THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Funding is available as follows:



JEFF BRILLHART, P.E. ASSISTANT COMMISSIONER

April 18, 2014 Bureau of Aeronautics

CHRISTOPHER D. CLEMENT COMMISSIONER

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

REQUESTED ACTION

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

04-96-96-960030-0544
FAA Projects
034-500151 Bonded Expenses

04-96-96-960030-1789
FAA Projects
034-500151 Bonded Expenses

\$ 278,555.55

04-96-96-960030-0997
FAA Projects
034-500151 Bonded Expenses

\$ 964,000.00

Total

EXPLANATION

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

FAA Grant Number

FAA Grant Amount

FY 2014

3-33-SBGP-19-2013

\$ 3,955,960.00

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

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

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

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

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

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

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

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

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

Sincerely,

Christopher D. Clement, Sr.

Commissione

CDC/tlsl
Attachment:

City Bid No:	B30-14		
SBG No.:	SBG-04-10-2013		
Date:	1/17/2013 at 2:00 PM		
PROJECT:	Taxiway Phase 2&3 Construction Project - Concord Municipa	l Air	port
······			
	CONTINENTAL PAVING INC	_	
	Base Bid (Phase 2)	\$	1,023,060.00
	Add. Alt. 1 (Phase 3)	\$	423,815.50
	Total Bid		\$1,446,875.50
NAME OF THE PERSON OF THE PERS	FL MERRILL CONSTRUCTION INC	L	
	Base Bid (Phase 2)	\$	1,021,419.50
	Add. Alt. 1 (Phase 3)		387,856.00
	Total Bid	(\$1,409,275.50
	J A MCDONALD INC		
	Base Bid (Phase 2)	\$	1,338,274.50
	Add. Alt. 1 (Phase 3)	_	537,486.75
	Total Bid		\$1,875,761.25
	NORTHEAST EARTH MECHANICS INC	•	1 240 500 00
	Base Bid (Phase 2)	_	1,248,568.00
	Add. Alt. 1 (Phase 3) Total Bid	Φ	472,296.75 \$1,720,864.75
	Total Bio		ψ1,120,004./5
	SARGENT CORPORATION		
	Base Bid (Phase 2)		1,321,137.00
	Add. Alt. 1 (Phase 3)	\$	505,153.00
	Total Bid		\$1,826,290.00
	ENGINEER		
	Base Bid (Phase 2)	\$	1,104,160
	Add. Alt. 1 (Phase 3)		458,876
	Total Bid		\$1,563,035.60

SBG No.:	SBG-04-10-2013	\vdash									
Date:	Date: 1/17/2014 at 2:00 PM PROJECT: Taxiway Construction Project - Concord Municipal Airport Rase Rid : Dase 2										
	7 000			CONT	CONTRACTOR	CON	CONTRACTOR		CONTRACTOR	ENGINEER	EER
		+		CONTINENT	AL PAVING INC	FL MERRILL C	FL MERRILL CONSTRUCTION INC		J A MCDONALD INC		
	LUMP SUM BASE BID PRICE:	$\dagger \dagger$		\$1,02	\$1,023,060.00	\$1,0	\$1,021,419.50	\$1,330	\$1,338,274.50	\$1,104,159.75	159.75
ITEM NO.	DESICALATION		980	CONTINENT	CONTINENTAL PAVING INC	. MERRILL CO	MERRILL CONSTRUCTION IN	-	ONALD INC	ENGINEE	EER
G-002-1		S	ŽĮ.	UNIT \$	TOTAL	UNIT \$	TOTAL	NS .	T \$ TOTAL	UNIT	힏
M-001-2	Mobilization - Alternate #1	LS		40,000.00	40,000.0	\$ 50,000,00	\$ 50,000,00	\$ 158,000,00	158 000 00	\$ 2,000.00	\$ 2,000.00
M-001-5	Engineer's Field Office – Alternate #1 Safety and Phasing Home Alternate #1	S C		5,000.00	5,000.0	\$ 4,000.00		4,5	\$ 4,500.00		
M-002-1	Contractor's Safety Plan Complience Document	2 0	7	30,000.00	30,000.0	\$ 50,000.00	۵,	72,	\$ 72,500.00	69	
M-003-1	Sawed Control Joints	3 5	1,000	3,55		\$ 2,500.00	\$ 2,500.00	7	1,500.00	ا ده	-
M-006-1	Pavement Mitting Clean Existing Structure	λsi	540	8.00			2		\$ 4,995.00	8.00	
M-006-2	Clean Existing Conduit	E E	3	450.00			-		\$ 1,575.00	69	
	Unclassified Excavation	ئاتا	17,175	6.50				ب دی	\$ 480.00	es e	
P-152-3	Structure Removal	E	- 10	\$ 1,500.00	\$ 1,500.00			\$ 74	\$ 745.00	\$ 1,500.00	\$ 137,400.00
1 1	Direct Buried Cable Removal	<u>+</u> <u>+</u>	1 000	20.00			- 1	69	69	မ	4
	Relocate Habitat Delineation Marker	EA	4	350.00		\$ 150.00	1		₩	1.50	7
	Embankment in Place	გ	006					₩	\$ 7.425.00		3,600,00
1	Silt Fence	<u>ا</u>	3,220		\$ 32,200.00		sp.	es	\$ 28		\$ 48,300.00
P-156-2	Coir Log Sediment Barrier	5 5	950	0.4.01	4 13,800.00	2.20	69 G	€ 6	\$ 10,350.00	€ (\$ 13,800.00
P-156-4	Construction Exit	EA	-	2,500.00			9 69	e es	8,075,00		9,975.00
P-156-7	Frosion and Sediment Control and Stormand	<u>₹</u>	6	125.00	1,125.		69	69	\$ 900.00	s	\$ 1,125,00
P-156-8	Snake Passage	2 4	- α	3,600.00	3,600	4	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00		\$ 3,600.00
P-209-1	Crushed Aggregate Base Course	5 Z	2,430	22.00	1	\$ 70.00			\$ 880.00	69 6	\$ 400.00
P-401-1	Plant Mix Bituminous Pavement	NO 1	2,775	85.00			\$ 230,325.00	\$ 78.50	\$ 217,837,50		\$ 235,460.00
P-603-1	Bituminous Tack Coat	18 S	5,685	1.8		\$ 1.00			\$ 25,582.50	69	\$ 5,685.00
P-620-1	Permanent Paint Markings	5 b	38	3.00			- [\$ 4.50	1	\$	\$ 5,370.00
P-620-2	Temporary Paint Markings	늉	3,885	165	1	\$ 0.55		1.70	\$ 6,604.50		\$ 2,913.75
- 1	12 Inch Diameter Reinforced Concrete Pipe (Class V)	<u>ا</u> با	655 \$	45.00	\$ 29,475.00	\$ 40.00	\$ 26,200.00	\$ 56.00	\$ 36,680.00	9 69	\$ 29,475.00
1 1	36 Inch Diameter Reinforced Concrete Pipe (Class V)	5 4	17 3	00.00			-	\$ 40.00	\$ 2,200.00	\$	\$ 2,750.00
D-701-4	36 Inch Diameter Perforated HDPE Pipe	<u> </u>	8	80.00	1	100.00	İ	130.00	\$ 18,700.00	69 6	\$ 13,600.00
- 1	6-ft. Diameter Manhole	ā	4	4,500.00	[]	4.5		4,550		9 69	\$ 35,200.00
	6-ft. Diameter Catch Basin	A	9 0	2,750.00	1	\$ 3,000.00	\$ 18,000.00	\$ 2,650.00			\$ 16,500.00
	Adjust Existing Structure to Grade	+	3 50	500.00			9 6		\$ 14,475.00	₩	\$ 13,500.00
	No. 8 AWG L-824C Cable, installed in duct bank or conduit	╀	11,200	06.0		1.00			3,750.00		2,500.00
L-108-3	No. 5 AWG L-824C Cable, installed in duct bank or conduit Bare Counterpoise Wire, installed in trench, duct hank or conduit	<u> </u>	8,200	1.10	\$ 9,020.00	\$ 1.25	\$ 10,250.00	\$ 1.30	\$ 10,660.00	6	ြ
	Trench		5.025	9 69		5.00	9 1				ľ
	11	Н	-	\$ 25,355.00		\$ 27,000.00	27	\$ 28,000,00			\$ 15,075.00
	Concrete-Encased Electrical Duct Bank, 1Way-2" Schedule 40 PVC Concrete-Encased Flectrical Duct Bank, 2Way-4" Schedule 40 PVC	<u>"</u>	2 2	10,00				\$ 8.50	\$ 595.00	ь	
	3	5 5	5.960	1,8		\$ 50.00		\$ 52.50	1	69 6	\$ 5,640.00
\Box	Installation of Conduit via HDD		340	45.00		\$ 46.00	\$ 15,640.00	\$ 59.00	-		\$ 35,164.00
L-115-2	L-867, Innction Can	<u> </u>	ω,	3,289,00		\$ 2,500.00		\$ 2,625.00	\$ 21,000.00	8	33
L-125-1	L-861T Taxiway Edge Light, base mounted, infield	Y A	-	755,00	755	* 1		\$ 475.00		€ (
	L-861T Taxiway Edge Light, base mounted, existing pavement	E	- 2	997.00	1,994	\$ 2,500,00	17	\$ 2625.00	\$ 5,320.00		9
	L-861T Taxiway Edge Light, stake mounted	EA	22	489.00	П	1 1	13		19.5		\$ 26,895,00
L-125-7	L-858 3-Module, Size 1 Guidance Sign	<u>ا</u> ک	7	2,489.00		\$ 2,800.00	\$ 5,600.00	\$ 2,900.00	5	2	5
1 1		1 A	10	4 377 00		4,800.00	5	5,000.	\$ 20,000.00	I	\$ 14,628.00
- 1		Æ	2	2,879.00		\$ 2,900.00	2 40		- 1	410	\$ 8,754.00
1-125-10		ĭ.	7	3,389.00		\$ 3,900.00	7,800.		1 1		\$ 6,578.00
	L-881 Precision Approach Path Indicator	E E	m +	4,235.00		\$ 4,900.00			15,600	4	12
1	Conservation Habitat Seed			35,689.00	35,689.00	\$ 31,000.00		\$ 35,000.00	35	35	35
T-901-3	Wood Fiber Mulch	λS	33,350	+	\$ 8,337.50	\$ 0.19	\$ 6,336.50	c/0 8	\$ 25,012.50	\$ 0.40	(L)
T	Opson Base Bid Subtotal	-		1.80	9	\$ 1.80		1	\$ 61,697.50	\$ 2.60	\$ 86,710.00
	Removal of L-881 Precision Approach Path Indicator from Project				(35,689.00)		\$ (31,000,00)		- 1		ļ
	Revised Base Bid Subtotal	\exists	П		1,023,060.00		\$ 1,021,419.50		\$ 1,338,274.50		\$ 1,104,159.75
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Tricking Controlled Project - Concord Municipal Algority	SBG No.: SBG-04 Date: 1/17/20	B30-14 SBG-04-10-2013 1/17/2014 at 2:00 PM										
CONTINEETRALE PAYMENT IN PRICE: CONTINEETRALE PAYMENT IN PRICE	PROJECT:	Taxiway Construction Project - Concord Municipal Airport Additive Alternative 1 - Phase 3										
Continue Fundament					CONTINENT		CONTRACTOR FL MERRILL CONSTRUCTION INC	ACTOR ISTRUCTION INC		CONTRACTOR J A MCDONALD INC	ENGINEER	IEER
BID CONTINENTAL PAVING INC		LUMP SUM ALT 1 BID PRICE:			\$423	,815.50	\$387,856.00	356.00	\$537	\$537,486.75	\$458,875.85	75.85
As-Built Plants DESIGNATION UNIT GTY				BID	CONTINENT		L MERRILL CONSTRUCTION IN	ISTRUCTION IN	J A MCD	J A MCDONALD INC	ENGINEER	VEER
According the control of contro	TEM NO.		LIN (ΔTY	UNIT \$	TOTAL	S LIND	TOTAL	NNIT \$	TOTAL	TIND	ĽΙ
Activation of the Price	G-002-1	As-built Plans	S.	-	\$ 2,000.00		1,500.00		\$ 2,000.00		\$ 2,000.00	\$ 2,000.00
Engineer's Field Office - Allemate #1 15 1 2 1 1 2 1 1 1 1 1	M-001-3	Mobilization Alternate #1	S	-	\$ 10,000.00	1	-	1	\$ 5,000.00	5,000.00		
Safety and Phasing terms - Alemands #1 15 1 5 1000 00	M-001-6	Frighter's Field Office - Alternate #1	2	-	7	"	18,000.00			42,000.00		7
Sawed Control Joints CY 750 5 1,040,00 Unclassified Exervation CY 7,90 5 6,00 5 1,040,00 Suructure Removal EA 7,90 5 1,000,00 5 3,000,00 Elevated Lipht Removal EA 1,5 9,00 0 3,000,00 3,000,00 Corrette Ereased Ductbank Removal EF 1,5 5,00 0 3,000,00 Conduit Removal EF 1,0 5 1,00 3,000,00 Conduit Removal EF 1,0 5 3,000,00 3,000,00 Conduit Removal EF 1,0 5 1,000 3,000,00 Conduit Removal EF 1,0 5 1,000 3,000,00 Silk Fence Course EF 1,0 5 1,000 3,000,00 Silk Fence EF 1,0 5 1,000 3,000 3,000 3,000 3,000 3,000 3,000 3,000 3,000 3,000	M-001-9	Safety and Phasing Items - Alternate #1	3 0	-	11.5		45,000,00			_		\$ 5,000.00
Unclassified Excevation	M-003-1	Sawed Control Joints	3 4	130		İ	900000	780.00	30,000.00	30,000.00	18,000.00	18,000.00
Subbase Cource Envased Light Removal EA 15 5 1500 0 5 3000 0 Guidance Sign Removal EA 15 5 1500 0 5 4,155 0	P-152-1	Unclassified Excavation	ζ	7,950			5.00	39	\$ 10.00	79.500.00		9
December 2 December 3 Dec	P-152-2	Structure Removal	EA	2	₩		400.00			1,490.00	1,500	\$ 3,000.00
Concrate Encased Ductbank Removal EA 10 \$ 30.00 \$ 50.00	P-152-3	Drainage Pipe Removal	۳,	275	\$	4	\$ 10.00 \$	2,7	\$ 15.00			
Concrete Enclased Ductbank Removal LF 150 \$ 1000	P-152-3	Cuidane Sian Demoval	EA	10			2.00			52.50		
Conduit Removal Subset Course	P-152-8	Concrete Encased Dicthank Removal	<u> </u>	180		٢	20.00	20.00	25.00	2,450.00	\$ 200.00	\$ 500.00
Silt Fence	P-152-9	Conduit Removal	4	280	9		000			8 400 00		
Corr Leg Sediment Barrier	P-154-1	Subbase Course	ò	930	40		7.00			11 160 00		1
Coir Log Sediment Barrier	P-156-1	Sitt Fence	F)	1,250	€9		\$ 2.20 \$			3,750.00		
Intel Protection LS 15,000 5 15,000 5 15,000 5 15,000 5 15,000 5 15,000 5 15,000 5 15,000 5 15,000 5 15,000 5 15,000 5 10,000 10,	P-156-2	Coir Log Sediment Barrier	LF.	105	€9		6.00		\$ 8.50	892.50		
Example Experiment Control and Stormwater Management Plan LS 1 \$ 1,500.00 \$ 1,	P-156-6	Inlet Protection	EA	5			\rightarrow	\$ 375.00	I: I		\$ 125.00	
Curshed Aggregate Base Course	P-156-/	liment Control and Stormwater Manageme	LS	-	-		1,300.00	-	\$ 2,500.00	2,	\$ 1,500.00	\$ 1,500.00
CV 1,885 \$ 2,200 \$ 2,800	F-136-8	Snake Passage	4	2	60		75.00			I		
Billuminous Prime Cost Billuminous Prime Cost	P-401-1	Plant Miv Bit minous Davament	5 5	1083			20.00			\$ 37,975.00		-
Bitumirous Tack Coat	P-602-1	Bituminous Prime Coat	2	1 875	9 6		00.00	1 875 00	4 75	\$ 92,530.00	82.00	00.000.001 \$ 750.00
Permanent Paint Marking Removal Paint Marking Removal Paint Marking Removal Paint Marking Removal Paint Marking Removal Paint Marking Removal Paint Marking Removal Paint Diameter Catch Basin	P-603-1	Bituminous Tack Coat	GAL	565	9					\$ 2,800.23		\$ 1,50.00
Paint Marking Removal 145	P-620-1	Permanent Paint Markings	SF	1,300	\$		0.55		89			
12 Inch Diameter Reinforced Concrete Pipe (Class V)	P-620-3	Paint Marking Removal	SF	625	₽		1.50		\$		\$ 1.35	
15 2750.00 25.00.00 3.5.00.00 4.1. Diameter Perforated HOPE Pipe	D-701-1	12 Inch Diameter Reinforced Concrete Pipe (Class V)	4	145	49		40.00	\$ 5,800.00	\$ 65.00		\$ 45.00	
4-1. Diameter Catch Basin	D-/01-4	36 Inch Diameter Perforated HDPE Pipe	١.	440	ω		100.00	٦	- 1.		\$ 80.00	\$ 35,200.00
8-ft. Diameter Manhole 15 8 500.00 1 1 1 1 1 1 1 1 1	D-751-3	6-ff Diameter Catch Basin	E E		30		3,000.00	3,000.00	\$ 2,650.00	\$ 2,650.00		
No. 6 AWG L-824C Cable, installed in duct bank or conduit-per linear fool LF 1595 5 0.90 5 4,293.00 Bare Counterpoise Wire, installed in trench, duct bank or conduit, LF 1,595 5 1.45 5 2,312.75 Trench Concrete-Encased Electrical Duct Bank, 2Way-4" Schedule 40 PVC LF 1,510 5 11.00 5 770.00 Electrical Conduit, 2" Schedule 40 PVC, Direct Buried EA 2 8,328.00 5 5,818.00 L-651T Taxiway Edge Light, base mounted, infield EA 2 8,328.00 5 5,810 L-651T Taxiway Edge Light, base mounted existing pavement EA 2 8,389.00 5 11,247.00 L-651T Taxiway Edge Light, base mounted existing pavement EA 2 8,985.00 5 2,885.00 L-651T Taxiway Edge Light, base mounted existing pavement EA 2 8,985.00 5 2,885.00 L-658T Module, Size 2 Guidance Sign EA 1 8 4,235.00 5 3,995.00 L-658 B-Module, Size 2 Guidance Sign EA 1 8 4,235.00 5 3,995.00 Conservation Habitat Seed Synthetial Synthetia	D-751-6	8-ft. Diameter Manhole	E		1 57		\$ 11 000 00		١,		8 500 00	4,300.00
Bare Counterpoise Wire, installed in trench, duct bank or conduit, LF 1595 \$ = 14.45 \$ Trench Concrete Encased Electrical Duct Bank, 2Way-4" Schedule 40 PVC, LF 70 \$ = 11.00 \$ Concrete Encased Electrical Duct Bank, 2Way-4" Schedule 40 PVC, LF 70 \$ = 10.00 \$ Electrical Conduit, 2" Schedule 40 PVC, Direct Buried LF 1510 \$ = 1.00 \$ Electrical Conduit, 2" Schedule 40 PVC, Direct Buried LF 1510 \$ = 1.00 \$ Electrical Handhole, 4X474 2 \$ = 3.89.00 \$ L-861T Taxiway Edge Light, base mounted existing pavement EA 2 \$ = 389.00 \$ L-861T Taxiway Edge Light, base mounted existing pavement EA 2 \$ = 289.00 \$ L-861T Taxiway Edge Light, base mounted existing pavement EA 2 \$ = 289.00 \$ L-861T Taxiway Edge Light, base mounted existing pavement EA 2 2 2 L-861 Taxiway Edge Light, base mounted existing pavement EA 2 2 2 L-861 Taxiway Edge Light, base mounted existing pavement EA 2 2 2 L-861 Taxiway Edge Light, base mounted existing pavement EA 2 2 2 L-861 Taxiway Edge Light, base mounted existing pavement EA 2 2 2 L-863 EModule, Size 2 Guidance Sign EA 2 2 2 L-864 Emove and Replace Existing Sign Panel S 7 5 40 5 L-864 Emove and Replace Existing Sign Panel S 7 5 40 5 Topsolling Add Clearing of Tree Penetrations Revised Base Bid Subtotal S 15 40 Revised Base Bid Subtotal S 15 40 S 1 1 1 1 1 1 S 1 1 1 1 1 1 S 1 1 1 1 1 1 S 1 1 1 1 1 1 S 1 1 1 1 1 1 1 S 1 1 1 1 1 1 1 S 1 1 1 1 1 1 1 1 S 1 1 1 1 1 1 1 1 S 1 1 1 1 1 1 1 1 1	L-108-1		1	4,770	8		\$ 1.00	\$ 4,770.00	\$ 1.00	\$ 4,770.00		
Concrete Encased Electrical Duct Bank, 2Way 4" Schedule 40 PVC LF 70 \$ 11.00 \$	L-108-3	Bare Counterpoise Wire, installed in trench, duct bank or conduit,	۲.	1,595	₩.		1.00		\$ 1.15		\$ 1.48	\$ 2,360.60
Electrical Conduit, 2' Schedule 40 PVC, Direct Burled	110.2		5	1,510		2	1.50	\$ 2,265.00		\$ 2,642.50		Ì
Electrical Handhole, 4x4x4 Electrical Handhole, 4x4x4 Electrical Handhole, 4x4x4 Electrical Handhole, 4x4x4 E.6611 Taxiway Edge Light, base mounted, infield EA 2 3 289.00 \$ 1.6611 Taxiway Edge Light, stake mounted EA 2 3 499.00 \$ 1.6611 Taxiway Edge Light, stake mounted EA 2 3 499.00 \$ 1.681 Taxiway Edge Light, stake mounted EA 1 3 289.00 \$ 1.683 Taxiway Edge Light, stake mounted EA 1 3 289.00 \$ 1.683 Taxiway Edge Light, stake mounted EA 1 3 289.00 \$ 1.683 Taxiway Edge Light, stake mounted EA 1 3 289.00 \$ 1.683 Taxiway Edge Light, stake mounted EA 1 3 289.00 \$ 1.683 Taxiway Edge Light, stake mounted EA 1 3 289.00 \$ 1.683 Taxiway Edge Light, stake mounted EA 1 3 289.00 \$ 1.680 \$ 1.683 Taxiway Edge Light, stake mounted EA 1 3 289.00 \$ 1.680	1-110-3		<u> </u>	1 510	9 6	1	30.00	3,500.00	93.00		24.00	1,680.00
L-861T Taxiway Edge Light, base mounted, infield	L-115-1	Electrical Handhole, 4'x4'x4'	EA	2	\$ 326	9	2 500 00	5 000 000	250		2 80	5 790 00
1-861T Taxiway Edge Light, base mounted, existing pavement EA 1 \$ 997.00 \$ 1-861T Taxiway Edge Light, stake mounted EA 1 \$ 23 \$ 899.00 \$ 1-858 1-Module, Size 2 Guidance Sign EA 1 \$ 4,235.00 \$ 2 Remove and Replace Existing Sign Panel EA 1 \$ 4,235.00 \$ 3 Remove and Replace Existing Sign Panel EA 1 \$ 4,235.00 \$ 4 \$ 7778.00 \$ 5 Add Clearing of Tree Penetrations Additive Alternate 1 Subtotal SY 15,400 \$ 1.80 \$ 6 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 7 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 7 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 8 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 9 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 9 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 9 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 9 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 1 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 1 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 1 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 1 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ 1 Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 1.80 \$ 1 Add Clearing Of Tree Penetrations Sy 1.80 \$ 1 Add Clearing Of Tree Penetrations Sy 1.80 \$ 1 Add Clearing Of Tree Penetrations Sy 1.80 \$ 1 Add Clearing Of Tree Penetrations Sy 1.80 \$ 1 Add Clearing Of Tree Penetrations Sy 1.80 \$ 1 Add Clearing Of Tree Penetrations Sy 1.80 \$ 1 Add Clearing Of Tree Penetrations Sy 1.80 \$ 1 A	L-125-1	L-861T Taxiway Edge Light, base mounted, infield	Æ	6			725.00		69		\$ 895.00	
L-861 Taxiwaye Edge Light, stake mounted EA 23 s 489.00 s L-862 Hwodule, Size 2 Guidance Sign EA 1 s 2,879.00 s L-868 3-Module, Size 2 Guidance Sign EA 1 s 4,235.00 s L-868 3-Module, Size 2 Guidance Sign Panel EA 1 s 4,235.00 s Remove and Replace Existing Sign Panel EA 1 s 4,235.00 s Conservation Habitat Seed Sy 15,400 s 0.25 s Topsolling Additive Alternate 1 Subtotal Sy 15,400 s 180 s Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 s 180 s Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 s 180 s Sy 15,400 s 180 s 180 s Sy 15	L-125-2	g paver	EA	-			2,500.00	\$ 2,500.00	69	\$ 2,625.00	ŀ	\$ 955.00
L-868 1-Module, Size 2 Guidance Sign EA 1 \$ 2,879.00 \$ 1 L-868 3-Module, Size 2 Guidance Sign EA 1 \$ 4,235.00 \$ 2 Remove and Replace Existing Sign Panel EA 4 \$ 778.00 \$ 3 Conservation Habitat Seed Sign Panel S	L-125-3	nted	EA	23	₩	ľ	\$ 350.00		\$			ľ
L-858 3-Module, Size 2 Guidance Sign EA 1 \$ 4235.00 \$ Remove and Replace Existing Sign Panel EA 4 \$ 778.00 \$ Remove and Replace Existing Sign Panel EA 4 \$ 778.00 \$ Conservation Habital Seed Sy 15,400 \$ 0.25 \$ Topsoiling Topsoiling Additive Alternate 1 Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 15,400 \$ 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 1.80 \$ Add Clearing of Tree Penetrations Sy 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 1.80 \$ Add Clearing of Tree Penetrations Revised Base Bid Subtotal Sy 1.80 \$ A	L-125-9	L-858 1-Module, Size 2 Guidance Sign	EA	-	-	69	\$ 2,900.00		\$ 3,100.00	\$ 3,100.00	\$ 2,958.00	\$ 2,958.00
National and Replace Existing Sign Panel RA 18 778.00 5	125-11	IL-858 3-Module, Size 2 Guidance Sign	Ē	-	- 1	69	4,900.00		'n	\$ 5,200.00	\$ 4,329.00	\$ 4,329.00
Vocal Fiber Mulch	T 004 4	Remove and Replace Existing Sign Panel	¥ S	4	6	ь (\rightarrow	\$ 2,400.00	ő		2/	
Topsoling	1-901	Mood Einer Mulch	λS	15,400	69 6	69 6	0.40		69	69		
Add Clearing of Tree Penetrations Revised Base Bid Subtotal \$	T-905-1	Topsoiling	200	15,400	A 4	7 6	9 4 4	26,180,00	0.35	-	9 60 25	3,850.00
Revised Base Bid Subtotal		Additive Alternat	4=	2,12	9	•	2		9	9	-	
Revised Base Bid Subtotal						l		L				1
		Revised Base Bid Subtota						\$ 387,856.00		\$ 537,486.75		\$ 458,875.85

