

42
Beaulieu



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

September 19, 2016
Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the City of Concord, NH (Vendor Code 177376) for SBG-04-12-2016, to design and bid the rehabilitation of Taxiway "A" at the Concord Municipal Airport, Concord, NH. State and Federal participation in the amount of \$189,556.66 is effective upon Governor and Council approval through October 31, 2020. 90% Federal Funds, 5% General Funds, 5% Other Funds.

Funding is available as follows:

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

EXPLANATION

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

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

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

The Department of Transportation proposes to accept the Federal funds for this project as a pass through to the City of Concord in accordance with RSA 422:15. State participation in the amount of \$9,976.66 (5% of this project) is also requested. The City of Concord will participate in the amount of \$9,976.67 (5% of this project). The total cost for this project is \$199,533.33.

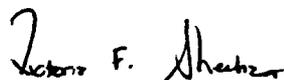
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent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

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Victoria F. Sheehan". The signature is written in a cursive style with a large initial 'V'.

Victoria F. Sheehan
Commissioner

Attachment:

VFS/tls1



U.S. Department
of Transportation
Federal Aviation
Administration

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

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

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

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

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

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application (*excluding* the "Statewide ARFF Upgrades and Equipment" project mentioned in the Block Grant Application);

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application and the Grant Assurances dated April 3, 2014, acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$2,022,238. Of this amount a minimum of \$2,022,238 must be expended for projects at airports as prescribed in the conditions.

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

CONDITIONS

1. **Grant Amendments.** Future grant amendments may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act.
2. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and In Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before August 21, 2015 or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.

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

9. **Required Federal Provisions.** The State agrees that all subgrants will include the required federal contract provisions.

10. **Nonprimary Entitlement Funds.**

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

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

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

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

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

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

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

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

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

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

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

11. **State Apportionment.**

\$ 672,238 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

12. **Trafficking In Persons.**

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

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

13. Ban on Texting While Driving.

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

14. Runway Safety Area Determination. The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".

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

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

- A. The System for Award Management (SAM) incorporated the Central Contractor Registration (CCR): SAM is the official United States Government system into which an entity must provide

information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- B. Requirement for System for Award Management (SAM): Unless the State is exempted from this requirement under 2 CFR 25.110, the State must maintain their information current in the SAM until the State submits the final financial report required under this grant or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.
 - C. Requirement for Data Universal Numbering System (DUNS) Numbers:
 - 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 - 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
17. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
18. **Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.
 - 1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 - 2. The State must report each subgrant to <http://www.fsrs.gov>.
 - 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 - 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
 - B: State Reporting Total Compensation of State Executives.
 - 1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—

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

- b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.

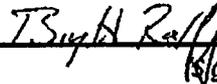
D. Exemptions

If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

1. Subgrants, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
19. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division

(Title)

PART II -- ACCEPTANCE

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

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

Executed this 8th day of September, 2015.

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

By: _____
 (Typed Name of Sponsor's Designated Official Representative)

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

CERTIFICATE OF STATE'S ATTORNEY
 I, Matthew T. Brouillette acting as Attorney for the State do hereby certify:
 (Typed Name of Sponsor's Attorney)

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

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

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



U.S. Department
of Transportation
Federal Aviation
Administration

RECEIVED

JUL 20 2016

NH AERONAUTICS

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT

PART I - OFFER

JUL 19 2016

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

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

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

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

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$1,157,679.

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

CONDITIONS

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

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

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

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

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

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 22, 2016** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.**
\$663,210 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:
- EEN, Dillant Hopkins Airport, Keene/Swanzey, NH, \$73,690
 - ASH, Bolre Field, Nashua, NH, \$73,690
 - LCI, Laconia Municipal Airport, Gilford, NH, \$73,690
 - DAW, Skyhaven Airport, Rochester, NH, \$73,690
 - HIE, Mt. Washington Regional Airport, Whitefield, NH, \$73,690
 - CNH, Claremont Municipal Airport, Claremont, NH, \$73,690
 - CON, Concord Municipal Airport, Concord, NH, \$73,690
 - BML, Berlin Regional Airport, Milan, NH, \$73,690
 - 5B9, Dean Memorial Airport, North Haverhill, NH, \$73,690
13. **State Apportionment.**
\$494,469 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.
14. **Trafficking in Persons.**
- A. **Prohibitions:** The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This

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

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
- C. The State must also insert this clause on trafficking in persons in all subgrants, contracts and subcontracts that result from this grant.
15. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 “Runway Safety Area Program”.
17. **Audits for Public Sponsors.**
- A. Provide for a Single Audit in accordance with 2 CFR Part 200.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
18. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
19. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants, contracts and subcontracts that result from this grant.
20. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. **Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsrs.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
- B. State Reporting Total Compensation of State Executives.**
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.**
1. Unless the subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

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

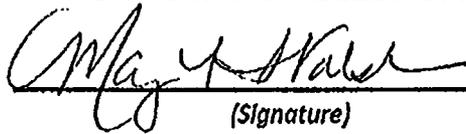
- 2. The subrecipient must report subrecipient executive total compensation:
 - a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions

If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

 - 1. Subgrants, and
 - 2. The total compensation of the five most highly compensated executives of any subrecipient.
- 22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
- 23. **Buy American Requirement:**
 - A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
- 24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

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

UNITED STATES OF AMERICA
 FEDERAL AVIATION ADMINISTRATION



 (Signature)

Mary T. Walsh

 (Typed Name)

Manager, Airports Division

 (Title)

PART II - ACCEPTANCE

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

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

Executed this 25th day of July, 2016.

State of New Hampshire
(Name of Sponsor)
[Signature]
(Signature of Sponsor's Designated Official Representative)
By: Patrick C. Herlihy
(Typed Name of Sponsor's Designated Official Representative)
Title: Director of Administration, Rail and Transit
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

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

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

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

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

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



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer August 1, 2016

Airport/Planning Area Concord Municipal Airport

State Block Grant Number SBG 04-12-2016

DUNS Number 07-397-6680

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

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

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

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

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

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

CONDITIONS

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

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

- \$0 for planning
- \$189,556.66 for airport development or noise program implementation
- \$0 for land acquisition.

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

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

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

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

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

Sponsor unilaterally reducing the maximum obligation.

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

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

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

14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this grant.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Primary Airports**. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
18. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

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

21. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA and State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA and State to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA or State determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

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

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

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

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

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

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

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

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

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

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

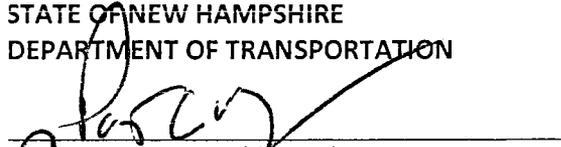
30. Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for State review and approval prior to advertising for bids.

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

1. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA and State approval for modifications to any AIP standards or to notify the State of any limitations to competition within the project;
2. The State's acceptance of a Sponsor's certification does not limit the State from reviewing appropriate project documentation for the purpose of validating the certification statements;
3. If the State determines that the Sponsor has not complied with their certification statements, the State will review the associated project costs to determine whether such costs are allowable under AIP.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



(Signature)
Patrick C. Herlihy

(Typed Name)
Director of Aviation & Transit

(Title of NHDOT Official)

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

Dated: 2/30/16 By: 

Assistant Attorney General

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

Dated: _____ Attest: _____
By: _____
Secretary of State (Title)

PART II - ACCEPTANCE

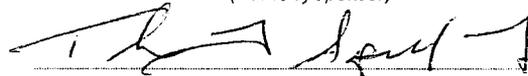
The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with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

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

Executed this 25th day of August, 2016.

City of Concord

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Thomas A Aspell Jr

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

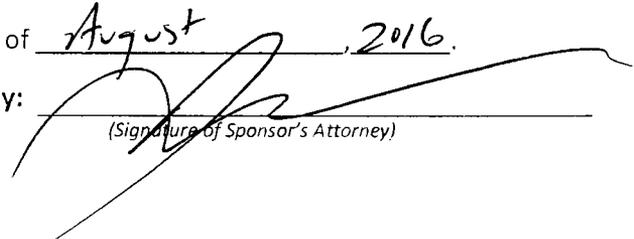
CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Concord, NH (location) this 30 day of August, 2016.

By:



(Signature of Sponsor's Attorney)

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



CERTIFICATE OF VOTE

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

I do further certify that Thomas J. Aspell, Jr. is the City Manager of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver on behalf of the municipality any contracts with the State of New Hampshire for the purpose of designing the rehabilitation of Taxiway A. This authority was given during an official meeting of the Concord City Council on July 11, 2016.

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 2nd day of September 2016.

Janice Bonenfant
Signature

SEAL

City Clerk

State of New Hampshire, County of Merrimack

Dated this 2nd day of September 2016 personally appeared Janice Bonenfant, who subscribed and sworn to the above statement.

