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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

September 19, 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-04-09-2013, for a Federal Aviation Administration (FAA) reimbursable agreement to install frangible mounts on the existing Runway 35 localizer antenna and install obstruction lights on the existing localizer shelter at the Concord Municipal Airport. State and Federal participation in the amount of \$73,053.00 is effective upon Governor and Council approval through November 30, 2017. 94.74% Federal Funds, 5.26% General Funds.

Funding is available as follows:	<u>FY 2014</u>
04-96-96-960030-1789 FAA Projects	
034-500151 Bonded Expenses	\$ 71,130.50
04-96-96-960030-0997 FAA Projects	
034-500151 Bonded Expenses	<u>\$ 1,922.50</u>
 Total	 \$ 73,053.00

EXPLANATION

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

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-09-2010	\$ 885,005.00
3-33-SBGP-16-2012	\$ 1,960,512.00

Total of \$69,208.00 (or 90% of the project cost) is proposed from the FAA grants listed above for this port development project (SBG-04-09-2013, copy attached) for a FAA reimbursable agreement to

install frangible mounts on the existing Runway 35 localizer antenna and install obstruction lights on the existing localizer shelter at the Concord Municipal Airport.

The localizer shelter is currently in the Runway Object Free Area (ROFA). To improve the safety in the ROFA, this project will mitigate for non-frangible objects (the localizer and localizer shelter). The FAA will design and construct frangible mounts for the existing localizer antenna and install obstruction lights on the existing localizer shelter. In addition, FAA will flight check, if necessary, the equipment once the alteration has been made to ensure that the navigational systems are working safely and in accordance with FAA criteria.

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 \$3,845.00 (5% of this project) is also requested. The City of Concord will participate in the amount of \$3,845.00 (5% of this project). The total cost for this planning project is \$76,898.00.

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,

Handwritten signature of Christopher D. Clement, Sr. in black ink, consisting of stylized initials and a surname.

Christopher D. Clement, Sr.
Commissioner

CDC/tls

Attachments:



U.S. Department
of Transportation

Federal Aviation
Administration

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

GRANT AGREEMENT
Part 1 - Offer

Date of Offer: July 16, 2010

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-09-2010

DUNS No.: 80-889-1697

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 30, 2010,
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 (Phase II, FY2010),

all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95 percent of such costs.

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$885,005.00. 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
\$885,005.00	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 July 26, 2010, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

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

11. Trafficking Persons:

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either- February 19, 2008.
3. A. Associated with performance under this award; or
B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

- b. Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

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

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

c. Provisions applicable to any recipient.

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

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

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

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Bryce Rella
Title: Manager, Airports Division,
ACTIVE New England Region

Part II - Acceptance

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

Executed this 19 day of July, 2010.

State of New Hampshire

By: [Signature]
Title: Jack W. Ferns, Director
Aeronautics, Rail, and Transit
NHDOT

(SEAL)

Attest: [Signature]
Title: Notary Public

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, David M. Hills, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Concord, N.H this 19th day of July, 2010.

[Signature]
Signature of Sponsor's Attorney



U.S. Department
of Transportation
**Federal Aviation
Administration**

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

**GRANT AGREEMENT
Part 1 - Offer**

Date of Offer: May 29, 2012

State of New Hampshire Block Grant

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

DUNS No.: 80-859-1697

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

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

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

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

New Hampshire State Block Grant Program (FY2012),

all as more particularly shown in the project application.

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

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

Conditions

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

\$00.00	for planning
\$1,960,512.00	for airport development or noise program implementation.

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

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **June 29, 2012**, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

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

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

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

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System

(DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

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

12. Trafficking Persons:

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

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

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

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

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either- February 19, 2008.

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

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

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

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

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

c. Provisions applicable to any recipient.

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

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

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

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

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

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

B. M. R. M.
Title: Manager, Airports Division,
ACTUW New England Region

Part II - Acceptance

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

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

By *Michael P. Pelletier*
Title: Deputy Commissioner

(SEAL)

Attest: *J. Thomas Manseau*
Title: J. THOMAS MANSEAU, Notary Public
My Commission Expires November 17, 2015

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Concord, NH this 12 day of June, 2012.

Stephen G. LaBonte
Signature of Sponsor's Attorney



New Hampshire Department
of Transportation
Bureau of Aeronautics

**GRANT AGREEMENT
PART I – OFFER**

July 12, 2013

Date of Offer

Concord Municipal Airport

Airport Name/Planning Area

SBG-04-09-2013

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:

FAA Reimbursable Agreement to Install Frangible Mounts on Existing Runway 35 Localizer and Install Obstruction Light on Existing Localizer Shelter

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 \$73,053.00. 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

\$73,053.00 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 September 20, 2013 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:

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").
 - 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. **TAKEOVER INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:** When the Federal Aviation Administration (hereinafter "FAA") has agreed to takeover the instrument landing system and associated equipment, the Sponsor must check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable; and mark and light the runway, as appropriate.

17. **AIRPORT-OWNED VISUAL OR ELECTRONIC NAVAIDS IN PROJECT:** The Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as appropriate. The FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.

18. **BUY AMERICAN REQUIREMENT:** 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.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Offer.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



Patrick C. Herlihy
Director
Division of Aeronautics, Rail & Transit

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

9/24/13
Dated

By: 
Assistant Attorney General

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

Dated: _____

Attest: _____

By: _____
Secretary of State

Title: _____

PART II – ACCEPTANCE

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

Executed this 6th day of September, 2013.

(SPONSOR'S SEAL)

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

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

Title: City Manager
(Typed Title of Sponsor's Designated Official Representative)

Attest: Suzanne Sterns
(Signature of Witness)

Title: Executive Assistant
(Typed Title of Witness)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, James Kenady, acting as Attorney for the Sponsor do hereby certify:

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

Dated at 9/6/13 this _____ day of _____, 2013.

By: [Signature]
(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 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 FAA reimbursable agreement to install frangible mounts on existing Runway 35 localizer and install obstruction light on existing shelter. This authority was given during an official meeting of the Concord City Council on July 8, 2013.

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 9th day of September 2013.

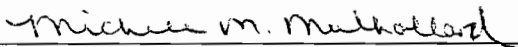

Signature

SEAL

City Clerk

State of New Hampshire, County of Merrimack

Dated this 9th day of September 2013 personally appeared Janice Bonenfant, who subscribed and sworn to the above statement.