	SBG-04-10-2013									
PROJECT:	1/17/2014 at 2:00 PM Taxiway Construction Project - Concord Municipal Airport Base Bid - Phase 2				Ш					
				MURTHE	CONTE	CONTRACTOR	CON	CONTRACTOR	EN	ENGINEER
	LUMP SUM BASE BID PRICE:				\$1.248	\$1,248.568.00	£13	\$4 321 137 00	15	61 104 150 75
							1		-1-	04,139.73
ITEM NO.	DESIGNATION	UNIT		NORTHEAST	STEAR	EARTH MECHANICS INC		SARGENT CORPORATION	EN	ENGINEER
	As-Built Plans	LS		\$ 1,860.00		1,860.00	9	\$ 7,500,00	\$ 2,000,00	\$ 200000
M-001-2	Mobilization - Alternate #1	LS		\$ 30,000.00	\$ 0	30,000.00	\$ 67,800.00	\$ 67,800.00	\$ 40,000.00	69
	Softward Pharmace #1	LS		\$ 6,800,00	_	6,800.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	69
	Contractor's Safety Dian Commission December #1	S		\$ 97,000.0	_	97,000.00	\$ 32,000.00	\$ 32,000.00	\$30,000.00	s
	Sawed Control Joints	3 5	- 00	8 6	ه و	2,300.00	\$ 3,200.00	\$ 3,200.00	\$ 2,500.00	49
M-004-1	Payement Milling		1 2		_	4 960 00	1	8,000.00	\$ 3.55	6
M-006-1	Clean Existing Structure	ΕĀ	5 6	9 66	-	1 800 00	90.00	5,940.00	8,00	9
M-006-2	Clean Existing Conduit	4	480		_	480.00	900.00	00.000	220.00	<i>p</i> 6
P-152-1	Unclassified Excavation	S	17.175	59	_	103 050 00	9 64 0 0 0 0	+	9	8 2,400.00
P-152-2	Structure Removal	E	-	\$ 400.00	8	400.00	\$ 500.00		15	15000
P-152-3	Drainage Pipe Removal	F,	235	es es	_	3,760.00	69	\$ 2		\$ 470000
2-1	Ulrect Buried Cable Removal	٣	1,000	s	_	2,300.00	69	3,000	\$ 1.50	\$ 1,500.00
2-12	Embarkment in Dlane	E	4	6	_	2,280.00	€9	\$ 600	\$ 350.00	\$ 1,400.00
P-154-1	Sukhasa Causa	[006	69		2,250.00	69	\$ 5,400	\$ 4.00	\$ 3,600.00
P-156-1	Sit Fence	5 -	3,220	۰,	_	45,080.00	8	\$ 72,450	\$ 15.00	\$ 48,300.00
P-156-2	Coir Log Sediment Barrier	5	0,400	7.80	_	9,660.00	9	8	4.00	\$ 13,800.00
P-156-4	Construction Exit	5 6	32	9 6	<i>p</i> 6	/,600.00	9	69		\$ 9,975.00
P-156-6	5	Z Z				00000		_	3,500,00	\$ 2,500.00
P-156-7	Erosion and Sediment Control and Stormwater Management Plan	2	1	6	9 6	5 400 00		9 6	00.02	A 6
P-156-8		Ā	80		6	680.00	475.00	9 4	3,000.00	9 6
P-209-1	Crushed Aggregate Base Course	չ	2,430	69	8	53.460.00	9	\$ 87 480 00	1	53 460 00
P-401-1	Plant Mix Bituminous Pavement	TON	2,775		8	266,400.00	69	69		\$ 235,875,00
P-602-1	Bituminous Prime Coat	GAL	5,685		\$ 0	28,425.00	69	69	1	\$ 5.685.00
F-603-1	Bituminous Tack Coat	GAL	1,790		\$ 0	6,086.00	69	s		\$ 5,370,00
P-620-1	Permanent Paint Markings	Ŗ	3,885		\$	6,604.50	69	€		\$ 2,913.75
	12 lock Dismeter Paint Markings	Ϋ́.	3,885		\$	3,885.00	\$	ш		\$ 1,748.2
D-701-2	12 Inch Diameter Bodocated UNDE Diag	5	65		9	24,235.00	\$ 60.00	69		\$ 29,475.00
1	36 Inch Diameter Reinforced Concrete Dise (Class V)	5 5	8		9 0	3,025.00		\$		\$ 2,750.00
F	PE Pine	5 5	1/0		<i>A</i>	17,000.00	\$ 170.00	\$ 28,900.00	80.00	s
	6-ft. Diameter Manhole	7	7		9 6	48,400.00		<i>s</i>	\$ 80.00	8
	4-ft. Diameter Catch Basin	5 6	1	9 6	9 6	24,000.00		9	\$ 4,500.00	so l
D-751-3	6-ft. Diameter Catch Basin	5 4	٥	9 4	9 6	24,000.00	3,500.00	ه د	\$ 2,750.00	so e
, ,	l o	Δ	,	•	_	2,000.00		A 6	4,500.00	,
	No. 8 AWG L-824C Cable, installed in duct bank or conduit	4	11.200	3.00	_	11 200 00		9 4	00.000	9
- 1	No. 6 AWG L-824C Cable, installed in duct bank or conduit	4	8,200		_	11,480.00		65	9 6	00.000.00
	Bare Counterpoise Wire, installed in trench, duct bank or conduit,	5	6,245	ļ.,	\$	6.245.00	ľ	69	\$ 145	→ 64
		5	5,025	40	-	8.542.50	\$ 2.00	₩	300	6
7		rs r	-	30,50	-	30,500.00	32 00	69	\$25 897 00	
	Concrete-Encased Electrical Duct Bank, 1Way-2" Schedule 40 PVC	느	70	20 \$ 0.00	-	630.00	69		10.00	65
1		LF	235	3	-	13,395.00	69	69	\$ 24 00	8
٦.	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried	LF	5,960	\$ 5.00		29,800.00	\$	69		\$ 35,164,00
145 4	installation of Conduit via HDD	5	340 \$	9		21,420.00		\$ 19,720.00	4	\$ 15,300.00
2	Ciecurca Hand noie, 4:x4:x4	E	8	\$ 2,800.0		22,400.00	€	\$ 25,600.00	\$ 2,895.00	\$ 23,160.00
1 105 1		EA	-	\$ 500.0		500.00	69	₩.	375	\$ 755.00
T	L-5011 Taxiway Edge Light, base mounted, infield	Ā		\$ 800.0		5,600.00		\$	\$ 895.00	\$ 6,265.0
T	best Taximay cuge Light, base mounted, existing pavement	EA	7	\$ 2,800.0		5,600.00	€9	\$ 6,400.00		€9
П	BEB 1 Module Start Control Start Moduled	S.	55	\$ 400.0		22,000.00	₩	\$ 22,000.00	\$ 489.00	s
125.7	BES 2 Module, Size 1 Guidance Sign	M.	2	\$ 3,200.0	8	6,400.00		\$ 6,000.00	\$ 2,839.00	\$ 5,678.00
	BEB 4 Module, Size 1 Guidance Sign	3	4	\$ 5,500.0		22,000.00	69	\$ 21,200.00	\$ 3,657.00	49
	ASR 1 Module, Size 1 Guidance Sign	E E	7		\$	11,800.00	69	\$ 11,600.00	\$ 4,377.00	€5
	-858 2-Module Size 2 Guidence Sign	2	7	\$ 3,300.00	\$ 0	6,600.00		\$ 6,800.00	\$ 2,958.00	€
L-125-11	-858 3-Module Size 2 Guidance Sion	5 5	7 6	9 6	9 6	8,800.00	. 1	\$ 8,800.00	\$ 3,289.00	69
	-881 Precision Approach Path Indicator	5 5	7	9 6	9 6	16,500.00	\$ 5,400.00	\$ 16,200.00	\$ 4,135.00	60
	Conservation Habitat Seed	5 2	33 350	C C C	9 6	35,000.00	\$ 35,000.00	\$ 35,000.00	\$35,689.00	69
	Wood Fiber Mulch	5 2	33 350			30,015,00		2	\$ 0.40	69
П	Topsoil	S	33 350 \$	8	9 6	76 705 00		70,035,00	022	+
	Base Bid Subtotal				,	\$1.283.568.00	9		2.00	٦
	Removal of L-881 Precision Approach Path Indicator from Project	ĺ					N. N. S.	20.10.1001.4		
			İ	ļ 	49	(35,000.00)		(35,000,00)		\$ (35 689 D

	The state of the s								
Date:	SBG-04-10-2013 1/17/2014 at 2:00 PM								
ROJECT	laxiway Construction Project - Concord Municipal Arroort Additive Alternative 1 - Phase 3								
				NORTHEAS	CONTRACTOR NORTHEAST EARTH MECHANICS INC	CON SARGENT (CONTRACTOR SARGENT CORPORATION	ig Na	ENGINEER
	LUMP SUM ALT 1 BID PRICE:				\$472,296.75	\$50	\$505,153.00	\$458,	\$458,875.85
		l	GE	NORTHEAST	T FARTH MECHANICS INC	-	SABGENT CORPORATION		CNCINETO
ITEM NO.	DESIGNATION	UNIT	aty	\$ LIND	TOTAL	╀	TOTAL	S LIND	TOTAL
G-002-1	As-Built Plans	rs	-	6.07	00.000(1	0 3,000.00		\$ 2,000.00	\$ 2,000.00
2-2005-5	Aerial Photographs	LS			\$ 4,770.00	€9	\$ 5,000.00	10,000.00	
M-001-3		rs	-	1	5	↔		0,000,00	
M-001-9	Safety and Phasing Home _ Alternate #1	S 0	- -	\$ 2,300.00		69 6		-	-
M-003-1		٦ ٦	130	\$ 35,000.00	35,000.00	4 12,600.00	\$ 12,600.00	180	7
P-152-1	Unclassified Excavation	ζ	7,950	•	47	9 69	\$ 58.830.00	9 60	63 600 00
P-152-2	Structure Removal	EA	2	\$ 4(\$ 25	69	1,50	
P-152-3	Drainage Pipe Removal	۳,	275	69	4,4	s	\$ 4,6		
P-152-5	Clidance Sign Removal	E E	9			69	€9		
P-152-8	Concrete Encased Ductbank Removal	<u> </u>	160	\$ 60.00	00.09	+	55.00	20000	\$ 500.00
P-152-9	Conduit Removal	1	290		4 6	9 64	9 65	9 6	3 360 00
P-154-1	Subbase Course	ζ	930			69	69	69	
P-156-1	Silt Fence	ΙŁ	1,250		3	€9	\$ 7,500.00	€9	
P-156-2	Corr Log Sediment Barrier	<u>"</u>	105 \$			₩	s	€9	-
P-156-7	Frozion and Sediment Control and Stormunder Manager Plan	EA	φ. φ.		69 6	69	es (ŀ	
P-156-8	o o o i i i water i i i i i i i i i i i i i i i i i i i	3 2	- (3 1,300.00	<i>A</i> 6	9 6	2	-	
P-209-1	Crushed Aggregate Base Course	5 2	1 085		23 870 00	+	39 060 00	20,00	100.00
P-401-1	Plant Mix Bituminous Pavement	NOT	1,180 \$	İ	9	69	69	\$ 85.00	\$ 100 300 00
P-602-1	Bituminous Prime Coat	GAL	1,875		\$	-	€9		1
P-503-1	Bituminous Tack Coat	GAL	565 \$	69	€	€9	s	\$ 3.00	\$ 1,695.00
P-620-3	Paint Marking Benoval	, L	000		69 6	69	€9 (
D-701-1	12 Inch Diameter Reinforced Concrete Pipe (Class V)	<u>ا</u>	445 8	37.00	1,406.25	2.00	\$ 1,250.00	135	\$ 843.75
D-701-4	36 Inch Diameter Perforated HDPE Pipe	5	440		8	9 69	9 69		1
D-751-2	4-ft. Diameter Catch Basin	EA	-		\$ 4,000.00	8		2,7	1
0-751-3	6-ft. Diameter Catch Basin	EA				₩		1 - 1	
1-108-1	No. 8 AWG 1 -8246 Cable installed in duct hank or conduit and linear feet	Y L	1	\$ 11,000.00		\$ 17,50		\$ 8,500.00	\$ 8,500.00
L-108-3	in trench duct bank or conduit	5 4	1 505 6	1	4,770.00	<i>A</i>) 6	7,155.00	۰ جو	
L-108-4	Trench	5	1,510			2 00 2	302000	. 48 . 60	\$ 2,350.50
L-110-2		Ŀ	70		3	69	69	€9	
L-110-3	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried	ь,	1,510	69	\$ 7,550.00	s	€9	€	\$ 8,909.00
125.1	Electrical Handhole, 4'x4'x4'	E	2	\$	\$ 5,600.00	\$	es	\$ 2	\$ 5,790.00
125.2	Red Taylway Edge Light, base mounted, infleid	EA L	6	6	\$ 2,	69 (+	69	\$ 2,685.00
L-125-3	L-861T Taxiway Edge Light stake mounted	E A	73		2,800.00	3,200.00	\$ 3,200,00	\$ 955.00	ľ
L-125-9		E	7	9 66		9 6		10	205900
L-125-11	L-858 3-Module, Size 2 Guidance Sign	Ā			İ	69	69	9 69	
L-125-12	ing Sig	EA	4		\$ 2,800.00	69	⊢	\$ 766.00	
1-901-1	Conservation Habitat Seed	λS	15,400		\$ 13,	€9	e s	49	Н
T-905-1	Topsoling	žs ò	15,400 \$	8 0.30	\$ 4,620.00	69 6	€ 6	\$ 0.25	\$ 3,850.00
	Additive Alternate 1 Subtota	4	3	ľ	33,420.00	10		7.00	\$ 40,040.00
	Add Clearing of Tree Penetrations				11 200 00	2 0	Т		3447,673.8
	Revised Base Bid Subtotal				4	15.	\$ 505,153,00		\$ 458 875 85

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U.S. Department of Transportation

Federal Aviation Administration New England Region

12 New England Executive Park Burington, Massachusetts 01803

GRANT AGREEMENT Part 1 - Offer

Date of Offer: SEP 1 0 2013

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-019-2013

DUNS No.: 80-859-1697

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 13, 2013, for a grant of Federal funds for a project at or associated with the State of New Hampshire Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

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

New Hampshire Block Grant Program (FY2013) includes:

- Discretionary funding for Laconia Municipal Airport to install a wildlife perimeter fence in the amount of \$282,631;
- Discretionary funding for Concord Municipal Airport to construct a parallel taxiway in the amount of \$2,494,428;
- Discretionary funding for Portsmouth International at Pease Airport to rehabilitate apron pavement in the amount of \$1,178,901;

all as more particularly shown in the project application.

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

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$3,955,960.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00 for planning \$3,955,960.00 for airport development or noise program implementation.

- 2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
- 3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
- 6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 17, 2013, or such subsequent date as may be prescribed in writing by the FAA.
- 7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- 8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. Central Contractor Registration and Universal Identifier Requirements:

- A. Requirement for Central Contractor Registration (CCR)
- Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
- If you are authorized to make subawards under this award, you:
 - 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
 - 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- C. Definitions

For purposes of this award term:

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

- 11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
- 12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. may not be increased for a planning project;
 - b. may be increased by not more than 15 percent for development projects;
 - c, may be increased by not more than 15 percent for land projects.
- 13. <u>ELECTRONIC GRANT PAYMENT(S)</u>: The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.
- a. Grant Recipient Requirements.
 - (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
 - (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.
- b. System User Access.
 - (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
 - (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center

FAA Accounts Payable, AMZ-100

PO Box 25710

Oklahoma City, OK 73125

(3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

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

- c. Waivers. DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.
 - (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30,

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

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

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

14. Trafficking Persons:

- a. Provisions applicable to a recipient that is a private entity.
- 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.
- 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -
- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—February 19, 2008.
- 3. A. Associated with performance under this award; or B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
 - i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. Provisions applicable to any recipient.
- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.l of this award term in any subaward you make to a private entity.

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

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

Title: Manager, Airports Division,

Part II - Acceptance

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

Executed this // //	_day of	Septem.	ber	_, 20_13.	
		State	of New Hamp	shire	
(SEAL)		/)	. 1	ated Official R	
	Printe	TATVICK d/Typed Name o	(Jole 1 f Sponsor's	Oesignated Offici	al Representative
	Printe	Dirawr (OF ALYONA of Sponsor's	Designated Offic	J MINST
Attest: P. Momes Mansie	w				
Title J. THOMAS MANSEAU, Notary P My Commission Expires November	ablic 1 7, 2015				
. CE	RTIFIC	ATE OF SPO	NSOR'S AT	TORNEY	
I, Bran Bungmano (Attorney's Name Printed)	_, acti	ng as Attorne	ey for the	Sponsor do herel	by certify:
That in my opinion the Sponso under the laws of the State o Agreement and the actions tak	f New H	ampshire. Fu	irther, I ha	eve examined the	e foregoing Grant
been duly authorized and that accordance with the laws of t projects to be carried out on	the ex he said proper	ecution there State and th ty not owned	eof is in al ne Act. In by the Spor	ll respects due addition, for one are	and proper and in grants involving no legal
impediments that will prevent that the said Grant Agreement accordance with the terms the	consti				
Dated at Concord		this 13 c	lay of Se	stember	, 20 <u>13</u> .
		Signature of	Sponsor's F	ttorney	

Page 7

FAA Form 5100-37 (10-89)

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New Hampshire Department of Transportation Bureau of Aeronautics

GRANT AGREEMENT PART I – OFFER

March 24, 2014
Date of Offer
Concord Municipal Airport
Airport Name/Planning Area
SBG-04-10-2013
Project No.
07-397-6680
DUNS No.

TO: City of Concord, New Hampshire

(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the State a Project Application dated May 31, 2013 for a grant of federal and state funds for a project at or associated with the Concord Municipal Airport, which Project Application, as approved by the State, is hereby incorporated herein and made a part hereof; and

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

Phase II & III: Construct, Mark, Light, and Sign Parallel Taxiway 'B' and Associated Stub Taxiways; Environmental Mitigation

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the 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, as the United States' and State's shares of the allowable costs incurred in accomplishing the Project, 95 per centum thereof.

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

CONDITIONS

1. The maximum obligation of the United States and State payable under this Offer shall be \$1,701,555.55. For the purposes of any future grant amendments which may increase the foregoing maximum obligations of the United States and State under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$0.00 for planning

- \$1,701,555.55 for airport development or noise program implementation.
- 2. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under the Act.
- 3. Payment of the United States' and State's shares of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the State shall prescribe. Final determination of the United States' and State's shares 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 shares of costs.
- 4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the United States Secretary of Transportation shall prescribe, and agrees to comply with the assurances which were made part of the project application.
- 5. The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. This offer shall expire and the United States and the State shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **April 24, 2014** or such subsequent date as may be prescribed in writing by the State.
- 7. The Sponsor shall 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" mean funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other State grant agreement. It shall obtain the approval of the State as to any determination of the amount of the Federal and State shares of such funds. It shall return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. It shall 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 shall be approved in advance by the State.
- 8. Neither the United States nor the State shall be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. The Sponsor shall defend,

indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Sponsor. 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.

- 9. 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 or 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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 \$250,000 per claim and \$2,000,000 per incident; 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.
- 14. 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, RSA 31:95-b.

15. Central Contractor Registration and Universal Identifier Requirements:

- A. Requirement for Central Contractor Registration (CCR) Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) Numbers If you are authorized to make subawards under this award, you:
 - 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
 - 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

- Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at http://www.ccr.gov).
- 2. Data Universal Numbering System (DUNS) number means the nine-digit number established
 - (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at http://fedgov.dnb.com/webform).
- 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward toa non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A–133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- 5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- 16. <u>BUY AMERICAN REQUIREMENT:</u> Unless otherwise approved 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 airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
- 17. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM: For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

- a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - (1) location of all runways, taxiways, and aprons;
 - (2) dimensions;
 - (3) type of pavement, and;
 - (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

- b. Inspection Schedule.
 - (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
 - (2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.
- c. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:
 - (1) inspection date,
 - (2) location,
 - (3) distress types, and
 - (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

- d. Information Retrieval. An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
- e. Reference. Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.
- 18. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000:** The Sponsor agrees to perform the following:
 - Furnish a construction management program to the State prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:
 - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

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 TRANSPORTATIO	N _	
Vos CV		
Patrick C. Herlihy Director		
Division of Aeronautics, Rail & Transit		
Attorney General: This is to certify that as to form and execution. L/18/14 Dated	the above Agreement has been reviewed By: Assistant Attorn	~~
Secretary of State: This is to certify tha Agreement.	t the Governor and Council on	approved this
Dated:	Attest:	
By:	Title:	
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.

Executed this <u>\langle 5</u> day of <u>\alpha\rho\rangle i\langle</u>	, 2 <u>014</u> .
(SPONSOR'S SEAL)	(Signature of Sponsor's Designated Official Representative) (Typed Name of Sponsor's Designated Official Representative)
Title:	(Typed Name of Sponsor's Designated Official Representative) (Typed Title of Sponsor's Designated Official Representative)
Attest:	(Typed Title of Sponsor's Designated Official Representative) (Signature of Witness)
Title:	(Typed Title of Witness)
CERTIFICATE OF SF	PONSOR'S ATTORNEY ponsor do hereby certify:
That in my opinion the Sponsor is empowered to enter i State of Now Hanghar. Further, I have examine by said Sponsor and Sponsor's official representative had in all respects due and proper and in accordance with the grants involving projects to be carried out on property not that will prevent full performance by the Sponsor. Further constitutes a legal and binding obligation of the Sponsor.	nto the foregoing Grant Agreement under the laws of the ned the foregoing Grant Agreement and the actions taken as been duly authorized and that the execution thereof is ne laws of the said State and the Act. In addition, for out owned by the Sponsor, there are no legal impediments or, it is my opinion that the said Grant Agreement in accordance with the terms thereof.
Dated at Conwo, My this 15	th day of April , 2014.
By:	(Signature of Sponsor's Attorney)



CERTIFICATE OF VOTE

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

I do further certify that Thomas J. Aspell, Jr. is the City Manager of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver on behalf of the municipality any contracts with the State of New Hampshire for the purpose of construct, mark, light and sign parallel Taxiway 'B' Phase II and associated stub taxiways; environmental mitigation. This authority was given during an official meeting of the Concord City Council on April 14, 2014.

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

In witness whereof, I have hereunto set my hand and attached the seal of the City of Concord on this 17th day of April 2014.

Signature

SEAL

City Clerk

State of New Hampshire, County of Merrimack

Dated this 17th day of April 2014 personally appeared Janice Bonenfant, who subscribed and sworn to the above statement.

Attest

Notary Public





CERTIFICATE OF INSURANCE

This	is	to	ce	rtify	' to
(Car	tifi.	2	ا ما	ام	der)

State of New Hampshire - Department of Transportation

Certificate Holder): John O. Morton Building

7 Hazen Drive / Post Office Box 483

Concord, NH 03302-0483

The following policy(ies)

City of Concord 41 Green Street Concord, NH 0330

Have been issued t	Concord, NH				
	RS AND OPERATORS POLIC				
	NO: PR 001659 16	POLICY PERIOD:	FROM: July 1,	2013 TC): July 1, 2014
	IS EFFECTIVE 12:01 A.M. July PANY: OLD REPUBLIC INSUI				
LIABILITY COVE			IMITS OF LIABIL	İTV	
	e General Liability	\$ XXXX	Each Person	\$ 5,000,000	Each Occurrence*
- ·	erations / Products Liability	\$ XXXX	Each Person	\$ 5,000,000	Each Occurrence*
☐ Hangarkeeper		\$	Each Person	\$	Each Loss*
Hangarkeeper Premises Med		\$	Each Person	\$	Each Accident*
		\$	Each Person	\$	Each Loss*
☐ Breach of War ☐ Included as an ☐ Provided a Wa	coss Payee for Aircraft Physical ranty Coverage on Aircraft Phys Additional Insured, but only with over of Subrogation on Aircraft F	ical Damage as their in h respect to liability aris Physical Damage Cover	sing out of your "Air		of the Insured Value.
above; however, the C	de to give the Certificate Holder six ompany assumes no responsibility the policy(ies) specified above.				
				Phoenix Aviat	ion Representative:
Agency Name:	NationAir Insurance - NH			() 110	11 .1
Agency Phone:	800-356-7075			Yout L	Howard

Date: April 15, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/24/2014

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

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

PRODUCER LIC #0437153	1-212-948-1306	CONTACT NAME:	
Marsh Risk & Insurance Services CIRTS Support@internal.jacobs.com		PHONE FAX (A/C, No. Ext): (A/C, No.	o):
777 S. Figueroa Street		E-MAIL ADDRESS:	
Los Angeles, CA 90017-5822		PRODUCER CUSTOMER ID #:	
Fax to: 1-212-948-1306		INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED		INSURER A: ACE AMER INS CO	22667
Jacobs Engineering Group Inc.		INSURER B:	
155 North Lake Avenue, 9th Floo	r	INSURER C:	
Pasadena, CA 91101		INSURER D:	
rabadila, di 51101		INSURER E :	
		INSURER F :	
COVERACES	DTICKATE NUMBED, 29912107	DEVICION 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	ACCUSIONS AND CONDITIONS OF SUCH	ADDL	SUBR		POLICY EFF	POLICY EXP		_
		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
A	GENERAL LIABILITY			HDO G25529030	07/01/13	07/01/14	EACH OCCURRENCE	\$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 10,000
	X CONTRACTUAL LIABILITY						PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	POLICY X PRO- JECT LOC							\$
	AUTOMOBILE LIABILITY X ANY AUTO			ISA H08635651	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANT AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SCF C47318798 (WI)	07/01/13	07/01/14	X WC STATU- OTH- TORY LIMITS ER	
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WCU C4731883A (LA, OH, T	() 107/01/13	07/01/14	E.L. EACH ACCIDENT	\$ 100,000
A	(Mandatory in NH)			WLR C47318786 (AOS)	07/01/13	07/01/14	E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
	PROFESSIONAL LIABILITY LIABILITY *CLAIMS MADE*			EON G21655065 004	07/01/13	07/01/14	PER CLAIM/PER AGGREGATE DEFENSE INCLUDED	1,000,000
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	ttach	ACORD 101. Additional Remarks Schedule	. if more space is	required)	Januar Inches	

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

CERTIFICATE HOLDER		CANCELLATION		
City of Concord, NH City Hall		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
41 Green Street		AUTHORIZED REPRESENTATIVE		
Concord, NH 03301	USA	Jun 1		

AMENDMENT OF CANCELLATION PROVISIONS NOTICE TO ADDITIONAL INTEREST(S)

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 7		
Policy Symbol HDO	Policy Number G25529030	Policy Period 07/01/2013 to 07/01/2014	Effective Date of Endorsement 07/01/2013		
Issued By (Name of Insurance Company) ACE American Insurance Company					

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance provided under the following:
SCHEDULE
Number of days advance notice: 30
In the event we cancel this policy, we agree to mail prior written notice of cancellation to:
Name: City of Concord Address 4100 Green Street, Concord, NH 03301
Name: Address

LD-12984 (11/02)

Name:

CANCELLATION - NOTICE TO ADDITIONAL INTERESTS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 37	
Policy Symbol HDO	Policy Number G25529030	Policy Period 07/01/2013 to 07/01/2014	Effective Date of Endorsement 07/01/2013	
	e of Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLIC						
This Endorsement modifies insurance provided under the following: Commercial General Liability Coverage Form						
Excess Commercial General						
In the event that we cancel the policy, we agree to mail to the another than advance notice if the cancellation is for nonpayme cancellation is for a legally permissible reason other than nonparts.	nt of premium and 30 days advance notice if the					
Schedule:						
Name: The State of New Hampshire, Department of Transponderess: John O. Morton Building 7, Hazen Drive, Concord, N						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:						
Name: Address:	David a Telipum					
	Authorized Agent					

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

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 245			
Policy Symbol Policy Number Policy Period		Effective Date of Endorsement 07/01/2013				
	Issued By (Name of Insurance Company) ACE American Insurance Company					

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

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM TRUCKERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM GARAGE COVERAGE FORM

SCHEDULE

Number of	Number of days advance notice: 30					
Name:	City of Concord					
Address:	41 Green Street, Concord, NH 03301					
Name:	State of New Hampshire Department of Tran	sportation				
Address:	7 Hazen Drive, Concord, NH 03302					
Name:						
Address:						
Name:						
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DA-13116 12/02

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Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number		
JACOBS ENGINEERING GROUP INC.			
155 NORTH LAKE AVENUE	Policy Number		
PASADENA CA 91101	Symbol: WLR Number: C47318786		
Policy Period	Effective Date of Endorsement		
07-01-2013 TO 07-01-2014	07-01-2013		
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			
Insert the policy number. The remainder of the information is to	he completed only when this endorsement is issued subsequent to the preparation of the policy		

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

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:

A. Schedule*

Entity	No. Of Days
All entities or persons holding certificates of insurance reflecting the policy	for nonpayment of premium
CITY OF CONCORD	30 for all other reasons
41 GREEN STREET	
CONCORD, NH 03301	
*Information required to complete this Schedule, if not show	n on this endorsement, will be shown in the Declarations.

B. Provisions

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

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

Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number		
JACOBS ENGINEERING GROUP INC. 1 155 NORTH LAKE AVENUE	Deliau Number		
PASADENA CA 91101	Policy Number Symbol: WLR Number: C47318786		
Policy Period	Effective Date of Endorsement		
07-01-2013 TO 07-01-2014	07-01-2013		
Issued By (Name of Insurance Company)			
ACE AMERICAN INSURANCE COMPANY			
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy			

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

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:

A. Schedule*

Entity	No. Of Days	
All entities or persons holding certificates of insurance reflecting the policy	for nonpayment of premium	
STATE OF NEW HAMPSHIRE DEPARTMENT OF	_30 _ for all other reasons	
TRANSPORTATION, 7 HAZEN DRIVE,		
CONCORD, NH 03302		
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.		