Attest: *Michelle M. Mulholland*
Notary Public



NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

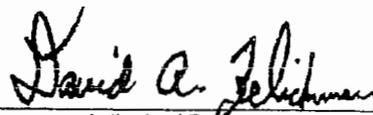
Named Insured Jacobs Engineering Group Inc.			Endorsement Number 299
Policy Symbol HDO	Policy Number G27853766	Policy Period 07/01/2016 to 07/01/2017	Effective Date of Endorsement 07/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

All other terms and conditions of the Policy remain unchanged.


Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

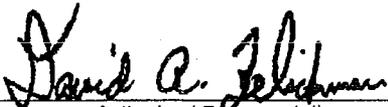
Named Insured Jacobs Engineering Group Inc.			Endorsement Number 133
Policy Symbol ISA	Policy Number H09042398	Policy Period 07/01/2016 TO 07/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

All other terms and conditions of the Policy remain unchanged.


Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP, INC. 155 NORTH LAKE AVENUE PASADENA CA 91101	Endorsement Number
	Policy Number Symbol: WLR Number: C48605254
Policy Period 07-01-2016 TO 07-01-2017	Effective Date of Endorsement 07-01-2016
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

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

All other terms and conditions of this Policy remain unchanged.

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



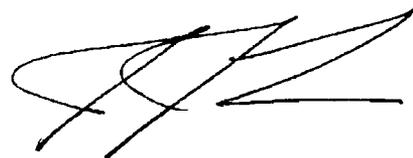
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 5
Policy Symbol EON	Policy Number G21655065 007	Policy Period 07/01/2016 to 07/01/2017	Effective Date of Endorsement 07/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

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



Authorized Representative

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/07/2016

NAME OF INSURED: Jacobs Engineering Group Inc.



OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

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

The following policy(ies)
Have been issued to:

City of Concord
41 Green Street
Concord, NH 03301

AIRPORT OWNERS AND OPERATORS POLICY INFORMATION:

AIRPORT POLICY NO: PR 001659 19

POLICY PERIOD: FROM: July 1, 2016

TO: July 1, 2017

THIS COVERAGE IS EFFECTIVE 12:01 A.M. July 1, 2016

INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

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

LIMITS OF LIABILITY

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

THIS CERTIFICATE HOLDER IS:

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

OTHER COVERAGES / CONDITIONS / REMARKS:

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

Old Republic Aerospace, Inc. Representative:

Agency Name: Gallagher Aviation
Agency Phone: 800-356-7075

Date: September 7, 2016



OLD REPUBLIC AEROSPACE, INC.

**Concord Municipal Airport
Concord, NH**

**Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft
Holding Bay to Runway 35, and Lighting of Taxiway A (Design)**

SBG-04-12-2016

GRANT APPLICATION

Submitted By: The City of Concord New Hampshire

Contact: Ms. Martha Drukker
Associate Engineer
41 Green Street
Concord, NH 03301

603-225-8520
MDrukker@ConcordNH.gov

TABLE OF CONTENTS

SF-424 Form - Application for Federal Assistance

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

FAA Form 5100-100 Part IV Supplemental Narrative

Certification of Contracts, Grants, Loans, and Cooperative Agreements

APPENDICES

Appendix 1 – Standard Sponsor Certification Forms

Appendix 2 - Grant Assurances for Airport Sponsors

Appendix 3 – Organizational Chart

Appendix 4 – Engineer’s Scope and Fee

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): RECEIVED * Other (Specify): APR 15 2016
* 3. Date Received:	4. Applicant Identifier: NH AERONAUTICS	
5a. Federal Entity Identifier:	5b. Federal Award Identifier: NH SBG 04-12-2016	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Concord		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000177	* c. Organizational DUNS: 0739766800000	
d. Address:		
* Street1: 41 Green Street	Street2:	
* City: Concord	County/Parish: Merrimack	
* State: NH: New Hampshire	Province:	
* Country: USA: UNITED STATES	* Zip / Postal Code: 03301-4255	
e. Organizational Unit:		
Department Name: Concord Municipal Airport	Division Name: Community Development	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.	* First Name: Martha	
Middle Name:	* Last Name: Drukker	
Suffix:	Title: Associate City Engineer	
Organizational Affiliation: N/A		
* Telephone Number: 603-225-8520	Fax Number: 603-230-3630	
* Email: MDrukker@ConcordNH.gov		

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

29.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

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

Concord - Merrimack - New Hampshire.PNG

Add Attachment

Delete Attachment

View Attachment

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

Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft Holding Bay to Runway 35, and Lighting of Taxiway A (Design)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="179,580.00"/>
* b. Applicant	<input type="text" value="9,976.67"/>
* c. State	<input type="text" value="9,976.66"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="199,533.33"/>

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

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

- Yes No

If "Yes", provide explanation and attach

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

This Page Intentionally Left Blank

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Not applicable. This project does not influence land use.

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

None.

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

None.

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

Yes. CIP and Airport Master Plan.

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

N/A. The project does not affect the community.

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

Airport users will be notified of the project.

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

Not applicable.

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

Not applicable.

PART II – SECTION C (Continued)

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

Not applicable.

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

None.

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

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

Not applicable.

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

Not applicable.

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

PART III – BUDGET INFORMATION – CONSTRUCTION

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

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 6,151
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			168,860
5. Other Architectural engineering fees			24,522
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 199,533
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 199,533
19. Federal Share requested of Line 18			179,580
20. Grantee share			9,977
21. Other shares			9,976
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 199,533

SECTION C – EXCLUSIONS

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	9,977
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 9,977
25. Other Shares	Amount
a. State	9,976
b. Other	
c. TOTAL - Other Shares	\$ 9,976
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS

(Attach sheets if additional space is required)

FAA Form 5100-100 does not allow cents. Whole dollar values were used.
 Exhibit A Property Map dated/revision date: July 24, 2013 (attached to SBG-04-08-2013)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reconstruction of 5000'+/- of TW A, Construction of a New Aircraft Holding Bay, and Lighting of TW A
AIRPORT: Concord Municipal Airport
1. Objective: The project will 1) reconstruct 5000'+/- of Taxiway A; 2) construct a new aircraft holding bay to Runway 35; and 3) install lighting for Taxiway A.
2. Benefits Anticipated: The project will replace deteriorated pavement that contains numerous transverse cracks estimated at 2 to 3 inches. Taxiway A serves the airport's main runway, Runway 17-35. There is currently no lighting within the project area. The installation of lighting will increase the operational safety on Taxiway A. The installation of the holding bay will provide aircraft a location to conduct pre-flight checks and engine run-ups without congesting the taxiway.
3. Approach: (See approved Scope of Work in Final Application) Jacobs Engineering will serve as the airport's consultant for design, permitting, and bidding services. Reference Appendix 4 for the scope and fee estimate for engineering services. The data collection, preliminary design, permitting, and electrical design are anticipated to occur in Fall 2016. The final design is anticipated to occur in Winter 2017. Construction of the project, under a separate grant, is anticipated to occur in Fall 2017.
4. Geographic Location: Concord, NH
5. If Applicable, Provide Additional Information: See Supplemental Program Narrative.
6. Sponsor's Representative: (include address & telephone number) Airport: Ms Martha Drukker, Associate Engineer, 41 Green Street, Concord, NH 03301, 603.225.8520 Consultant: John Gorham P.E. - Jacobs Engineering Group, Inc. - 2 Executive Park Drive, Bedford, NH 03110 603.518.1773

This Page Intentionally Left Blank

Part IV – SUPPLEMENTAL PROGRAM NARRATIVE STATEMENT
Application for Federal Assistance

**Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft
Holding Bay to Runway 35, and Lighting of Taxiway A (Design)**

Concord Municipal Airport
Concord, NH
SBG-04-12-2016

GENERAL PROJECT DESCRIPTION

The project will 1) reconstruct 5000'+/- of Taxiway A; 2) construct a new aircraft holding bay to Runway 35; and 3) install lighting for Taxiway A.

DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS

ADMINISTRATION EXPENSE:

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

ARCHITECTURAL ENGINEERING BASIC FEES:

The grant includes fees for the design, bidding, permitting, and project administration. See Appendix 4 for the scope and fee.