Attest: 
Notary Public





CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

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

The following policy(ies)
Have been issued to:

City of Concord
41 Green Street
Concord, NH 03301

AIRPORT OWNERS AND OPERATORS POLICY INFORMATION:

AIRPORT POLICY NO: PR 001659 16 POLICY PERIOD: FROM: July 1, 2013 TO: July 1, 2014
THIS COVERAGE IS EFFECTIVE 12:01 A.M. July 1, 2013
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

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

LIMITS OF LIABILITY

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

THIS CERTIFICATE HOLDER IS:

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

OTHER COVERAGES / CONDITIONS / REMARKS:

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

Phoenix Aviation Representative:

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

Paul Howard

Date: September 3, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2013

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 Marsh Risk & Insurance Services CIRTS_Support@internal.jacobs.com 777 S. Figueroa Street Los Angeles, CA 90017-5822 Fax to: 1-212-948-1306	1-212-948-1306	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
INSURED Jacobs Engineering Group Inc. 155 North Lake Avenue, 9th Floor Pasadena, CA 91101		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667	

COVERAGES

CERTIFICATE NUMBER: 35592789

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		HDO G25529030	07/01/13	07/01/14	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ISA H08635651	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	SCF C47318798 (WI) WCU C4731883A (LA, OH, TX) WLR C47318786 (AOS)	07/01/13 07/01/13 07/01/13	07/01/14 07/01/14 07/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER	
A		N/A				E.L. EACH ACCIDENT	\$ 100,000
A						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
A						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"		EON G21655065 004	07/01/13	07/01/14	PER CLAIM/PER AGGREGATE DEFENSE INCLUDED	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
OFFICE LOCATION: Boston, MA. PROJECT MGR: John Gorham. CONTRACT MGR: Michael Perry. RE: RFP48-09. 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
41 Green Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

nyumdo newgalaxy
ACORD 25 (2009/09)
35592789

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/05/2013

NAME OF INSURED: Jacobs Engineering Group Inc.

**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

Name:

Address

Name:

Address

Name:

Address

Name:

Address

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
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Form
Excess Commercial General Liability Policy**

In the event that we cancel the policy, we agree to mail to the additional interests set forth in the Schedule below 10 days advance notice if the cancellation is for nonpayment of premium and 30 days advance notice if the cancellation is for a legally permissible reason other than nonpayment of premium.

Schedule:

Name: The State of New Hampshire, Department of Transportation
Address: John O. Morton Building 7, Hazen Drive, Concord, NH 03302-0483

Name:
Address:

Name:
Address:

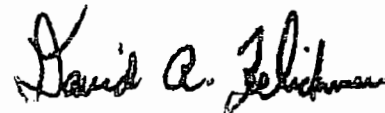
Name:
Address:

Name:
Address:

Name:
Address:

Name:
Address:

Name:
Address:



Authorized Agent

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

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 245
Policy Symbol ISA	Policy Number H08635651	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:

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

SCHEDULE

Number of days advance notice: **30**

Name: City of Concord
Address: 41 Green Street, Concord, NH 03301

Name: State of New Hampshire Department of Transportation
Address: 7 Hazen Drive, Concord, NH 03302

Name:
Address:

Name:
Address:

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Address:

David A. Felichman

Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 155 NORTH LAKE AVENUE PASADENA CA 91101	Endorsement Number
	Policy Number Symbol: WLR Number: C47318786
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 OF INSURANCE.

PLEASE READ IT CAREFULLY.

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:

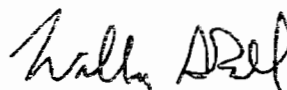
A. Schedule*

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 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.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 155 NORTH LAKE AVENUE PASADENA CA 91101	Endorsement Number
	Policy Number Symbol: WLR Number: C47318786
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 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 TRANSPORTATION, 7 HAZEN DRIVE, CONCORD, NH 03302	<u>30</u> for all other reasons
*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.



Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Engineering Group, Inc			Endorsement Number 63
Policy 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:

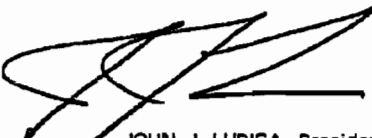
Notwithstanding anything in the foregoing to the contrary, notices to the Insureds of termination of this Policy shall be addressed to the following within 30 days of such termination:

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

**Install Frangible Mounts on Existing Runway 35 Localizer
and
Install Obstruction Light on Existing Localizer Shelter**

SBG-04-09-2013

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

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Appendix 2 – Standard Sponsor Certification Forms

Appendix 3 - Grant Assurances for Airport Sponsors

Appendix 4 - Organizational Chart

Appendix 5 – Scope of Work and Fee Estimate for Engineering Services

Appendix 6 – Scope of Work and Fee Estimate from FAA

Appendix 7 – FY 2012-2014 DBE Goal Concurrence

Appendix 8 – Project Cost Breakdown

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
*3. Date Received: _____ 4. Applicant Identifier: _____	
*5b. Federal Award Identifier: _____	
State Use Only: RECEIVED	
6. Date Received by State: MAY 10 2013 7. State Application Identifier: SBG-04-09-2013	
8. APPLICANT INFORMATION:	
*a. Legal Name: City of Concord	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000177	
*c. Organizational DUNS: 073-976-680	
d. Address:	
*Street 1: 41 Green Street Street 2: _____ *City: Concord County: _____ *State: NH Province: _____ *Country: USA *Zip / Postal Code: 03301	
e. Organizational Unit:	
Department Name: Concord Municipal Airport Division Name: Community Development	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Ms. *First Name: Martha Middle Name: _____ *Last Name: Drukker Suffix: _____	
Title: Associate City Engineer	
Organizational Affiliation: NA	
*Telephone Number: (603) 225-8520 Fax Number: (603) 230-3630	
*Email: MDrukker@ConcordNH.gov	

Application for Federal Assistance SF-424

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

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:

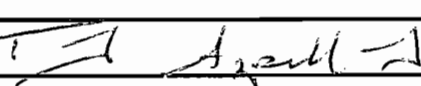
14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Concord, Merrimack County, State of New Hampshire

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

Install Frangible Mounts on Existing Runway 35 Localizer and Install Obstruction Light on Existing Localizer Shelter

Attach 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 needed.	
17. Proposed Project:	
*a. Start Date: July - Nov. 2013	*b. End Date: January 2014
18. Estimated Funding (\$):	
*a. Federal	\$ 69,208 ✓ ch
*b. Applicant	\$ 3,845 ✓ ch
*c. State	\$ 3,845 ✓ ch
*d. Local	_____
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	\$ 76,898 ✓ ch
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <u>N/A</u> . <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <u>Mr.</u>	*First Name: <u>Thomas</u>
Middle Name: <u>J.</u>	
*Last Name: <u>Aspell</u>	
Suffix: <u>Jr.</u>	
*Title: <u>City Manager</u>	
*Telephone Number: (603) 225 3515	Fax Number: 603-230-3630
* Email: <u>TAspell@ConcordNH.gov</u>	
*Signature of Authorized Representative: 	*Date Signed: <u>5.31.13</u>

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

NA

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Yes No

Name of Governing Body:

Priority:

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

Yes No

(Attach Comments)

Exempt from EO 12372 processes. Localizer and associated work is wholly contained within airport boundary.

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes No

Check one:

State

Local

Regional

Location of Plan:

NH DOT Bureau of Aeronautics (CIP);
City of Concord NH (ALP)

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

Yes No

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Yes No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes No

See instructions for additional information to be provided.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

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

Land use and compatibility is addressed in the 2006 Airport Master Plan Update.

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.

The airport will notify the users of the planned localizer shutdown and anticipated duration prior to beginning 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.