B. Provisions

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

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

hally DEUP

Authorized Agent

WC 99 04 36 (4/06) Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named insured Jacobs Engineering Group, Inc			Endorsement Number 63		
Pallay Symbol EON	Policy Number G21655065 004	Policy Period 07/01/2013 to 07/01/2014	Effective Date of Endorsement 07/01/2013		
Issued By (Name of Insurance Company) ACE American Insurance Company					

TERMINATION AMENDED ENDORSEMENT

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

Notwithstanding anything in the foregoing to the contrary, notices to the insureds of termination of this Policy shall be addressed to the following within 30 days of such termination:

City of Concord 41 Green Street Concord, NH 03301

And

State of New Hampshire Department of Transportation Contract No. is RFP-48-09 7 Hazen Drive Concord, NH 03302

All other terms and conditions of this Policy remain unchanged.

JOHN J. LUPICA, President

Authorized Representative

CONCORD MUNICIPAL AIRPORT

TAXIWAY CONSTRUCTION PROJECT PHASE 2 & 3

SBG-04-10-2013

GRANT APPLICATION

Submitted By: The City of Concord New Hampshire

Contact: Ms. Martha Drukker Associate Engineer 41 Green Street Concord, NH 03301 (603) 225-8520 MDrukker@ConcordNH.gov

TABLE OF CONTENTS

APPLICATION

SF-424 Form - Application for Federal Assistance

FAA Form 5100-100 – Parts II, III, and IV

Certification of Contracts, Grants, Loans, and Cooperative Agreements

Exhibit A Property Map

APPENDIX

Appendix 1 - Existing Airport Layout Plan

Appendix 2 – Standard Sponsor Certification Forms

Appendix 3 - Grant Assurances for Airport Sponsors

Appendix 4 – Environmental Impact and Coordination Documentation

Appendix 5 – Organizational Chart

Appendix 6 – Scope of Work and Fee Estimate for Engineering Services

Appendix 7 – Scope of Work and Fee Estimate for Bidding Services

Appendix 8 – Scope of Work and Fee Estimate for Materials Testing Services

Appendix 9 – Scope of Work and Fee Estimate for Richard D. Bartlett & Associates Survey

Appendix 10 – Contractor Bid Tabulation

Appendix 11 – Engineer's Estimate of Probable Construction Cost

Appendix 12 – FY 2012-2014 DBE Goal Concurrence

Appendix 13 – Project Cost Breakdown

Application for Federal Assistance SF-424					
*1. Type of Submission:	*2. Type of Application	ion * If Revision, select appro			
Preapplication	☐ New		RECEIVED		
	□ Continuation	*Other (Specify)	MAR 2 0 2014		
☐ Changed/Corrected Application	Revision		ALL AEDONALTICS		
*3. Date Received: 4.	. Applicant Identifier:		WIT ALL HOLY IS THE		
5a. Federal Entity Identifier:		*5b. Federal Award Identifier:			
State Use Only:					
6. Date Received by State:	7. State Ap	plication Identifier: SBG-04-10-2	2013		
8. APPLICANT INFORMATION:					
*a. Legal Name: City of Concord					
*b. Employer/Taxpayer Identification I	Number (EIN/TIN):	*c. Organizational DUNS: 073-976-680			
d. Address:					
*Street 1: 41 Green S	Street				
Street 2:					
City: <u>Concord</u>					
County:					
*State: NH					
Province:					
*Country: <u>USA</u>					
*Zip / Postal Code 03301					
e. Organizational Unit:		1			
Department Name:		Division Name: Community Development			
Concord Municipal Airport	to be contact	<u> </u>	anniination:		
f. Name and contact information of			ірріїсацоп.		
Prefix: Ms.	*First Name: <u>N</u>	Martha			
Middle Name:					
*Last Name: <u>Drukker</u>					
	Suffix:				
Title: Associate City Engin	eer				
Organizational Affiliation:					
*Telephone Number: (603) 225-8520		Fax Number: (603) 230-363	0		
*Email: MDrukker@ConcordNH.gov					

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type:
C. City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
*Other (Specify) None
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number:
20.106
CFDA Title:
Airport Improvement Program
12. Funding Opportunity Number:
Title:
13. Competition Identification Number:
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.):
City of Concord, Merrimack County, State of New Hampshire
*15. Descriptive Title of Applicant's Project:
Construct Taxiways B, B1, A1 and a portion of Taxiway A.
Attach supporting documents as specified in agency instructions.
staton supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424						
16. Congressional Districts Of:						
*a. Applicant 2nd	*b. Program/Project: 2nd					
Attach an additional list of Program/Project Congressional Districts if nee	Attach an additional list of Program/Project Congressional Districts if needed.					
17. Proposed Project:	line at					
*a. Start Date: June 2014	*b. End Date: January 2015					
18. Estimated Funding (\$):						
*a. Federal \$1,612,000.00 /						
*b. Applicant \$89,555.56						
*c. State \$89,555.5\$						
*d. Local						
*e. Other						
*f. Program Income						
\$1,791,005.50						
*19. Is Application Subject to Review By State Under Executive Ord □ a. This application was made available to the State under the Execu □ b. Program is subject to E.O. 12372 but has not been selected by the □ c. Program is not covered by E. O. 12372	tive Order 12372 Process for review on N/A					
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", pr	ovide explanation.)					
☐ Yes ⊠ No	,					
21. *By signing this application, I certify (1) to the statements contained in herein are true, complete and accurate to the best of my knowledge. I all with any resulting terms if I accept an award. I am aware that any false, me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, S.	so provide the required assurances** and agree to comply fictitious, or fraudulent statements or daims may subject					
** The list of certifications and assurances, or an internet site where you agency specific instructions.	may obtain this list, is contained in the announcement or					
Authorized Representative:						
Prefix: Mr. *First Name: Thor	nas					
Middle Name: J.						
*Last Name: Aspell						
Suffix: <u>Jr.</u>						
*Title: City Manager						
*Telephone Number: (603) 225-8570	Fax Number: 603-225-8558					
* Email: TAspell@ConcordNH.gov						
*Signature of Authorized Representative:	*Date Signed: 3 - 14 - 14					

PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1. Does this assistance request require State, local, regional, or other priority rating?	Name of Governing Body: Priority:
Yes x No	
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? Yes X 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 x No	(Attach Comments) Exempt from EO 12372 processes. Taxiway Construction is on airport property. Any off airport clearing not previously approved with follow the EO 12372 process.
Item 4. Does this assistance request require State, local, regional or other planning approval? Yes X No	Name of Approving Agency: Date: / /
Item 5. Is the proposal project covered by an approved comprehensive plan? X Yes No	Check one: State Local Regional Location of Plan: NH DOT Bureau of Aeronautics (CIP);
	City of Concord NH (ALP)
Item 6. Will the assistance requested serve a Federal installation? Yes x No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? Yes x 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?	Disturbed habitat will be mitigated by relocation of lupine plants, habitat clearing, and transfer of funds to the NH F&G.
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? Yes x No	Number of: Individuals: Families: Businesses: Farms:

Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? Yes X No	See instructions for additional information to be provided.
--	---

FAA Form 5100-100 (6-73) SUPERSEDES FAA FORM 5100-1 (9-03)

Page 2

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

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

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

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

None.

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

Not Applicable.

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

Yes.

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

Not Applicable.

6. Consultation with Users. In making a decision to undertake 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. Coordination meetings will be conducted prior to project construction start-up. In addition, the airport will notify/update the users at the Airport's weekly coordination meeting during construction.

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

Not Applicable.

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

Not Applicable.

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:
None.
40 Lond (C) The common holds the following control in the following control of the big to the holds to the control of the big to the
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 sponsor owns fee title, without adverse interests, all land being used as part of this project. Specific information regarding the property interest is contained in the Airport's Exhibit "A" on file with FAA – NE Regional office in Burlington, MA and the NHDOT Bureau of Aeronautics.
The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.
(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":
Not applicable. No land acquisition required for the project.
(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"
Not applicable. No land acquisition required for the project.
*State 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.

OMB NO. 2120-0569 U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION PART III - BUDGET INFORMATION - CONSTRUCTION **SECTION A - GENERAL** 1. Federal Domestic Assistance Catalog No. 20.106 2. Functional or Other Breakout...... Airport Improvement Program SECTION B -CALCULATION OF FEDERAL GRANT Use only for revisions Total Cost Classification Adjustment Amount Latest Approved Amount + or (-) Required \$5,149.61 1. Administration expense \$ \$ 2. Preliminary expense \$ 32,000 3. Land, structures, right-of-way 4. Architectural engineering basic fees \$ 99,194 5. Other Architectural engineering fees \$ 33,420 \$ 105,222 6. Project inspection fees 7. Land development 8. Relocation Expenses 9. Relocation payments to Individuals and Businesses 10. Demolition and removal \$ 1,409,275.50 11. Construction and project improvement 12. Equipment \$ 106,850 13. Miscellaneous \$1,791,111.11 14. Total (Lines 1 through 13) 15. Estimated Income (if applicable) 16. Net Project Amount (Line 14 minus 15) \$1,791,111.11 Less: Ineligible Exclusions 18. Add: Contingencies 19. Total Project Amt. (Excluding Rehabilitation Grants) \$1,791,111.11 \$1,612,000.00 20. Federal Share requested of Line 19 21. Add Rehabilitation Grants Requested (100 Percent) \$1,612,000.00 22. Total Federal grant requested (lines 20 & 21)

\$

23. Grantee share

24. Other shares

25. Total Project (Lines 22, 23 & 24)

\$89,555.56

\$89,555.55

\$1,791,111.11

\$

U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0569 **SECTION C - EXCLUSIONS** Ineligible for **Excluded From** Classification Participation **Contingency Provision** (1) (2) \$ \$ a. b. C. d. e. f. \$ \$ 0 **Totals** g. SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE 27. Grantee Share a. Securities b. Mortgages c. Appropriations (By Applicant) \$89,555.56 d. Bonds e. Tax Levies f. Non Cash g. Other (Explain) h. TOTAL - Grantee share \$89,555.56 28. Other Shares a. State \$89,555.55 b. Other c. Total Other Shares \$89,555.55 29. TOTAL \$ 179,111.11 **SECTION E - REMARKS** PART IV PROGRAM NARRATIVE (Attach - See Instructions)

PART IV PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: Taxiway Construction Project - Phase 2 & 3

AIRPORT: Concord Municipal Airport

1. Objective:

In general Taxiway B will run parallel to Runway 12-30. The purpose of Taxiway B is to improve safety by eliminating the need for aircraft to back taxi on Runway 12-30.

Taxiway B1 will connect Runway 12-30 and Taxiway B. The purpose of this taxiway is to provide access to/from the New Hampshire Army National Guard facility and the Runway 12 threshold.

Taxiway A1 will connect Runway 17-35 and existing Taxiway A. The purpose of Taxiway A1 is to improve access between Runway 17-35 and Taxiway A. In conjunction with Taxiway B, this taxiway will also improve access to/from Runway 12-30

Due to its configuration and large open paved area exiting Taxiway A1 has been identified as a safety hazard. The purpose of the new Taxiway A extension is to eliminate the existing Taxiway A1.

2. Benefits Anticipated:

The new taxiways will improve safety at Concord Municipal Airport by providing direct designated access to/from the runways. The new taxiways will also reduce runway occupancy time and eliminate the need to back taxi on the runways.

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

Phase 2 includes the construction of the western most half of Taxiway B, Taxiway B1 and Taxiway A1. Phase 2 is anticipated to be constructed in 2014-2015. Phase 3 includes the demolition of existing Taxiway A1 and the extension of Taxiway A. Phase 3 is anticipated to be constructed in 2014-2015.

The project includes mitigation for land and habitat disturbance as outlined in the 2010 Environmental Assessment and the Biological Opinion. Mitigation will consist of transplanting blue lupine plants, relocating karner blue butterflies and eggs, and payment to the New Hampshire Fish and Game Department for future use to create and/or maintain habitat.

Jacobs Engineering will be hired by the City to perform Construction Administration and Resident Engineering Services, as well as Bidding Services. Reference Appendix 6 for the Scope and Fee Estimate for Engineering Services. Reference Appendix 7 for Scope and Fee Estimate for Bidding Services.

Geotechnical Services Inc. (GSI) will contract directly with the City of Concord and will perform all Quality Assurance Materials Testing. Reference Appendix 8 for the Scope and Fee Estimate for Materials Testing.

The City of Concord will approach the land owners in the vicinity of Lawrence Street regarding FAA identified obstructions in the Runway 12 20:1 approach. Costs are included for the city's surveyor – Richard D. Bartlett – to conduct property line survey and identify tree locations relative to the property lines (Appendix 9). Estimated costs for tree clearing (Appendix 13) in the vicinity of Lawrence Street is included should a written agreement between the City and the land owners be obtained.

The City of Concord will contract directly with an independent contractor to layout and certify the Compass Calibration Pad.

The grant includes costs for rebidding the Phase 2 and 3 project, an update to the SWPPP for the anticipated 2014 EPA Multi-sector General Permit and an update to the Airport's DBE goal for FFY 2015-2017.

4. Geographic Location:

The new taxiways will be constructed at Concord Municipal Airport -- Concord New Hampshire.

5. If Applicable, Provide Additional Information:

Environmental Impacts:

The Environmental impacts for this project were extensively studied during the 2010 Environmental Assessment. Disturbed Habitat will be mitigated via transplanting lupine plants, clearing habitat areas and transfer of funds to the NH F&G Department for use to create and protect habitat.

Federal Aviation Administration - Finding of No Significant Impact (FONSI). Reference Appendix 4. US Fish and Wildlife Service – Biological Opinion (pending approval of revised alignment)

Reference 2010 Environmental Assessment

NH Department of Environmental Services - Alteration of Terrain Permit. Reference Appendix 4.

NH Division of Historical Resources - No Adverse Effect Memo. Reference Appendix 4.

Federal Aviation Administration – Consultation and Coordination with Indian Tribal Governments.

Reference Appendix 4.

Mitigation Agreement Between the City of Concord and the NH F&G Dept. (Pending)

Project Disadvantaged Business Enterprise (DBE) Statement

The City of Concord New Hampshire's Disadvantaged Business Enterprise (DBE) goal for FY 2012-2014 is 4.1% of the Federal Financial assistance expended in FAA-assisted contracts. This goal and methodology were approved by FAA Civil Rights and DBE Compliance in a letter dated September 13, 2011.

In accordance with this goal and methodology the project included in this grant application has a 4.1% DBE goal. Reference Appendix 12 for the FAA's FY 2012-2014 DBE Goal Concurrence.

Project Coordination Efforts

Prior to construction there will be a Pre-Construction Meeting. During construction there will be weekly construction coordination meetings. During these meetings project schedule, environmental coordination, and impacts to air traffic will be discussed. The following will be invited to attend the meetings:

City of Concord Jacobs Engineering

Geotechnical Services Inc.

Continental Paving Inc.

New Hampshire Department of Transportation – Bureau of Aeronautics

New Hampshire Army National Guard

Concord Aviation Services

Airport Users and Tenants

New Hampshire Fish and Game Department

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

Ms. Martha Drukker Associate Engineer City of Concord 41 Green Street Concord, NH 03301

603-225-8520

Certification of Contracts, Grants, Loans, and Cooperative Agreements

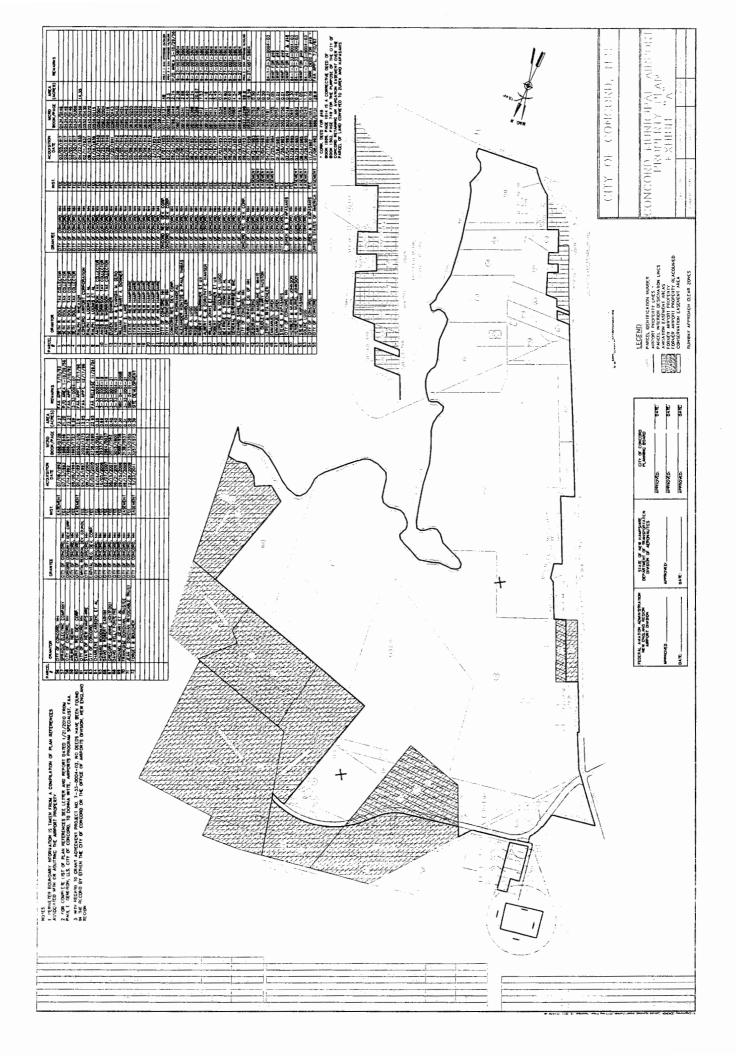
The undersigned certifies, to the best of his or her knowledge and belief, that:

- 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 sub awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material 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 tile 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.

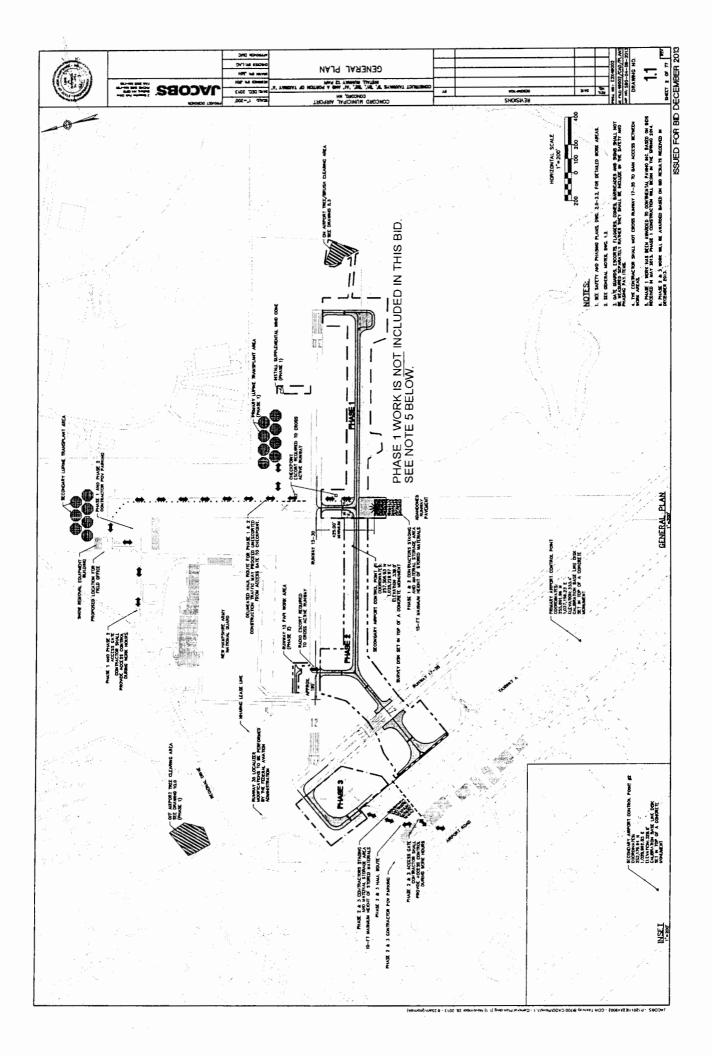
Date:	3119114	Thomas J. Aspell, Jr Name of Airport Sponsor
		Signature of Authorized Official
		City Manager Title of Authorized Official

EXHIBIT "A" PROPERTY MAP



APPENDIX 1

Project Sketch



APPENDIX 2

Standard Sponsor Certification Forms

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

		AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION			
		SELECTION OF CONSULTANTS			
Ci	ty of Concord NH	Concord Municipal Airport	SBG-04-10-	2013	
No. of consumer war	(Sponsor)	(Airport)	(Proj	ect Number,)
	ixiway Construction Project– F York Description)	hase 2 & 3			
sp un wit Sp sta Pla Ex this	onsor that it will comply with the der the Airport Improvement Fithin Federal grant programs are consors may use other qualificandards in 49 CFR 18 and FAA anning Consultant Services for the certified items below aspect of project implements	etion 47105(d), authorizes the Secretary to restatutory and administrative requirements frogram (AIP). General standards for select reduced described in Title 49, Code of Federal Relations-based procedures provided they are Advisory Circular 150/5100-14, Architecture Airport Grant Projects. Tow marked not applicable (N/A), the list included in although it is not comprehensive, nor dicable statutory and administrative standard	in carrying of ion of consul gulations (CF equivalent to al, Engineer udes major re does it relieve	out a project tant servi FR), Part specific ing, and equiremen	ect ices 18.36.
			Yes	No	N/A
1.	Solicitations were (will be) m a wide area of interest.	ade to ensure fair and open competition from	n 🖂		
2.		lected using competitive procedures based and disadvantaged enterprise requirement ough negotiations.	s 🛚		
3.	considerations involved in the	been (will be) prepared reflecting e establishment of fees, which are not or's independent cost estimate.	\boxtimes		
4.		es are to be performed by sponsor force roval was (will be) obtained from the FAA.	\boxtimes		
5.		racts clearly establish (will establish) the the division of responsibilities between all out elements of the project.	\boxtimes		
6.		neligible for AIP funding are (will be) clearly eligible items in solicitations, contracts, and	d 🗌		\boxtimes

7. Mandatory contact provisions for grant-assisted contracts have been (will

8. The cost-plus-percentage-of-cost methods of contracting prohibited under

be) included in consultant services contracts.

Federal standards were not (will not be) used.

 \boxtimes

 \boxtimes

_	hange 1 Appendix 25. Standard Sponsor Certification	Appendix 25. Standard Sponsor Certification Forms		
••••		Yes	No	N/A
9.	If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specificall described in the advertisement, and future work will not be initiated beyond five years.	<u></u>		
	ertify, for the project identified herein, responses to the forgoing items are ve prepared documentation attached hereto for any item marked "no" that			

City of Concord New Hampshire (Name of Sponsor) (Signature of Sponsor's Designated Official Representative) Thomas J. Aspell, Jr. (Typed Name of Sponsor's Designated Official Representative) City Manager (Typed Title of Sponsor's Designated Official Representative) 3.14.14 (Date)

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION PROJECT PLANS AND SPECIFICATIONS

City of Concord NH	Concord Municipal Airport	SBG-04-10-2013			
(Sponsor)	(Airport)	(Project Number)			
Taxiway Construction Project- Phase 2 & 3					
(Mark Description)					

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

		Yes	No	N/A
1.	The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	\boxtimes		
2.	Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	\boxtimes		
3.	The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	\boxtimes_{1}		
4.	Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.			\boxtimes
5.	The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	\boxtimes		
6.	If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.			\boxtimes
7.	The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	\boxtimes		

Order 5100.38B Change 1 Appendix 25. Standard Sponsor Certification Forms					
		Yes	No	N/A	
8.	For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	\boxtimes			
9.	9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.				
ha	ertify, for the project identified herein, responses to the forgoing items are accessed to the forgoing items are accessed to prepared documentation attached hereto for any item marked "no" that is contact to the following that the following the following the following that the following the following that the following that the following the following that the following the following that the following the following that the following the following that the following the following the following that the following the				
*******	(Name of Sponsor)				
	-136 light 1				
	(Signature of Sponsor's Designated Official Representative)				
Th	nomas J. Aspell, Jr.				
(Typed Name of Sponsor's Designated Official Representative)					
City Manager					
(Typed Title of Sponsor's Designated Official Representative)					
	3.19.14				
***************************************	(Date)				

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION **EQUIPMENT/CONSTRUCTION CONTRACTS**

City of Concord NH	Concord Municipal Airport	SBG-04-10-2013		
(Sponsor)	(Airport)	(Project Number)		
Taxiway Construction Project	t– Phase 2 & 3			
(Work Description)				

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

		res	1/10	IN/A
1.	A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	\boxtimes		
2.	Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	\boxtimes		
3.	The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	\boxtimes		
4.	 The bid solicitation clearly and accurately describes (will describe): a. The current Federal wage rate determination for all construction projects, and b. All other requirements of the equipment and/or services to be provided. 	\boxtimes		
5.	 Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances: a. Only one qualified person/firm submits a responsive bid, b. The contract is to be awarded to other than the lowest responsible bidder, c. Life cycle costing is a factor in selecting the lowest responsive bidder, or d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate. 	\boxtimes		

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Appendix 25. Standard Sponsor Certification Forms

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			Yes	 No	N/A
6	ΔII	contracts exceeding \$100,000 require (will require) the following	100	- INU	14//\
υ.		visions:			
	a.	A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
	b.	Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contact terms; and	\boxtimes		
	C.	Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7.	All	construction contracts contain (will contain) provisions for:			
	a.	Compliance with the Copeland "Anti-Kick Back" Act, and	5 7		
	b.	Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	\boxtimes	LJ	
8.		construction contracts exceeding \$2,000 contain (will contain) the bwing provisions:			
	a.	Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	\boxtimes		
	b.	Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9.	app	construction contracts exceeding \$10,000 contain (will contain) propriate clauses from 41 CFR Part 60 for compliance with Executive lers 11246 and 11375 on Equal Employment Opportunity.	\boxtimes		
10	Title	contracts and subcontracts contain (will contain) clauses required from e VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for advantaged Business Enterprises.	\boxtimes		
11.	sub deb Dep	propriate checks have been (will be) made to assure that contracts or contracts are not awarded to those individuals or firms suspended, earred, or voluntarily excluded from doing business with any U.S. partment of Transportation (DOT) element and appearing on the DOT fied List.	\boxtimes		
		, for the project identified herein, responses to the forgoing items are accord documentation attached hereto for any item marked "no" that is correct			nd have
Ci	y of	Concord New Hampshire			
	_	(Name of Sponsor)			
	(Signa	ature of Sponsor's Designated Official Representative)			
Th		s J. Aspell, Jr.			
(Typed	Name of Sponsor's Designated Official Representative)			
Cit	y Ma	nager			
(Турес	d Title of Sponsor's Designated Official Representative)			
***********		3.19.14			
		(Date)			

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION REAL PROPERTY ACQUISITION

City of Concord NH	Concord Municipal Airport	SBG-04-10-2013
(Sponsor)	(Airport)	(Project Number)
Taxiway Construction Project— (Work Description)	Phase 2 & 3	

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in Title 49, Code of Federal Regulations (CFR), Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	\boxtimes		
If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.			\boxtimes
If property for airport development is (will be) leased, the following conditions have been met:			
a. The term is for 20 years or the useful life of the project,b. The lessor is a public agency, and			\boxtimes
c. The lease contains no provisions that prevent full compliance with the grant agreement.			
Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.			
For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.			\boxtimes
For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following:			577
 a. The right of flight, b. The right of ingress and egress to remove obstructions, and c. The right to restrict the establishment of future obstructions. 			\boxtimes
	sufficient title as well as title evidence on property in the project. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated. If property for airport development is (will be) leased, the following conditions have been met: a. The term is for 20 years or the useful life of the project, b. The lessor is a public agency, and c. The lease contains no provisions that prevent full compliance with the grant agreement. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following: a. The right of flight, b. The right of ingress and egress to remove obstructions, and	The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated. If property for airport development is (will be) leased, the following conditions have been met: a. The term is for 20 years or the useful life of the project, b. The lease contains no provisions that prevent full compliance with the grant agreement. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following: a. The right of flight, b. The right of ingress and egress to remove obstructions, and	The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated. If property for airport development is (will be) leased, the following conditions have been met: a. The term is for 20 years or the useful life of the project, b. The lessor is a public agency, and c. The lease contains no provisions that prevent full compliance with the grant agreement. Property in the project is (will be) in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be)obtained for the following: a. The right of flight, b. The right of ingress and egress to remove obstructions, and