Drug Free Work Place Certification – See Appendix 1

Certification for Contracts, Grants, Loans and Cooperative Agreement Form – See Attached

Project Sketches – See Appendix 4 (at end of Engineer's Scope)

Grant Assurances – See Appendix 2

Sponsor Certification Forms – See Appendix 1

PROJECT COST

The project costs are summarized below:

Administration Expense (IFE - \$2,150, Permitting \$3,000, Miscellaneous Expenses \$1,000.93)	\$6,150.93
Architectural Engineering Basic Fees (Jacobs).....	\$168,860.00
Other Architectural Engineering Fees (Survey and Soils)	\$24,522.40
TOTAL.....	\$199,533.33

The project funding shall be broken out as described below:

Federal Share (90%)	\$179,580.00
Sponsor Share (5%)	\$9,976.67
State Share (5%)	\$9,976.66
TOTAL	\$199,533.33

PROJECT SCHEDULE (DATES SUBJECT TO AIP FUNDING DATE)

Data Collection	Fall 2016
Preliminary Design.....	Fall 2016
Permitting	Fall 2016
Electrical Design.....	Fall 2016
Final Design.....	Winter 2017
Construction (Separate Grant).....	Fall 2017

Statement on Disadvantaged Business Enterprise (DBE) Status:

The Airport has an FAA approved goal of 4.82% for all projects for the period of federal fiscal years 2015-2017. The project anticipates a 0% DBE participation.

Statement on User Coordination:

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.

Intergovernmental Review:

For airport improvement projects wholly contained within the airport's property boundaries, FAA has an exemption from the E.O. 12372 Intergovernmental Review Process. This project is wholly contained on the airport.

Environmental Status:

An environmental assessment was completed in 2011 based on projects presented in the 2006 Master Plan Update, as well as input from airport users and management. This project was included in the environmental assessment. A Finding of No Significant Impact (FONSI) was issued on December 7, 2011 for the project.

Exhibit "A" Statement:

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

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

Certification of Contracts, Grants, Loans, and Cooperative Agreements

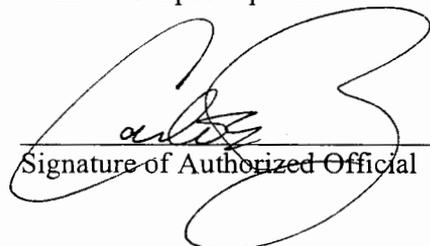
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by, or on behalf of, the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

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

Date: 4/14/2016

Thomas J. Aspell, Jr.
Name of Airport Sponsor


FOR
Signature of Authorized Official

City Manager
Title of Authorized Official

Appendix 1
Sponsors Certifications

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

Sponsor: City of Concord

Airport: Concord Municipal Airport

Project Number: NH SBG-04-12-2016

Description of Work: Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft Holding Bay to Runway 35, and Lighting of Taxiway A (Design)

Application

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

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

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

Certification Statements

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

Yes No

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

Yes No

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

Yes No

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

Sponsor's Certification

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

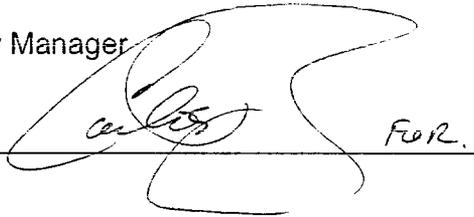
Executed on this 14 day of April, 2016.

Name of Sponsor: City of Concord

Name of Sponsor's Authorized Official: Thomas J. Aspell, Jr.

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:



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

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Concord

Airport: Concord Municipal Airport

Project Number: NH SBG-04-12-2016

Description of Work: Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft Holding Bay to Runway 35, and Lighting of Taxiway A (Design)

Application

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

Certification Statements

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

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

Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes No N/A

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

Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

Yes No N/A

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

Yes No N/A

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

- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c) Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 4/14/2016 day of April, 2016.

Name of Sponsor: City of Concord

Name of Sponsor's Authorized Official: Thomas J. Aspell, Jr.

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

 FOR

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

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Concord

Airport: Concord Municipal Airport

Project Number: NH SBG-04-12-2016

Description of Work: Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft Holding Bay to Runway 35, and Lighting of Taxiway A (Design)

Application

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

Certification Statements

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

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

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Location 1

Name of Location: Concord Municipal Airport

Address: 71 Airport Road, Concord, NH 03301

Location 2 (if applicable)

Name of Location: Jacobs Engineering Group, Inc.

Address: 2 Executive Park Drive, Bedford, NH 03110

Location 3 (if applicable)

Name of Location:

Address:

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

Sponsor's Certification

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

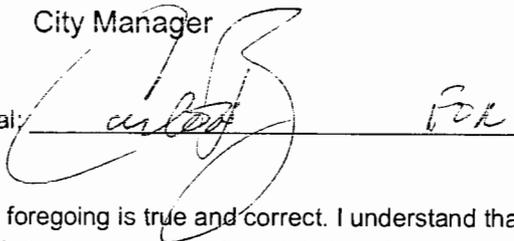
Executed on this 14 day of April, 2016.

Name of Sponsor: City of Concord

Name of Sponsor's Authorized Official: Thomas J. Aspell, Jr.

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Concord

Airport: Concord Municipal Airport

Project Number: NH SBG-04-12-2016

Description of Work: Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft Holding Bay to Runway 35, and Lighting of Taxiway A (Design)

Application

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

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

Certification Statements

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

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

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

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

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

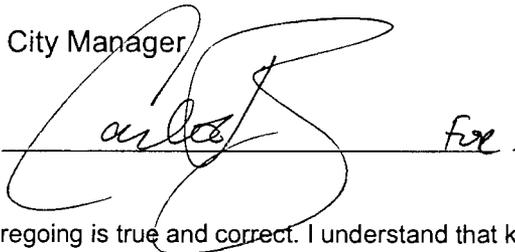
Executed on this 14 day of April, 2016.

Name of Sponsor: City of Concord

Name of Sponsor's Authorized Official: Thomas J. Aspell, Jr.

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:



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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Concord

Airport: Concord Municipal Airport

Project Number: NH SBG-04-12-2016

Description of Work: Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft Holding Bay to Runway 35, and Lighting of Taxiway A (Design)

Application

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

Certification Statements

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

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

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A

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

Yes No N/A
 - b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A
 - c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Concord

Airport: Concord Municipal Airport

Project Number: NH SBG-04-12-2016

Description of Work: Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft Holding Bay to Runway 35, and Lighting of Taxiway A (Design)

Application

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

Certification Statements

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

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A

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

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 14 day of April, 2016.

Name of Sponsor: City of Concord

Name of Sponsor's Authorized Official: Thomas J. Aspell, Jr.

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

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

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

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

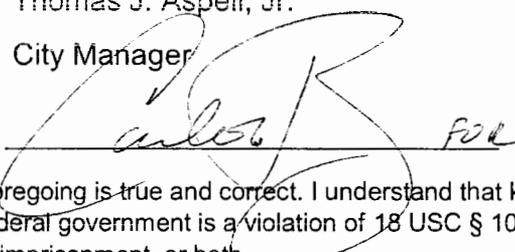
Executed on this 14 day of April, 2016.

Name of Sponsor: City of Concord

Name of Sponsor's Authorized Official: Thomas J. Aspell, Jr.

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official:



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

Appendix 2
Airport Sponsor's Assurances

This Page Intentionally Left Blank



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

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

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

Executive Orders

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

Federal Regulations

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

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

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

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

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

30. Civil Rights.

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

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

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

c. Duration.

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

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

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

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

e. Required Contract Provisions.

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

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

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

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 12/31/2015 (the latest approved version as of this grant offer) and included in this grant, and in accordance

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

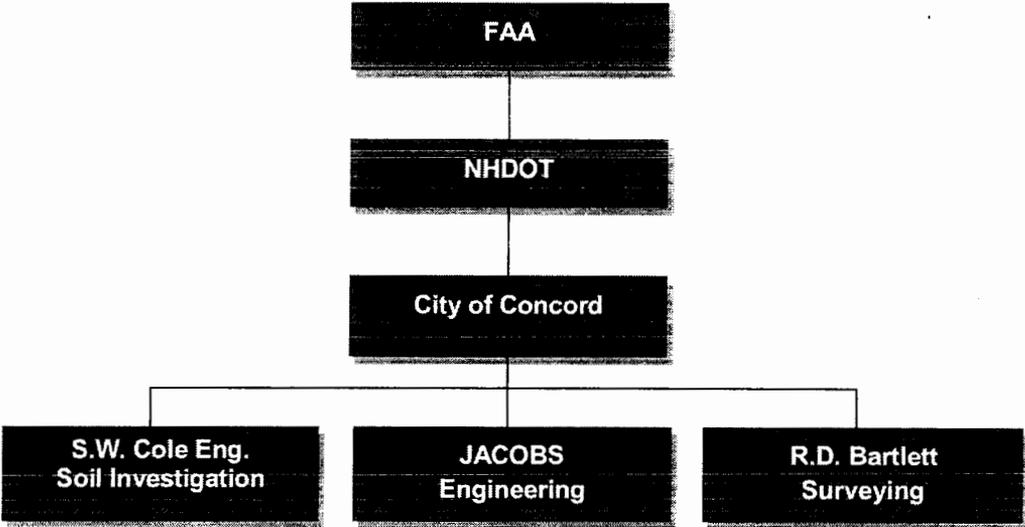
Appendix 3

Organizational Chart

Concord Municipal Airport

Reconstruction of 5000'+/- of Taxiway A, Construction of a New Aircraft Holding Bay to Runway 35, and Lighting of Taxiway A (Design)

Grant #SBG-04-12-2016
Project Organizational Chart



Appendix 4

Engineer's Scope and Fee

EXHIBIT A - SCOPE OF WORK
for
**THE RECONSTRUCTION THE SOUTHERN 5000'+/- OF TAXIWAY A
CONSTRUCTION OF A NEW AIRCRAFT HOLDING BAY TO RUNWAY 35
LIGHTING OF TAXIWAY A
(PRELIMINARY PHASE)**
at
CONCORD MUNICIPAL AIRPORT (CON)

GENERAL

The City of Concord, hereinafter referred to as the "Owner", desires to undertake a Project to prepare design and permitting documents for the reconstruction of the southern 5000'+/- of Taxiway A from Taxiway A2 to the south. In addition, design and permitting documents will be prepared to construct a new holding bay to Runway 35 for aircraft run-up use adjacent to Taxiway A.