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.*

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

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$ 4,313
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			\$ 72,085
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$ 76,898
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$ 76,898
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$ 76,898
20. Federal Share requested of Line 19			\$ 69,208
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$ 69,208
23. Grantee share			\$ 3,845
24. Other shares			\$ 3,845
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 76,898

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$ 0

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	\$ 3,845
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	\$ 3,845
28. Other Shares	
a. State	\$ 3,845
b. Other	
c. Total Other Shares	\$ 3,845
29. TOTAL	\$ 7,690

SECTION E - REMARKS

Empty box for 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 : Install Frangible Mounts on Runway 35 Localizer

AIRPORT : Concord Municipal Airport

1. Objective:

Improve safety by mitigating for the non-frangible objects (existing localizer antenna and existing localizer shelter) located within the Runway 17-35 Object Free Area.

2. Benefits Anticipated:

Installing the localizer antenna on frangible mounts and placing an obstruction light on the localizer shelter will provide an equivalent level of safety until Runway 17-35 is reconstructed. Reference the FAA New England Region Modification of Airport Design Standards signed by the FAA on 9/28/2012.

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

The Federal Aviation Administration (FAA) will design and construct frangible mounts for the existing Runway 35 Localizer and an obstruction light on the existing localizer shelter. If required the FAA will execute a "Flight Check" of the localizer after the frangible mounts are installed. Construction is anticipated to be performed in 2014.

Jacobs Engineering will be hired by the City of Concord to perform Project Administration Services which will generally consist of preparing the Grant Application and Federal Reimbursement Requests.

The City of Concord will contract directly with the FAA to design and install frangible mounts on the localizer and an obstruction light on the Localizer shelter.

4. Geographic Location:

The work will be performed on the Runway 35 Localizer at Concord Municipal Airport which is located at the north end of Runway 17-35.

5. If Applicable, Provide Additional Information:

Environmental Impacts:

This project is categorically excluded from further review under NEPA per FAA Order 1050.1E, paragraph 309c. In addition, there are no extraordinary circumstances per paragraph 304. Work is not anticipated to require any excavation or other ground disturbing activities thus coordination with the State Historic Preservation Office is not required. Further, the project is wholly contained on airport property and as such is exempt from the Executive Order 12372 process.

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.

Project Coordination Efforts

Prior to construction there will be coordination between the following:

City of Concord
The Federal Aviation Administration
Jacobs Engineering
New Hampshire Department of Transportation – Bureau of Aeronautics
New Hampshire Army National Guard
Concord Aviation Services
Airport Users and Tenants

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 file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Date: 5-10-13

Thomas J. Aspell, Jr
Name of Airport Sponsor


Signature of Authorized Official

City Manager
Title of Authorized Official

EXHIBIT "A" PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT "A" PROPERTY MAP DATED January 26, 2011, AND ATTACHED TO THE GRANT AGREEMENT FOR AIP PROJECT NO. SBG-04-08-2013 REFLECTS THE CURRENT INFORMATION AS OF THIS DATE.

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

DATE: 5.10.13

Thomas J. Aspell, Jr.
NAME OF SPONSOR

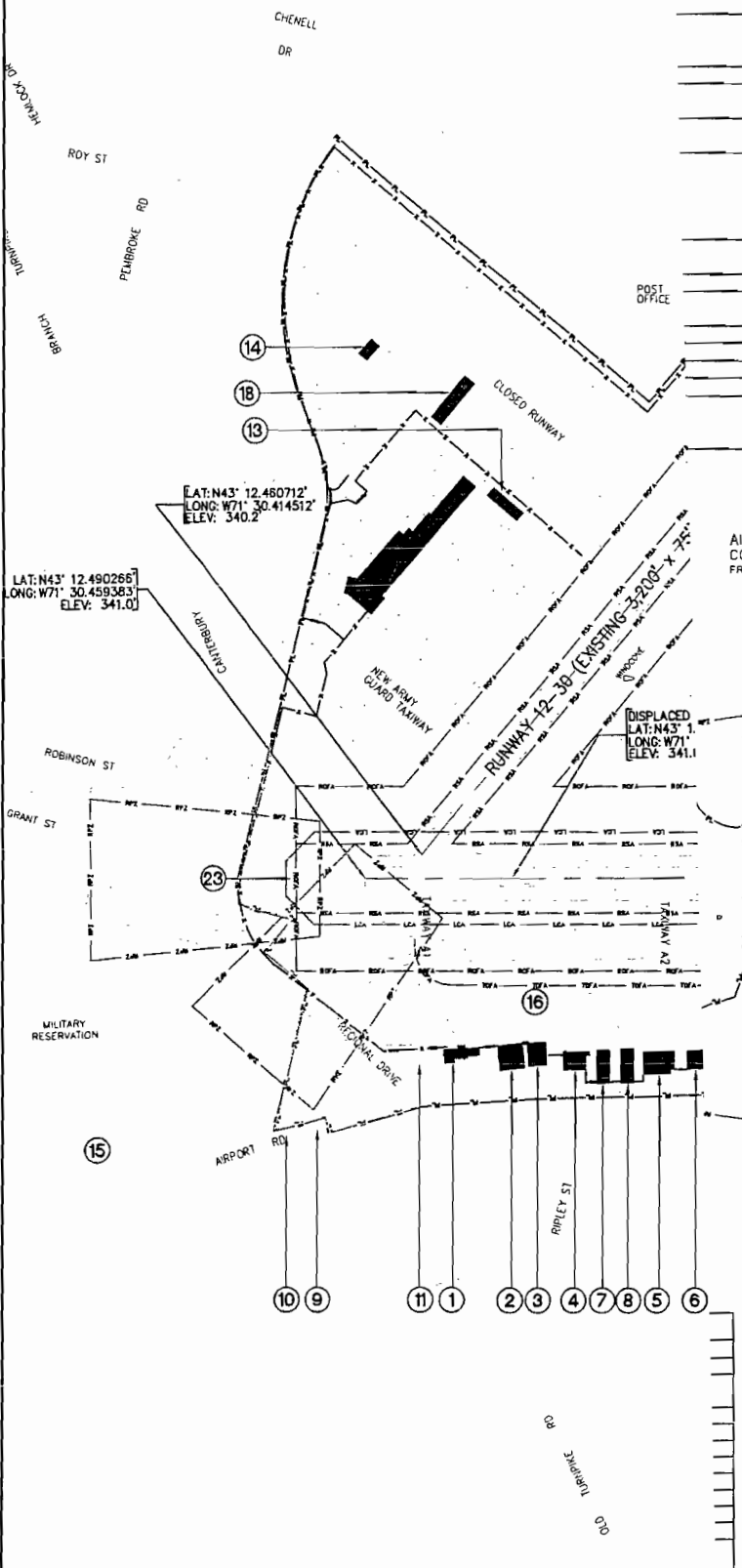
Signature 

Title City Manager

APPENDIX 1

Existing ALP

Jacobs - P:\Airports\Client General\Concord\ALP update\02 - Existing ALP.dwg [02] May 08, 2013 - 10:52am [jromak]