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Appendix 25. Standard Sponsor Certification Forms

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••••	• • • • • •		Yes	No	N/A		
7.		oraisals prepared by qualified real estate appraisers hired by the sponsor ude (will include) the following:		· · · · · · · · · · · · · · · · · · ·			
	a.	Valuation data to estimate the current market value for the property interest acquired on each parcel, and			\boxtimes		
	b.	Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.					
8.	rec	ch appraisal has been (will be) reviewed by a qualified review appraiser to ommend an amount for the offer of just compensation, and the written braisals as well as review appraisal are available to FAA for review.			\boxtimes		
9.		ritten offer to acquire each parcel was (will be) presented to the property ner for not less than the approved amount of just compensation.			\boxtimes		
10.		ort was (will be) made to acquire each property through the following obtaining procedures:			_		
	a. b.	No coercive action to induce agreement, and Supporting documents for settlements included in the project files.					
11.		negotiated settlement is not reached, the following procedures were (will used:					
	a. b.	Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and Supporting documents for awards included in the project files.					
12.	If di orga esta	splacement of persons, businesses, farm operations, or non-profit anizations is involved, a relocation assistance program was (will be) ablished, with displaced parties receiving general information on the gram in writing, including relocation eligibility, and a 90-day notice to			\boxtimes		
13.	pay reas	ocation assistance services, comparable replacement housing, and ment of necessary relocation expenses were (will be) provided within a sonable time period for each displaced occupant in accordance with the form Act.			\boxtimes		
	I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.						
Cit	y of	Concord New Hampshire					
		(Name of Sponsor) A real 1					
	-	ature of Sponsor's Designated Official Representative)					
		s J. Aspell, Jr.					
	(Typed Name of Sponsor's Designated Official Representative)						
		anager					
(ı ypec	d Title of Sponsor's Designated Official Representative) 3・L4、L4					
		(Date)					

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION

CONSTRUCTION PROJECT FINAL ACCEPTANCE

Ci	ty of Concord NH	Concord Municipal Airport	SB	G-04-10-	2013	
	(Sponsor) axiway Construction Project– Vork Description)	(Airport) Phase 2 & 3		(Proje	ect Number)	
spethe the cou	oonsor that it will comply with e Airport Improvement Progr onstruction projects are in Titl	ection 47105(d), authorizes the Secretary the statutory and administrative requirements. General standards for final acceptance 49, Code of Federal Regulations, Part 18 and proper in accordance with specific reco	ents in o e and o 3.50. T	arrying o lose out he spons	out a proje of federa or shall o	ect under Ily funded Ietermine
as	pect of project implementation	elow marked not applicable (N/A), the list in on, although it is not comprehensive, nor deatutory and administrative standards.				
				Yes	No	N/A
1.		roject administration, engineering supervision testing were (will be) determined to be qualific orm the work.		\boxtimes		
2.	Daily construction records we engineer/construction inspecta. Work in progress, b. Quality and quantity of c. Test locations and resurd. Instructions provided the Weather conditions, f. Equipment use, g. Labor requirements, h. Safety problems, and i. Changes required.	materials delivered, lts,				
3.	Weekly payroll records and s by the prime contractor and	statements of compliance were (will be) submereviewed by the sponsor for Federal labor are visory Circulars 150/5100-6 and 150/5100-15	ıd	\boxtimes		
4.		andated Federal provisions set forth in the en (will be) submitted to the FAA.		\boxtimes		
5.		s and specifications were (will be) performed as well as made available to the FAA.	and	\boxtimes		
6.	For any test results outside of actions were (will be) taken.	of allowable tolerances, appropriate correctiv	е	\boxtimes		

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Appendix 25. Standard Sponsor Certification Forms

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•••••	•••••		Yes	No	N/A
7.	Payments of provisions	to the contractor were (will be) made in compliance with contract as follows:			
		ents are verified by the sponsor's internal audit of contract records by the resident engineer, and	\boxtimes		
:	applie	ropriate, pay reduction factors required by the specifications are d in computing final payments and a summary of pay reductions available to the FAA.			
8.	changes, o	t was (will be) accomplished without significant deviations, or modifications from the approved plans and specifications, except roval is obtained from the FAA.	\boxtimes		
9.		ect inspection was (will be) conducted with representatives of the did the contractor and project files contain documentation of the final	\boxtimes		
10.	actions req	e grant agreement was (will be) physically completed and corrective uired as a result of the final inspection is completed to the of the sponsor.	\boxtimes		
11.		e, the as-built plans, an equipment inventory, and a revised airport have been (will be) submitted to the FAA.	\boxtimes		
12.	Applicable FAA.	close out financial reports have been (will be) submitted to the	\boxtimes		
		e project identified herein, responses to the forgoing items are accumentation attached hereto for any item marked "no" that is correct			ind have
Cit	y of Conco	rd New Hampshire			
		(Name of Sponsor)			
		freel I			
	(Signature of S	Sponsor's Designated Official Representative)			
Th	omas J. As	pell, Jr.			
(Typed Name of	Sponsor's Designated Official Representative)			
Cit	y Manager				
(Typed Title of	Sponsor's Designated Official Representative)			
		3119.14			
		(Date)			

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM SPONSOR CERTIFICATION DRUG-FREE WORKPLACE

City of Concord NH		Concord Municipal Airport	SBG-04-10-2	2013	
	(Sponsor) axiway Construction Project— Pl Vork Description)	(Airport)	(Proje	ect Number)	
sp the gra ce	onsor that it will comply with the e Airport Improvement Program ant programs are described in ^a artify they will be, or will continue	tion 47105(d), authorizes the Secretary to re e statutory and administrative requirements i (AIP). General requirements on the drug-fr litle 49, Code of Federal Regulations, Part 2 e to provide, a drug-free workplace in accord ains specific assurances on the Drug-Free V	in carrying o ree workplac 29. Sponsors dance with th	ut a proje e within l s are req le regula	ect under Federal uired to tion. The
ası	pect of project implementation,	w marked not applicable (N/A), the list include although it is not comprehensive, nor does utory and administrative standards.			
			Yes	No	N/A
1.	unlawful manufacture, distributi controlled substance is prohibit	published notifying employees that the on, dispensing, possession, or use of a ed in the sponsor's workplace, and specifying employees for violation of such prohibition.	\boxtimes		
2.	c. Any available drug counse programs; andd. The penalties that may be	es about: e in the workplace; eintaining a drug-free workplace; eling, rehabilitation, and employee assistance imposed upon employees for drug abuse	\boxtimes		
3.		workplace. in the performance of the work has been (will ent required within item 1 above.	\boxtimes		
4.	 Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: a. Abide by the terms of the statement; and b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. 		\boxtimes		
5.	The FAA will be notified in writin notice under item 4b above from	ng within ten calendar days after receiving n an employee or otherwise receiving actual loyers of convicted employees must provide			

notice, including position title of the employee, to the FAA. Notices shall

include the project number of each affected grant.

Order	51	00	.38B
Chanc		1	

Change 1 Appendix 25. Standard Sponsor Certification Forms			!S		1/8/04	
••••	•••••		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Yes	No	N/A
6.	a r	e of the following actions will be taken within 30 calendar days otice under item 4b above with respect to any employee who i ovicted:	-			
	a.	Take appropriate personnel action against such an employer including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or		\boxtimes		
	b.	Require such employee to participate satisfactorily in a drug assistance or rehabilitation program approved for such purportion program, State, or local health, law enforcement, or other appagency.	oses by a			
7.	_	ood faith effort will be made to continue to maintain a drug-fre bugh implementation of items 1 through 6 above.	e workplace	\boxtimes		
for	the	ed additional documentation for any above items marked "n project identified herein, responses to the forgoing items ar rect and complete.				
		·				
CII	y of	Concord New Hampshire (Name of Sponsor)				
		- Level - 1				
	(Sigr	ature of Sponsor's Designated Official Representative)				
Th	oma	s J. Aspell, Jr.				
(7	Гурес	Name of Sponsor's Designated Official Representative)				
Cit	у М	anager				
(Туре	d Title of Sponsor's Designated Official Representative)				
		3.19.14				
		(Date)				

U.S. Department of Transportation Federal Aviation Administration Airport Improvement Program Drug Free Work Place - Sponsor Certification

Attachment to identify sites for performance of work described in the Grant Application

Concord Municipal Airport 71 Airport Road Concord, NH 03301 (Merrimack County)

City of Concord - Engineering 41 Green Street Concord, NH 03301 (Merrimack County)

Jacobs Engineering Group, Inc. 2 Executive Park Drive Bedford, NH 03110 (Hillsborough County)

The Smart Associates Environmental Consultants, Inc.
72 North Main Street
Concord, NH 03301
(Merrimack County)

Geotechnical Services Inc. 55 North Stark Highway Weare, NH 03281 (Hillsborough County)

F.L. Merrill Construction, Inc. 619 Sand Road Pembroke NH, 03275 (Merrimack County)

APPENDIX 3

Grant Assurances for Airport Sponsors



Grant Assurances Airport Sponsors

A. General.

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

B. Duration and Applicability.

- 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
- 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

- 3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.
- C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:
 - 1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act 40 U.S.C. 276(a), et seq. ¹
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- d. Hatch Act -5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. 12
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c. 1
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- 1. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Civil Rights Act of 1964 Title VI 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq. ¹
- r. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq. 1
- t. Copeland Anti kickback Act 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq. ¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 - Flood Plain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹

Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 Airport noise compatibility planning.
- d. 29 CFR Part 1 Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹
- f. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act). 1
- g. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements). 1
- h. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 New restrictions on lobbying.
- 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- 1. 49 CFR Part 24 Uniform relocation assistance and real property acquisition for Federal and federally assisted programs. 12
- m. 49 CFR Part 26 Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance. ¹
- o. 49 CFR Part 29 Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 Audits of States, Local Governments, and Non-Profit Organizations
 - ¹ These laws do not apply to airport planning sponsors.
 - These laws do not apply to private sponsors.
 - ³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.
- 3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

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

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a publicuse airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

- that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. Consistency with Local Plans. The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. Consideration of Local Interest. It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
- 9. Public Hearings. In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. 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 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.
- 11. Pavement Preventive Maintenance. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport,

it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites. For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
- 14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- 15. Veteran's Preference. It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam

- era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
- 16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.
- 17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 18. Planning Projects. In carrying out planning projects:
 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of

this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.
- 20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- 21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- 23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
 - a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - If allowing more than one fixed-based operator to provide such services b. would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.
- 24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the

airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

- 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports

- available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
- 27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that
 - a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
- 28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- It will keep up to date at all times an airport layout plan of the airport a. showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
- 30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

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

- from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
- 32. Engineering and Design Services. It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
- 33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 35. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
- 36. Access By Intercity Buses. The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to

- have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
- 37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
- 38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

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

APPENDIX 4

Environmental Impact and Coordination Documentation

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION

FINDING OF NO SIGNIFICANT IMPACT (FONSI)

Location

Concord Municipal Airport (CON) Concord, NH

Proposed Action

a. Project Description:

The projects considered in this EA are based on the recommendations presented in the 2006 Master Plan Update, as well as input from airport users and management. The projects are included in the Sponsor's Capital Improvement Plan and programmed in the Sponsor's city budget. The projects considered in the attached EA are as follows:

- 1. Construct and light a new parallel taxiway (Taxiway B) to Runway 12-30.
- 2. Reconstruct and light the existing parallel Taxiway A to Runway 17-35.
- 3. Construct an aircraft run-up pad adjacent to Taxiway A, near the Runway 35 threshold.
- 4. Expand the itinerant parking apron adjacent to the terminal building.
- 5. Rehabilitate the pavement on the abandoned Runway 3-21, and mark and light as a taxiway.
- 6. Construct additional T-hangars in the north airport development zones. Development will occur with private investment as demand warrants.
- 7. Attract commercial development on a designated parcel on the north side of the airport. Development will occur with private investment as demand warrants.
- 8. Expand the existing paved based aircraft tie-down apron.

b. Purpose and Need:

The EA identified four (4) purposes and needs for the proposed action. Refer to Chapter 2 of the attached EA for the purpose and need statement..

c. Alternatives:

The EA identified multiple alternatives for each EA project. Refer to Chapter 5 of the attached EA for the project alternatives considered.

Assessment

The attached EA addresses the effect of the Proposed Action on the quality of the human and natural environment, and is made part of this finding. The following highlights the more thorough analysis provided in the attached EA.

a. Endangered Species and Biotic Communities:

The Karner Blue Butterfly (KBB), a federally listed endangered species, and the wild lupine plant, a plant considered critical habitat for the butterfly, are known to occur on the airport property. Extensive mapping of the critical habitat was conducted in the summer of 2010. In addition, surveys for state threatened birds, snakes and plants were conducted at the same time. Project alternatives were developed to reduce, minimize and avoid impacts to the wild lupine habitat and state threatened species. As noted in Chapter 7 of the attached EA, the preferred alternatives result in 0.71 acres of impact to the wild lupine habitat. As a point of reference, the original Master Plan alternatives resulted in 4.02 acres of ild lupine impact. The selected project alternatives reduce the wild lupine impact by 82%. Mitigation measures to offset this wild lupine impact are provided in Chapter 10 of the attached EA. Mitigation measures to protect the state threatened species are provided in Chapter 8 of the attached EA. Federal and state agencies with jurisdiction over the

habitat approved the mitigation measures. Refer to the US Fish and Wildlife Service's June 24, 2011 Biological Opinion provided in the Appendix to Chapter 10 of the attached EA. As a result of the alternatives selected and approved mitigation measures, the projects will not significantly affect the critical habitat.

b. Wetlands:

Wetlands have been identified in an area located southeast of the intersection of Runway 12-30 and the abandoned Runway 3-21. Reference is made to Section 4.18 of the attached EA for a description of the wetlands. An estimated wetlands area of 0.28 acres will be impacted by the proposed Taxiway B project. Necessary permits will be obtained for the project. Mitigation measures will be evaluated with the project design. Based on the above, no significant adverse impacts to wetlands are expected as result of the project.

c. Historic or Cultural Resources:

The EA identified that the airport is eligible for listing on the National Register under criterion A and C. Additionally, the EA recommended Archaeological Phase 1B investigation in the area of the expanded itinerant apron and in the area identified for commercial development north of abandoned runway 03-21. Reference is made to the Appendix to Chapter 3 of the EA for the historic and cultural survey reports. Coordination with the federal and state agencies has indicated that the EA projects have been found to have no adverse effects to the cultural resources. Refer to the No Adverse Effect memorandum provided in the Appendix to Chapter 10 in the attached EA. Not withstanding identification of cultural resources from the recommended Phase 1B investigations noted above, the projects are anticipated to have no impact to cultural resources.

d. Other Impact Categories:

The impacts of the EA projects on coastal resources and shore land, DOT Section 4(f), farmlands, air quality, compatible land use, construction, floodplains, hazardous material, pollution prevention, solid waste, light emissions, natural resources and energy supply, noise, secondary and cumulative impacts, socioeconomic, environmental justice, children's environmental health, water quality and wild and scenic rivers were evaluated in the Chapter 4 of the EA. The Proposed Action will not have any significant effect on any of the above noted categories.

Mitigation Measures

Mitigation measures are provided in Chapter 8 and 10 of the attached EA. The measures will include the following:

- a. Construction contract provisions shall contain the provisions of AC 150/5370-10(latest edition), "Standards for specifying construction of Airports" Item P156, temporary air, water pollution, soil erosion and siltation control and AC 150/5320-5B, "Airport Drainage".
- b. All necessary permits for construction of the proposed projects shall be obtained prior to construction.
- c. Conservation measures will be employed to mitigate disturbances to the KBB habitat during the project construction. The KBB mitigation program as described in the June 24, 2011 Biological Opinion (ref. Appendix to Chapter 10) will be implemented.
- d. Conservation measures will be employed prior to construction to protect and locate snakes and birds in the project work areas as stated in Chapter 8 of the attached EA.

Conclusion and Approval

I have carefully and thoroughly considered the facts contained in the attached EA. Based on that information, I find the proposed Federal action is consistent with existing national environmental policies and objectives of Section 101(a) of the National Environmental Policy Act of 1969 (NEPA) and other applicable environmental requirements. I also find the proposed Federal action with the required mitigation referenced above will not significantly affect the quality of the human environment or include any condition requiring any consultation pursuant to section 102(2)(C) of NEPA. As a result, FAA will not prepare an EIS for this action.

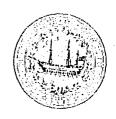
R. Soualt

APPROVED:	December 7, 2011 Date:
DISAPPROVED:	Date:



The State of New Hampshire

DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

Permit: AoT-0555

May 9, 2013

City of Concord Attn: Martha Drukker 41 Green Street Concord, New Hampshire 03301

Re: Construct New Taxiways
Concord Municipal Airport
Tax Map 110, Block 1, Lot 6, Concord, NH

Dear Applicant:

Based upon the revised plans and application, approved on May 9, 2013, we are hereby issuing RSA 485-A:17 Alteration of Terrain Permit AoT-0555. The permit is subject to the following conditions:

- 1. Activities shall not cause or contribute to any violations of the surface water quality standards established in Administrative Rule Env-Wq 1700.
- 2. You must submit revised plans for permit amendment prior to any changes in construction details or sequences. You must notify the Department in writing within ten days of a change in ownership.
- 3. You must notify the Department in writing prior to the start of construction and upon completion of construction. Forms are available at: http://des.nh.gov/organization/divisions/water/aot/categories/forms.htm
- 4. The plans and supporting documentation in the permit file are a part of this approval.
- 5. This permit expires on May 9, 2018. No earth moving activities shall occur on the project after this expiration date unless the permit has been extended by the Department. If requesting an extension, the request must be received by the department <u>before the permit expires</u>. The Amendment Request form is available at: http://des.nh.gov/organization/divisions/water/aot/categories/forms.htm.
- 6. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits that may be required (e.g., from US EPA, US Army Corps of Engineers, etc.). Projects disturbing over 1 acre may require a federal stormwater permit from EPA. Information regarding this permitting process can be obtained at: http://des.nh.gov/organization/divisions/water/stormwater/construction.htm.
- 7. No construction activity shall occur until a Wetlands Permit is obtained from the Department, if applicable.

Sincerely,

Ridgely Marick, P.E.

Alteration of Terrain Bureau

cc: Concord Planning Board

Concord Conservation Commission

ec: The Smart Associates, Inc.

Please mail the completed form and required material to:

Cultural Resources Staff Bureau of Environment NH Department of Transportation 7 Hazen Drive Concord, NH 03302

RECEIVED JAN 1 7 2013

Request for Project Review by the New Hampshire Division of Historical Resources for Transportation Projects

☐ This is a new submittal.☐ This is additional information relating to DHR Review and Compliance (R&C)#:						
GENERAL PROJECT INFORMATION						
DOT Project Name & Number SBG-04-06-2011 Design & Permitting; SBG-TBD Construction						
Brief Descriptive Project Title Construct Taxiway B						
Project Location Concord Municipal Airport						
City/Town Concord, NH						
Lead Federal Agency and Contact (if applicable) FAA/NHDOT Carol Niewola, PE, CM 603.271.1675 (Agency providing funds, licenses, or permits) Permit Type and Permit or Job Reference #						
DOT Environmental Manager (if applicable)						
PROJECT SPONSOR INFORMATION						
Project Sponsor Name The City of Concord						
Mailing Address 41 Green Street Phone Number 603-225-8520						
City Concord State NH Zip 03301 Email mdrukker@concordnh.gov						
CONTACT PERSON TO RECEIVE RESPONSE						
Name/Company Martha Drukker						
Mailing Address 41 Green Street Phone Number 6032258520						
City Concord State NH Zip 03301 Email mdrukker@concordnh.gov						

This form is updated periodically. Please download the current form at http://www.nh.gov/DHR/review. Please refer to the Request for Project Review for Transportation Projects Instructions for direction on completing this form. Submit one copy of this project review form for each project for which review is requested include a self-addressed stamped envelope to expedite review response. Project submissions will not be accepted via facsimile or e-mail. This form is required. Review request form must be complete for review to begin. Incomplete forms will be sent back to the applicant without comment. Please be aware that this form may only initiate consultation. For some projects, additional information will be needed to complete the Section 106 review. All items and supporting documentation submitted with a review request, including photographs and publications, will be retained by the DHR as part of its review records. Items to be kept confidential should be clearly identified. For questions regarding the DHR review process and the DHR's role in it, please visit our website at: http://www.nh.gov/nhdhr/review or contact the R&C Specialist at christina.st.louis@dcr.nh.gov or 603.271.3558.

PROJECTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION
Project Boundaries and Description
Attach the relevant portion of a 7.5' USGS Map (photocopied or computer-generated) indicating the proposed area of potential effect (APE). (See RPR for Transportation Projects Instructions and R&C FAQs for guidance. Note that the APE is subject to approval by lead federal agency and SHPO.)
Attach a detailed narrative description of the proposed project. Attach current engineering plans with tax parcel, landscape, and building references, and areas of proposed excavation, if available.
Attach photos of the project area/APE with photo key (overview of project location and area adjacent to project location, and specific areas of proposed impacts and disturbances.) (Blank photo logs are available on the DHR website. Informative photo captions can be used in place of a photo log.)
A DHR file review must be conducted to identify properties within or adjacent to the APE. Provide file review results in Table 1. (Blank table forms are available on the DHR website.) File review conducted on 01/10/2013.*
*The DHR recommends that all survey/National Register nomination forms and their Determination of Eligibility (green) sheets are copied for your use in project development.
Architecture
Are there any buildings, structures (bridges, walls, culverts, etc.) objects, districts or landscapes within the APE? Yes No If no, skip to Archaeology section. If yes, submit all of the following information:
Attach completed Table 2.
Photographs of each resource or streetscape located within the APE. Add to the photo key and photo log noted above. (Digital photographs are accepted. All photographs must be clear, crisp and focused.) Copies of National Register boundary (listed or eligible) mapping, and add National Register boundaries for listed and eligible properties to the 7.5' USGS project map (if applicable).
Archaeology
Does the proposed undertaking involve ground-disturbing activity? Yes No If yes, submit all of the following information:
Description of current and previous land use and disturbances. Available information concerning known or suspected archaeological resources within the project area (such as cellar holes, wells, foundations, dams, etc.)
Please note that for many projects an architectural and/or archaeological survey or other additional information may be needed to complete the Section 106 process.
AGENCY COMMENT This Space for DOT and Division of Historical Resources. Use Only
Sent to DHR; Authorized DOT Signature:
☐ Insufficient information to initiate review.
Additional information is needed in order to complete review.
Comments: Consistent with Right as proposed in 2011 (Project-B under SB6-08-05-2010; RPR 1773). Recommend No Adv Effect.
SB6-08-05-2010; RPR 1773). Kecommend No Adv Effect.
If plans change or resources are discovered in the course of this project, you must contact the Division of Historical
Resources as required by federal law and regulation. Authorized DHR Signature: Make & Some DS/10 Date: 1-25-13
Authorized DHR Signature: Male 2017

Concord Municipal Airport Environmental Assessment Project NHDOT SBG 04-05-2010

No Adverse Effect Memo

Pursuant to the meeting and discussions on March 10, 2011, and for the purpose of compliance with regulations of the National Historic Preservation Act and the Advisory Council on Historic Preservation's *Procedures for the Protection of Historic Properties* (36 CFR 800), the NH Division of Historical Resources (NHDHR), the NH Department of Transportation (NHDOT), and the City of Concord have coordinated the identification and evaluation of historical and archaeological resources at Concord Municipal Airport with plans to construct the following:

- 1. <u>Project A:</u> Construct additional T-hangars in the north airport development zones as defined by the airport's Conservation Management Agreement. In addition, attract aviation related or aviation compatible development on a designated parcel along Regional Drive. The development will be done by private parties, as demand warrants.
- 2. Project B: Construct and light a new parallel taxiway (to be designated Taxiway B) to Runway 12-30. Taxiway B will be paved 35' wide x 3,650' long, plus one stub taxiway 300' long x 35' wide and a new run-up pad on the eastern most end. The new taxiway will be situated 295' from the centerline of Runway 12-30, and will be lit with in-pavement centerline taxiway lights. The project will also realign Taxiway A at its northernmost end and add Precision Approach Path Indicator (PAPI) to serve Runway 12.
- 3. <u>Project C:</u> Construct, mark, and light a new taxiway (to be designated Taxiway C) in the center of the pavement on the abandoned Runway 3-21. The taxiway project will rehabilitate the existing pavement 35' wide x 1,200'long. The taxiway footprint will be within the limits of the existing abandoned runway pavement. The taxiway will have in-pavement centerline taxiway lights.
- 4. <u>Project D:</u> Rehabilitate and light the existing parallel Taxiway A to Runway 17-35, 50' wide x 6,000' long, including four stub taxiways, each approximately 300' long x 50' wide. In-pavement centerline taxiway lights will also be installed. The project also constructs a new aircraft run-up pad adjacent to Taxiway A, near the Runway 35 threshold.
- 5. <u>Project E:</u> Expand the itinerant parking apron adjacent to the terminal building by approximately 90,000 s.f.
- 6. Project F: Expand the existing paved based aircraft tie down apron by approximately 122,100 s.f.

Based on a review pursuant to 36 CFR 800.4, NHDHR determined that the following:

1. Concord Municipal Airport is eligible for the National Register of Historic Places under Criteria A and C.

Applying the criteria of effect at 36 CFR 800.5, we mutually agreed that:

- 1. The aforementioned Projects A through F will not have an adverse effect on this property.
- 2. All necessary phases of archaeological investigations will be completed for Projects A and E.

project proceeds. Signature: Carlos Baja, Deputy City Manager - Development City of Concord, NH Signature: Joyce McKay, Cultural Resources Manager **NHDOT** Print Navye Herel TRICIA LI SCHOENECK LANDERT ADMINISTRATOR, BUREAU OF AERONAUTICS NHDOT Signature: Print Name Here: Kickigs FEDERAL AVIATION ADMINISTRATION Concurred with by the NH State Historic Preservation Officer: Signature:

In accordance with the Advisory Council's regulations, we will continue to consult, as appropriate, as this

c.

Chris St. Louis, NHDHR

John Gorham, PE Jacobs

State Historic Preservation Officer NH Division of Historical Resources



APPENDIX 10-C TRIBAL CONSULTATION

Source: FAA

JACOBS A10-67

Administration

New England Region Office of the Regional Administrator 12 New England Executive Park Burlington, MA 01803

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. John Brown Tribal Historic Preservation Officer Narragansett Indian Tribe of Rhode Island Narragansett Indian Longhouse P.O. Box 350 Wyoming, RI 02898

Dear Mr. Brown:

Government-to-Government Consultation Invitation Airport Project in New Hampshire

The Federal Aviation Administration (FAA), in cooperation with the airport owner and operator, is proposing a project in New Hampshire as outlined herein.

Purpose of Government-to-Government Consultation

The purpose of Government-to-Government consultation as described in the National Historic Preservation Act, Section 106, Federal Executive Order 13175, "Consultation and Coordination with Indian Tribal Governments," and FAA's Order 1210.20, "American Indian and Alaska Native Tribal Consultation Policy and Procedures," is to ensure that Federally Recognized Tribes are given the opportunity to provide meaningful and timely input regarding proposed FAA undertakings that uniquely or significantly affect Tribes.

Consultation Initiation

With this letter, the FAA is inviting the Narragansett Indian Tribe of Rhode Island to consult on concerns that may significantly affect your Tribe related to the proposed airport improvements. Early identification of Tribal concerns will allow the FAA and the airport owner and operator to consider ways to avoid, mitigate, or minimize potential impact to Tribal resources and practices as project alternatives are developed and refined.

Project Information

The City of Concord and New Hampshire Dept. of Transportation propose a number of airport improvements at Concord Municipal Airport in Concord, New Hampshire. This includes the construction of a new taxiway, apron and taxiway improvements, and construction of T-hangars.

Confidentiality

We understand that you may have concerns regarding the confidentiality of information on areas or resources of religious, traditional, and cultural importance to the Tribe. We would be happy to discuss these concerns and develop procedures to ensure the confidentiality of such information is maintained.

FAA Contact Information



Your timely response will assist us in incorporating your concerns into project planning. For that reason, we respectfully request that you contact FAA within thirty days of your receipt of this correspondence as to your interest in Government-to-Government Consultation regarding these projects.

You may contact FAA's Regional Tribal Consultation Official, Barbara Travers-Wright, by telephone at 781-238-7025, or by e-mail at <u>Barbara.Travers-Wright@faa.gov</u>. At that time, the consultation request will be provided to the FAA, Airports Division.