Taxiway A, from Taxiway A2 to the south, was constructed circa 1973¹. The existing pavement south of Taxiway A2 was rated to be in poor condition in 2012.² The taxiway's pavement has numerous transverse cracks. The cracking width is estimated at 2 to 3-inches. Within the project area, Taxiway A has no lighting. Taxiway A serves the airport's main runway, Runway 17-35.

The holding bay was identified as a need during a public meeting held in 2011 at the airport for the Airport Environmental Assessment. The holding bay will provide aircraft a location to conduct pre-flight checks and engine run-ups without congesting the taxiway. The holding bay will have to be located outside the glide slope critical area. The holding bay is estimated to be 0.6 acres of new pavement.

Due to funding availability, it is anticipated that the project will be constructed in two or three construction phases. The bidding documents will be prepared in a manner to award the construction to one contractor.

It is anticipated that a NHDES Alteration of Terrain (AoT) permit application will be required based on the project disturbance area being greater than 100,000 square feet.³

The 2011 Airport Environmental Assessment identified surveys for birds and snakes prior to construction. The mitigation for the Karner Blue Butterfly and plants supporting the butterfly includes the removal of the butterfly eggs and translocation of the plants among other activities. No historical or archeological surveys are required.⁴ This scope does not support the above surveys. These surveys should be conducted with the construction.

¹ Hunter-Ballew Associates. General Plan – Profile and Typical Section Drawing, 7-30-73

² 2012 NHDOT Pavement Condition Index study.

³ <http://des.nh.gov/organization/divisions/water/aot/>

⁴ 2011 Concord Airport Environmental Assessment, Chapter 8.

For this 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:

ARTICLE A - DATA COLLECTION

1. REVIEW RECORD DRAWINGS AND REPORTS. The Engineer will collect and review as-builts drawings related to the project area.

2. GEOTECHNICAL COORDINATION. The Engineer shall prepare a scope of work for geotechnical investigations to support the project design required by the FAA pavement design AC 150/5320-6E "Airport Pavement Design and Evaluation". The scope of work shall be provided to the Owner. The Owner shall hire the geotechnical services firm to complete the work. The Engineer will layout the boring locations in the field under this task. This will be a separate trip from the boring observations below. The Engineer shall notify the FAA facilities personnel of the locations of the borings so the FAA can confirm clearance of their underground cables in relation to the borings. The Engineer will conduct 1 day of oversight during the data collection.

3. PROJECT SURVEY COORDINATION. The Engineer will prepare a survey request plan and scope of work in letter format for the Owner to issue to the Owner's survey consultant.

4. PROJECT SURVEY VALIDATION. The Engineer will conduct a "plan-in-hand" site walk of the project areas to confirm the existing conditions depicted on the survey plans provided by the Owner's surveyor. The Engineer will note to the Owner any discrepancies and items that will need to be added to the survey plans.

5. BASE MAPPING. The Engineer will prepare a base plan including as-built information from Taxiway A construction, the Runway 17-35 construction and the project survey. This plan will serve as the base plan to advance the project design.

ARTICLE B1 – PRELIMINARY DESIGN

The Engineer will prepare a preliminary design in sufficient detail to be included in the application for the project's NHDES AoT permit application and to be evaluated for acceptance by the Owner, NHDOT, FAA and the state/federal natural resource agencies. The preliminary design is anticipated to be at the 60% level of completion. Note that the Electrical scope of work is included separately under scope Article B3. This subtask will include the following:

1. TAXIWAY PAVEMENT. The Engineer will prepare a bituminous pavement design in accordance with FAA AC 150/5320-6E "Airport Pavement Design and Evaluation". Under this subtask, the Engineer will conduct the following:

1. Evaluate the soil boring CBR data to establish the in-situ subgrade strengths. This step requires the calculation of one standard deviation below the mean to determine the project CBR value.
2. Establish the 20-year aircraft fleet mix based on the 2006 master plan documents.

3. Develop the pavement section utilizing the FAA FAARFIELD computer software.
4. Evaluate the suitability of the existing subgrade soils as a subbase material based percent finer than the No. 200 sieve obtained from the soils testing.

2. TAXIWAY GEOMETRY. The Engineer will prepare the proposed taxiway pavement alignments and profiles in accordance with FAA AC 150/5300-13A "Airport Design". Under this subtask, the Engineer will conduct the following:

1. Develop the Airport geometry related surfaces and areas (i.e. ROFA, TSA, FAR Part 77, etc...) that impact Taxiway A's geometry in accordance with Chapter 2 of "Airport Design" and FAR Part 77 criteria.
2. Develop the Taxiway A, A2, and A3 alignments and fillet radii of the taxiway in accordance with Chapter 4 of "Airport Design". The taxiway shall remain 50' wide per the approved airport layout plan.

3. TAXIWAY GRADING. The Engineer will prepare the proposed grading in accordance with FAA AC 150/5300-13A "Airport Design". Under this subtask, the Engineer will conduct the following:

1. Inside Taxiway A's safety area, the Engineer will establish the taxiway profiles and cross sections in accordance with Chapter 5 of "Airport Design".
2. Outside Taxiway A's safety area, the Engineer will develop a grading scheme based on selection of best-management-practices (BMP) from the NHDES Stormwater Manual (i.e. treatment swales, infiltration basins, etc...).
3. Prepare grading to indicate 0.5-foot contours of the proposed and existing grades and grading limits.
4. Prepare critical cross sections (approximately 10) will be identified and plotted as part of the preliminary review plans.

4. TAXIWAY DRAINAGE. The Engineer will develop the drainage design for the new holding bay in accordance with FAA Advisory Circular 150/5320-5 "Surface Drainage Design" and the NHDES Stormwater Manual: Volume 2. The existing Taxiway A pavement is anticipated to be reconstructed to the same impervious area footprint and grading and therefore not require drainage designs. Under this subtask, the Engineer will conduct the following:

1. Calculate the flows from the 'pre-development' hydrologic conditions for the 2, 10 and 50-year events utilizing HydroCAD®. This task includes identification of the sub-watershed boundaries and times of concentration for approximately 2 existing sub-watersheds.
2. Calculate the design criteria (water quality volume, water quality flows, groundwater recharge volumes, etc...) based on Chapter 2 of the NHDES Stormwater Manual: Volume 2. The Engineer anticipates these calculations being required in 2 proposed subwatersheds.