EXISTING RUNWAY DATA	
RUNWAY 17-35	RUNWAY 12-30
EXISTING	EXISTING
6005' with a 840-foot displaced threshold on the Runway 17 end	3,200'
100'	75'
RWY 17: 155°	RWY 12: 105°
RWY 35: 335°	RWY 30: 285°
84	90
SWL - 43,000	SWL - 30,000
DW - 60,000	N/A
ASPHALT (GOOD)	ASPHALT (EXCELLENT)
CONSTRUCTED - 1938/1939	CONSTRUCTED - 1938/1939
RECONSTRUCTED IN 1990	RECONSTRUCTED IN 2002
0.13%	0.07%
RWY 17: NON-PRECISION	RWY 12: NON-PRECISION
RWY 35: PRECISION	RWY 30: VISUAL
DH 586' & VIS NOT LOWER THAN 1/2-MILE	MDA 800' & VIS NOT LOWER THAN 3/4-MILE
RWY 17: 4-LIGHT PAPI ON LEFT, LIT WINDSOCK ON LEFT	RWY 12: UNLIT WINDSOCK ON RIGHT
RWY 35: 4-BOX VASI ON LEFT, M.M. OM, WALSR	RWY 30: NONE
RWY 17: GPS	RWY 12: VOR OR GPS
RWY 35: ILS, NDB & GPS	RWY 30: NONE
HIRL	MIRL
RWY 17: NON-PRECISION	RWY 12: NON-PRECISION
RWY 35: PRECISION	RWY 30: VISUAL
35	NONE
B-II	B-II
A (50')	NONE
NONE	NONE

AIRPORT MIDDLE MARKER TO BE REMOVED. MIDDLE MARKER COORDINATES: Lat 43° 11' 12.7" N Long 71° 20' 38.9" W REF. OCT 1 12EMAL FROM MARTHA DRUKKER

EXISTING LEGEND	
ITEM	
BUILDINGS ON AIRPORT PROPERTY	[Symbol]
BUILDINGS OFF AIRPORT PROPERTY	[Symbol]
DEVELOPMENT ZONES (SEE NOTE 1)	[Symbol]
CONSERVATION ZONES (SEE NOTE 1)	[Symbol]
AIRPORT PROPERTY LINE	[Symbol]
TAXIWAY OBJECT FREE AREA	[Symbol]
RUNWAY OBJECT FREE AREA	[Symbol]
RUNWAY SAFETY AREA	[Symbol]
RUNWAY PROTECTION ZONE	[Symbol]
FENCELINE	[Symbol]
TREELINE	[Symbol]
LOCALIZER CRITICAL AREA	[Symbol]
GLIDESLOPE CRITICAL AREA	[Symbol]
AIRCRAFT TIE-DOWN	[Symbol]
VOR CHECKPOINT / COMPASS ROSE	[Symbol]
AIRPORT REFERENCE POINT (ARP)	[Symbol]
EXISTING EASEMENTS	[Symbol]

- NOTES:
- A CONSERVATION MANAGEMENT AGREEMENT (CMA) BETWEEN THE CITY OF CONCORD, THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, THE U.S. FISH AND WILDLIFE SERVICE, AND THE NEW HAMPSHIRE FISH AND GAME DEPARTMENT WAS CREATED IN 2000 FOR THE PURPOSE OF MANAGING AIRPORT LANDS THAT PROVIDE AND ENHANCE ESSENTIAL HABITAT FOR THE KARNER BLUE BUTTERFLY, A FEDERALLY AND STATE LISTED ENDANGERED SPECIES, TO PROTECT THE KARNER BLUE BUTTERFLY AND ITS HABITAT, CONSERVATION AREAS, OR ZONES, WERE CREATED ON THE AIRPORT AND ARE IDENTIFIED HERE ON THE EXISTING AIRPORT LAYOUT PLAN.
 - SUPPLEMENTAL MAINTENANCE AGREEMENT TO THE CMA ALLOWS THE CITY TO PERFORM MAINTENANCE ACTIVITIES ON THE PAVEMENT PLUS 20' OFF THE PAVEMENT EDGE.

DESIGNED BY: JWS

DRAWN BY: ZJB

CHECKED BY: SCS

2 Executive Park Drive
Medford, NH 03110
PHONE: (603) 666-7181
FAX: (603) 666-7185

PROJECT DESIGNER

JACOBS

CONCORD MUNICIPAL AIRPORT
AIRPORT LAYOUT PLAN UPDATE

EXISTING
AIRPORT LAYOUT PLAN

SCALE: 1"=400'

DATE: JANUARY 2012

REV. NO.	DATE	DESCRIPTION	BY
1	JUNE 2011	REVISED RUNWAY 17-35 RSA AND ROFA	
2	JUNE 2011	REVISED RUNWAY 35 GLODE SLOPE CRITICAL AREA	
3	JUNE 2011	ADDED BALANCE OF FENCE, AND T-HANGAR	
4	FEB 2013	COMMENT UPDATES FROM WHOOT	

PROJ No: E2X49000
FILE NAME: 02 - EXISTING ALP
GRANT No: 586-04-05-2010

DRAWING NO.

2

SHEET 2 OF 11

BASED ON 2006 MASTER PLAN,
BY HOYLE TANNER ASSOCIATES MAY 2006,
- Manchester, NH 03101-1227

OF CONCORD, HTA COMPANIES

APPENDIX 2

Standard Sponsor Certification Forms

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS

City of Concord NH

Concord Municipal Airport

SBG-04-09-2013

(Sponsor)

(Airport)

(Project Number)

Install Frangible Mounts on Runway 35 Localizer

(Work 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). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

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 standard.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	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) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.

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)

5.15.13

(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-04-09-2013

(Sponsor)

(Airport)

(Project Number)

Install Frangible Mounts on Runway 35 Localizer
(Work 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

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)

5 31 13

(Date)

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

City of Concord NH
(Sponsor)

Concord Municipal Airport
(Airport)

SBG-04-09-2013
(Project Number)

Install Frangible Mounts on Runway 35 Localizer
(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.

	Yes	No	N/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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
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,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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			

	Yes.....	No.....	N/A.....
..... sponsor's cost estimate.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
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 contract terms; and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

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)

5.31.13

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
REAL PROPERTY ACQUISITION

City of Concord NH
(Sponsor)

Concord Municipal Airport
(Airport)

SBG-04-09-2013
(Project Number)

Install Frangible Mounts on Runway 35 Localizer
(Work 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). 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
1. The sponsor's attorney or other official has (will have) good and sufficient title as well as title evidence on property in the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. 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,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The lessor is a public agency, and			
c. The lease contains no provisions that prevent full compliance with the grant agreement.			
4. 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. 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,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. The right of ingress and egress to remove obstructions, and			
c. The right to restrict the establishment of future obstructions.			

	Yes	No	N/A
7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include (will include) the following:			
a. Valuation data to estimate the current market value for the property interest acquired on each parcel, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.			
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to FAA for review.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Effort was (will be) made to acquire each property through the following negotiation procedures:			
a. No coercive action to induce agreement, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Supporting documents for settlements included in the project files.			
11. If a negotiated settlement is not reached, the following procedures were (will be) used:			
a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Supporting documents for awards included in the project files.			
12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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.