Sincerely,

Amy L. Corbett Regional Administrator

ANE - 610: RDoucette: rd: (781)238-7613: 100722: G:\Correspondence and Coordination\Government-To-Government

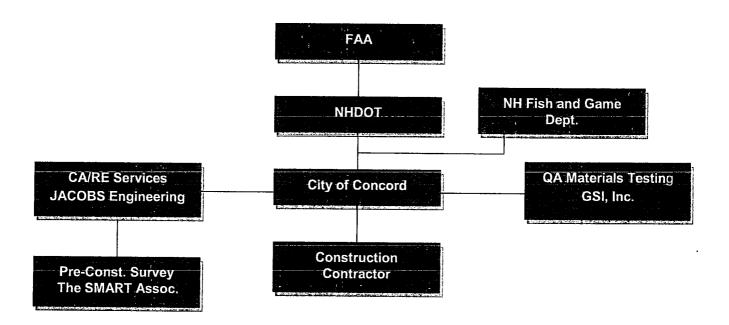
JACOBS A10-70

APPENDIX 5

Organizational Chart

Concord Municipal Airport Taxiway Construction Project

Grant #SBG-04-10-2013 Phase 2 and 3 Project Organizational Chart



APPENDIX 6

Scope of Work and Fee Estimate for Engineering Services

EXHIBIT A - SCOPE

Construction Administration and Resident Engineering Services for Construct Taxiways Project at CONCORD MUNICIPAL AIRPORT

I. GENERAL

The basic scope of the project is as follows:

 Provide Construction Administration and Resident Engineering Services for the Taxiway Construction Project at Concord Municipal Airport.

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

II. ARTICLE E1, E2, & E3 – PROJECT AND CONSTRUCTION ADMINISTRATION

It is anticipated that total project will be 165 calendar days in duration.

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

The specific items of work shall include:

- 1. The Engineer shall prepare color graphics (phasing plans) which depict on-airport areas where construction is to be executed and areas which will be closed to air traffic. The graphics will be submitted to the Owner for distribution to the airport users and to the general public. A total of (2) graphics are anticipated. One for the 2013-2014 construction seasons and one for the 2014-2015 construction season.
- 2. The Engineer shall attend City and/or State sponsored meetings as requested by the Owner during the construction of the Taxiways. A total of (6) meetings have been assumed for the project.
- 3. The Engineer shall prepare sample Notice-To-Proceed letters for the Owner to issue to the contractor. (2 estimated)
- 4. The Engineer shall prepare and file the required FAA Form 7460 Notice of Proposed Construction or Alterations for the proposed supplemental wind cone. The Engineer shall also be required to field and respond to all inquiries by the FAA pertaining to this filing and its approval. Upon receipt of approval from the FAA for the wind cone, the Engineer shall forward a copy of the approval to the Owner and the contractor for their records.
- 5. The Engineer shall schedule and conduct (3) pre-construction conferences at a location to be determined by the Owner. The meetings are as follows: preconstruction meeting for work related to the lupine and tree removals; preconstruction meeting for the Phase 1 contractor and preconstruction meeting for the Phase 2 contractor. As a part of conducting this

conference, the Engineer shall prepare/present the following (at a minimum) on behalf of the Owner to the contractor:

- A meeting agenda describing the elements of the project and its requirements in accordance with the FAA - New England Region's established criteria and any contract or Owner specific requirements.
- A project location plan depicting the area of the proposed work.
- A project safety and phasing plan depicting requirements for the proposed work.
- A plan depicting a summary of the proposed work involved in the project.
- Distribute copies of AC 150/5370-2F Operational Safety on Airports during Construction, as required
- A Sign-in sheet recording the attending parties.
- 6. The Engineer shall prepare a Construction Management Plan outlining all applicable testing criteria and frequency for the project. The Engineer shall print and distribute this plan for the project to the following:
 - The Owner
 - The Engineer
 - The Quality Assurance Firm (hired by the Owner)
 - The Construction Contractor
 - The NHDOT
- 7. The Engineer shall schedule and conduct pre-paving conferences at a location to be determined by the Owner (two for P-401 paving). The Engineer assumes 2 meetings as the paving is scheduled to occur over two calendar years. As a part of conducting these conferences, the Engineer shall prepare/present the following (at a minimum) to the contractor:
 - A meeting agenda outlining the requirements for the job mix formula, test sections, full and partial production, acceptance criteria, sampling and resampling procedures, the contractor's quality control plan, and the measurement and payment of materials being placed.
 - A Sign-in sheet recording the attending parties.
- 8. The Engineer shall review and analyze all detailed construction, shop, and erection drawings, as well as all laboratory, shop, and mill test reports and certificates for materials and equipment submitted by the contractors for compliance with design drawings and specifications. The engineer assumes the same materials will be used for all phases.
- 9. The Engineer shall observe the work in progress and prepare and submit the required FAA Form 5370-1 Construction Progress and Inspection Report, on a monthly basis or as dictated by the FAA New England Region.
- 10. The Engineer shall prepare federal reimbursement request forms on a monthly basis as required for the duration of this project and coordinate the execution and submission by the Owner to the applicable funding agencies. A total of (10) reimbursement requests have been assumed for this project.
- 11. The Engineer shall collect and review all project charges for the Owners use in the billing process with the State of New Hampshire. A total of (10) reviews have been assumed for this project.
- 12. The Engineer shall review and monitor the contractor's Quality Control Programs for the

- duration of the construction phase of the project.
- 13. The Engineer shall review and approve of periodic estimates submitted by the contractor for partial and final payments. This effort will include review of the project quantities, collection of payrolls and collection of lien waivers from the contractor. A total of (10) contractor pay applications have been assumed for this project.
- 14. The Engineer shall review and analyze the certified payrolls submitted by the contractor during construction for conformance with the federal wage rates and federal labor law requirements. Payrolls are assumed to be submitted with each or the contractors applications for payment and include all subcontractors.
- 15. The Engineer shall provide general administrative support during the construction phase of the project. Generally this task shall consist of, but is not limited to the following:
 - Consultation and advice to the Owner
 - Prepare supplementary sketches, as required to resolve actual field conditions
 - Review initial operation of the projects and/or of performance testing, as required
- 16. The Engineer shall coordinate and schedule Quality Assurance (QA) testing with the Owner's subconsultant. The Engineer shall coordinate, review, process, and distribute all QA subconsultant testing reports, invoices, and other pertinent project related documentation.
- 17. The Engineer shall field and respond to all inquiries regarding general and/or specific issues pertaining to the interpretation of the construction plans or technical specifications. A total of (15) inquiries have been assumed for this project.
- 18. The Engineer shall attend construction coordination meetings for the project. On a weekly basis the Project Manager or Project Engineer will be on-site.
- 19. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any change orders on the Owners behalf, if required during the construction of the project. It is anticipated each additive alternate will be awarded via change order. A total of (3) change orders have been assumed for this project. One for the award of Additive Alternate 1; One for Additive Alternate 2; and one balancing change order upon completion of the project.
- 20. The Engineer shall prepare the necessary forms, provide the required documentation, and negotiate any supplemental agreements on the Owners behalf, as required during the construction of the project. A total of (2) have been assumed for this project.
- 21. The Engineer shall prepare and distribute any stop or start work orders during the construction phase, as required. A total of (2) stop work orders are anticipated. One for the winter of 2013-2014 and one for the winter of 2014-2015.
- 22. The Engineer schedule and conduct one (2) final inspection (1 for each contractor) conferences for the completed project at Concord Municipal Airport.
- 23. The Engineer shall prepare and distribute (2)project "punch lists" for any deficiencies, corrective actions required, etc. as determined at the final inspection conference.

- 24. The Engineer shall prepare an "as-built" set of drawings based upon the construction information provided by the resident engineer and the construction contractor.
- 25. The Engineer shall prepare and distribute up to three (3) letters of substantial completion for the project after receiving a schedule from the contractor for the completion of the project's "punch list" items. One letter for each phase of construction has been assumed.
- 26. The Engineer shall prepare and distribute the required project close-out documentation, as required by the FAA New England Region, the Owner, and other applicable funding agencies.
- 27. The Engineer shall maintain all project related materials and documents on-site and readily available for a period of seven (7) years.
- 28. The Engineer shall prepare the project scope and fee and attend a review meeting with the independent fee estimator.
- 29. The engineer shall perform quality review of all documents included in this article prior to distribution.

III. ARTICLE F1, F2, & F3 - RESIDENT ENGINEERING

It is anticipated that total project will be 165 calendar days in duration.

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

The specific items of work shall include:

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

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

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

IV. WORK NOT INCLUDED IN THIS PROPOSAL

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

SBG-04-08-2013 JEK Contract No. E2X4900x

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

for

Construct Taxiways Project (2014)

at

Concord Municipal Airport Concord, NH

SUMMARY ARTICLE E1 Project and Construction Administration - Phase 1 \$31,829 Project and Construction Administration - Phase 2 \$42,310 ARTICLE E2 ARTICLE E3 Project and Construction Administration - Phase 3 \$25,382 ARTICLE F1 Resident Engineering - Phase 1 (60 days) \$60.006 ARTICLE F2 Resident Engineering - Phase 2 (75 days) \$74,778 \$30,444 ARTICLE F3 Resident Engineering - Phase 3 (30 days) Materials Testing - By Others 50 TOTAL \$264,749

Revised 2.6.14 City of Concord updates

Jacobs updates

ESTIMATE OF STAFF EFFORT - PERSON HOURS Construct Taxiways Project (2014)

at
Concord Municipal Airport, Concord New Hampshire

	Concor	d Municipal		ord New Han	npsnire			
			ARTICLE E					
	Projec			nistration - Ph		CADD	1 Ad-:- 1	
Task	Description	Principal-in- Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
.A.1.	Phasing Graphics (1 of 2 estimated)			1		4		5
A.2.	Attend City or State Sponsored coordination meetings (Meetings 1 & 2 of 6)		4					4
A.3.	Prepare Notice to Proceed for the City to issue to the contractor (1 of 2 estimated)		1					11
,A 4	Task not used in this phase			_				0
A.5.	Prepare materials and attend pre-construction conference (Meetings 1 & 2 of 3)		3	1		4	4	12
. A .6.	Prepare and issue Construction Management Plan			8			2	10
A.7.	Prepare materials and attend pre-paving conferences (1 of 2 estimated)		3	6			2	11
A.8.	Review contractor's submittals/shop drawings (1-35 of 45 estimated)		8	50	2			60
.A.9.	Prepare and submit FAA monthly construction progress reports (1-3 of 10 estimated)			3				3
A.10.	Prepare and submit federal grant reimbursements (1-3 of 10 estimated)		6					6
A.11.	Compile backup data for State of NH billing (1-3 of 10 estimated)		1					1
A.12.	Review and monitor contractor's QC Program			8				8
A.13.	Review contractor's pay requisitions (1-3 of 10 estimated)			9				9
.A.14.	Review contractor's certified payrolls			2			8	10
.A.15.	Field communications and support during construction-estimated		8	35	6			49
. A .16.	Coordination with QA testing subconsultant		2	16				18
.A.17.	Respond to contractor's RFI during construction (6 of 15 estimated)		2	4	4			10
.A.18.	Attend weekly project meetings (8 estimated)		12	12				24
,A.19.	Prepare and issue change orders during construction (1 of 3 estimated)		2	4			4	10
.A.20.	Prepare and issue supplemental agreements (1 of 2 estimated)		2					2
.A.21.	Prepare and issue start/stop work orders (1 of 2 estimated)			1				. 1
A.22.	Attend (1) Final Inspection meeting		2	2	2			6
A.23.	Prepare and distribute (1 of 2) project punch list			2			1	3
A 21	Task not used in this phase							0
.A.25.	Prepare and distribute (1) substantial completion letter for the project (Phase 1)			1				1
.N.26	Fask not used in this phase							U
A.27.	Retention of Records						4	4
A. 28	Prepare Project Scope and Fee and Attend Mtg	4		4			4	12
A.29.	QA/QC	. 4	4					8
	TOTAL HOURS	8	60	169	14	8	29	288
	RATES	\$90.00	\$55.00	\$42.00	\$67.00	\$28.00	\$26.00	
	PAYROLL	\$720.00	\$3,300.00	\$7,098.00	\$938.00	\$224.00	\$754.00	\$13,034.00

		TOTAL PAYROLL	\$13,034
Expenses Travel to/from CON:	\$390 (\$30 trip)	OVERHEAD 11	6.08% \$15.130
Printing, Postage, etc.: Total Expe	S459 nses: \$849	PAYROLL COST	\$28,164
Trips		FIXED FEE	10% \$2,816
Pre-construction conference Pre-paving conference	2	EXPENSES	\$849
Site Visits/coordination meetings/IFE mtg	10	TOTAL FEE:	\$31,829

Total Trips: 13

ESTIMATE OF STAFF EFFORT - PERSON HOURS Construct Taxiways Project (2014) at Concord Municipal Airport, Concord New Hampshire

	P*	at and C	ARTICLE E	_	2			
	Proje	Principal-in-	ruction Admir	nistration - Ph Project	ase 2	CADD	Admin.	
Task	Description	Charge	Manager	Engineer	Engineer	Tech.	Support	TOTAL
П.А.1.	Phasing Graphics (2 of 2 estimated)			1		4		5
II.A.2.	Attend City or State Sponsored coordination meetings (Meetings 3 & 4 of 6)		4					4
Π.A.3.	Prepare Notice to Proceed for the City to issue to the contractor (2 of 2 estimated)		1					1
II.A.4.	Prepare and submit FAA Form 7460 for the proposed wind cone			2				2
II.A.5.	Prepare materials and attend pre-construction conference (Meeting 3 of 3)		3	3		4	2	12
II A.5	Task not used in this phase							Ģ
П.А.7.	Prepare materials and attend pre-paving conferences (2 of 2 estimated)		3	6			2	11
II.A.8.	Review contractor's submittals/shop drawings (35-45 of 45 estimated)		15	40 📆	20			75
	Prepare and submit FAA monthly construction	-	. 1 3 , 2		20.0 222			
II.A.9.	progress reports (4-8 of 10 estimated) Prepare and submit federal grant reimbursements			5				5
II.A.10.	(4-8 of 10 estimated) Compile backup data for State of NH billing		10					10
I.A.II.	(4-8 of 10 estimated)		5					5
I.A.12.	Review and monitor contractor's QC Program Review contractor's pay requisitions			8				8
I.A.13.	(4-8 of 10 estimated)			. 24				24
I.A.14.	Review contractor's certified payrolls			2			10	12
I.A.15.	Field communications and support during construction-estimated		8	65	6			79
I.A.16.	Coordination with QA testing subconsultant		4	32				36
I.A.17.	Respond to contractor's RFI during construction (6 of 15 estimated)		5	15	4			24
I.A.18.	Attend weekly project meetings (11 estimated)		15	18				33
I.A.19.	Prepare and issue change orders during construction (2 of 3 estimated)		2	4			4	10
	Prepare and issue supplemental agreements						7	
I.A.20.	(2 of 2 estimated) Prepare and issue start/stop work orders		2					<u> </u>
I.A.21.	(2 of 2 estimated)			11				1
LA 22	Task nor used in this phase							Ú.
I.A 23	Turk not used in this phase							- 1)
i A 24	Prepare and distribute (1) substantial completion							ŋ
I.A.25.	letter for the project (Phase 2)			1				1
1.32	Pask conjugaci in this minase							7.
.A.27.	Retention of Records						8	8
A 28	Esst, not used in they make							
.A.29.	QA/QC	4	8					12
	TOTAL HOURS	4	85	. 227	30	8	26	380
	RATES	\$90.00	\$55.00	\$42.00	\$67.00	\$28.00	\$26.00	
	PAYROLL	\$360.00	\$4.675.00	\$9,534.00	\$2,010.00	\$224.00	\$676.00	\$17,479.

		TOTAL PAYROLL	\$17,479
Expenses Travel to from CON	\$420 (\$30 irip)	OVERHEAD 116.08%	\$20,290
Printing, Postage, etc	\$345 \$765	PAYROLL COST	\$37,769
Trips	\$763	FIXED FEE 10%	\$3.777
Pre-construction conference Pre-paying conference	1	EXPENSES	\$765
Site Visits/coordination meetings/IFE mig	12	TOTAL FEE:	\$42,310
Total Trins			

ESTIMATE OF STAFF EFFORT - PERSON HOURS Construct Taxiways Project (2014)

	Conco	ia iviamerpa	l Airport, Con ARTICLE E		прэппе			
	Proje	ect and Cons	truction Admi		ase 3			
Task	Description	Principal-in- Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
111	Task not used in this phase							ø
	Attend City or State Sponsored coordination							
П.А.2.	meetings (Meetings 5 & 6 of 6)	 	4				<u> </u>	4
П.А.3	Task nor used in this phase		ļ					0
II.A.4	Task not used in this phase							0
H.A.5	Task not used in this phase							0
II.A.5.	Task not used in this phase							0
П.А.7.	Task not used in this phase							0
11.A.S.	Task not used in this phase Prepare and submit FAA monthly construction		 					0
II.A.9.	progress reports (9-10 of 10 estimated)			2				2
Π.Α.10.	Prepare and submit federal grant reimbursements (9-10 of 10 estimated)		4					4
II.A.11.	Compile backup data for State of NH billing (9-10 of 10 estimated)		2					2
		• .						
П.А.12.	Review and monitor contractor's QC Program Review contractor's pay requisitions		 	4				4
П.А.13.	(9-10 of 10 estimated)			6				6
П.А.14.	Review contractor's certified payrolls			2			4	6
П.А.15.	Field communications and support during construction-estimated		4	40	8			52
II.A.16.	Coordination with QA testing subconsultant		2	8				10
П.А.17.	Respond to contractor's RFI during construction (3 of 15 estimated)		4	24		, ,		28
II.A.18.	Attend weekly project meetings (4 estimated) Prepare and issue change orders during construction		6	6			-	12
II.A.19.	(3 of 3 estimated)		2	4			4	10
J A.20	Task not used in this phase							
9 A 21.	Tash not used in this phase							-0
I.A.22.	Attend (1) Final Inspection meeting		2	2	5			9
I.A.23.	Prepare and distribute (2 of 2) project punch list			4			1	5
I.A.24.			2	4		24		30
	Prepare and distribute (1) as-built plan set Prepare and distribute (1) substantial completion		1 -	4		24		30
I.A.25.	letter for the project		11				ļ	1
1.A.26.	Prepare and distribute close-out documents		4	16			8	28
I.A.27.	Retention of Records						8	8
l π 28	Task not used in rius phase							9
I.A.29.	QA/QC	2	8					10
	TOTAL HOURS	2	45	122	13	24	25	231
	RATES	\$90.00	\$55.00	\$42.00	\$67.00	\$28.00	\$26.00	

_		TOTAL PAYROLL	\$9,972
Expenses Travel to/from CON:	\$180 (<i>\$30 trip</i>)	OVERHEAD 116.08%	\$11,575
Printing, Postage, etc.:	S1.500 (incl. As-built drawings) Total Expenses: \$1.680	PAYROLL COST	\$21,547
Trips	Total Expenses.	FIXED FEE 10%	\$2,155
Site Visits/coordination meetings	5	EXPENSES	\$1.680
Final Inspection	Total Trips: 6	TOTAL FEE:	\$25,382

ESTIMATE OF STAFF EFFORT - PERSON HOURS Construct Taxiways Project (2014) at

	Concord Munic	cipal Airpor	t, Concord New Ham	oshire		
		ARTIC	CLE F1			
	Resident	Engineerin	g - Phase 1 (60 days)			
2013 Construction Seasons		60	Day Construction Perio	od		
Resident Engineer 8.6	wks x	6	days per wk x1	0 hrs per day	=	HOURS 514
Pre-field Preparation Post-field Close-Out					= _	4
					Subtotal	522
Resident Engineer	522	hrs @	\$46.67		=	\$24,361.74
Expenses				TOTAL PAYR	OLL	\$24,361.74
Travel - 60mi/day personel car mileage Tolls - \$2/day	\$1,743 \$103					
Misc. Supplies Total Expenses	\$255 \$2,101			OVERHEAD (116.08%)	\$28,279.11
Total Expenses	\$2,101			PAYROLL CO	ST	\$52,640.85
				FIXED FEE (1	0%)	\$5,264.08
				EXPENSES		\$2,101.29
				TOTAL		\$60,006.22

ESTIMATE OF STAFF EFFORT - PERSON HOURS Construct Taxiways Project (2014) at

	Concord Munic	ipal Airpor	t, Concord New Ha	mpshir	e		
		ARTIO	CLE F2				
	Resident	Engineerin	ig - Phase 2 (75 day	/s)			
2014 Construction Seasons		75	Day Construction F	Period			
Resident Engineer 10.7 Pre-field Preparation Post-field Close-Out	wks x _	6	days per wk x	10	hrs per day	= = = Subtotal	643 4 4 651
Resident Engineer	651	hrs @	\$46.67 /hr			=	\$30,382.17
Expenses Travel - 60mi/day personel car mileage \$2,179					TOTAL PAYR	OLL	\$30,382.17
Tolls - \$2/day Misc. Supplies Total Expenses	\$129 \$255 \$2,563				OVERHEAD (116.08%)	\$35,267.62
	02,505				PAYROLL CO	ST	\$65,649.79
					FIXED FEE (10)%)	\$6,564.98
					EXPENSES		\$2,562.86

TOTAL

\$74,777.63

ESTIMATE OF STAFF EFFORT - PERSON HOURS Construct Taxiways Project (2014) at

	Concord Munic	cipal Airpoi	t, Concord New Hampsl	nire		
		ARTI	CLE F3			
	Resident	Engineerin	g - Phase 3 (30 days)			
2014 Construction Seasons		30	Day Construction Period			
Resident Engineer 4.3	wks x	6	days per wk x 10	hrs per day	÷	HOURS 257
Pre-field Preparation Post-field Close-Out					= =	4 4
					Subtotal	265
Resident Engineer	265	hrs @	\$46.67/hr		=	\$12,367.55
Expenses				TOTAL PAYRO	OLL	\$12,367.55
Travel - 60mi/day personel car mileage	\$872					
Tolls - \$2/day Misc. Supplies Total Expenses	\$51 \$125 \$1,048			OVERHEAD (1	16.08%)	\$14,356.25
	51,010			PAYROLL COS	ST	\$26,723.80
				FIXED FEE (10	%)	\$2,672.38
				EXPENSES		\$1,048.14
				TOTAL		\$30,444.33

APPENDIX 7

Scope of Work and Fee Estimate Bidding Services

EXHIBIT A - SCOPE

Bidding Support Services for Taxiway B - Phases 2 and 3 Prepare 2014 EPA MSGP Application and SWPPP Prepare 2015-2017 DBE Goal

for

THE CITY OF CONCORD, NH CONCORD MUNICIPAL AIRPORT

I. GENERAL

The basic scope of the project is as follows:

- Prepare bidding documents and provide bidding support services for public bidding of Taxiway B
 Phases 2 and 3. Phase 1 was bid in May 2013.
- Update the existing SWPPP to conform to the new 2014 (anticipated) EPA multi-sector general permit (MSGP).
- Prepare a 3 year disadvantage business enterprise (DBE) for federal fiscal years (FFY) 2015-2017. The current goal expires in FFY 2014.

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

II. ARTICLE A – Bidding Support Services for Taxiway B Phases 2 and 3

The Engineer shall provide all materials and assistance to the Owner's Purchasing Department during the open public bidding process for the project, reviewing submitted proposals for the bid, identifying the successful bidders, and preparing and distributing executed contract documents to the applicable parties.

The specific items of work shall include:

- A. PREPARE LEGAL NOTICE. Not included. This task will be accomplished by the City of Concord.
- B. REPACKAGE AND DISTRIBUTE DOCUMENTS. Phase 2 and 3 will be prepared as standalone plans and specifications. Phases 2 and 3 will be removed from the 2013 project bidding documents that included Phases 1, 2 & 3. The Engineer will carry forward applicable front end and technical specifications into the bidding documents. The Engineer will carry forward applicable plans into the bidding documents. Where Phase 1 work is on the same plan, the Engineer will line out Phase 1 work and note that work is not included in the Phase 2 and 3 project. The Engineer will print and distribute the plans and specifications for the bidding of the project to the agencies as follows:
 - The City of Concord Engineering (2 plan/2 specification) & Purchasing Departments (1 plan/1 specification)
 - The NH Department of Transportation (1/1)
 - FAA (1/1)
 - Engineer (1/1)
 - Plan review agencies to be accomplished by the City of Concord
- C. PREBID MEETING. Schedule and conduct one (1) pre-bid conference at the Airport. As a part of conducting this conference, the Engineer shall prepare/present the following to the prospective

bidders:

- A meeting agenda describing the elements of the project and its requirements in accordance with the FAA New England Region's established criteria.
- A project location plan depicting the area of the proposed work.
- A project safety and phasing plan depicting requirements for the proposed work.
- A plan depicting a summary of the proposed work involved in the project.
- · A Sign-in sheet recording the attending parties.
- Meeting minutes for internal records will be prepared.
- D. RESPOND TO RFI'S. The Engineer shall field and respond to inquiries regarding general and/or specific issues pertaining to the bidding process, the scope of the project, and specific technical questions about the plans or specifications.
- E. PREPARE AND DISTRIBUTE ADDENDA. If necessary, prepare, and distribute any addenda issued for the purpose of clarification, deletion, addition, or correction to the bid plans or specifications.
- F. REVIEW BID PROPOSALS. Upon receipt of bids, The Engineer shall perform a review of all bid proposals received for the project. The bid review shall include the inspection of the following items for compliance:
 - Contractor's bid extension math
 - Bid security
 - Execution of bid
 - Non-collusive bidding certificate
 - EEO certification
 - Statement of surety's intent
 - Addenda receipt
 - Buy-American certificate
 - Subcontractors and suppliers list
 - Eligibility certification
 - Corporate bidders' certification
 - Non-discrimination statement and non-segregated facilities certificate
 - DBE certifications

The Engineer shall also:

- Request evidence of competency and evidence of financial responsibility from the contractors.
- Review the contractor's list of personnel, list of equipment and financial statements.
- Formally contact the contractor's references, upon the Owner's request, or if the contractor has no past working relationship with the Engineer or Owner.
- G. RECOMMENDATION OF AWARD. After reviewing the bid proposals, the Engineer shall identify the apparent low bidder and issue a recommendation/rejection of award of the construction contract to the Owner, and provide sample concurrence of award letters to the NHDOT.
- H. CONFORMED CONSTRUCTION DOCUMENTS. After award of the construction contract, the Engineer shall prepare, print and distribute sets of conformed construction plans and specifications incorporating all addenda items and clarifications issued during the bidding period

for use during the construction of the project. The distribution of plans/specs is anticipated to be as follows: NHDOT (1/1), Owner (2/2), NHF&G (1/1), Contractor (3/3), Engineer (1/1).

The Engineer assumes the City will prepare the bid tabulation and that the City will make the necessary arrangements to develop fully executed contracts.

I. QUALITY CONTROL REVIEWS. The Engineer shall conduct quality control reviews of the project deliverables.

III. ARTICLE B – Prepare 2014 EPA MSGP Application and SWPPP

- A. The existing Airport SWPPP, prepared under the EPA's 2008 multi-sector general permit (MSGP), requires an update to conform to the new 2014 (anticipated) issuance by the EPA of the MSGP. The new MSGP is not available for review at the time of this scope preparation. The Engineer anticipates the following:
 - 1. The Engineer shall hire the consultant who prepared the last EPA MSGP and SWPPP. Refer to the attached SWPPP consultant's scope of work which includes preparation of the SWPPP and issuance of the Notice of Intent (NOI).
 - 2. The Engineer shall conduct reviews of the draft SWPPP.
 - 3. The Engineer shall deliver to the Owner, for review, a PDF version of the draft SWPPP.
 - 4. The Engineer shall distribute and track resolution of comments on the draft SWPPP with the SWPPP consultant.
 - 5. The Engineer shall deliver two (2) hard copies of the final version of the SWPPP to the Owner.

IV. ARTICLE C - Update DBE Goal (2015-2017)

- A. The existing Airport DBE goal covers the federal fiscal years 2012 through 2014. A new DBE goal needs to be approved for federal fiscal years 2015-2017. An update to the current DBE plan is not required under this scope. The DBE goal update effects Attachment 4 and 5 of the current DBE plan. The Engineer shall conduct the following:
 - 1. The Engineer shall review the 2012-2014 past performance percentages and the past project's that generated the DBE percentages.
 - 2. The Engineer shall contact the FAA's DBE goal compliance specialist to review the past methodology for calculating the 3-year DBE goal and to confirm the new goal calculation methodology.
 - 3. The Engineer shall review the future ('15-'17) projects on the Airport's Capital Improvements Plan (CIP) and categorize the project work into industry code descriptions (NAICS Codes).
 - 4. The Engineer shall review the market area for consideration in determining available businesses to conduct the work on the Airport's CIP.