3. Select BMP's based on the screening criteria in Chapter 3 of the NHDES Stormwater Manual: Volume 2.
 4. Design the BMP's based on Chapter 4 of the NHDES Stormwater Manual: Volume 2. The designs will include the following:
 - a. Size the BMP based on the design criteria provide in Chapter 4 of the NHDES Stormwater Manual: Volume 2. This step requires application of the Chapter 2 design criteria for each subwatershed to size the BMP. The Engineer anticipates this analysis being required in 2 proposed subwatersheds.
 - b. Calculation of the 'post-development' hydrologic model in HydroCAD® for comparison to the 'pre-development' conditions comparing the 2, 10 and 50 year storms. The Engineer anticipates this analysis being required in 2 proposed subwatersheds.
 - c. The Engineer will make a recommendation of the preferred BMP methods to the Owner. The Engineer will set up a meeting with NHDES AoT department to review the preferred stormwater management method and to obtain concurrence with the Engineer's approach from the NHDES prior to submitting the AoT permit application.
 5. Calculate the sizes of open channel swales and closed pipe networks for general stormwater conveyance associated with the project. The Engineer anticipates this analysis being required in 2 proposed subwatersheds.
 6. Calculate inlet flow capacities for existing and proposed drainage inlets based on the new sub-watershed boundaries.
5. TAXIWAY TEMPORARY EROSION CONTROL MEASURES. The Engineer will develop a plan that provides for temporary erosion control measures prepared in accordance with the NHDES Stormwater Manual: Volume 3 based on the taxiway grading. This is a submittal requirement of the NHDES AoT permit and is also required for the bidding documents. The plan shall outline construction sequence, provide erosion control notes, erosion control details and provide for winter stabilization requirements.
6. TAXIWAY MARKINGS. The Engineer will provide a layout of the proposed pavement markings locations. The Engineer will reference the latest editions of FAA AC's 150/5340-1 "Standards for Airport Markings", 150/5340-18 "Standards for Airport Sign Systems" and 150/5340-30 "Design and Installation Details for Airport Visual Aids".
7. HABITAT MITIGATION. The Engineer anticipates coordinating with the City and the NHF&G to develop conservation measures to offset the project's disturbance to the Karner Blue Butterfly habitat. Project disturbances include the holding bay and the installation of the taxiway edge lights and signs. Translocation of the plants supporting the butterfly habitat is assumed as the extents of the mitigation required. It is also assumed that the plant locations from the 2010 survey will be sufficient for the purposes of identifying the plants to be relocated.

8. TAXIWAY SPECIFICATIONS LIST. The Engineer will prepare and submit a list of applicable technical specifications to be considered in the final project design. Specifications will be obtained from FAA AC 150/5370-10 "Standards for Specifying Construction of Airports" and any additional special provisions specifications will be prepared in accordance with the CSI format.

9. OPINION OF PROBABLE CONSTRUCTION COSTS. The Engineer will prepare and submit a list of payment items and measure the quantities for each pay item. The Engineer will associate a unit price for each payment item in order to develop the overall project costs.

10. DELIVERABLE PREPARATION: The Engineer will prepare for preliminary review the following:

1. Typical Sections (1)
2. Geometry and Marking Plans (4)
3. Grading and Drainage Plans (4)
4. Erosion and Sediment Control Plans (4) (required for AoT Permit Application)
5. Erosion and Sediment Control Details and Notes (1) (same)
6. Preliminary specifications list
7. Opinion of Probable Construction Costs

11. QUALITY ASSURANCE. The Engineer will conduct an independent review of all technical material prior to submittal. Items to be reviewed include pavement and drainage designs, plans, specifications, and quantities/estimate.

12. SUBMITTAL PREPARATION/DISTRIBUTION: The Engineer will distribute the design plans and specification lists as follows: (Qty. of plans full size/ qty of specifications): NHDOT (9/2), Owner (1/1), FBO (1/1), NHF&G (1/1), USF&W (1/1), NHB (1/1), Engineer (1/1).

13. DESIGN CONSULTATION MEETINGS. The Engineer will prepare an agenda; facilitate and prepare minutes for all meetings. The Engineer assumes the meetings under this phase will include the following:

- Kickoff and Safety Meeting (1 meeting)
- Technical design input with NHDOT and the Owner (1)
- Safety and Phasing Plan Meeting (1)
- Conceptual design review with the Owner, Airport FBO, NHDOT and natural resource agencies. The results and inputs of the meetings will be incorporated into the project documents and the project narrative. (1)
- NHF&G, NHB and USF&W coordination meetings (2)
- NHDOT Natural Resources meeting (1)

ARTICLE B2 – FINAL DESIGN

Once all parties agree to the preliminary design elements to be utilized for this project, the Engineer will make any necessary or requested changes to the preliminary designs and then proceed toward the completion of the final design for the project. Note that the Electrical scope of work is included under Article B3.

1. CONSTRUCTION PLANS. The Engineer will prepare the final construction plans to include the following:

1. Title Sheet (1 Sheet)
2. General Plan (1)
3. General Notes (1)
4. Existing Conditions Plans (4)
5. Safety and Phasing Plans (3)
6. Safety and Phasing Plan Notes (1)
7. Typical Sections(2)
8. Pavement Details (2)
9. Marking Details (1)
10. Miscellaneous Details (2)
11. Drainage Details (1)
12. Demolition Plans (4)
13. Geometry and Marking Plans (4)
14. Grading and Drainage Plans (4)
15. Pipe Profiles (1)
16. Erosion and Sediment Control Plans (4)
17. Erosion and Sediment Control Details and Notes (1)
18. Cross Sections (8)

2. TECHNICAL SPECIFICATIONS. The Engineer will draft the written technical specifications in accordance with FAA AC 150/5370-10 "Standards for Specifying Construction of Airports". The Engineer anticipates thirty (30) technical specifications for the project.

3. FRONT END SPECIFICATIONS. The Engineer will prepare the project's FAA front end specifications and bidding documents. The Engineer will coordinate with the Owner's Concord's Purchasing Department on the front end bidding requirements.

4. QUANTITIES AND OPINION OF PROBABLE COSTS. Prepare final construction cost estimates for each bid package based upon the final bid items and quantity take-offs.

5. ENGINEERS REPORT. The Engineer will document in the narrative format the technical components of the project. The narrative will provide the criteria references, calculations and correspondence used to develop the project design.

6. QUALITY ASSURANCE. The Engineer will conduct an independent review of all technical material prior to submittal. Items to be reviewed are the plans, specifications, design narrative and project quantities/estimate.

7. SUBMITTAL PREPARATION/DISTRIBUTION: The Engineer will distribute the final design plans and specification lists as follows: (Qty. of plans full size/ qty of specifications): NHDOT (1/1), Owner (2/2), NHF&G(1/1), USF&W(1/1), NHB(1/1), Engineer(1/1).

8. DESIGN CONSULTATION MEETINGS. The Engineer assumes the meetings under this phase will include the following:

- Design review with the Owner, Airport FBO, NHDOT (1 meeting)

- Habitat mitigation meeting with the Owner and NHF&G (1 meeting)

9. PREPARE JUSTIFICATION FOR SOLE SOURCE ITEMS. If necessary, the Engineer will prepare a justification for sole source items to be included in the specifications. This generally occurs when the Owner desires to match the manufacturer's of the existing electrical equipment in order to ease the ordering of replacement parts.

10. FAA FORM 7460. The Engineer will prepare and submit electronically the construction project's anticipated locations and estimated construction heights to the FAA.

11. CONSTRUCTION SAFETY AND PHASING PLAN WITH CHECKLIST. The Engineer will prepare the FAA's checklist, narrative descriptions and accompanying plans for the project. The Engineer anticipates one initial submittal with one revision based on the FAA's comments on the initial plan. The Engineer will submit electronically the items under this subtask via the FAA's 7460 website.

ARTICLE B3 – ELECTRICAL DESIGN

The electrical scope of work includes lighting Taxiway A from Taxiway A2 to the south for 5,000'. In 2014, the northern 1000' of Taxiway A was lighted with the Taxiway B project. Circa 2010 the fillets off Runway 17-35 connecting to stub Taxiways A2, A3, and the south end of Taxiway A had taxiway lighting and signage installed. These taxiway circuits are connected to the runway circuit. This project will connect these stub taxiway lights to the new Taxiway A circuit. The electrical design will be conducted concurrently with the preliminary and final design tasks previously described. The Engineer anticipates that the electrical portion of the project will include the following:

1. ELECTRICAL SITE VISITS. The Engineer anticipates that one site visit will be required during the design to establish existing conditions.
2. ELECTRICAL CALCULATIONS. The Engineer will perform load calculations on the existing airfield circuits to confirm the use of the existing taxiway Constant Current Regulator (CCR). The taxiway CCR was installed with the taxiway project in 2014.
3. LIGHTING AND GUIDANCE SIGNAGE LOCATIONS. The Engineer will locate the new taxiway lights to conform to FAA AC 150/5340-30 "Design and Installation Details for Airport Visual Aids". The Engineer will evaluate the existing airfield signage to confirm conformance to FAA AC 150/5340-18 "Standards for Airport Sign Systems". If required, the Engineer will include new signs for the project.
4. TEMPORARY WIRING CONNECTIONS. The Engineer anticipates this multi-year/phased construction project will be constructed starting from the north and proceeding to the south. Subsequent phases to the south will be connected to the previous phase to the north.
5. ELECTRICAL VAULT WORK. The Engineer will prepare a plan drawing and details for connections to the existing Constant Current regulator in the lighting vault. Plans and details showing location, power and control connections will be provided.