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)

5-10-13

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 CONSTRUCTION PROJECT FINAL ACCEPTANCE**

City of Concord NH

Concord Municipal Airport

SBG-04-09-2013

(Sponsor)

(Airport)

(Project Number)

Install Frangible Mounts on Runway 35 Localizer

(Work 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. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

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 personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

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)

5.10.13

(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-04-09-2013

(Sponsor)

(Airport)

(Project Number)

Install Frangible Mounts on Runway 35 Localizer

(Work 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). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

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. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

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)

5.10.13

(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)

APPENDIX 3

Grant Assurances for Airport Sponsors



**FAA
Airports**

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.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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.
- j. 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.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- 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.

² 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 public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure

that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
- 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. **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
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.
- 24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
- 25. **Airport Revenues.**
 - a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the

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

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

26. Reports and Inspections. It will:

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

available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

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

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

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

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

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

- 30. Civil Rights.** It will 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.

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

from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
 33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
 34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 4/16/2013 (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
 35. **Relocation and Real Property Acquisition.** (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.

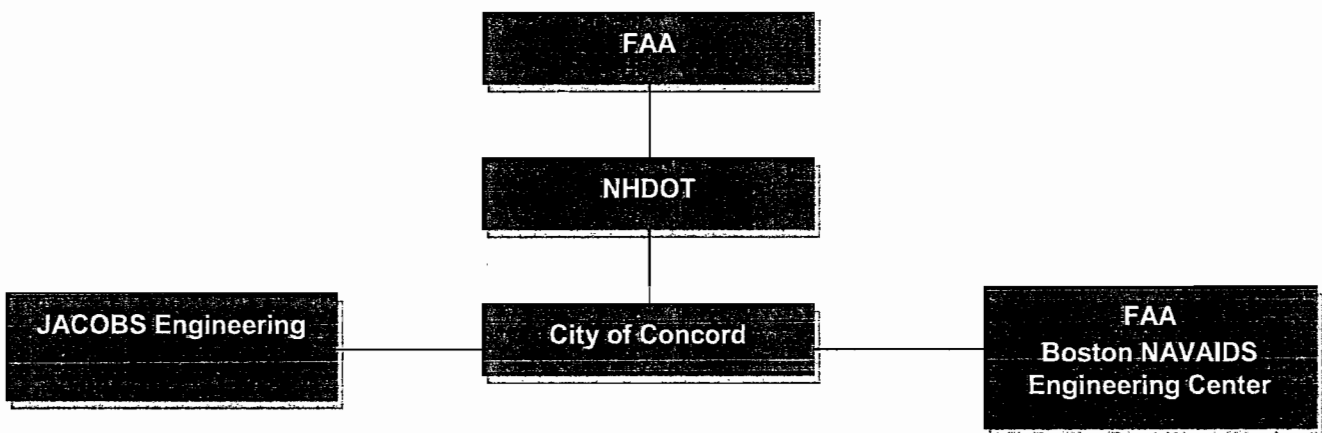
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all 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

Organizational Chart

Concord Municipal Airport
Runway 35 Localizer Project
Grant #SBG-04-09-2013

Project Organizational Chart



APPENDIX 5

Scope of Work and Fee Estimate for Engineering Services



Jacobs Engineering Group, Inc.
2 Executive Park Drive
Bedford, NH 03110 USA
1.603.666.7181 Fax 1.603.666.7185

EXHIBIT A - SCOPE

Project Administration Services
for
Install Frangible Mounts on the Runway 35 Localizer
at
CONCORD MUNICIPAL AIRPORT
Concord New Hampshire

I. GENERAL

The basic scope of the project is as follows:

- Provide project administration services for the installation of frangible mounts on the Runway 35 Localizer at Concord Municipal Airport.
- The construction and flight check (if required) will be performed by Federal Aviation Administration Staff.
- The project will be contracted between the City of Concord New Hampshire and the Federal Aviation Administration as a reimbursable agreement.
- The project will be funded by the Airport Improvement Program (AIP) through the New Hampshire State Block Grant Program.
- It is anticipated that this work will be performed in the 2014 calendar year.

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 E – PROJECT ADMINISTRATION

- A. The Engineer shall provide engineering services throughout the execution of the Project.

The specific items of work shall include:

1. The Engineer shall attend coordination meetings as requested by the Owner during the project. A total of one (1) meeting has been assumed for the project.
2. The Engineer shall prepare one (1) grant application with accompanying attachments for the project and distribute to the Owner for signature and submission. The document shall be on the forms and in the format required by the NHDOT for the State Block Grant Program.
3. The Engineer shall prepare reimbursement request forms and distribute to the Owner for signature and submission to the NHDOT. A total of one (1) reimbursement request has been assumed for this project.
4. The Engineer shall review invoices submitted by the FAA for partial and final payments. A total of one (1) pay application has been assumed for this project.



Jacobs Engineering Group, Inc.
2 Executive Park Drive
Bedford, NH 03110 USA
1.603.666.7181 Fax: 1.603.666.7185

5. The Engineer shall provide general administrative support during the project. Generally this task shall consist of, but is not limited to the following:
 - Consultation and advice to the Owner
 - Coordinate work with other ongoing projects
 - Prepare items as requested by the Owner
6. The Engineer shall prepare and distribute the required project close-out documentation, as required by the NH Block Grant, the Owner, and other applicable funding agencies.
7. The Engineer shall maintain all project related materials and documents on-site and readily available for a period of seven (7) years.
8. The engineer shall perform quality review of all documents included in this article prior to distribution.

III. WORK NOT INCLUDED IN THIS PROPOSAL

- A. The following items are not included in the scope of services, as provided by the Engineer:
 1. Resident Engineering
 2. Inspections
 3. Coordination with utility companies
 4. Plan Preparation
 5. Installation or layout of localizer check points
 6. Review of Construction Materials (Submittal Review)
 7. Record Drawings
 8. Alterations to the reimbursable agreement (Change Orders)
 9. FAA Safety Management System effort is not included.
 10. Record (as-built) survey
 11. Materials testing
 12. Coordination with SHPO per section 106 of the National Historic Preservation Act
 13. Executive Order 12372 Intergovernmental Review Process

EXHIBIT B - ESTIMATE OF STAFF EFFORT - PERSON HOURS
Project Administration Services

for

Install Frangible Mounts on the Runway 35 Localizer

at

Concord Municipal Airport
Concord, NH

SUMMARY		
ARTICLE E	Project Administration	\$4,313
ARTICLE F	Inspection - not included	\$0
	TOTAL	\$4,313

ESTIMATE OF STAFF EFFORT - PERSON HOURS
Install Frangible Mounts on the Runway 35 Localizer
at
Concord Municipal Airport, Concord New Hampshire

ARTICLE E								
Project Administration								
Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Attend Project Coordination Meetings (1 estimated)		4					4
II.A.2.	Prepare Grant Application		2	4				6
II.A.3.	Prepare Grant Reimbursements (1 estimated)		2					2
II.A.4.	Review Invoices (1 estimated)		1					1
II.A.5.	General Project Support		4	4				8
II.A.6.	Prepare and Distribute Close Out Documents		2	4				6
II.A.7.	Retention of Records						2	2
II.A.8.	Quality review of documents	4						4
								0
								0
								0
								0
								0
	TOTAL HOURS	4	15	12	0	0	2	33
	RATES	\$90.00	\$55.00	\$42.00	\$67.00	\$28.00	\$26.00	
	PAYROLL	\$360.00	\$825.00	\$504.00	\$0.00	\$0.00	\$52.00	\$1,741.00