- 5. The Engineer shall calculate the DBE base goal. This is a multi-step process. The Engineer shall conduct the following:
 - a) Group the CIP work by NAICS codes.
 - b) Estimate the percentage of work for each NAICS code.
 - c) Determine the number of DBE's in the market area by NAICS code.
 - d) Determine the number of total businesses in the market area by NAICS code.
 - e) Compute the DBE percentage by NAICS codes and sum the values to establish the base figure goal.
- 6. The Engineer shall then evaluate adjustments, if any, to the base figure goal previously calculated. This is a multi-step process. The Engineer shall conduct the following:
 - Consider capacity of DBE's to conduct work based on the volume of work DBE's have conducted in recent years.
 - b) Contact NHDOT DBE compliance office for the evidence of disparity studies conducted in the state.
 - c) Review disparity studies and consider the effects in order to adjust the base figure goal.
 - d) Evaluate any available data on employment, self-employment, education, training and union apprenticeship programs as these relate to opportunities for DBE's to perform. This shall be conducted by contacting the NHDOT DBE compliance office via email, contacting in writing the NAACP, the NAWIC, the NH Department of Employment Security, the Latin American Center, the NH Commission on the Status of Women, the Southern NH Outreach for Black Unity and the Associated General Contractors of NH. The Engineer shall compile data received from these offices. Based on the evidence received, the DBE goal percentage shall be adjusted.
 - e) Consider historic performance of the DBE's on similar types of projects in order to adjust the DBE goal.
- 7. Based on the prior steps, the Engineer shall prepare the Draft DBE goal update.
- 8. The Engineer shall perform quality control reviews on the DBE goal update, make corrections and submit via email the Draft DBE goal update to the Owner as a PDF document.
- 9. The Engineer shall make corrections to the DBE goal based on the Owner's comments and submit the revised DBE goal to the Owner as PDF via email.
- 10. The Engineer shall assist the Owner with the public participation required with the DBE goal update. The Engineer shall conduct the following:

- a) Prepare the public meeting notice for the Owner to post on the City's website and local paper.
- b) Attend a public meeting with the Owner.
- c) Compile public comments.
- d) The Engineer shall then update the DBE goal based on public comments.
- 11. The Engineer shall prepare the Breakout of Estimated Race-Neutral & Race Conscious Participation (Attachment 5 of the current DBE plan).
- 12. The Engineer shall submit the final DBE goal update (Attachment 4 of the current DBE plan) and Breakout of Estimated Race-Neutral & Race Conscious Participation (Attachment 5 of the current DBE plan) to the FAA's DBE compliance office for review and approval. The Engineer anticipates the submittal will be in PDF format.

V. WORK NOT INCLUDED IN THIS PROPOSAL

- A. The following items are not included in the scope of services, as provided by the Engineer:
 - 1. Hazardous material testing and reporting
 - 2. Subsurface investigation and utility location services
 - 3. Mechanical engineering services
 - 4. Survey layout
 - 5. Survey verification for the calculation of quantities
 - 6. Coordination with utility companies
 - 7. Alterations to design, plans, etc. as a result of available funding
 - 8. Special Inspections (Erosion Control, structural, etc...)
 - 9. FAA Safety Management System effort is not included.
 - 10. Record (as-built) survey
 - 11. Materials testing
 - 12. Phase 1-3 CA and RE services.

ATTACHMENT

- The Smart Associates Environmental EPA MSGP application and SWPPP update proposal and fee dated October 10, 2013.
- Jacobs fee estimate (includes The Smart Associates Environmental)

Multi-Sector General NPDES SWPPP Update 10.10.13 Concord Municipal Airport Concord, New Hampshire

Introduction

The Smart Associates, Environmental Consultants, Inc (Smart Associates) is pleased to offer this proposed scope of work to update Concord Municipal Airport's (the Airport) existing Stormwater Pollution Prevention Plan (SWPPP) prepared pursuant to requirements found in Part 5 and Part 8.S of the 2008 Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (2008 MSGP). The proposed SWPPP update will amend the existing SWPPP to bring it into compliance with the requirements of the 2013 MSGP. The tasks to be completed under this proposed scope of work are addressed below.

Task 1. Site Visit

An environmental scientist from Smart Associates will perform a site visit at the Airport to collect and update data relevant to the preparation and maintenance of the SWPPP. Data to be collected will include, but not be limited to:

- Airport and tenant use, storage, and disposal of potential sources of stormwater contamination;
- Current status of airport operations such as fueling stations, aircraft and ground vehicle storage, and deicer usage;
- Current status and significant changes in stormwater and water quality Best Management Practices (BMPs) since the last version of the SWPPP;
- Identification of any non-allowable discharges to the Airports stormwater drainage system; and
- Copies of available documentation regarding required stormwater monitoring, routine facility inspections, visual assessments, corrective actions, and staff training records.

Smart Associates will also photo-document relevant features at the Airport such as stormwater BMPs, stormwater outlets that are subject to the permit requirements, potential sources of stormwater pollution, and tenant operations.

Task 2. Agency Coordination

The 2013 MSGP in its current proposed format requires airports to effect coordination with relevant state and federal agencies regarding potential adverse impacts to federally-listed threatened or endangered species and associated critical habitats and/or certain historic properties/resources.

Task 2.1. Endangered Species

Since the Airport provides habitat for the federally-listed endangered Karner blue butterfly, potential effects to this species will be assessed in accordance with the procedures outlined in Appendix E of the 2013 MSGP. It is assumed that the Airport's stormwater discharges will be covered under Eligibility Criterion C (federally-listed species occur at the facility but

The Smart Associates
Environmental Consultants, Inc.

Multi-Sector General NPDES SWPPP Update 10.10.13 Concord Municipal Airport Concord, New Hampshire

discharge-related activities are not likely to adversely affect the listed species). The Criterion C Worksheet provided in Appendix E of the MSGP will be completed and submitted to the EPA and the US Fish and Wildlife Service. A copy will also be provided to the NH Fish and Game Department. Documentation of endangered species coordination will be included in the updated SWPPP. The Criterion C Worksheet is a new requirement of the 2013 MSGP and was not prepared for the 2008 MSGP SWPPP.

Task 2.2. State Historic Preservation Office

Appendix F of the 2013 MSGP will be reviewed to determine which Eligibility Criterion applies to the Airport. It is assumed that the Airport will likely meet Criterion A since any new subsurface stormwater control measures are proposed to be constructed in areas that have been subject to historical and archeological investigations and have been reviewed and approved by the State Historic Preservation Office (SHPO) as part of the Environmental Assessment prepared in 2010-2011.

Task 3. SWPPP Update

Part 5.0 of the proposed 2013 MSGP requires all airports seeking coverage under the permit that have an existing SWPPP to review and update the SWPPP to implement all provisions the permit. The SWPPP must be revised to meet the requirements of the permit prior to submitting a new Notice of Intent form.

Task 3.1. Review and Update Text

The Airport's existing SWPPP was prepared pursuant to requirements of the 2008 MSGP. The 2013 MSGP as proposed has several changes and/or clarification that will affect the text of the existing SWPPP. Furthermore, changes in Airport personnel, tenants, operating procedures, runoff and stormwater control measures and BMPs, and general infrastructure will likely need to documented and discussed in the 2013 version of the SWPPP. TSA personnel will review the text of the existing SWPPP and update it as necessary to meet the requirements of the new MSGP. Photographs taken during the site visit (Task 1) will be incorporated into a photographic log that will be appended to the SWPPP document.

Task 3.2. Update Graphics

The general location map and site plans that were prepared for the 2008 MSGP SWPPP will be updated so they meet the requirements of the 2013 MSGP. It is assumed that only minor revisions will be necessary.

Task 3.3. Notice of Intent Preparation and Submittal

Following the completion of the SWPPP update, Smart Associates personnel will prepare an EPA Notice of Intent form seeking coverage under the new MSGP. The form will be

Multi-Sector General NPDES SWPPP Update 10.10.13 Concord Municipal Airport Concord, New Hampshire

submitted electronically using the EPA's eNOI system. Upon receipt of an acknowledgement from the EPA eNOI system that the new permit has been issued, a copy of this document will be added to the SWPPP.

Task 3.4. Project Coordination

Smart Associates will coordinate with Airport personnel regarding access to the property and to arrange for escorts as necessary, as well as with respect to acquiring copies of existing SWPPP and corrective action documentation. Smart Associates will also maintain coordination with the Airport's on-call engineering consultant regarding the status of the SWPPP update and any changes in Airport improvement projects that might require additional SWPPP amendments.

Task 3.5. Project Management

The Smart Associates' project manager will track progress of the SWPPP update tasks, maintain in-house coordination with the project team, and work with administrative staff to prepare and submit invoices and project status reports as necessary.

The Smart Associates Environmental Consultants, Inc.

Professional Opinion of Cost for: Concord Airport SWPPP Update TSA job # P13-032

Prepared:

10/10/2013

			Project St	affing				
Task	Senior Env. Sci.	Resource Manager	Wetland Sci. II	Wetland Sci. /Env. Sci. II	Env. Sci. I	CADD	Proj. Coordinator	Clerical
Task 1 - Site Visit								
1.1 - Conduct site visit		4						
Subtotal Task 1	0.00	4 640.51	0.00	0.00	0.00	0.00	0.00	0.00
Task 2 - Agency Coordination								
2.1 - Endangered Species				6				
2.2 - SHPO				2				
Subtotal Task 2	0.00	0.00	0 0.00	8 780.57	0.00	0.00	0.00	0.00
Task 3 - SWPPP Update								
3.1 - Review & Update Text		16		4	8		İ	
3.2 - Update Graphics		1				4		
3.3 - NO! Preparation		1		1	3		2	
3.4 - Project Coordination		4					2	
3.5 - Project Management		2						
Subtotal Task 3	0 0.00	24 3843.06	0 0.00	5 487.86	11 779.71	4 390.28	4 283.53	0.00
Total Staff Labor	0	28	0	13	11	4	4	0
\$\$\$	0.00	4483.57	0.00	1268.42	779.71	390.28	283.53	0.00

Professional Opinion of Cost	Rates			Hours	Cost
Senior Environmental Scientist	\$ 65.0	0		0	\$0.00
Resource Manager/Hydrogeologist	\$ 45.0	0		28	\$1,260.00
Wetland Scientist II	\$ 27.4	2		0	\$0.00
Wetland/Environmental Scientist II	\$ 27.4	2		13	\$356.46
Environmental Scientist I	\$ 19.9	2		11	\$219.12
Environmental Scientist I/CADD	\$ 27.4	2		4	\$109.68
Project Coordinator	\$ 19.9	2		4	\$79.68
Clerical	\$ 19.9	2		0	\$0.00
				Subtotal Labor	\$2,024.94
				OH 223.49%	\$4,525.54
				Subtotal Labor & OH	\$6,550.48
				Fixed Fee 10%	\$655. <u>0</u> 5
Total Labor					\$7,205.53
Expenses:	Travel	\$			
•	Printing	\$	117.00		
	Reports	\$	30.00		
	Postage	\$	15.00		
	Photographs	\$	-		
	Communications	\$			
	Field equipment	\$			
	Field supplies	\$	-		
	Total Direct Expense	es			\$162.00
Total					\$7,367.53

Assumptions:
TSA shall be provided 48-hour written notice of any task requiring TSA to perform on-site activities under the scope of work.
Assumes Airport personnel will provide site access
Labor is charged at current rates at any time.

EXHIBIT B - ESTIMATE OF STAFF EFFORT - PERSON HOURS

Bidding Support Services for Taxiway B Project - Phases 2 and 3 Prepare 2014 EPA MSGP Application and SWPPP Update 2015-2017 DBE Goal

at

Concord Municipal Airport Concord, NH

	SUMMARY		
ARTICLE A	Bidding Support Services for Taxiway B - Phase 2 and 3		\$15,477
ARTICLE B	Update SWPPP to the New 2014 (anticipated) MSGP		\$9,201
ARTICLE C	Update 2015-2017 DBE Goal		\$6,824
	тот	ΓAL	\$31,502

Revised 2.5.14: Removed Taxiway B - Phase 2 and 3 Construction Phase Services from estimate

ESTIMATE OF STAFF EFFORT - PERSON HOURS Bidding Support Services for Taxiway B Project - Phases 2 and 3 at

	Concord Mu	inicipal Airport, Concord New	/ Hampshire				
		ARTICLE A					
Task	Description	Principal-in- Charge	Project Manager	Project Engineer	CADD Tech.	Admin. Support	TOTAL
II.A	Prepare Legal Notices			2			2
II.B	Repackage & Distribute Documents		4	16	24	8	52
II.C	Conduct Pre-bid meeting		4	4			8
II.D	Respond to RFI's		2	8	8		18
II.E	Prepare and distribute addenda		2	12			14
II.F	Review bid proposals		2	8			10
II.G	Prepare recommendation of award letter			2			2
II.H	Prepare conformed documents			8	24	4	36
11.1	QA/QC	4	4				8
	TOTAL HOURS	4	18	60	56	12	150
	RATES	\$90.00	\$ 55.00	\$42.00	\$28.00	\$26.00	
	PAYROLL	\$360.00	\$990.00	\$2,520.00	\$1,568.00	\$312.00	\$5,750.00

			TOTAL PAYROL	L	\$ 5,750
Expenses Townstant CONT		#30 (#30/c ·)	OVERVIEAR	116.000/	e/ (3:
Travel to/from CON:		\$30 (\$30/trip)	OVERHEAD	116.08%	\$6,675
Printing & Postage Bid Documents: (6 x \$120/set) + \$50 pstg		\$ 770			
Printing & Postage Conf. Docs: (8 x \$120/set) + \$50 pstg		\$1,010	PAYROLL COST		\$12,425
	Lotal Expenses:	\$1,810			
Trips			FIXED FEE	10%	\$1,242
Pre-bid meeting		1			
•			EXPENSES		\$1.810
	Total Trips:	1			
	· c.ai rups.	•	TOTAL FEE:		\$15,477

ESTIMATE OF STAFF EFFORT - PERSON HOURS Prepare 2014 EPA MSGP Application and SWPPP at

			ARTICLE E	3				
Task	Description	Principal-in- Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
III.A.1.	Hire the subconsultant		2					2
III.A.2.	Review draft SWPPP	1 1	4					5
III.A.3.	Deliver draft SWPPP to Owner		1					1
III.A.4.	Track resolution of SWPPP review comments		4					4
III.A.5.	Deliver final SWPPP to Owner		1					1
	TOTAL HOURS	1	12	0	0	0	0	13
	RATES	\$90.00	\$55.00	\$42.00	\$67.00	\$28.00	\$26.00	<u> </u>
	PAYROLL	\$90.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 750.00

P			TOTAL PAYROLL	\$ 750
Expenses Travel to/from CON:		\$0 (\$30/trip)	OVERHEAD 116.08%	\$871
Printing, Postage, etc.:	Total Expenses:	\$50 \$50	PAYROLL COST	\$1,621
Trips	Tatal Ti	0	FIXED FEE 10%	\$162
	Total Trips:	0	SUBCONSULTANTS	\$7,368
Subde			EXPENSES	\$ 50
Subconsultant Smart Associates		\$7,368 (see separate breakdown included)	TOTAL FEE:	\$9,201

ESTIMATE OF STAFF EFFORT - PERSON HOURS Update 2015-2017 DBE Goal

at

			ARTICLE C	,				
Task	Description	Principal-in- Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
IV.A.1.	Review past performance percentages			2				2
V.A.2.	Confirm new goal methodology calculation with FAA		2					2
IV.A.3.	Review CIP future project		2	2				4
IV.A.4.	Review market area			2				. 2
IV.A.5.	Calculate the DBE base goal		2	16				18
IV.A.6.	Evaluate adjustments to base goal			8				8
IV.A.7.	Prepare the Draft DBE goal update			8				8
IV.A.8.	Perform QA/QC reviews and submit to Owner	1	2					3
IV.A.9.	Make corrections and resubmit to the Owner			4			_	4
IV.A.10.	Assist in public participation			4				4
IV.A.11.	Prepare Breakout of Race-Neutral and Conscious Participation		2	2				4
IV.A.12.	Submit DBE goal update to the FAA	,	2	50	0	0	0	4 28
	TOTAL HOURS RATES	\$90.00	\$55.00	\$42.00	\$67.00	\$28.00	\$26.00	20
	PAYROLL	\$90.00	\$660.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,850.00

			TOTAL PAYROLL	\$2,850
Expenses Travel to from CON:		\$30 (S30/trip)	OVERHEAD 116.08%	\$3,308
Printing, Postage, etc.:	Total Expenses:	\$50 \$50	PAYROLL COST	\$6,158
Trips			FIXED FEE 10%	\$616
	Total Trips:	i	SUBCONSULTANTS	\$ 0
			EXPENSES	\$ 50
			TOTAL FEE:	\$6,824

APPENDIX 8

Scope of Work and Fee Estimate for Materials Testing Services



EOTECHNICAL ERVICES NC.

Geotechnical Engineering

Environmental Studies

Materials Testing

Construction Monitoring

May 3, 2013

Ms. Martha Drukker City of Concord 41 Green Street, 3rd Floor Concord, NH 03301

RE: Construction Materials Testing Proposal

Concord Municipal Airport Concord, New Hampshire

GSI Proposal No. 150-13

Dear Ms. Drukker,

Geotechnical Services, Inc., Inc. (GSI) is pleased to submit this proposal to provide construction monitoring and materials testing services for the referenced project. GSI is a full service geotechnical, environmental and construction materials consulting firm, providing engineering services on projects throughout New England. Our firm prides itself on rapid report turn around and client responsiveness. Our engineering staff is fully capable of providing professional services on a wide variety of projects. GSI's field technicians are certified, fully capable of performing multiple services for each site visit, and participate in our company continuing education program. GSI employs ACI certified technicians and operates in accordance with ASTM D3740 and D329 under the direction of a professional engineer with over 20 years experience in the areas of soil and rock testing. GSI follows the methods prescribed by ASTM, EPA, USA-COE, AASHTO, AWS, NCMA and other applicable professional societies test methods.

SCOPE OF SERVICES

This proposal has been prepared based on our review of the project plans and specifications. The construction monitoring scope of services we therefore propose include the following:

EARTHWORK

A. GSI would provide an Engineering Technician to perform field density tests and verify lift thicknesses. GSI typically would perform these services using one of the following methods:

ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D 2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods

The results of all tests as well as a summary of the day's activities are presented in a daily field report. The field density test locations and elevations must be provided from the project superintendent. The Engineering Technician does not direct the contractor or approve/reject any work. The project superintendent and/or resident engineer are notified of all test results following the completion of the test activities.

55 North Stark Highway, Weare, NH 03281

503/529/7766

FAX 603/529/7080

30 Newbury Street, Boston, MA 02116

617/455/4248

FAX 617/745/4308

- B. Provide laboratory testing of representative soil samples collected in the field by our technicians. Sieve and Proctor tests are performed at our materials testing laboratory and the results are generally available within two days. All tests are performed in accordance with the applicable ASTM standards.
- C. GSI staff engineers are available for consultation should unanticipated subsurface conditions become apparent during earthwork operations. This may include the discovery of unanticipated conditions, difficult dewatering situations, bedrock, etc. In such cases, GSI could document the actual field conditions and measure quantities for change order negotiations.

CONCRETE

A. Provide an Engineering Technician for observation of concrete placement for compliance with project specifications. The Concrete Technician observes that the placement is the correct strength, checks batch time, performs slump tests, performs air content tests, and cast test cylinders. Physical tests performed in the field include the following:

ASTM C143 - Test Method for Slump of Hydraulic Cement Concrete

ASTM C1064 - Test Method for Temperature of Portland-Cement Concrete

ASTM C173 or ASTM C231 - Test Methods for Air Content of Portland-Cement Concrete (Volumetric and Pressure Methods)

And, if requested:

ASTM C138 - Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete

Concrete test cylinders will be fabricated and cured in accordance with ASTM C31 (Practice for Making and Curing Concrete Test Specimens in the Field) at the frequency indicated by project specifications. In the event that the project specifications do not indicate the testing frequency, we would cast a set of 4 cylinders for every 100 cubic yards (cy) or placement.

- B. Provide for concrete test cylinders to be transported to our laboratory facility, in accordance with ASTM C31. Transportation procedures would be such that disturbance to the concrete specimens is minimal.
- C. Concrete test cylinders would be tested for axial compressive strength in accordance with ASTM C39. GSI uses a Forney CT 500 compressive test machine that is calibrated annually. A copy of the calibration certificate is available upon request. Test results are generally submitted the day following completion of testing; with all low tests results immediately reported upon review of results.
- D. In the event that further testing is required due to low cylinder compressive strength tests, GSI can, at the clients request, perform in-situ strength tests such as Windsor probe or extract cores for axial compressive testing to verify the compressive strength of the in-place concrete.



ASPHALT

- A. Asphalt quality control laboratory services include bituminous concrete mix design verification, determination of "Marshall Density", and extraction procedures to determine asphalt content and aggregate gradation.
- B. Asphalt quality control field services include observation of thickness as placed, temperature monitoring, bulk density determination by nuclear methods, bulk density determination of bituminous concrete cores and recording the total tonnage placed.

REINFORCING STEEL

A. An Engineering Technician would inspect the size, arrangement, and support of reinforcing steel prior to concrete placement. The work would be inspected with respect to approved shop drawings provided by the general contractor or structural drawings. Any discrepancies would be immediately called to the attention of the project superintendent and corrective action would be noted on our report.

FEES

GSI would itemize our costs on a time and expense basis in accordance with the attached Rate Schedule and Terms and Conditions.

We trust that you find this proposal consistent with your needs. Should you have any questions with regard to this proposal, please do not hesitate to contact our office. You may formally execute this proposal by signing below and returning it to us for our files.

Very truly yours,

GEOTECHNICAL SERVICES, INC.

Harry K. Wetherbee, P.E.

Principal Engineer

Enclosures



The preceding Scope of Services are accepted. Payment will be made in accordance with the Rate Schedule and Terms and Conditions.

Authorized Client Signature	Printed Name
Authorized Chefit Signature	Filmted Lyame
	·
Date	Company



GEOTECHNICAL SERVICES, INC.

<u>COMPENSATION</u>: Fees for engineering services will be based upon the time worked on a given project and computed in accordance with the attached rate schedule. Fees for in-house computer services, mileage charges, expenses, and time spent traveling in the interest of work vill be assessed in accordance with the attached rate schedule.

<u>BILLING AND PAYMENT</u>: CLIENT recognizes that timely payment of GSI's invoices is a material part of the consideration GSI requires to perform the services indicated in this AGREEMENT. CLIENT shall pay GSI for services rendered in U.S. funds drawn upon U.S. banks, in accordance with the rates and charges set forth herein. Routine invoices will be submitted by GSI from time to time, but no more frequently than [every two (2) weeks], and shall be due and payable within [thirty (30)] calendar days of invoice date. If CLIENT objects to any portion of an invoice, CLIENT shall so notify GSI within [fourteen (14)] calendar days of the invoice date, identify the cause of the objection, and pay when due that portion of the invoice not in dispute.

CLIENT shall pay an additional charge of [one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower)] of the invoiced amount per month for any payment received by GSI more than [thirty (30)] calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

COLLECTION COSTS: If CLIENT fails to make payment when due and GSI incurs any costs in order to collect overdue sums from CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to GSI. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable GSI staff fees at standard billing rates for GSI's time in efforts to collect. This obligation of the CLIENT to pay GSI's collection costs shall survive the terms of this agreement or any earlier termination by either party

SUSPENSION OF SERVICES: If CLIENT fails to make payments when due or otherwise is in breach of this agreement, then GSI may suspend performance of services upon 5 days written notification to CLIENT. GSI shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this agreement by CLIENT.

HOLDING HARMLESS: CLIENT understands that "holding GSI harmless" as referred to in these Terms and Conditions, would, among other thing require CLIENT to compensate GSI for any time spent or expenses incurred by GSI in defense of any claim for which CLIENT has agreed to indemnify GSI, in accordance with GSI's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

SAMPLES: Soil, rock, and water samples obtained from the site which have not been consumed in testing become the property of the CLIENT, once the project account has been naid in full. Such samples will be held for thirty (30) days after payment, and will be disposed f thereafter unless delivery to CLIENT is requested in writing. It is CLIENT'S responsibility to select and arrange for disposal procedures which encompass removing the contaminated samples from GSI's custody and transporting them to a disposal site.

<u>DOCUMENTS</u>: All documents generated by GSI in the course of rendering service to CLIENT will remain the property of GSI. CLIENT agrees that all documents and/or plans provided by GSI in connection with services rendered will be utilized solely by CLIENT for their intended purpose. GSI will not intentionally divulge documents or information regarding its services to parties other than CLIENT unless requested in writing by CLIENT.

MONITORING OF CONSTRUCTION: Should CLIENT for any reason not retain GSI to monitor construction, or should CLIENT unduly restrict GSI's assignment of personnel to monitor construction, or should GSI for any reason not perform construction monitoring during the full period of construction, GSI shall not have the ability to provide a complete service. Should GSI for any reason not have the ability to perform a complete service, and thus not have the capability for adequate control of implementation of the complete engineering function, CLIENT waives any claim against GSI, and agrees to indemnify, defend and save GSI harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by GSI.

<u>LIMITATION OF LIABILITY</u>: CLIENT agrees to limit GSI's liability to CLIENT and all third parties arising from GSI's professional acts, errors or omissions, such that the total aggregate liability of GSI to all those named shall not exceed \$50,000 or GSI's total fee for the services rendered on this project, whichever is greater. CLIENT further agrees to require of all of their subcontractors an identical limitation of GSI's liability for damages suffered by the CLIENT or its subcontractors arising from GSI's professional acts, errors or omissions.

STANDARD OF CARE: GSI strives to provide its professional services in accordance with the care and skill ordinarily used by members of GSI's profession practicing under similar circumstances at the same time and in the same locality. GSI makes no warranties, express or implied, under this Agreement.

JURISDICTION/CHOICE OF LAW: The laws of the State of New Hampshire shall govern the rights and obligations of the parties under this Agreement and any disputes arising from this Agreement. Jurisdiction for any legal action arising form this Agreement shall be in the Goffstown District Court or the Hillsborough County Superior Court in the State of New Hampshire.

CONFLICTS WITH PROPOSAL/ENTIRE AGREEMENT: Should any element of these Terms and Conditions be deemed in conflict with any element of the proposal or contract to which they apply, then the wording of the Terms and Conditions shall govern. These Terms and Conditions and the proposal or contract to which they apply shall be deemed the entire Agreement between the parties. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except for those expressly set forth in this Agreement.

PROFESSIONAL SERVICES TERMS AND CONDITIONS - Construction Monitoring

RESPONSIBILITY TO NOTIFY GSI: CLIENT hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, has done his best to inform GSI of such known or suspected hazardous materials' type, quantity and location.

<u>RIGHT OF ENTRY</u>: Unless otherwise agreed, CLIENT will furnish right-of-entry upon the site for GSI or its subcontractors to perform assessments or explorations as deemed necessary by GSI.

JOBSITE SAFETY Neither the professional activities of GSI, nor the presence of GSI or his employees or subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means and methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GSI and his or her personnel have no authority to exercise any control over the construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the General Contractor. The CLIENT also agrees that the CLIENT, GSI and GSI's subconsultants shall be indemnified and shall be made additional insured under the General Contractor's general liability policy.

ASSIGNMENT: Neither party to this agreement shall transfer, sublet or assign any rights under or interest in this agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of the agreement, neither party shall be liable to the other for any consequential damages resulting incurred due to the fault of the other party, regardless of the matter of this fault or whether it was committed by the CLIENT or GSI, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and profit.