6. OPINION OF PROBABLE COSTS. The electrical items will be quantified and the Engineer will prepare a cost estimate.

7. CONSTRUCTION PLANS. The Engineer will prepare the electrical construction plans to include the following:

1. Electrical Layout Plans (5 sheets)*
 2. Electrical Vault Plan (1)
 3. Guidance Sign Details (1)
 4. Electrical Details (3)
 5. Electrical Demolition Plans (1)
 6. Temporary Wiring Details (1)
- (* Submitted at 60% and 100% design stages)

8. SPECIFICATIONS. The Engineer will prepare the specifications for the project.

9. QUALITY ASSURANCE. The Engineer shall conduct quality assurance review of the project documents.

ARTICLE B4 –PERMITTING

Related to project permitting, the Engineer anticipates the following:

1. NHDES ALTERATION OF TERRAIN PERMIT APPLICATION. The project has been identified as requiring a NHDES Alteration of Terrain permit because the land disturbance exceeds 100,000 square feet. The Engineer's activities under this task include the following:

1. NHDES MEETINGS. The Engineer anticipates one (1) meeting with NHDES to discuss the AoT permit application. The Engineer shall prepare agendas and minutes for the meetings.
2. ALTERATION OF TERRAIN APPLICATION. The Engineer will complete the AoT permit application.
3. TECHNICAL DOCUMENTATION. The Engineer will compile the AoT Stormwater Management report required by the NHDES permit application. This will include compiling and organizing the results of the drainage analysis prepared in other subtasks to include NHDES BMP sizing calculations, HydroCAD detailed output and HydroCAD node analysis for the required storms. In addition the Engineer will be required to prepare the site specific soils mapping required by NHDES. Under this subtask the Engineer will prepare any permit application specific quantities, narratives, graphics and PE stamped plans.
4. DISTRIBUTION. A draft copy of the permit application will be submitted for review and comment to the Owner. Upon completion of the review, the Engineer will update the application and submit it to the Owner for final submittal to NHDES. The draft and final copies are anticipated to require 5 copies of the permit application. (Owner 2, Engineer 2, NHDES 1).

ARTICLE C – BIDDING

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

The specific items of work shall include:

1. **PREPARE LEGAL NOTICE.** Prepare and provide a sample legal notice for the Owner's use in the advertisement of the Project.
2. **DOCUMENT DISTRIBUTION.** Print and distribute the plans and specifications for the bidding of the project to the following agencies:
 - The City of Concord – Engineering & Purchasing Departments
 - The NH Department of Transportation
 - NHF&G, USF&W, NHB
 - Plan review agencies (up to 5 agencies, agencies TBD)
 - Bidders: The Engineer will distribute PDF plans by email at no charge to the bidders and if requested hard copy plans for a fee directly reimbursable to the Engineer.
3. **PREBID MEETING.** Schedule and conduct one (1) pre-bid conference at the Airport. As a part of conducting this conference, the Engineer shall prepare/present the following (at a minimum) to the prospective bidders:
 - A meeting agenda describing the elements of the project and its requirements in accordance with the FAA - New England Region's established criteria.
 - A project location plan depicting the area of the proposed work.
 - A project safety and phasing plan depicting requirements for the proposed work.
 - A plan depicting a summary of the proposed work involved in the project.
 - A Sign-in sheet recording the attending parties.
 - Meeting minutes for internal records will be prepared.
4. **RESPOND TO RFI'S.** The Engineer shall field and respond to inquiries regarding general and/or specific issues pertaining to the bidding process, the scope of the project, and specific technical questions about the plans or specifications.
5. **PREPARE AND DISTRIBUTE ADDENDA.** If necessary, prepare, and distribute any addenda issued for the purpose of clarification, deletion, addition, or correction to the bid plans or specifications. Two (2) addenda with preparation of sketches has been assumed.
6. **REVIEW BID PROPOSALS.** Upon receipt of bids, The Engineer shall perform a review of all bid proposals received for the project. The bid review shall include the inspection of the following items for compliance:
 - Contractor's bid extension math
 - Bid security

- Execution of bid
- Non-collusive bidding certificate
- EEO certification
- Statement of surety's intent
- Addenda receipt
- Buy-American certificate
- Subcontractors and suppliers list
- Eligibility certification
- Corporate bidders' certification
- Non-discrimination statement and non-segregated facilities certificate
- DBE certifications

The Engineer shall also:

- Request evidence of competency and evidence of financial responsibility from the contractors.
- Review the contractor's list of personnel, list of equipment and financial statements.
- Formally contact of the contractor's references, upon the Owner's request, or if the contractor has no past working relationship with the Engineer or Owner.

7. RECOMMENDATION OF AWARD. After reviewing the bid proposals, the Engineer shall identify the apparent low bidder and issue a recommendation/rejection of award of the construction contract to the Owner, and provide sample concurrence of award letters to the NHDOT.

8. CONFORMED CONSTRUCTION DOCUMENTS. After award of the construction contract, the Engineer shall prepare, print and distribute sets of conformed construction plans and specifications incorporating all addenda items and clarifications issued during the bidding period for use during the construction of the project. The distribution of plans/specs is anticipated to be as follows: NHDOT (1/1), Owner (2/2), NHF&G (1/1), Contractor (3/3), Engineer (1/1).

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

ARTICLE D – PROJECT ADMINISTRATION

1. SCOPING MEETINGS. The Engineer will attend a scoping with NHDOT and the Owner. In addition, the Engineer will attend a scoping meeting with NHDES to review the Alteration of Terrain permit application. The Engineer will prepare minutes of all meetings.

2. DEVELOP SCOPE OF WORK. The Engineer will develop a detailed scope of work and associated fee estimate for the project.

3. PROJECT SCHEDULE. The Engineer will prepare a project schedule at the project kickoff and up to two (2) interim project schedules throughout the course of the project.

4. NHDOT GRANT APPLICATION. The Engineer will prepare the Federal Grant Application with accompanying attachment for the project and distribute to the Owner for signatures.

5. PREPARE PROJECT INVOICES. The Engineer shall collect subconsultant invoices, review and evaluate project charges and prepare the project invoices. The Engineer anticipates ten (10) invoices.

6. PREPARE REIMBURSEMENT REQUESTS. The Engineer will prepare the necessary grant reimbursement paperwork for the project. The Engineer anticipates ten (10) reimbursements.

7. PROJECT MANAGEMENT & REPORTING. This task includes project team coordination, internal staff coordination, and progress reports. This subtask includes:

- Regular contact with the Airport, the Owner, NHDOT, NHF&G, US&W and NHB to discuss project details, status, schedule, future work activities, and any project management issues
- Regular assessments of internal staff assignments and progress
- Informal monthly progress reports

8. PROJECT CLOSEOUT. The Engineer will prepare the project close out documentation to close out the grant related to this scope of work.

ARTICLE E – CONSTRUCTION ADMINISTRATION (Not Included)

ARTICLE F – RESIDENT ENGINEERING (Not Included)