Expenses

Travel to/from CON: \$30 (\$30/trip)

Printing, Postage, etc.: \$100
Total Expenses: \$130

Trips

Coordination meeting 1
Total Trips: 1

TOTAL PAYROLL		\$1,741
OVERHEAD	118.43%	\$2,062
PAYROLL COST		\$3,803
FIXED FEE	10%	\$380
EXPENSES		\$130
TOTAL FEE:		\$4,313

APPENDIX 6

FAA (Contractor) Scope and Fee Estimate

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CONCORD MUNICIPAL AIRPORT AUTHORITY
CONCORD, NEW HAMPSHIRE**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the City of Concord (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and City of Concord.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to install frangible bolts on the Runway 35 Localizer at Concord Municipal Airport. As the result of tree and obstruction removal, the airport was granted an increased approach minima for Runway 35. As a result, the localizer is inside the Runway Object Free Area (ROFA). The frangible bolts will be an interim measure. This Agreement

provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Install Frangible Bolts for Runway 35 Localizer

B. The FAA will perform the following activities:

1. Provide guidance, technical assistance and review design drawings for the work to be completed on the Runway 35 Localizer.
2. Provide a resident engineer (RE) and project engineering during modification activities for the Runway 35 Localizer.
3. FAA will provide the maintenance and technical workforce. There will be no contractor involvement in the installation.
4. Provide electronic technician(s) to perform any required modification to the localizer and re-tune the equipment for flight inspection and re-establish ground check points as necessary
5. Acquire frangible bolts and other miscellaneous electronic installation materials for the modification of the localizer facility. The installation of these materials and tune-up of electronics equipment will be performed by FAA personnel. FAA personnel shall perform all cable terminations for the localizer work.
6. Shall conduct the Flight Inspection on the RWY 35 LOC if deemed necessary.
7. Shall provide collect and provide all information for Facility Reference Data (FRD) files, to ensure equipment is with tolerances, recorded and verified.
8. Shall conduct a Joint Acceptance Inspection (JAI) with local FAA personnel and clear all exceptions not identified under Article 3C as the Sponsor's responsibility.

C. The Sponsor will perform the following activities:

1. Provide construction drawings and available site specific drawings for the Runway 35 Localizer if applicable.
2. Obtain all necessary construction, environmental, easement and encroachment permits.
3. Provide a designated representative who will be readily available to the FAA during construction contract. This representative will be responsible for addressing FAA concerns to the Sponsor's contractor.

ARTICLE 4. Points of Contact

A. FAA:

1. The Boston NAVAIDS Engineering Center will perform the scope of work included in this Agreement. Paul Kirby is the Boston NAVAIDS Engineering Center Manager and liaison with the Sponsor and can be reached at (603) 881-1280. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Gail Edwards who can be reached at (404) 305-5182.

B. Sponsor:

Thomas J Aspell, Jr.
City Manager
City of Concord
41 Green Street
Concord, NH 03301

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the equipment or construction, and has accepted it as substantially complete and ready for use. The

creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge that the FAA has accepted the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA, and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA.

The transfer of ownership of such real and personal property to the FAA shall be supported by Attachment A (Sponsor Cost and Transfer Certification Form) executed by the Sponsor and FAA. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all real and personal property that will be included in the Project. The cost data for each item will be supported by documentary evidence of reasonable cost and ownership, including, for example, the original invoice or billing statement, bill of lading, a copy of the construction contract, and verification of the contract acceptance date. Attachment A must be submitted to the FAA within 90 calendar days from the date of official request from the FAA.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

Installation of Frangible Bolts at RWY 35 LOC	Estimated Cost
WB4020 Engineering	\$ 2,896.00
WB4050 Construction	\$ 23,080.00
WB4060 Installation/Test/Checkout	\$ 25,040.00
WB4070 JAI/Commission/Closeout	\$5,968.00
Subtotal	\$ 56,984.00
Overhead (26.5%)	\$15,100.76
Total Estimated Cost	\$72,084.76

ARTICLE 8. Period of Agreement and Effective Date

This Agreement supersedes and nullifies any previous agreements between the parties on the subject matter. The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this

Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMZ-330, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMZ-330, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-2828

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Concord
Attn: Thomas J. Aspell, Jr.
City Manager
41 Green Street
ConcoGoBamaGoBama14\$
rd, NH 03301
603-230-3630

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor a modification to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the modification. The Sponsor will send a copy of the executed modification to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the modification cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Modifications

Changes and/or modifications to this Agreement will be formalized by a written modification that will outline in detail the exact nature of the change. Any modification to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent modification(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such modifications.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14-2, Contractor Personnel Suitability Requirements (January 2011) are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

City of Concord

SIGNATURE _____
NAME _____
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME _____
TITLE _____
DATE _____

DRAFT



**Federal Aviation
Administration**

COST ESTIMATE REPORT

PROJECT: **Concord Municipal Airport (CON)**
Install Frangible Bolts – Localizer (LOC)

TO: **Tim Wheeler**
Lead Planner

FROM: **Gregory Irvin**
Operations Research Analyst

PROJECT SUMMARY	
COST	\$56,984
FACILITY/EQUIPMENT	LOC
LOCATION ID	CON
CITY, STATE	Concord, NY
FISCAL YEAR	FY13
DATE	October 12, 2012
ESTIMATE TYPE	Reimbursable
NUMBER	
VERSION	001

DRAFT

1 EXECUTIVE SUMMARY

The State of New Hampshire has requested FAA NE NAVAIDS to install frangible bolts to the Localizer on Runway (RWY) 35 at the Concord Municipal Airport in Concord, NH. A cost estimate was requested to support the Reimbursable Agreement for this project.

1.1 Project Cost Overview

The cost for supporting this Reimbursable Estimate is **\$56,984**. This cost includes the following:

TABLE 1: Direct Cost(s) by Work Breakdown Structure

Work Breakdown Structure (WBS)	LOC	
	Direct Cost (\$)	Total
4.1 Program Management	\$0.00	\$0.00
4.2 Engineering	\$2,896.00	\$2,896.00
4.3 EOSH	\$0.00	\$0.00
4.4 Site Selection and Acquisition	\$0.00	\$0.00
4.5 Construction	\$23,080.00	\$23,080.00
4.6 Site Preparation, Installation, Test and Checkout	\$25,040.00	\$25,040.00
4.7 Joint Acceptance Inspection/Commissioning/Closeout	\$5,968.00	\$5,968.00
4.8 Telecommunications	\$0.00	\$0.00
4.9 Implementation Training	\$0.00	\$0.00
Total	\$56,984.00	\$56,984.00

TABLE 2: Construction Markup Cost(s)

Markup	Applied To						Amount (%)	Total Markup Cost (\$)
	Labor	ConstEquip	Material	Sub	Other	PML		
RSM City Cost Index - Material*	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0.00%	\$0.00
RSM City Cost Index - (Labor & Equip.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0.00%	\$0.00
State Sales Tax	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0.00%	\$0.00
Contractor Bond	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0.00%	\$0.00
Security	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0.00%	\$0.00
Contractor Overhead & Profit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0.00%	\$0.00
Contingency	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0.00%	\$0.00
Inflation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0.00%	\$0.00
							Total	\$0.00

1.2 Basis of Estimate Overview

COST FACTOR(S)

FAA Labor: The FAA labor hours were derived from similar projects and engineering judgment. The FAA labor rate does not include the FAA overhead.