INDEMNIFICATION: GSI agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by GSI's negligent acts, errors or omissions in the performance of GSI's professional services under this contract and those of GSI's subconsultants or anyone for whom GSI is legally liable.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold GSI harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CLIENT'S negligent acts, errors or omissions and those of CLIENT's subconsultants or anyone for whom CLIENT is legally liable, and arising from the project that is the subject of this agreement. GSI is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

CONSTRUCTION/FIELD OBSERVATION

CLIENT recognizes that unanticipated or changed conditions may be encountered during [construction or remediation] and, principally for this reason, CLIENT shall retain GSI to observe [construction or remediation]. CLIENT understands that [construction or field] observation is conducted to reduce not eliminate the risk of problems arising during [construction or remediation], and that provision of the service does not create a warranty or guarantee of any type. In all cases, contractors shall retain responsibility for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based. Should GSI for any reason not provide [construction or field] observation during the implementation of GSI plans, specifications, and recommendations, or should CLIENT unduly restrict GSI assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against GSI and indemnify, defend, and hold GSI harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans, or specifications developed by GSI. CLIENT also shall compensate GSI for any time spent or expenses incurred by GSI in defense of any such claim. Such compensation shall be based upon GSI's prevailing fee schedule and expense reimbursement policy. (The term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.")

TIME BAR TO LEGAL ACTION: All legal actions by either party against the other for breach of this agreement or any addendum to it, or for failure to perform in accordance with the applicable standard of care, or that are essentially based upon such breach or such failure, shall be barred after two (2) years have passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after four (4) years have passed from the date by which GSI substantially completes its services. Substantial completion shall be defined to mean completion of monitoring services as called for hereunder, unless GSI's services shall be terminated earlier. After four (4) years have passed from the date of substantial completion, CLIENT agrees to indemnify, defend, and hold GSI harmless from any claim or liability or injury or loss allegedly arising from GSI's failure to perform in accordance with the applicable standard of care. In addition, CLIENT agrees to compensate GSI for any time spent or expenses incurred by GSI in defense of any such claim, with compensation to be based upon GSI's prevailing Rate Schedule and expense reimbursement policy.

GEOTECHNICAL SERVICES, INC. - RATE SCHEDULE, 2013

240/full day

75/hr

A. PROFESSIONAL STAFF Principal Engineer 125/hr 85/hr Professional Engineer 75/hr Staff Engineer Field Engineering Technician 60/hr Word Processing 50/hr В. **CONSTRUCTION MONITORING SERVICES** Field Technician 130/1/2 day

Steel Inspector (AWS Visual) C. LABORATORY TESTING SERVICES

Soils

Sieve Analysis (ASTM C-136 & C-117)	85/ea
Hydrometer Analysis (ASTM D422)	85/ea
Organic Content	100/ea
pH Determination	50/ea
Topsoil Nutrient Analysis	200/ea
Proctor (Standard or Modified)	110/ea
Atterberg Limits	95/ea
California Bearing Ratio	350/ea
Consolidation Testing (Taylor Method)	450/ea
Falling/Constant Head Permeability	250/ea
Triaxial Permeability	325/ea
Unconfined Compressive Test	150/ea

Concrete and Aggregates

Concrete Cylinder Compression	15/ea
Mix Design Review	250/ea
Concrete Core Compression Tests	50/ea
Masonry Prisms	35/ea
Mortar Cubes	35/ea
LA Abrasion	250/ea
Petrographic Analysis	cost + 20%

Asphalt

Density Tests	150/ea
Asphalt Extraction Tests	200/ea
Mix Review	250/ea

D. SUBSURFACE EXPLORATIONS

SUBCONTRACTOR COST + 20%

E. <u>EQUIPMENT/MISCELLANEOUS</u>

Transportation of Materials to Lab	30/hr
Nuclear Density Gage	35/day
Photo Ionization Detector	50/day
Vibration Monitor	50/day
Guelph Permeameter	50/day
Groundwater Sampling Pump	50/day
Mileage	0.55/mi
UT Steel Testing Apparatus	100/day
Groundwater Monitor Wells	18/ft
Monitor Well Covers	100/ea
Overtime	50%
Low-Voltage Holiday Detector	35/day
Dry Film Thickness Gage	25/day
Vibration Monitor	50/day
Windsor probe test	100/shot
Swiss Hammer	50/day
Transit	50/day
Coring Rig and Crew	500/day
James Electric Resistivity	75/day
Static Cone Penetrometer	25/day
Dynamic Cone Penetrometer	50/day

- Rates and mileage charges are assessed portal to portal from Boston, MA or Weare, NH.
- Overtime surcharge for technical staff is 50%.
- Markup for reimbursable expenses is 20%.
- A surcharge of 50% applies to all same day service.
- Sundays and Holiday service are surcharged 100%.
- Interest rate of 1% per month may be applied to all overdue accounts.
- Test reports are subject to review by Principal Engineer @ \$125/hr.



3.14.14

Note:

\$21,200 of GSI's cost for the Phase 1-3 testing was included in grant SBG-04-08-2013. This grant for Phase 2 and 3 requests the balance of the testing costs of \$33,420.

\$54,620-\$21,200 = \$33,420

ESTIMATE OF STAFF EFFORT - PERSON HOURS Materials Testing

for

Construct Taxiways Project

at

Concord Municipal Airport Concord, NH

	SUMMARY	
SBG-04-08	-2013	· · · ·
	Materials Testing - Phase 1 (2013-14)	\$21,132
	Materials Testing - Phase 2 (2014-15)	\$24,324
	Materials Testing - Phase 3 (2014-15)	\$9,164
	TOTAL	\$54,620

SEE ATTACHED

ESTIMATE OF STAFF EFFORT - PERSON HOURS Construct Taxiways Project

	Ma	nterials Testing - Phase 1	(2013-14)	· · · · · · · · · · · · · · · · · · ·		
MATERIAL TESTING BY SUBCONSU	LTANT					
Aggregate Material QA Testing:	(P-209, P-	401, P-610 Structural Conc.,	Crushed Stone)			
	4 Wear Test	s	@	\$250	=	\$1,000
	4 Sulfate So	undness Tests	@	\$250	=	\$1,000
	4 Grain Size	Analysis	@	\$85	=	\$340
	4 Hydromet	er Analysis	@	\$85	=	\$ 340
	4 Unit Weig	tht Tests	@	\$ 50	=	\$200
	4 Flat/Elong		@	\$75	=	\$300
	4 Fractured	Faces	@	\$50	=	\$200
	4 Sand Equi		@	\$210	=	\$840
	4 Atterberg		@	\$95	=	\$380
	4 Specific G	fravity Tests	@	\$150	=	\$600
	1 Porosity		@	\$50	=	\$50
D401 D1					Subtotal	\$5,250
P401 Bituminous Concrete Testing (2,500 T	ons)		0	6.27-0		53.55 0
		Inspection (10 hour day)	@	\$750	=	\$3,750
		ing of cores (5 hour day)	@	\$240	=	\$1,200
	175 Mileage to	/from plant	@	\$0.565	=	\$99
Compling and laborators testing of D152		4-1-1-1-1-EIIV D154	11 10000		Subtotal	\$5,049
Sampling and laboratory testing of P152 exc		iable backfill), P154 aggregati Proctor Tests				£ 1110
			@	\$110	**	\$770
	15 Grain Size	•	@	\$85	=	\$1,275
	15 Hydromete	er Analysis	@	\$85	-	\$1,275
Field density tests beel-611bd					Subtotal	\$3,320
Field density tests on backfills, sub grades, s						
(Assume 1 Lot = 1 trip = 2 sandcones = 1 ho				6130		E2 000
	30 Lots	(25	@	\$130	=	\$3,900
	1000 Miles	(35 mi/trip)	@	\$0.565	= –	\$565
Structural Concrete Testing (Head-only Sin-	Deeps Wind Con-1				Subtotal	\$4,465.00
Structural Concrete Testing (Headwall, Sign Concrete Cylinders - Technician	Dases, Wind Cone)	10 Dave (4 h)	6	C3 10	_	£0.400
Concrete Cylinders - Technician Concrete Cylinders (3 per placement)		10 Days (4 hour min.) 30 Each	@	\$240	=	\$2,400
Concrete Cytinders (3 per placement) Technician Mileage - Cylinders			@	\$15	=	\$450
rechnician wineage - Cylinders		350 Miles	@	\$0.565	=	\$197.75
					Subtotal	\$3,047.75

ESTIMATE OF STAFF EFFORT - PERSON HOURS Construct Taxiways Project

	Ma	aterials Testing - Phase 2	(2014-15)			
MATERIAL TESTING BY SUBCONSULTAN	IT.					
Aggregate Material QA Testing:	(P-209, P-401, P-610, Crushed Stone)					
. 250.08m.c 1.1111111	4 Wear Test		@	\$250	=	\$1,000
		undness Tests	@	\$250	=	\$1,000
	4 Grain Size		@	\$85	=	\$340
	4 Hydromete		@	\$85	=	\$340
	4 Unit Weig	•	@ @ @ @	\$50	=	\$200
	4 Flat/Elong		@	\$75	=	\$300
	4 Fractured	Faces	<u>@</u>	\$ 50	=	\$200
	4 Sand Equi	valency	@	\$210	=	\$840
	4 Atterberg	Limits	@	\$95	=	\$380
	4 Specific G	ravity Tests	@	\$150	=	\$600
	1 Porosity		@	\$50	=	\$50
	_				Subtotal	\$5,250
P401 Bituminous Concrete Testing (2,600 Tons)						
	5 Days Plan	t Inspection (10 hour day)	@	\$ 750	=	\$3,750
	5 Days Testi	ing of cores (5 hour day)	@ @	\$240	=	\$1,200
	175 Mileage to	/from plant	@	\$0.565	=	\$99
					Subtotal	\$ 5,049
Sampling and laboratory testing of P152 excavatio			subbase, and P209		ırse	
	8 Modified Proctor Tests 20 Grain Size Analysis		@	\$110	=	\$880
			@	\$85	=	\$1,700
	20 Hydromet	er Analysis	@	\$85	-	\$1,700
					Subtotal	\$4,280
Field density tests on backfills, sub grades, sub bas						
(Assume 1 Lot = 1 trip = 2 sandcones = 1 hours for						
	45 Lots		@	\$130	=	\$5,850
1	1500 Miles	(35 mi/trip)	@	\$0.565	=	\$848
					Subtotal	\$ 6,697.50
Structural Concrete Testing (Sign Bases, PAPI For	undation)			6340		F2 400
Concrete Cylinders - Technician		10 Days (4 hour min.)	@	\$240	=	\$2,400
Concrete Cylinders (3 per placement)		30 Each	@	\$15	=	\$450
Technician Mileage - Cylinders		350 Miles	@	\$0.565	= Cubana	\$197.75
					Subtotal	\$3,047.75
ESTIMATED TOTAL MATERIALS TESTING EXPENSE					=	\$24,324.13

ESTIMATE OF STAFF EFFORT - PERSON HOURS Construct Taxiways Project

	Ma	terials Testing - Phase 3 (2014-15)			
MATERIAL TESTING BY SUBCONSU	LTANT					
Aggregate Material QA Testing:	(P-209, P-401, P-610, Crushed Stone)					
	1 Wear Test	s	@	\$250	=	\$250
	1 Sulfate So	undness Tests	@	\$250	=	\$250
	1 Grain Size	Analysis	@	\$85	=	\$85
	1 Hydromete	er Analysis	@	\$85	=	\$85
	1 Unit Weight Tests 1 Flat/Elongates Tests		@ @ @	\$ 50	=	\$50
			@	\$75	=	\$75
	1 Fractured 1	Faces	@	\$ 50	=	\$50
	1 Sand Equi	valency	@ @	\$210	=	\$210
	1 Atterberg 1	Limits	@	\$ 95	=	\$95
	1 Specific G	ravity Tests	@	\$150	=	\$150
	1 Porosity		@	\$50	=	\$50
					Subtotal	\$1,350
P401 Bituminous Concrete Testing (1,125 7	Cons)					
	3 Days Plant	Inspection (10 hour day)	@	\$ 750	=	\$2,250
		ng of cores (5 hour day)	@	\$240	=	\$720
	105 Mileage to	/from plant	@	\$0.565	=	\$59
					Subtotal	\$3,029
Sampling and laboratory testing of P152 exc			subbase, and P209	crushed aggregate cor	ırse	
	3 Modified I	Proctor Tests	@	\$110	=	\$330
	5 Grain Size Analysis		@	\$85	=	\$425
	5 Hydrometo	r Analysis	@	\$85	=	\$425
					Subtotal	\$1,180
Field density tests on backfills, sub grades, s		ırşes.				
(Assume 1 Lot = $1 \text{trip} = 2 \text{ sandcones} = 1 \text{ ho}$	·					
	20 Lots		@	\$130	=	\$2,600
	700 Miles	(35 mi/trip)	@	\$0.565	=	\$396
					Subtotal	\$2,995.50
Structural Concrete Testing (Sign Bases)						
Concrete Cylinders - Technician		2 Days (4 hour min.)	@	\$240	=	\$ 480
Concrete Cylinders (3 per placement)		6 Each	@	\$15	=	\$90
Fechnician Mileage - Cylinders		70 Miles	@	\$0.565	=	\$39.55
					Subtotal	\$609.55
ESTIMATED TOTAL MATERIALS TE	STING EXPENSE				=	\$9,164.3

APPENDIX 9

Scope of Work and Fee Estimate

for

Richard D. Bartlett & Associates Survey

RICHARD D. BARTLETT & ASSOCIATES, LLC

LICENSED LAND SURVEYORS 214 NORTH STATE STREET CONCORD, N.H. 03301

Tel. (603)225-6770 Fax (603)224-6261

MARK C. SARGENT, L.L.S. DANIEL J. MULLEN, L.L.S.

BOUNDARY SURVEYS

SUBDIVISIONS

E-mail: info@richarddbartlett.com http://www.richarddbartlett.com Est. 1973

DESIGN AND LAYOUT

ON-SITE SANITARY SEWAGE SYSTEMS

GPS CONTROL

February 12, 2014

Mr. Paul Gendron, LLS Community Development Dept. 41 Green Street Concord, N.H. 03301

Re: Land Surveying Services—32 & 36 Airport Road, 2 & 6 Lawrence Street

Dear Paul;

Thank you for consulting with our firm on the land surveying services needed on the above referenced properties. It is our understanding that the City requires a boundary survey of each of the properties and the location of a number of trees to determine ownership of the same. To complete this work we have prepared the following scope of services and estimate of cost.

Scope of Services

- Research of City and County records to ascertain current abutters, previous surveys, highway right-of-way data, and development of deed histories on the subject premises and all abutting parcels.
- Establishment of control at the site, the horizontal datum based on the NH State Plane Coordinate System, NAD 83 the vertical on NAVD 88.
- Field reconnaissance and survey locating and measuring boundary monumentation, buildings, roads and driveways, fences, stonewalls, individual trees along the common property lines, landscape features, topographic relief and other important natural and manmade features on or directly abutting the subject premises.
- Office reduction of field data, plotting of field located features and calculation of boundary.
- Preparation of worksheet, in AutoCAD dwg format, depicting all field located features, the boundary of the subject premises and the relationship of the same to the individual trees located, topography and the elevation of the airport approach zone as it impact the project area.

Limitations

The above scope of services does not include the resolution of a boundary line agreement, should one or more be necessary. We are, however, able to provide this service if needed.

Compensation

We have estimated the cost to complete the work outlined above to be \$7,000.00.

Schedule

Once written authorization to proceed is received from you, the project will be placed on our schedule accordingly.

Mr. Gendron Page Two

Terms and Conditions

All work will be conducted within the terms and conditions of our contract with the City of Concord.

Thank you for considering our firm and we look forward to providing assistance to you on this project.

For: Richard D. Bartlett and Associates, LLC.

Mark C. Sargent, LLS

Manager

APPENDIX 10

Contractor Bid Tabulation

: : : : : : : : : : : : : : : : : : :		

3.14.14

Note:

Post bidding of Phase 2 and 3, the Runway 12 L-881 Precision Approach Path Indicator (PAPI) was decided to not be installed becauses of recent changes to the FAA's policies regarding installation of PAPI's as mitigation of approach obstructions. Therefore, bidding line item L-125-13 in the amount of \$31,000 will be deleted from FL Merrill's contract. This same applied to the other bidders does not affect the bid order (i.e. FL Merrill is still the low bidder).

FL Merrill bid is adjusted to \$1,398,075.50.

Total Bid – PAPI = \$1,429,075.50-\$31,000 = \$1,398,075.50

Gorham, John

From:

Carol Niewola < Cniewola@dot.state.nh.us >

Sent:

Monday, March 17, 2014 8:07 AM

To:

Gorham, John

Cc:

mdrukker@concordnh.gov; Homiak, Jason; Murphy, James A

Subject:

RE: Airport Grant - Grant #? and RW 12 PAPI removed from project/grant application

John,

SBG 04-09-2013 was for CON's FAA Reimbursable Agreement SBG 04-10-2013 will be for CON's Taxiway Construction — Phase II

We concur on the decisions made below regarding the Runway 12 PAPI at CON including the installation of conduit should a PAPI be justified in the future so as to not disturb this environmentally sensitive area again in the future.

Carol L. Niewola, PE, CM Senior Aviation Planner NHDOT/Bureau of Aeronautics 7 Hazen Drive Concord, NH 03302-0483 p: 603-271-1675 f: 603-271-1689 c: 603-419-0683

From: Gorham, John [mailto:John.Gorham@jacobs.com]

Sent: Friday, March 14, 2014 5:23 PM

To: Carol Niewola

Cc: mdrukker@concordnh.gov; Homiak, Jason; Murphy, James A

Subject: Airport Grant - Grant #? and RW 12 PAPI removed from project/grant application

Hi Carol -

The last grant # was SBG-04-08-2013. This was submitted for the \$3.03M+/- for Phases 1-3. We are now putting together the grant for Phases 2 and 3 only. What grant # do we use?

As discussed yesterday, the RW12 PAPI is not being pursued because of recent changes to the FAA policy regarding the use of VGSI to mitigate obstructions (see attached 11/18/13 email from yourself), the FAA considering PAPI's as only a temporary measure (ref. FAA GSAMA meeting presentation today at ASH), the height of the tree(s) in the RW12 approach are close (w/in 5') to the maxed out PAPI OCS angle surveyed in Nov 2013 and the tree data in the RW12 approach circa 2006 (old) which makes clearance predictions difficult to confirm. For these reasons were are not planning to install the PAPI as we discussed yesterday at NHF&G annual meeting. We will be deducting the RW12 PAPI line item from the FL Merrill construction contract and will not include the PAPI costs in the Phase 2 and 3 grant. We will plan to install the RW 12 PAPI conduit as we will not want to have the city re-disturb the sensitive conservation areas if in the future the PAPI were installed.

Please advise on the above. Thanks

John Gorham, PE
Project Manager/Senior Civil Engineer
Jacobs Engineering Group Inc.
2 Executive Park Drive, Suite 205

SBG No.: SBG-04-10-2013 Date: 1/17/2013 at 2:00 PM PROJECT: Taxiway Phase 2&3 Construction Project CONTINENTAL PAVING INC FL MERRILL CONSTRUCTION INC J A MCDONALD INC NORTHEAST EARTH MECHANICS INC SARGENT CORPORATION		
ECT:	-2013	
	rt 2:00 PM	
CONTINENTAL PAVING INC FL MERRILL CONSTRUCTION IN J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION	Taxiway Phase 2&3 Construction Project - Concord Municipal Airport	Airport
CONTINENTAL PAVING INC FL MERRILL CONSTRUCTION IN J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION		
FL MERRILL CONSTRUCTION IN J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION	TAL PAVING INC	
FL MERRILL CONSTRUCTION IN J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION	Base Bid (Phase 2)	\$1,058,749.00
FL MERRILL CONSTRUCTION IN J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION	Add. Alt. 1 (Phase 3)	\$412,615.50
J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION	Total Bid	\$1,471,364.50
J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION	L CONSTRUCTION INC	
J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION	Base Bid (Phase 2)	\$1,052,419.50
J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION	Add. Alt. 1 (Phase 3)	\$376,656.00
J A MCDONALD INC NORTHEAST EARTH MECHANIC SARGENT CORPORATION	Total Bid	\$1,429,075.50
NORTHEAST EARTH MECHANIC	AALD INC	
NORTHEAST EARTH MECHANIC	Base Bid (Phase 2)	\$1,373,274.50
NORTHEAST EARTH MECHANIC SARGENT CORPORATION	Add. Alt. 1 (Phase 3)	\$526,286.75
NORTHEAST EARTH MECHANIC SARGENT CORPORATION	Total Bid	\$1,899,561.25
SARGENT CORPORATION	ST EARTH MECHANICS INC	
SARGENT CORPORATION	Base Bid (Phase 2) ☐	\$1,283,568.00
SARGENT CORPORATION	Add. Alt. 1 (Phase 3)	\$461,096.75
SARGENT CORPORATION	Total Bid	\$1,744,664.75
	CORPORATION	
	Base Bid (Phase 2)	\$1,356,137.00
	Add. Alt. 1 (Phase 3)	\$493,953.00
	Total Bid	\$1,850,090.00

City Bid No:	B30-14												
Date:	1850-04 10-2013 1850-04 10-2019 Taxway Construction Project - Concord Municipal Airport												
	Base Bid - Phase 2			CON	CONTRACTOR	CONTR	CONTRACTOR	CONI	CONTRACTOR	ŭ	CONTRACTOR	CONT	CONTRACTOR
	I line of M. DASE BID DEFEE.	\prod		CONTINENT	NI INEN I AL PAVING INC	L MERRILL CO	CL CONSTRUCTION INC	3 A MCL	\$1.373.274.50	NONINGASI	1.283.568.00	\$11,350	\$1.356,137.00
	LOM SOM BASE DID TACE.									1000	CHI SCHALLOUR HTTE	1 L	MOLEVAGOR
ITEM NO.	DESIGNATION	UNIT	aT T	CONTINENT UNIT \$	NIT \$ TOTAL	UNIT \$	UNIT \$ TOTAL		A F	NOKI HEASI UNIT \$	TOTAL	_!_!	UNIT \$ TOTAL
П	As-Built Plans	rs.		\$ 2,000.00	2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,500.00	1,500.00	\$ 1,860.00	1,860.00	\$ 7,500.00	7,500.00
M-001-2	Mobilization - Alternate #1 Engineer's Field Office - Alternate #1	S		\$ 40,000.00	\$ 40,000.00	\$ 50,000,00	\$ 4,000.00		9 69	49 G	\$ 6,800,00	8 6	
	Safety and Phasing Items - Alternate #1	LS	-	8	Н	\$ 50,000.00	50,000.00	1	ss.	8	\$ 97,000.00		
	Contractor's Safety Plan Complience Document	LS.	-	5.0	\$ 5,000.00	\$	\$ 2,500.00	1.50	<u>بر</u>	€9 €	2,300.00	49 4	۳]۳
M-003-1	Sawed Control Joints	± }	1,000	3.55	3,550.00	3.55		9.25	9 69	9	\$ 4,860.00	_	5 5
	Clean Existing Structure	E	E	. 69	\$ 1,350.00	-		\$ 525.00	\$ 1,575,00	69	\$ 1,800.00	-	
	Clean Existing Conduit	٢,	480	_	50	1.00	_	Н	\$	ه د	480.00	_	\$ 960.00
P-152-1 P-152-2	Unclassified Excavation	S &	17,175	\$ 1,500.00	A 18	0		1	\$ 745.00		\$ 400.00	-	\$ 500.00
T	Diracture Nemoval	5	235		\$ 4,700.00	\$ 10.00	+-+	\$ 15.00	8	s,	3,760.00	-	\$ 2,820.00
	Direct Buried Cable Removal	<u>ا</u> ا	1,000	ده د	1,500.00	٠,		8000	یام	بر	2,300.00	s s	3,000.00
T	Relocate Habitat Delineation Marker	ά ζ	900		3,600.00	, ,,		1		S	\$ 2,250.00	8	\$ 5,400.00
Т	Subbase Course	ζ	3,220		\$ 32,200.00	9		1	8	မ	\$ 45,080.00	-	\$ 72,450.00
P-156-1	Silt Fence	<u>"</u>	3,450		\$ 13,800.00	\$ 2.20	2,590.00	- 1	5	ss e	9,660.00	ر د	\$ 20,700.00
P-156-2	Coir Log Sediment Barrier	- I	350	2 2	3 500 00	\$ 250			,,,	9 69	1,700.00	\$ 3,20	\$ 3,200.00
P-156-6	Inlet Protection	ā	6		\$ 1,125,00	€9		1 1	69	إرا	\$ 900,000	\$ 175.00	\$ 1,575.00
P-156-7	Erosion and Sediment Control and Stormwater Management Plan	Si		\$ 3,600.00	3,600.00	\$ 4.0		\$ 2,500.00	٠,	\$ 5,400.00	5,400.00	\$ 7,500.00	7,500.00
T	Snake Passage	<u> </u>	2 430	v. v	,	,,			9 69	9 60	\$ 53,460.00	9 60	\$ 87,480.00
T	Plant Mix Bituminous Pavernent	NOT	2.775	\$ 85.00	,	\$ 83.00	Q	1	\$ 2	\$ 96.	\$ 266,400.00	\$ 86.	\$ 239,760,00
P-602-1	Bituminous Prime Coat	GAL	Ш	69	60	64)	\$ 5,685.00	ŀ	59	€ .	\$ 28,425.00	\$ 5.50	\$ 31,267.50
	Bituminous Tack Coat	8	1,790		\$ 5,370,00	3.00	9 4		μ. Ψ	ب ام	5 6,086.00	3.00	3.885.00
P-620-1	Permanent Paint Markings Temporary Paint Markings	r R	3,885	\$ 1.65	\$ 6,410.25	9 69			\$ 6,604.50	, L	\$ 3,885.00		\$ 3,885.00
0-701-1	12 Inch Diameter Reinforced Concrete Pipe (Class V)	٦	655		\$ 29,475.00	\$ 40.00			ı	S	\$ 24,235.00	\$ 60.00	39,300.00
П	12 Inch Diameter Perforated HDPE Pipe	<u>ٿا</u> ي	170	\$ 50.00	\$ 2,750.00	80.00	3,300.00	40.00	\$ 2,200.00	_	3,025.00	9 8	\$ 28,900.00
T	36 Inch Diameter Remorced Concrete Pipe (Class V)	5 4	440		\$ 35,200.00	\$ 100.00	\$ 44,000.00	\$ 130.00	1	. 69	\$ 48,400.00	\$ 110.00	\$ 48,400.00
T	6-ff. Diameter Manhote	ĒΑ	4		\$ 18,000.00	\$ 4,500.00	\$ 18,000.00	\$ 4,550.00	S	\$ 7	\$ 28,000.00	\$ 7,200.00	\$ 28,800.00
П	4-ft. Diameter Catch Basin	E	9		\$ 16,500.00	3,000.00	\$ 18,000.00	\$ 2,650.00	_	_	24,000,00	\$ 3,500.00	\$ 21,000.00
0-751-3	6-ft. Diameter Catch Basin	7 4	2 10	500.00	\$ 2,500.00	\$ 3,300,00	\$ 2.000.00	\$ 750.00	9 65	9 69	3,000.00		\$ 2,750.00
Τ	No. 8 AWG L-824C Cable, installed in duct bank or conduit	Ŀ	11,200		\$ 10,080.00	1.00	\$ 11,200.00	1.00	1	_	\$ 11,200.00	\$ 1.50	\$ 16,800.00
L-108-2	No. 6 AWG L-824C Cable, installed in duct bank or conduit	ا ك	8,200	5	ر م	\$ 1.25	\$ 10,250.00	130	\$ 10,660.00	\$ 1.40	5 11,480.00	1 10	6 869 50
	Bare Counterpoise Wire, installed in trench, duct bank of conduit,	<u> </u>	5.025	3.80	200	1.50	\$ 7,537.50	1.50		. 1	\$ 8,542.50	es.	\$ 10,050.00
Т	Miscellaneous Work in Vault	LS	-	\$ 25,35	60	\$ 27,00	-	\$ 28,000.00	60	\$ 30,500.00	\$ 30,500.00	-	\$ 32,000.00
1-110-1	Concrete-Encased Electrical Duct Bank, 1Way-2" Schedule 40 PVC	<u> </u>	200	24.00	\$ 700.00	8.00	\$ 560.00	\$ 8.50	\$ 595.00	9 8	\$ 13,395,00	e e	\$ 12,925.00
	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried		5,960		\$ 5,960.00	S	\$ 25,330.00	\$ 4.50	60	\$	\$ 29,800.00	\$ 5.00	\$ 29,800.00
П	Installation of Conduit via HDD		340	\$ 45.00	\$ 15,300.00	s	_		٠,	ه ده	\$ 21,420.00	58.00	\$ 19,720.00
	Electrical Hand hole, 4'x4'x4'	M d		\$ 3,289.00	\$ 26,312.00	\$ 2.500.00	\$ 20,000,00	475.00	\$ 475.00	\$ 500.00	\$ 500,00	\$ 600.00	\$ 600.00
1-125-1	L-861T Taxiway Edge Light, base mounted, infield	ă		\$ 895.00	\$ 6,265.00	\$ 725.00	8	1 1	\$	9	\$ 5,600.00	\$ 775.00	\$ 5,425.00
L-125-2	L-861T Taxiway Edge Light, base mounted, existing pavement	A	2	1	\$ 1,994.00	\$ 2,500.00	g		S	9	5,600,00	3,200,00	\$ 6,400.00
i i	L-861T Taxiway Edge Light, stake mounted	ă¦:	55		\$ 26,895,00	\$ 350.00	2 2	355.00	5 19,525.00	0	\$ 22,000.00	3 000.00	\$ 6,000,00
L-125-5	L-858 1-Module, Size 1 Guidance Sign	S A	7 4	\$ 2,469.00	\$ 15,028.00	\$ 4,800,00	\$ 19,200.00	1	9	\$ 5,500.00	\$ 22,000.00	\$ 5,300.00	\$ 21,200.00
1	L-558 4-Module, Size 1 Guidance Sign	Ā	2	-	\$ 8,754.00	\$	g	1 1	5	\$ 5,900,00	\$ 11,800,00	\$ 5,800.00	11,600.00
1 1	L-858 1-Module, Size 2 Guidance Sign	ă i	7	\$ 2,879.00	\$ 5,758.00	ه د	\$ 5,800.00	3,100.00	\$ 6,200.00	\$ 3,300.00	8 800.00	\$ 3,400.00	8 800.00
L-125-10	L-858 2-Module, Size 2 Guidance Sign	4	1	\$ 3,389,00	\$ 12,705.00	\$ 3,900.00	14 700.00		9 69		\$ 16,500.00	\$ 5,400.00	16
1-125-11	L-836 3-Module, 3/26 2 Guidance Sign L-881 Precision Approach Path Indicator	S 🛣				000.000	8	\$ 35,000,00	65	\$ 35,000.00	\$ 35,000,00	181	\$ 35,000.00
.1 8	Conservation Habitat Seed	λŚ	33,350	\$	\$		- [\$ 0.75	ه ده	0.00	30,015.00	6 0.38	\$ 12,6/3.00
1-901-3	Wood Fiber Mulch	ز د	33,350	0.25	\$ 50,030,00	5 0.19		1.85	\$ 61,697.50	\$ 2.30	\$ 76,705.00	s	\$ 70,035.00
1 1	Base Bid Subtotal				\$1,058,745	100 Sept 100	\$1,052,419.50		\$1,373,274.50		\$1,283,568.00		\$1,356,137.00