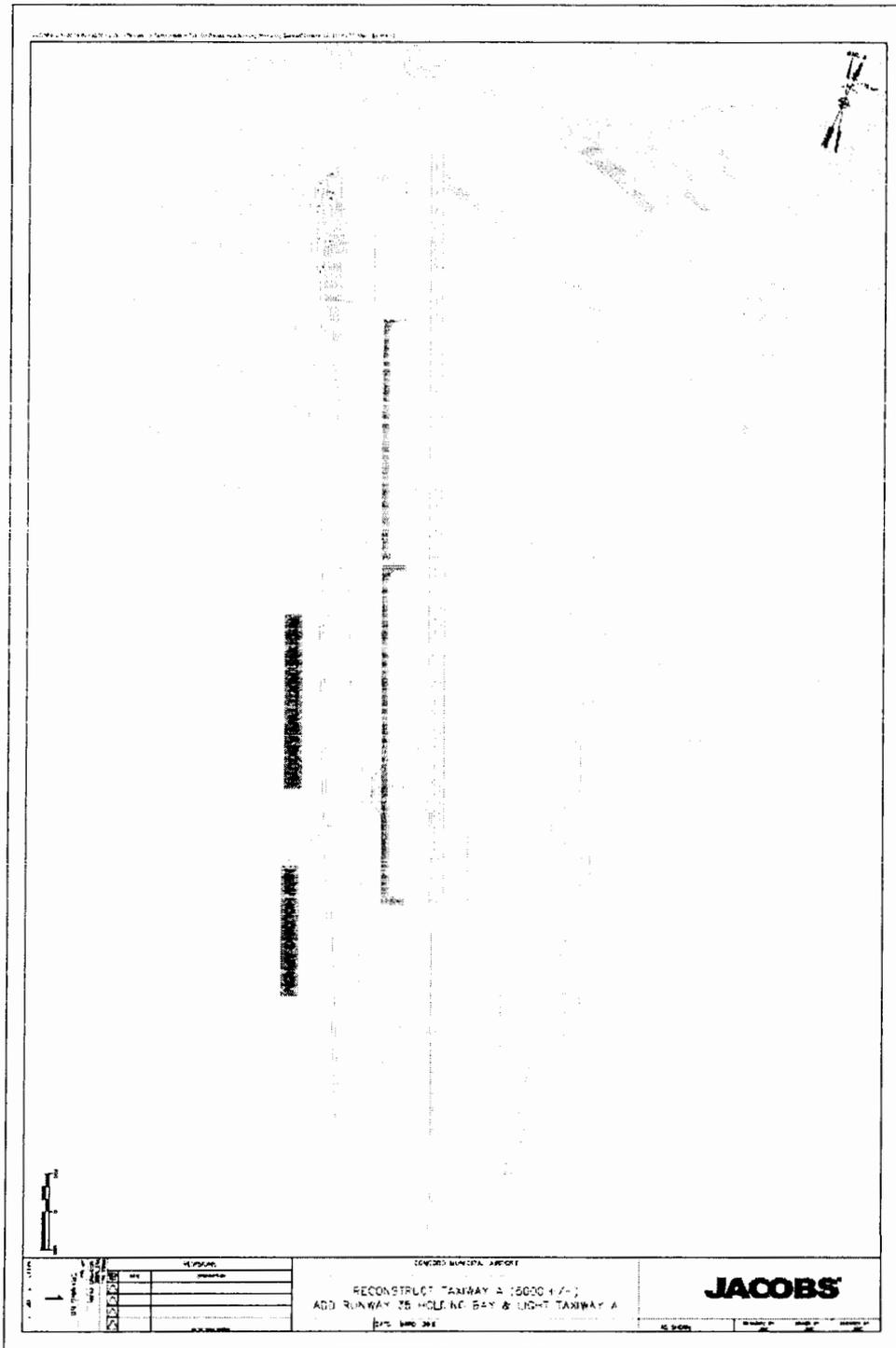
ASSUMPTIONS

- All NHDES permit application fees paid for by the Owner.
- NHDES infiltration tests are not required. Default values will be used.
- Topographic survey contracted by the Owner.
- Geotechnical investigations will be contracted by the Owner.
- Archeological services are not required.

PROPOSED PROJECT SCHEDULE

- Grant Application to NHDOT: April 1, 2016
- NTP – Fall 2016

SCOPING PLAN



END OF PROJECT SCOPE

This Page Intentionally Left Blank

EXHIBIT B - ESTIMATE OF STAFF EFFORT

Revised 4.8.16

for
**THE RECONSTRUCTION THE SOUTHERN 5000'+/- OF TAXIWAY A
 CONSTRUCTION OF A NEW AIRCRAFT HOLDING BAY TO RUNWAY 35
 LIGHTING OF TAXIWAY A
 (PRELIMINARY PHASE)**
at
**CONCORD MUNICIPAL AIRPORT
 CONCORD, NH**

SUMMARY		
ARTICLE A	Data Collection	\$4,182
ARTICLE B1	Preliminary Design	\$37,526
ARTICLE B2	Final Design	\$66,959
ARTICLE B3	Electrical Design	\$24,147
ARTICLE B4	Permitting	\$8,644
ARTICLE C	Bidding	\$13,566
ARTICLE D	Project Administration	\$13,836
ARTICLE E	Construction Management	\$10,000
ARTICLE F	Resident Engineering	\$10,000
	TOTAL	\$168,860

* Rates in accordance with December 1, 2015 Notice of Award (RFP 06-16).

ARTICLE A - DATA COLLECTION

Tasks:	Principal	Project Manager	Sr. Engineer	Sr. CADD	Admin. Asst.	TOTAL
A.1 Review Record Drawings and Reports			2			2
A.2 Geotechnical Layout for FAA & Boring Observations (2 trips)		2	12	2		16
A.3 Project Survey Coordination		2	2	2		6
A.4 Project Survey Validation (1 trip)			8			8
A.5 Base Mapping			4	4		8
						0
						0
						0
						0
TOTAL HOURS	0	4	28	8	0	40
RATES	\$80.00	\$60.00	\$45.00	\$35.00	\$25.00	
PAYROLL	\$0.00	\$240.00	\$1,260.00	\$280.00	\$0.00	\$1,780.00

Expenses

Travel: 3 trips from/to Bedford office (150mile @ \$0.54/mile)	\$81
Meals/Lodging:	
Printing, Postage, etc.:	
Total Expenses:	\$81

PAYROLL	\$1,780
OVERHEAD (109.46%)	\$1,948
TOTAL PAYROLL FEE	\$3,728
PAYROLL PROFIT (10%)	\$373
EXPENSES	\$81
SUBCONSULTANTS	\$0

Subconsultants

Total Subconsultants	\$0
----------------------	-----

TOTAL FEE: \$4,182

ARTICLE B1 - PRELIMINARY DESIGN

Tasks:	Principal	Project Manager	Sr. Engineer	Sr. CADD	Admin. Asst.	TOTAL
B1.1.1 Taxiway Pavement - CBR Calculation			2			2
B1.1.2 Taxiway Pavement - Fleet Mix			4			4
B1.1.3 Taxiway Pavement - FAARFIELD Computations		2	4			6
B1.1.4 Taxiway Pavement - Subbase Analysis			2			2
B1.2.1 Taxiway Geometry - Related Surfaces/Areas			2	2		4
B1.2.2 Taxiway Geometry - Develop Alignments/Fillets			12			12
B1.3.1 Taxiway Grading - Profiles and Cross Sections			12			12
B1.3.2 Taxiway Grading - BMP Grading		2	12			14
B1.3.3 Taxiway Grading - Contours and Grading Limits			8			8
B1.3.4 Taxiway Grading - Critical Cross Sections			8			8
B1.4.1 Taxiway Drainage - Pre-development flows		2	12			14
B1.4.2 Taxiway Drainage - NHDES Chapter 2 Calcs		2	8			10
B1.4.3 Taxiway Drainage - NHDES Chapter 3 Criteria			4			4
B1.4.4.a Taxiway Drainage - NHDES Chapter 4 BMP Sizing		2	4			6
B1.4.4.b Taxiway Drainage - NHDES Chapter 4 Post Development Flows		2	8			10
B1.4.4.c Taxiway Drainage - NHDES Chapter 4 NHDES AOT Meeting		2	4			6
B1.4.5 Taxiway Drainage - Calculations for Conveyances		2	8			10
B1.4.6 Taxiway Drainage - Inlet Flow Capacities			4			4
B1.5 Taxiway Temporary Erosion Control Measures			4			4
B1.6 Taxiway Marking		2	2			4
B1.9 Habitat Mitigation		2	4			6
B1.10 Taxiway Specification List			2			2
B1.11 Opinion of Probable Construction Costs		2	16			18
B1.12.1 Typical Sections (1)			8	4		12
B1.12.2 Geometry and Marking Plans (4)			16	4		20
B1.12.3 Grading and Drainage Plans (4)			16	4		20
B1.12.4 Erosion and Sediment Control Plans (2)			8	4		12
B1.12.5 Erosion and Sediment Control Details and Notes (1)			4	4		8
B1.12.9 List of Specifications			1			1
B1.12.10 Opinion of Probable Construction Costs			1			1
B1.13 Quality Assurance	8	8				16
B1.14 Submittal Preparation/Distribution				8	8	16
B1.15 Design Consultation Meetings (4 hours per meeting)		28	28			56
TOTAL HOURS	8	58	228	30	8	332
RATES	\$80.00	\$60.00	\$45.00	\$35.00	\$25.00	
PAYROLL	\$640.00	\$3,480.00	\$10,260.00	\$1,050.00	\$200.00	\$15,630.00

Expenses

Travel: 7 trips from/to Bedford office (350 mile @ \$0.54/mile)	\$189
Meals/Lodging:	
Printing, Postage, etc.: 15 @ \$75/submittal + \$200 postage	\$1,325
Total Expenses:	\$1,514

PAYROLL	\$15,630
OVERHEAD (109.46%)	\$17,109
TOTAL PAYROLL FEE	\$32,739
PAYROLL PROFIT (10%)	\$3,274
EXPENSES	\$1,514
SUBCONSULTANTS	\$0

TOTAL FEE: \$37,526

Subconsultants

Total Subconsultants \$0

ARTICLE B3 - ELECTRICAL DESIGN

Tasks:	Principal	Project Manager	Sr. Engineer	Sr. CADD	TOTAL
B3.1 Site Visits			9		9
B3.2 Load Calculations		1	8		9
B3.3 Lighting and Guidance Signage Locations		1	16		17
B3.4 Temporary Wiring Connections		1	2		3
B3.5 Electrical Vault Work		1	8		9
B3.6 Cost Opinion		2	12		14
B3.7.1 Electrical Layout Plan (5)		4	32	32	68
B3.7.2 Electrical Vault Plan (1)		1	8	8	17
B3.7.3 Guidance Sign Details (1)		1	4	4	9
B3.7.4 Electrical Details (3)		1	10	8	19
B3.7.5 Electrical Demolition Plans (1)			8	8	16
B3.7.6 Temporary Wiring Details (1)		1	8	8	17
B3.8 Specifications		2	24		26
B3.9 Quality Assurance	8		4	4	16
TOTAL HOURS	8	16	153	72	241
RATES	\$80.00	\$65.00	\$45.00	\$35.00	
PAYROLL	\$640.00	\$1,040.00	\$6,885.00	\$2,520.00	\$10,445.00

Expenses

Travel: 1 trips from/to Boston office (150 mile @ \$0.54/mile)	\$81
Meals/Lodging:	
Printing, Postage, etc.:	(incl. under B2)
Total Expenses:	\$81

PAYROLL	\$10,445
OVERHEAD (109.46%)	\$11,433
TOTAL PAYROLL FEE	\$21,878
PAYROLL PROFIT (10%)	\$2,188
EXPENSES	\$81
SUBCONSULTANTS	\$0

Subconsultants

TOTAL FEE: \$24,147

Total Subconsultants \$0



www.swcole.com

16-0341 S

April 13, 2016

City of Concord
Attn: Martha Drukker
Associate Engineer
Engineering Services Division
Concord, NH 03301

Subject: Proposal
Explorations and Geotechnical Services
Proposed Taxiway A Reconstruction
Concord Municipal Airport
Concord, New Hampshire

Dear Martha:

We are pleased to submit this Proposal for explorations and geotechnical services for the proposed Taxiway A reconstruction project at Concord Municipal Airport in Concord, New Hampshire.

PROJECT CONDITIONS

We understand that the project involves reconstruction of Taxiway A located west and parallel to Runway 17-35. The reconstruction area of the taxiway will be about 5,000 feet. In addition we understand there is also a proposed new holding apron to be constructed on the southwest portion of the taxiway.

ANTICIPATED SUBSURFACE CONDITIONS

Based on subsurface exploration work we have performed at the airport in the past, we anticipate the site soils will consist of a deep deposit of fine sand with varying proportions of silt with a relatively deep depth to groundwater.

SCOPE OF SERVICES

The exploration and testing program will be as outlined in your April 7, 2016 email and Soil Investigation Plan. A summary of the requested scope of services is presented below:

- 7 test borings (designated A-1 through A-7) for the taxiway New Taxiway A. The borings are located within the existing taxiway. Six of the borings will be advanced to depths of 6 feet, or to refusal, whichever is shallower, and one will be advanced to 20 feet, or to refusal whichever is shallower. Sampling by Standard Penetration Testing (SPT) methods will be performed at continuous intervals.
- Conduct 6 Bituminous pavement cores. Provide color picture with depth measurement.
- Conduct 10 Standard Test Method for Particle-Size Analysis of Soils (ASTM D 422) with hydrometer (0.02 mm) analysis.
- Conduct 4 Bituminous extraction tests.
- Conduct 3 Standard Test Method for CBR (California Bearing Ratio) of Laboratory-Compacted Soils (ASTM D 1883).
- Coordinate with airport operations, DigSafe, Federal Aviation Administration, Airport Maintenance Department, and the City of Concord utilities relative to locations of underground utilities.
- Subcontract a private utility locator to clear exploration locations of known subsurface utilities.
- Attend a project kick-off/safety briefing meeting at the airport the morning of exploration work.
- Provide a written report of findings containing test boring logs with Unified Soil Classification group symbols, laboratory test results, and CBR values. We will provide geotechnical recommendations addressing dewatering, and fill, compaction.



16-0341 S
April 12, 2016

- Our report will be prepared and stamped by a New Hampshire Professional Engineer and delivered in PDF electronic format.

We understand that Jacobs Engineering Group, Inc. will mark the test boring locations in advance of the field work. Test boring work will be performed under subcontract to S. W. Cole Engineering, Inc. (S.W.COLE).

SCHEDULE

We understand that the exploration work shall begin in the fall of 2016 with a report completed by the end of December 2016.

BUDGET AND COMPENSATION

S.W.COLE will charge for services on a unit rates basis as outline on the Budget Estimate in Attachment A-1. We estimate a total not-to-exceed budget of \$11,322.40 based on the scope of services provided by Jacobs Engineering Group, Inc.

PROPOSAL ACCEPTANCE

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

Sincerely,

S. W. Cole Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Chad B. Michaud', written in a cursive style.

Chad B. Michaud, P.E.
Executive Vice President



Attachment A

Breakdown of Budget:

GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING

Based Apron Area

Article	Description	Staff	Qty	Unit	Unit Cost	Total
Project Management and Reporting						
	Evaluation and Report Preparation	Geotech.Engineer	20	HR	\$ 85.00	\$ 1,700.00
	Project Coordination and Management	Geotech.Engineer	12	HR	\$ 85.00	\$ 1,020.00
	Project Coordination and Management	Sen. Geotech.Engineer	4	HR	\$ 130.00	\$ 520.00
	Drafting	Drafting Technician	2	HR	\$ 75.00	\$ 150.00
					<i>subtotal</i>	\$ 3,390.00
Laboratory Testing						
	Hydrometer Analysis/Gradation		10	EA	\$ 125.00	\$ 1,250.00
	Chemical Bituminous Extraction/Gradation		4	EA	\$ 175.00	\$ 700.00
	CBR		3	EA	\$ 475.00	\$ 1,425.00
					<i>subtotal</i>	\$ 3,375.00
Field Services						
	Monitor Test Boring and Perform Field CBR	Senion Technician	12	HR	\$ 85.00	\$ 1,020.00
	Mileage		60	MILE	\$ 0.54	\$ 32.40
					<i>subtotal</i>	\$ 1,052.40
Subcontracted Services						
	Drilled Test Borings and Perdiem		1	DAYS	\$ 2,125.00	\$ 2,125.00
	Private Utility Locate Mobilization/Demobilization		1	DAYS	\$ 1,380.00	\$ 1,380.00
	Standby Time for Delays beyond S.W.COLE/Driller Control		-	HOUR	\$ 250.00	
					<i>subtotal</i>	\$ 3,505.00
TOTAL \$						11,322.40

Attachment A

RICHARD D. BARTLETT & ASSOCIATES, LLC

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

Tel. (603)225-6770

Fax (603)224-6261

E-mail: info@richarddbartlett.com

<http://www.richarddbartlett.com>

MARK C. SARGENT, L.L.S.

DANIEL J. MULLEN, L.L.S.

Est. 1973

- BOUNDARY SURVEYS
 - SUBDIVISIONS
- DESIGN AND LAYOUT
- ON-SITE SANITARY SEWAGE SYSTEMS
- GPS CONTROL

March 14, 2016

Ms. Martha Drukker
Community Development Dept.
41 Green Street
Concord, N.H. 03301

Re: Land Surveying Services—Concord Airport-Taxiway A

Dear Martha;

Thank you for consulting with our firm on the land surveying services needed at the Concord Airport. It is our understanding that the City requires an existing conditions survey of taxiway A and adjacent area, outlined on a plan provided to us by Jacobs Engineering. The survey area is approximately 25 acres and has approximately 17 drainage structures. To complete this work we have prepared the following scope of services and estimate of cost.

Scope of Services

- Establishment of horizontal and vertical control, within the project area, the horizontal datum based on the NH State Plane Coordinate System, the vertical datum on NAVD 88.
- Research of City records to obtain historic design plans and utility records.
- Field reconnaissance and survey locating and measuring, runways and taxiways, aircraft tie downs, pavement markings, curbing, fences, visible utilities, utility structures with rim and invert elevations and pipe sizes and types, signs, retaining walls, airfield lighting, topographic relief, landscape features and other important natural and man-made features within the project area.
- Office reduction of field data, plotting of field located features, plotting of underground utilities based on field observations and record information, and calculation of topography at a one foot contour interval.
- Presentation of data in AutoCAD dwg format to City of Concord CAD standards.

Compensation

We have estimated the cost to complete the work outlined above as follows:

• Research	\$410.00
• Field Survey	\$8,790.00
• Reduction & Calculations	\$3,825.00
• Expenses	\$175.00
Total	\$13,200.00

Ms. Drukker
Page Two

Schedule

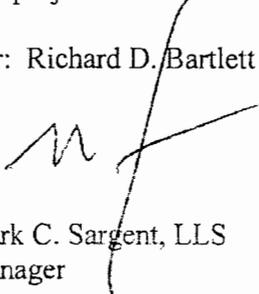
Once written authorization to proceed is received from you, the project will be placed on our schedule accordingly.

Terms and Conditions

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

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

For: Richard D. Bartlett and Associates, LLC.

A handwritten signature in black ink, appearing to read 'M. Sargent', is written over the typed name and title.

Mark C. Sargent, LLS
Manager