Flight Inspection Rate: The rate for flight inspection is \$3252/hour. This rate includes aircraft and flight crew costs. The hours for the NAVAIDS were obtained using the Flight Inspection cost model (developed by ESA Cost Estimating Team).

Travel: Airfare¹, Per Diem² and ground transportation costs are applied to this cost estimate.

¹ Airfare: <http://apps.fas.gsa.gov/citypairs/search/index.cfm?ft>

² Per Diem: <http://www.gsa.gov/portal/category/100120>

2 Project Description

2.1 Project Overview

Listed below are the expected outcomes of this reimbursable project;

- Install frangible bolts to the RWY 35 Localizer

2.2 Scope

The scope of this estimate includes the following:

- A. The FAA will perform the following:
 1. Conduct Plants design review.
 2. Acquire and install frangible bolts.
 3. Conduct Flight Inspection on the RWY 35 LOC.
 4. Conduct a Contractors Acceptance Inspection (CAI).
 5. Conduct a Joint Acceptance Inspection (JAI).

2.3 Assumptions, Constraints, and Conditions

The following assumptions are included in the development of this cost estimate;

1. This estimate assumes Flight Inspection is required for the RWY 35 LOC.
2. This estimate assumes a Resident Engineer will oversee all construction work.
3. This estimate assumes the FAA labor rate does not include overhead.
4. This estimate assumes no training is required.
5. This estimate assumes GSA city pair round trip flights with one bag checked when required.
6. This estimate assumes a default value of \$20/DAY for mileage and fuel expenses.
7. This estimate assumes 100% GSA 2011 Per Diem rate for Concord, NH.
8. This estimate includes no contingency.
9. This estimate includes no inflation factor.



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3 COST ESTIMATE

3.1 Costs Analyzed and Technique Applied

The durations for construction were derived by subject matter expert(s) within Engineering Services. Listed below are the labor durations and travel costs for elements of the work breakdown structure (WBS);

TABLE 3: Labor Duration(s) & Travel Cost(s)

WBS	LOC								
	TSSC Labor (MD)	FAA Labor (MD)	Total Labor (MD)	Labor Direct (\$)	Material (\$)	Flight Inspection (\$)	Travel (\$)	PML (\$)	Total Direct (\$)
4.1									\$ -
4.2	1	4	5 MD	2,896					\$ 2,896
4.3									\$ -
4.4									\$ -
4.5		25	25 MD	14,280			4,000	4,800	\$ 23,080
4.6						25,040			\$ 25,040
4.7		8	8 MD	4,928			1,040		\$ 5,968
4.8									\$ -
4.9									\$ -
6.2									\$ -
6.5									\$ -
Total	1 MD	37 MD	38 MD	\$ 22,104	\$ -	\$ 25,040	\$ 5,040	\$ 4,800	\$ 56,984

3.2 Risk and Confidence Analysis

This estimate was developed using Success Estimator Templates in coordination with Engineering Services representatives' validation.

3.3 Estimate

Success Estimator Tree Report (see below).

Title: Localizer Frangible Bolts Installation
Location: CON_LOC, Concord NH, USA
Estimator: Gregory Irvin

Estimate Date: 10/11/2012
Reimbursable Agreement No:
Reimbursable No:



Description **Role** **Quantity** **Labor** **Const Equip** **Material** **Sub** **Other** **PML** **Total**

M - Special Purpose - Reimbursable Estimate, Localizer Frangible Bolts Installation
BASIS OF ESTIMATE

- LOC - Localizer, CON - Concord Municipal Airport

- - 4.0 Implementation

- - - 4.2 Engineering

- - - - 4.2.2 Plants Design

40221 Plants Engineering

FAA Civil Engineer	CIVE	2.0 MD	1,232	0	0	0	0	0	0	1,232
FAA Electrical Engineer	ELCE	2.0 MD	1,232	0	0	0	0	0	0	1,232
TSSC Drafting	DRFDT	1.0 MD	432	0	0	0	0	0	0	432
Subtotal: 40221 Plants Engineering			2,896	0	0	0	0	0	0	2,896

- - - 4.5 Construction

- - - - 40505 Plant Construction

Labor

FAA Resident Engineer	RESE	5.0 MD	3,080	0	0	0	0	0	0	3,080
FAA Civil Engineer	CIVE	5.0 MD	3,080	0	0	0	0	0	0	3,080
FAA Electrical Engineer	ELCE	5.0 MD	3,080	0	0	0	0	0	0	3,080
FAA Construction Support	CONS	5.0 MD	2,520	0	0	0	0	0	0	2,520
FAA Construction Support	CONS	5.0 MD	2,520	0	0	0	0	0	0	2,520
Subtotal: Labor			14,280	0	0	0	0	0	0	14,280

Travel

Per Diem (Concord, NH)		25.0 DAY	0	0	0	0	3,500	0	0	3,500
Mileage Expenses		25.0 DAY	0	0	0	0	500	0	0	500
Subtotal: Travel			0	0	0	0	4,000	0	0	4,000

Note: GSA 2012 Per Diem Rate (100%) for Concord, NH.

Note: Default value of \$20/DAY for mileage.

Localizer

Frangible Anchor Bolts		64.0 EA	0	0	0	0	0	4,800	0	4,800
Subtotal: Localizer			0	0	0	0	0	4,800	0	4,800

Note: Purchase Frangible Anchor Bolts

- - - 4.6 Site Preparation, Installation, Test and Checkout

Title: Localizer Frangible Bolts Installation
Estimate Date: 10/11/2012

Tree Report

Description	Role	Quantity	Labor	Const Equip	Material	Sub	Other	PML	Total
40609 Conduct Flight Inspection		1.0 LS	0	0	0	0	25,040	0	25,040
<i>Note: Source: Flight Inspect Cost Model</i>									
Subtotal: 40609 Conduct Flight Inspection			0	0	0	0	25,040	0	25,040
- - - 4.7 Joint Acceptance Inspection/Commissioning/Closeout									
- - - 4.7.1 Joint Acceptance Inspection									
40711 Conduct Contractor Acceptance Inspection									
FAA Civil Engineer	CIVE	1.0 MD	616	0	0	0	0	0	616
FAA Electrical Engineer	ELCE	1.0 MD	616	0	0	0	0	0	616
FAA Resident Engineer	RESE	1.0 MD	616	0	0	0	0	0	616
Subtotal: 40711 Conduct Contractor Acceptance Inspection			1,848	0	0	0	0	0	1,848
40715 Conduct JAI									
FAA Civil Engineer	CIVE	1.0 MD	616	0	0	0	0	0	616
FAA Electrical Engineer	ELCE	1.0 MD	616	0	0	0	0	0	616
Subtotal: 40715 Conduct JAI			1,232	0	0	0	0	0	1,232
- - - - 40717 Clear JAI Exceptions									
Labor									
FAA Civil Engineer	CIVE	1.0 MD	616	0	0	0	0	0	616
FAA Electrical Engineer	ELCE	1.0 MD	616	0	0	0	0	0	616
Subtotal: Labor			1,232	0	0	0	0	0	1,232
Travel									
Per Diem (Concord, NH)		7.0 DAY	0	0	0	0	980	0	980
Mileage Expenses		3.0 DAY	0	0	0	0	60	0	60
Subtotal: Travel			0	0	0	0	1,040	0	1,040
- - - 4.7.3 Closeout									
40731 Assemble Closeout Package									
FAA Civil Engineer	CIVE	1.0 MD	616	0	0	0	0	0	616
Subtotal: 40731 Assemble Closeout Package			616	0	0	0	0	0	616
Grand Total:			22,104	0	0	0	30,080	4,800	56,984

Title: Localizer Frangible Bolts Installation
Estimate Date: 10/11/2012

Description

Role

Quantity

Labor

**Const
Equip**

Material

Sub

Other

PML

Total

Tree Report

DRAFT

4 REFERENCES

4.1 Data Sources

1. Discovery Meeting Notes
2. The following lists the noted FAA Discovery Meeting participants;

NAME	ROLE
Tim Wheeler	FAA, Lead Planner, Planning and Requirements Group
Gregory Irvin	FAA, Cost Estimating
Chris Patrick	FAA, Engineer
Betty Stanton	FAA, Planning Specialist

3. The following lists the noted Site Survey participants

NAME	ROLE
------	------

4. Success Estimator Templates
5. Engineering Services



Homiak, Jason

From: Gorham, John
Sent: Thursday, May 09, 2013 1:41 PM
To: Homiak, Jason
Subject: FW: Concord Airport - Runway 35 Localizer Shelter Lighting

-----Original Message-----

From: chris.r.patrick@faa.gov [mailto:chris.r.patrick@faa.gov]
Sent: Wednesday, March 13, 2013 10:35 AM
To: Drukker, Martha
Cc: Carol Niewola; Homiak, Jason; Gorham, John; Tim.Wheeler@faa.gov; paul.kirby@faa.gov
Subject: RE: Concord Airport - Runway 35 Localizer Shelter Lighting

Hi Martha,

As we discussed, this cost is included in the FAA's Reimbursable Agreement cost. I will speak to Tim Wheeler regarding the Agreement status.

Thanks,

Chris

From: "Drukker, Martha" <MDrukker@ConcordNH.gov>

To: Chris R Patrick/ANE/FAA@FAA

Cc: Carol Niewola <Cniewola@dot.state.nh.us>, "Homiak, Jason (Jason.Homiak@jacobs.com)" <Jason.Homiak@jacobs.com>, "Gorham, John" <John.Gorham@jacobs.com>, Tim Wheeler/ASO/FAA@FAA

Date: 03/13/2013 10:13 AM

Subject: RE: FW: Concord Airport - Runway 35 Localizer Shelter Lighting

Chris,

Do you have a cost for this? I need to finalize my budget this week so need some sort of estimate also will you cover the cost for resetting the localizer points or is that a cost the city will share in? If so, will need an estimate for that also.

Martha Drukker

Associate Engineer
City of Concord
41 Green Street
Concord, NH 03301
225-8520

-----Original Message-----

From: chris.r.patrick@faa.gov [<mailto:chris.r.patrick@faa.gov>]
Sent: Friday, February 22, 2013 11:40 AM
To: Drukker, Martha
Cc: Carol Niewola; Homiak, Jason (Jason.Homiak@jacobs.com); Gorham, John; Tim.Wheeler@faa.gov
Subject: Re: FW: Concord Airport - Runway 35 Localizer Shelter Lighting

Ok, we'll add that work into the project.

From: "Drukker, Martha" <MDrukker@ConcordNH.gov>

To: Chris R Patrick/ANE/FAA@FAA

Cc: Tim Wheeler/ASO/FAA@FAA, Carol Niewola
<Cniewola@dot.state.nh.us>, "Gorham, John"
<John.Gorham@jacobs.com>, "Homiak, Jason (Jason.Homiak@jacobs.com)" <Jason.Homiak@jacobs.com>

Date: 02/22/2013 11:13 AM

Subject: FW: Concord Airport - Runway 35 Localizer Shelter Lighting

Chris,

When the work is being done to the localizer, could you please add an obstruction beacon to it so it can be removed from FAA list as an obstruction. Thanks

From: Gorham, John [<mailto:John.Gorham@jacobs.com>]
Sent: Tuesday, February 19, 2013 4:33 PM
To: Drukker, Martha
Cc: Carol Niewola (Cniewola@dot.state.nh.us); Michael Pouliot
(MPouliot@dot.state.nh.us)
Subject: Concord Airport - Runway 35 Localizer Shelter Lighting

Hi Martha – Following up to the discussion today about lighting the localizer shelter building. The attached Mod to Standards does not address lighting the localizer shelter. The shelter is currently in the FAA database as an airspace obstruction. If the shelter is lit the obstruction can be removed from the database. The shelter is greater than 150' from the localizer which is lit so we can't claim the "150' rule". Recommend, that FAA add a light to the localizer shelter as part of their work on the localizer.

John Gorham, PE
Project Manager/Senior Civil Engineer
Jacobs Engineering Group Inc.
2 Executive Park Drive, Bedford, NH 03110
603.518.1773
John.Gorham@Jacobs.com

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APPENDIX 7

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 8

Project Cost Breakdown

Part III Budget Information - Worksheet

Cost Classification	Last Amount Approved	Use only for revisions Adjustment (+ or -)	Total Amount Required
1 Administrative expense (City of Concord Personnel)	\$		500.00
2 Preliminary expense			
3 Land, Structures, right of way			
4 Architectural engineering basic fees (Jacobs Project Administration)	\$		4,313.00
5 Other Architectural engineering fees			
6 Project inspection fees			
7 Land development			
8 Relocation expenses			
9 Relocation payment to individuals and businesses			
10 Demolition and removal			
11 Construction and project improvement (FAA Non-Federal Reimbursable Agreement)	\$		72,085.00
12 Equipment			
13 Miscellaneous			
14 Total (Lines 1 through 13)			\$76,898.00
15 Estimated Income (if applicable)			
16 Net Project Amount (Line 14 minus 15)			\$76,898.00
17 Less: Ineligible exclusions			
18 Add: Contingencies			
19 Total Project Amount (Excluding Rehabilitation Grants) (Sum Lines 16-18)			\$76,898.00
20 Federal Share requested of line 19 (90%)			\$69,208.20
21 Add Rehabilitation Grants Requested (100 percent)			
22 Total Federal grant requested (lines 20 & 21)			\$69,208.20
23 Grantee share (CON 5%)			\$3,844.90
24 Other shares (State 5%)			\$3,844.90
25 Total Project (Lines 22, 23 & 24)			\$76,898.00