SBG No.:	SBG No.: SBG-04-10-2013	+											
П	1/17/2014 at 2:00 PM	\parallel											
PROJECT:	Taxiway Construction Project - Concord Municipal Airport	+											
	Additive Alternative 1 - Prase 3			CONTR	CONTRACTOR NENTAL PAVING INC	CONTRACTOR	CTOR STRUCTION INC	CONTRACTOR J A MCDONALD INC	ACTOR NALD INC	NORTHEAS	CONTRACTOR NORTHEAST EARTH MECHANICS INC	CONTE	CONTRACTOR SARGENT CORPORATION
	LUMP SUM ALT 1 BID PRICE:	+		\$412.	\$412,615.50	\$376,656.00	6.00	\$526,286.75	86.75		\$461,096.75	\$493.	\$493,953.00
						+							
			BID		NENTAL PAVING INC	MERRILL CONSTRUCTION IN	STRUCTION IN	J A MCDONALD INC	NALD INC	NORTHEAS	NORTHEAST EARTH MECHANICS INC	SARGENT CORPORATION	ORPORATIO
ġ	DESIGNATION		۲		-	S LIND	-	UNIT \$	욉	UNIT \$	TOTAL	S LING	۲l
6-002-1		2	-	2,000.00	2,000.00	2 1.500.00	1,500.00	2,000.00	2,000.00	- 1		3.000.00	3,000.00
Т	Mehiration Alexand #1	3 0	1		1	2,500.00	-	-		\$ 4,770.00	,	-	ľ
T	Hornett #4	3	1	\$ 20,000.00	\$ 20,000.00	18,000.00	-	42	47	ł		24.650.00	
T		3		2,000.00	5,000.00	2.200.00	-	800.00		\$ 2,300.00	9	1,800.00	
T	ems – Allemale #1	3	- 6	2	18,000.00	00.000.61	+	5	3	5. 2.	33	\$ 12,500.00	12,600.0
M-003-1	Jawed Control Johns	5 2	7 050	8.00	1,040.00	00.00	750.00	00.0	910.00	9 000	,	9.00	3 1,040.00
T		5 5	500	1	000000	-	+	745.00		00.00	-	04.7	30,030.00
Τ	Doval	<u> </u>	275	9	4 125 00	10.00	+-			, ا		17.00	4 675 00
Γ		EA	9		300.00		+-	5.25		45	9	\$ 6.00	
		EA	٦	15	\$ 500.00	90.00	+-	ı				\$ 55.00	\$ 55.00
	bank Removal	5	160	S	\$ 1,760,00	10.00	-	15.00	2	s	\$ 2.	\$ 15.00	2,
Γ		5	560	\$	\$ 3,360.00	5.00	-			\$ 6.00	\$		3,080.00
P-154-1	Subbase Course	ζ	930	\$ 10.00	\$ 9,300,00	\$ 200.2	6,510.00	\$ 12.00 \$	11,160.00	\$ 14.00	13,020.00	\$ 22.50	\$ 20,925.00
		LF	1,250	\$ 4.00	\$ 5,000.00	\$ 2.20 \$	_	\$ 3.00 \$	3	\$ 2.80	\$	\$ 6.00	\$ 7,500.00
P-156-2	ent Barrier	5	105	\$ 10.50	-	\$ 6.00	-	1		\$ 8.00	8	\$	\$ 682.5
P-156-6	+	Æ	5	125.00	-	\$ 75.00	_	-	\$ 500.00	\$ 100.00	\$	s,	\$ 875.00
P-156-7	liment Control and Stormwater Management Plan	S	-	1.500.00	1,500.00		-	7	2,500.00	\$ 1,300.00	3	\$ 2,000.00	\$ 2,000.0
P-156-8		E E	2	\$ 50.00	ł	-	-		220.00	\$ 85.00	6	٠,	\$ 350.0
P-209-1	9	5	1,085	\$ 22.00	ľ	-	+		37,975.00	\$ 22.00	9	9	\$ 39,060.0
P-401-1	Plant Mix Bituminous Pavement	2 2	1,180	82.00	3 750 00	9000	100,300,00	4 75 4	92,630,00	90.00	113,280.00	86.40	101,952.00
P-603-1		3 2	585	300			+		2.683.75	, 6		9	\$ 2.825.00
P-620-1	Soul	SF		1.65		\$ 0.55	٠.		2 275.00	5	50	6	\$ 1,300.00
P-620-3		P.	629	\$ 1.45		\$ 1.50	-		1,000.00	5	s	8	\$ 1,250.
D-701-1	proed Concrete Pipe (Class V)	Ľ,	145	\$ 45.00	\$ 6,525.00	\$ 40.00 \$	5,800.00	\$ 65.00	9,425.00	4 5	\$	-	\$ 8,700.00
D-701-4	d HDPE Pipe	5	440	\$ 80.00		\$	-		\$ 57,200.00	\$ 110.00	\$	€9	\$ 48,400.00
		EA		2.750.00		\$ 3,000.00	-	- 1	2,650.00	\$ 4,000.00	9	s	\$ 3,500.00
	sin	Æ		4,500.00		\rightarrow	_		4,825.00	2	8	∞	\$ 6,500
D-751-6	8-ff. Diameter Manhole	<u> </u>		8.500.00		11.000.00	11,000.00	\$ 14.500.00	14,500.00	\$ 11.00	-	_	\$ 17,500.00
100-1		1	4,770	0.30	9 4,293.00	00.1	-	115	4,770,00	900	, ,	, ,	2 27100
-108-4	t	1 =	1,510	3 80		1.50	+-		2 642 50		5	2 00	3 020 00
-110-2	te-Encased Electrical Duct Bank, 2Way-4" Schedule 40 PVC	5	70	\$ 11.00			+	\$ 53.00	3,710.00	8	8	5	\$ 3,850.00
-110-3	Н	5	1,510	\$ 1.00		\$ 4.25	Н		6,795.00	s,	\$	€9	\$ 7,550.00
-115-1		EA	2	3,289.00		\$ 2,500.00	\rightarrow	~	\$ 5,000.00	\$	69	8	\$ 6,400.00
125-1	1	K	2	895.00	2	\$ 725.00	-	ľ	2,280.00	\$ 800.00	9	€9	\$ 2,325.00
-125-2	existing pavement	¥.		997.00	1	-	-+	~	2,625.00	\$ 2,800.00	2	ମ	3,200.00
-125-3	nted	M:	23	489.00		+	020.00	- 1	8,165.00	\$ 400.00		-1	9.200.00
125-9		5 2	Ī	00.8/8.7	١	2,900,00	-	3,100,00	3,100,00	3,300.00	3,300,00	3,400.00	3,400.00
125.12	Remove and Replace Existing Sign Danel	5 4	-	\$ 4.233.00 \$ 778.00	3 112 00	+	2 400 00	1	2,200,00	200.00	4	9 69	3 000 00
T-901-1		λS	15.400	0.40		-	+-		11,550.00	\$ 0.90	8		\$ 5,852.00
T-901-3		λ	15,400	\$ 0.25		\$ 0.19	-			\$ 0.30	\$ 4,620.00	\$ 0.42	\$ 6,468.00
T-905-1	_	SΥ	15,400	\$ 1.80	\$ 27,720.00	\$ 1.70 \$	26,180.00	\$ 2.00 \$		\$ 2.30	\$	\$ 2.10	\$ 32,340.00
	Additive Alternate 1 Subtotal	_			\$412.615.50		S376.656.00I		\$526.286.75		KAE1 09E 75		

APPENDIX 11

Engineer's Estimate of Probable Construction Cost



Jacobs No: E2X49002
SBG No.: SBG-04-10-2013
By: JRH

Date: December 6, 2013
AIRPORT: Concord Municipal Airport
PROJECT: Taxiway Construction Project
Phase 2 (4+64 to 23+33 and 100+00 to 102+57)

,	Phase 2 (4+64 to 23+33 and 100+00 to 102+57)						
ITEM NO.	DECICNATION	UNIT	RAW QTY	BID QTY	UNIT \$	OST	TOTAL
G-002-1	DESIGNATION As-Built Plans	LS	RAW QII	1		•	2,000.00
M-001-2	Mobilization - Alternate #1	LS	1	1			40,000.00
M-001-5	Engineer's Field Office – Alternate #1	LS	1	1			5,000.00
M-001-8	Safety and Phasing Items – Alternate #1	LS	1	1			30,000.00
M-002-1	Contractor's Safety Plan Compliance Document	LS	1		2,500.00		2,500.00
M-002-1	Sawed Control Joints	LF	959	1,000			3,550.00
M-003-1	Pavement Milling	SY	512	540		-	4,320.00
M-004-1	Clean Existing Structure	EA	3	340		-	750.00
M-006-2	Clean Existing Conduit	LF	457	480		_	2,400.00
P-152-1	Unclassified Excavation	CY	16,345	17,175.0		-	137,400.00
P-152-1	Structure Removal	EA	10,345	17,175.0			1,500.00
P-152-3	Drainage Pipe Removal	LF.	223	235			4,700.00
P-152-3 P-152-7	Direct Buried Cable Removal	LF	948	1,000			1,500.00
P-152-7	Relocate Habitat Delineation Marker	EA	4	1,000			1,400.00
P-152-11	Embankment in Place	CY	867	900			3,600.00
P-152-12 P-154-1			3,066	3,220			48,300.00
	Subbase Course	LF					13,800.00
P-156-1	Silt Fence	LF	3,486 900	3,450			9,975.00
P-156-2	Coir Log Sediment Barrier			950		-	2,500.00
P-156-4	Construction Exit	EA	1				1,125.00
P-156-6	Inlet Protection	EA	9	9			
P-156-7	Erosion and Sediment Control and Stormwater Management Plan	LS	1	1 8			3,600.00
P-156-8	Snake Passage	EA	7				400.00
P-209-1	Crushed Aggregate Base Course	CY	2,312	2,430		_	53,460.00
P-401-1	Plant Mix Bituminous Pavement	TON	2,641	2,775			235,875.00
P-602-1	Bituminous Prime Coat	GAL	5,413	5,685		_	5,685.00
P-603-1	Bituminous Tack Coat	GAL	1,702	1,790			5,370.00
P-620-1	Permanent Paint Markings	SF	3,700	3,885			2,913.75
	Temporary Paint Markings	SF	3,700	3,885			1,748.25
D-701-1	12 Inch Diameter Reinforced Concrete Pipe (Class V)	LF	625	655		-	29,475.00
D-701-2	12 Inch Diameter Perforated HDPE Pipe	LF	50	55			2,750.00
D-701-3	36 Inch Diameter Reinforced Concrete Pipe (Class V)	LF.	160	170			13,600.00
D-701-4	36 Inch Diameter Perforated HDPE Pipe	LF	416	440			35,200.00
D-751-1	6-ft. Diameter Manhole	EA	4	4			18,000.00
D-751-2	4-ft. Diameter Catch Basin	EA	6	6			16,500.00
D-751-3	6-ft. Diameter Catch Basin	EA	3	3			13,500.00
D-751-5	Adjust Existing Structure to Grade	EA	5	5 3			2,500.00 10,080.00
L-108-1	No. 8 AWG L-824C Cable, installed in duct bank or conduit	LF	10,665	11,200			
L-108-2	No. 6 AWG L-824C Cable, installed in duct bank or conduit	LF	7,812	8,200	1.10	3	9,020.00
	Bare Counterpoise Wire, installed in trench, duct bank or conduit, including ground	ا . ـ ا		2245			0.055.05
L-108-3	rods and ground connectors	LF	5,944	6,245			9,055.25
L-108-4	Trench	LF	4,785	5,025			15,075.00
L-109-1	Miscellaneous Work in Vault	LS	1		25,897.00		25,897.00
L-110-1	Concrete-Encased Electrical Duct Bank, 1Way-2" Schedule 40 PVC	LF	66	70			700.00
L-110-2	Concrete-Encased Electrical Duct Bank, 2Way-4* Schedule 40 PVC	LF	220	235			5,640.00
L-110-3	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried	LF	5,677	5,960			35,164.00
L-110A-1	Installation of Conduit via HDD	LF	340	340			15,300.00
L-115-1	Electrical Hand hole, 4'x4'x4'	EA	8	8 1			23,160.00
L-115-2	L-867 Junction Can	EA	1	1 :			755.00
L-125-1	L-861T Taxiway Edge Light, base mounted, infield	EA	7	7			6,265.00
	L-861T Taxiway Edge Light, base mounted existing pavement	EA	2	2			1,910.00
	L-861T Taxiway Edge Light, stake mounted	EA	55	55			26,895.00
	L-858 1-Module, Size 1 Guidance Sign	EA	2		2,839.00	+~	5,678.00
L-125-7	L-858 3-Module, Size 1 Guidance Sign	EA	4	4			14,628.00
L-125-8	L-858 4-Module, Size 1 Guidance Sign	EA	2	2			8,754.00
L-125-9	L-858 1-Module, Size 2 Guidance Sign	EA	2	2			5,916.00
	L-858 2-Module, Size 2 Guidance Sign	EA	2	2			6,578.00
	L-858 3-Module, Size 2 Guidance Sign	EA	3	3			12,405.00
	L-881 Precision Approach Path Indicator	EA	1	1 :			35,689.00
	Conservation Habitat Seed	SY	31,765	33.350			13.340.00
	Wood Fiber Mulch	SY	31,765	33,350			8,337.50
T-905-1	Toosoil	SY	31,765	33,350	2.60	\$	86,710.00

Phase 2 Construction Cost \$1,139,848.75 Contingency \$11,398 \$1,151,247 Subtotal

JACOBS

 Jacobs No: E2X49002

 SBG No.:
 SBG-04-10-2013

 By:
 JRH

 Date:
 December 6, 2013

 AIRPORT:
 Concord Municipal Airport

 PROJECT:
 Taxiway Construction Project

 Phase 3 (Sta. 51+50 to 59+25)

						CC	ST	
ITEM NO.	DESIGNATION	UNIT	RAW QTY	BID QTY		UNIT \$		TOTAL
G-002-1	As-Built Plans	LS	1	1	\$	2,000.00	\$	2,000.00
G-002-2	Aerial Photographs	LS	1	1	\$	10,000.00	\$	10,000.00
M-001-3	Mobilization - Alternate #2	LS	1	1	\$	20,000.00	\$	20.000.00
	Engineer's Field Office - Alternate #2	LS	1	1	\$	5,000.00	5	5.000.00
M-001-9	Safety and Phasing Items - Alternate #2	LS	1	1	\$		\$	18,000.00
	Sawed Control Joints	LF	122	130	_	8.00	\$	1,040.00
P-152-1	Unclassified Excavation	CY	7,553	7,950	\$		\$	63,600.00
P-152-2	Structure Removal	EA	2		\$		\$	3,000.00
P-152-3	Drainage Pipe Removal	LF	261	275			\$	4,125.00
P-152-5	Elevated Light Removal	EA	10	10	\$	30.00	\$	300.00
P-152-6	Guidance Sign Removal	EA	1		\$	500.00		500.00
P-152-8	Concrete Encased Ductbank Removal	LF	154	160	Ť	11.00		1,760.00
P-152-9	Conduit Removal	LF	530	560	\$	6.00		3,360.00
P-154-1	Subbase Course	CY	886	930	\$	15.00	\$	13,950.00
P-156-1	Silt Fence	LF	1,205	1,250	\$	4.00	\$	5,000.00
P-156-2	Coir Log Sediment Barrier	LF	101	105	\$	10.50	\$	1,102.50
P-156-6	Inlet Protection	EA	5	5	\$	125.00	\$	625.00
P-156-7	Erosion and Sediment Control and Stormwater Management Plan	LS	1	1	\$	1,500.00	\$	1,500.00
P-156-8	Snake Passage	EA	2	2	\$	50.00	\$	100.00
P-209-1	Crushed Aggregate Base Course	CY	1,034	1,085	\$	22.00	\$	23,870.00
P-401-1	Plant Mix Bituminous Pavement	TON	1,121	1,180	\$	85.00	\$	100,300.00
P-602-1	Bituminous Prime Coat	GAL	1,786	1,875	\$	2.00	\$	3,750.00
P-603-1	Bituminous Tack Coat	GAL	536	565	\$	3.00	\$	1,695.00
P-620-1	Permanent Paint Markings	SF	1,195	1,300	\$	0.75	\$	975.00
P-620-3	Paint Marking Removal	SF	586	625	\$	1.35	\$	843.75
D-701-1	12 Inch Diameter Reinforced Concrete Pipe (Class V)	LF	140	145	\$	45.00	\$	6,525.00
D-701-4	36 Inch Diameter Perforated HDPE Pipe	LF	416	440	\$	80.00	\$	35,200.00
D-751-2	4-ft. Diameter Catch Basin	EA	1	1	\$	2,750.00	\$	2,750.00
D-751-3	6-ft. Diameter Catch Basin	EA	1	1	\$	4,500.00	\$	4,500.00
D-751-6	8-ft. Diameter Manhole	EA	1	1	-	8,500.00	\$	8,500.00
L-108-1	No. 8 AWG L-824C Cable, installed in duct bank or conduit-per linear foot	LF	4,542	4,770	\$	1.10	\$	5,247.00
	Bare Counterpoise Wire, installed in trench, duct bank or conduit, including ground							
L-108-3	rods and ground connectors-per linear foot	LF	1,517	1,595	\$	1.48	\$	2,360.60
L-108-4	Trench	LF	1,436	1,510	\$	3.00		4,530.00
L-110-2	Concrete-Encased Electrical Duct Bank, 2Way-4" Schedule 40 PVC	LF	63	70	\$	24.00	\$	1,680.00
L-110-3	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried	LF	1,435	1,510	\$	5.90		8,909.00
L-115-1	Electrical Handhole, 4'x4'x4'	EΑ	2	2	\$	2,895.00	\$	5,790.00
L-125-1	L-861T Taxiway Edge Light, base mounted, infield	EA	3	3	\$	895.00		2,685.00
L-125-2	L-861T Taxiway Edge Light, base mounted, existing pavement	EA	1	1	\$	955.00	\$	955.00
L-125-3	L-861T Taxiway Edge Light, stake mounted	EA	23	23	\$			11,247.00
L-125-9	L-858 1-Module, Size 2 Guidance Sign	EA	1	1	\$			2,958.00
L-125-11	L-858 3-Module, Size 2 Guidance Sign	EA	1	1	\$	4,329.00	\$	4,329.00
L-125-12	Remove and Replace Existing Sign Panel	EA	4		\$	766.00	_	3,064.00
T-901-1	Conservation Habitat Seed	SY	14,667	15,400		0.40		6,160.00
T-901-3	Wood Fiber Mulch	SY	14,667	15,400		0.25		3,850.00
T-905-1	Topsoiling	SY	14,667	15,400	\$	2.60	\$	40,040.00
				Phase 3 Co	กร	truction Cost		\$447,675.8

Phase 3 Construction Cost Contingency Construction Subtotal

\$4,478 \$452,154

APPENDIX 12

FY 2012-2014 DBE Goal Concurrence



U.S. Department of Transportation

Federal Aviation Administration Federal Aviation Administration Office of Civil Rights Attn: Nancy Cibic, Room 440 2300 E. Devon Avenue Des Plaines, Illinois 60018

September 13, 2011

Mr. Douglas Ross DBE Liaison Officer Purchasing Division Concord City Hall 41 Green Street Concord, NH 03301

Dear Mr. Ross:

This letter is to notify you that we concur with the FY-2012-2014 DBE goal methodology submitted for the Concord Municipal Airport, Concord, New Hampshire. Our review was conducted under the authority of 49 CFR Part 26. The goal is described as:

FY-12-14 Overall goal: 4.1% DBE Participation (To be obtained through 0% Race-Neutral and 4.1% Race-Conscious means) Covering the period October 1, 2011 through September 30, 2014

DBE Accomplishments continue to be due annually on December 1. Accomplishments can be submitted through the DOORS https://www.faa.gov/secure/doors/ or by completing the DBE uniform form and submitting via email to nancy.cibic@faa.gov. We will be introducing a new DOORS system in November 2011 and will send you a new user account and guidance.

If you have any questions or need assistance, please contact Nancy Cibic, DBE Program Compliance Specialist at 847-294-7182 or nancy.cibic@faa.gov.

Sincerely.

Nancy Cibic

for

Michael D. Freilich, Director Civil Rights and DBE Compliance Western-Pacific Region

Cc:

Mr. John W. Gorham, P.E.

Jacobs

APPENDIX 13

Project Cost Breakdown

Part III Budget Information - Worksheet (PHASE 2 & 3 ONLY)	Use only for	revisions		
Cost Classification	Last Amount Approved	Adjustment (+ or -)	T	otal Amount Required
1 Administrative expense (City of Concord Personnel)			\$	5,149.61
2 Preliminary expense (Layout & Certification of Compass Calibration Pad and Lawre	ence St. Survey)		\$	32,000.00
3 Land, Structures, right of way			•	0_,000.00
4 Architectural engineering basic fees (Jacobs CA, Update DBE Goal, Update SWF	PPP, and Phase 2&:	3 Biddina)	\$	99,194,00
5 Other Architectural engineering fees (GSI Acceptance Materials Testing)	,		\$	33,420.00
6 Project inspection fees (Jacobs Resident Engineering)			\$	105,222.00
7 Land development			•	
8 Relocation expenses				
9 Relocation payment to individuals and businesses				
10 Demolition and removal				
11 Construction and project improvement (Construction Contractor Phases 2 & 3 and	Lawrence St. Tree	Clearing)	\$	1,409,275.50
12 Equipment		•		
13 Miscellaneous (Habitat Mitigation Fees)			\$	106,850.00
14 Total (Lines 1 through 13)			\$	1,791,111.11
15 Estimated Income (if applicable)				
16 Net Project Amount (Line 14 minus 15)			\$	1,791,111.11
17 Less: Ineligible exclusions				
18 Add: Contingencies				
19 Total Project Amount (Excluding Rehabilitation Grants) (Sum Lines 16-18)			\$	1,791,111.1
20 Federal Share requested of line 19			\$	1,612,000.00
21 Add Rehabilitation Grants Requested (100 percent)	_			
22 Total Federal grant requested (lines 20 & 21)			\$	1,612,000.00
23 Grantee share (CON 5%)				\$89,555.56
24 Other shares (State 5%)				\$89,555.5
25 Total Project (Lines 22, 23 & 24)			\$	1,791,111.1

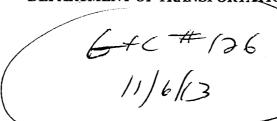
DETAIL		NA/61

	Sponsor's Admin City of Concord Personnel		5,149.61	
	Independent Fee Estimate(s)			IFE completed for Phase 1-3. No cost
1	Administrative Expenses	\$	5,149.61	
	Lauret Company Calibration		25 200 20	F-1:
	Layout Compass Calibration			Estimate
_	Bartlett Survey - Lawrence St. Trees	_		•
2	Preliminary Expense	\$	32,000.00	
	Jacobs Construction Administration Phase 2 and 3		67,692.00	
		•		
	Update DBE Goal		-,	
	Update SWPPP			
	Phase 2 & 3 Bidding			•
4	Engineering Basic Fees	\$	99,194.00	
5	Other Engineering Fees - GSI Materials Testing	\$	33,420.00	Phase 2 and 3 - GSI
	RE Fee Estimate - Phase 2 and 3	\$	105,222.00	
6	Project Inspection Fees - Jacobs Resident Engineer	\$	105,222.00	Phase 2 and 3 RE
	Construction	\$	1.429.075.50	Phase 2 and 3 - FL Merrill
	RW 12 PAPI Removed From Project (Item L-881)			
	Clear Trees - Lawrence Street		, ,	, ,
11	Construction and Project Improvement			()
		•	.,,	
	NHF&G Habitat Mitigation Fees	\$	106,850.00	Phase 2 and 3
13	Miscellaneous			
14	Total Phase 2 and 3 Grant Application	\$	1,791,111.11	



CHRISTOPHER D. CLEMENT, SR. COMMISSIONER

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION





JEFF BRILLHART, P.E. SSISTANT COMMISSIONER

September 27, 2013 Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the City of Concord, NH (Vendor Code 177376) for SBG-04-08-2013, for Phase I, to construct a new taxiway (Taxiway B) and associated stub taxiways at the Concord Municipal Airport. State and Federal participation in the amount of \$1,104,964.50 is effective upon Governor and Council approval through November 30, 2017. 94.74% Federal Funds, 5.26% General Funds.

Funding is available as follows:

FY 2014

04-96-96-960030-1789

FAA Projects

034-500151 Bonded Expenses

\$ 1,075,886.25

04-96-96-960030-0997

FAA Projects

034-500151 Bonded Expenses

\$ 29,078.<u>25</u>

Total

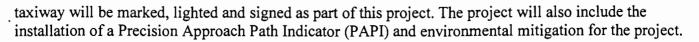
\$ 1,104,964.50

EXPLANATION

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

FAA Grant Number	FAA Grant Amount
3-33-SBGP-16-2012	\$ 1,960,512.00
3-33-SBGP-18-2013	\$ 4,102,793.00
3-33-SBGP-19-2013	\$ 3,955,960.00

A total of \$1,046,808.00 (or 90% of the project cost) is proposed from the FAA grants listed above for this airport development project (SBG-04-08-2013, copy attached) for Phase I, for Phase I, to construct a new taxiway (Taxiway B) and associated stub taxiways at the Concord Municipal Airport. The new





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

The following is the cost breakdown for Phase I for this project:

Sponsor Administration	\$	6,500.00
Engineering (Jacobs Engineering)	\$	31,829.00
Materials Testing	\$	21,200.00
Resident Engineering	\$	59,960.00
Construction (Base Bid 1- Continental Paving)	\$	979,282.00
Mitigation (Habitat)	\$	64,350.00
	\$:	1,163,121.00

The Department of Transportation proposes to accept the Federal funds for this project as a pass through to the City of Concord in accordance with RSA 422:15. State participation in the amount of \$58,156.50 (5% of this project) is also requested. The City of Concord will participate in the amount of \$58,156.50 (5% of this project). The total cost for Phase I of this construction project is \$1,163,121.00.

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

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

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

Sincerely,

Christopher D. Clement, Sr.

Commissioner

CDC/tlsl

Attachment: