



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Bureau of Aeronautics
September 5, 2018

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

REQUESTED ACTION

1. Authorize the Department of Transportation, Pease Development Authority and the Department of Safety to accept a grant from the Federal Aviation Administration in the amount of \$146,340.00 (AIP-63) to provide funding to design the rehabilitation of a fuel spill area, Phase 1 for the NH Aircraft Rescue and Fire Fighting (ARFF) training facility located in Concord, NH, effective upon Governor and Council approval through September 30, 2022. 90% Federal Funds.
2. Authorize the Department of Transportation to provide \$16,260.00, 10% matching funds, to complete this project effective upon Governor and Council approval through September 30, 2022. 10% General Funds.

Funding is available as follows:

| | |
|-------------------------|----------------|
| 04-96-96-960030-7537 | <u>FY 2019</u> |
| FAA Projects | |
| 034-500152 Design/Study | \$162,600.00 |

EXPLANATION

A Federal Aviation Administration (FAA) Grant has been awarded for \$146,340.00 (90% of the project cost, copy attached), to design the rehabilitation of a fuel spill area, Phase 1 for the NH ARFF training facility located in Concord, NH. The State share for this project is 10%, or \$16,260.00. Total cost of this project is \$162,600.00.

The ARFF training facility trains Federal Aviation Regulation (FAR) Part 139 airport fire fighters and their mutual aid communities to be prepared to respond to aircraft accidents. This training is required for commercial service airports, such as Manchester and Portsmouth Airports and is critical to life safety and mandatory by the FAA.

The ARFF facility was completed with a FAA grant in 2002. The facility is over 14 years old and the operating equipment is beyond its useful life. The design phase of this project will address system failures for the existing fire trainer burn pit. The fire trainer burn pit system is experiencing the

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30A

degradation of the stone fill and burner system equipment. The condition is resulting in blocking of the fire pit's drainage system; exposure of the burners and thermocouples to foot traffic, and trapping of propane gas below the surface which can flare up un-expectedly resulting in significant safety concerns.

In partnership to accept these funds under required FAA rules and regulations, the Pease Development Authority (owner of both federally obligated State-owned airports), NH Department of Safety, and the Department of Transportation have signed a FAA co-sponsorship agreement. In addition, the three agencies also signed a Memorandum of Understanding regarding the expectations and roles of each agency. Both documents are attached for reference. The Department of Transportation accepts the Federal Funds for this project in accordance with RSA 422:15.

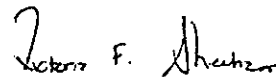
The Department currently has an on-call agreement with Jacobs Engineering to complete this project. The on-call agreement passed Governor and Council on October 5, 2016, Item #17 (attached). There are \$408,308.00 available funds remaining in the agreement and is effective through July 1, 2021.

In the event that the federal funds are 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.

The Sponsor's Attorneys will execute the grant offer after the approval of Governor and Council.

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

Sincerely,



Victoria F. Sheehan
Commissioner

Attachment
VS/tls



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I - OFFER

Date of Offer

AUG 30 2018

Airport/Planning Area

Portsmouth International at Pease/New Hampshire Aircraft
Rescue & Fire Fighting Training Facility located in Concord, N.H.

AIP Grant Number

3-33-0016-063-2018

DUNS Number

620094771

TO: Pease Development Authority

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to Co-Sponsors.)

State of New Hampshire, NHDOT/Bureau of Aeronautics

State of New Hampshire, NHDOS/Division of Fire Standards, Training & EMS

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 15, 2018, for a grant of Federal funds for a project at or associated with the Portsmouth International at Pease Airport, which is included as part of this Grant Agreement; and

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

New Hampshire Aircraft Rescue & Fire Fighting Training Facility's Rehabilitation of Fuel Spill Area - Phase 1 Design 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 and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States 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 payable under this Offer is \$146,340. 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;
 - \$146,340 airport development or noise program implementation; and,
 - \$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.
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 FAA, the end date of the 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 FAA 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 FAA 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 as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
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. 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 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 Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the 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 Sponsor.
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 project unless this offer has been accepted by the Sponsor on or before September 14, 2018, or such subsequent date as may be prescribed in writing by the FAA.

- 9. Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor 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 Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 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 which may arise from, or be incident to, compliance with this grant 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. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, 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 FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA 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 FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 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 FAA may suspend, cancel, or terminate this agreement.

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 FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for 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 or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
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 the 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 FAA 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 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 Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map: The two parcels that make up the land for the New Hampshire ARFF Training Facility is held by the State of New Hampshire, NHDOS/Division of Fire Standards, Training & EMS. The two parcels that make up this facility are recorded with New Hampshire Merrimack County Registry of Deeds Book 2200 Page 1334 and Book 2200 Page 1331.

23. Employee Protection from Reprisal.**A. Prohibition of Reprisals –**

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

24. Co-Sponsor. The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

25. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this grant is considered a facility as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the N.H. ARFF Training Facility for training purposes.

26. **Design Grant.** This grant agreement is being issued in order to 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 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 FAA has provided federal 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 FAA may suspend or terminate grants related to the design.

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 United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)
Gail Lattrell

(Typed Name)
Deputy Director, Airports Division

(Title of FAA Official)

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 16th day of September, 2018.

Pease Development Authority
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: DAVID Muller
(Typed Name of Sponsor's Authorized Official)

Title: Executive Director
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____ (location) this _____ day of _____, 2018

By: _____
(Signature of Sponsor's Attorney)

¹Knowingly 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.

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.²

Executed this 5th day of September, 2018.

State of New Hampshire, NHDOT/Bureau of Aeronautics

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

Patrick C. Henley
(Typed Name of Sponsor's Authorized Official)

Title:

Director of Aeronautics
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

(Typed Name of Sponsor's Attorney)

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

Dated at _____ (location) this _____ day of _____, 2018

By:

(Signature of Sponsor's Attorney)

²Knowingly 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.

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.³

Executed this 5th day of September, 2018.

State of New Hampshire, NHDOS/Division
of Fire Standards, Training & EMS

(Name of Sponsor)


(Signature of Sponsor's Authorized Official)

By:

Steven L. Lavale
(Typed Name of Sponsor's Authorized Official)

Title:

Director of Administration
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

(Typed Name of Sponsor's Attorney)

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

Dated at _____ (location) this _____ day of _____, 2018

By:

(Signature of Sponsor's Attorney)

³Knowingly 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.

| Application for Federal Assistance SF-424 | |
|---|--|
| * 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | |
| * 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | |
| * If Revision, select appropriate letter(s): _____ * Other (Specify): _____ | |
| * 3. Date Received: MAY 15 2018 | 4. Applicant Identifier: _____ |
| 5a. Federal Entity Identifier: _____ | 5b. Federal Award Identifier: AIP 3-33-0016-TBD-2018 |
| State Use Only: | |
| 6. Date Received by State: _____ | 7. State Application Identifier: _____ |
| 8. APPLICANT INFORMATION: | |
| * a. Legal Name: TRANSPORTATION | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000618 | * c. Organizational DUNS: 00-850-1687 |
| d. Address: | |
| * Street1: | 7 Hazen Drive |
| Street2: | P.O. Box 483 |
| * City: | Concord |
| County/Parish: | Merrimack |
| * State: | NH: New Hampshire |
| Province: | |
| * Country: | USA: UNITED STATES |
| * Zip / Postal Code: | 03302 |
| e. Organizational Unit: | |
| Department Name: NHDOT | Division Name: Bureau of Aeronautics |
| f. Name and contact information of person to be contacted on matters involving this application: | |
| Prefix: Ms. | * First Name: Carol |
| Middle Name: | |
| * Last Name: Niewola | |
| Suffix: P.E., C.N. | |
| Title: Senior Aviation Planner | |
| Organizational Affiliation: New Hampshire Department of Transportation | |
| * Telephone Number: 603.271.1675 | Fax Number: 603.271.1689 |
| * Email: cniewola@dot.state.nh.us | |

Application for Federal Assistance SF-424

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

State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

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

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

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

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

Attach supporting documents as specified in agency instructions.

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="146,340.00"/> |
| * b. Applicant | <input type="text" value=""/> |
| * c. State | <input type="text" value="16,260.00"/> |
| * d. Local | <input type="text" value=""/> |
| * e. Other | <input type="text" value=""/> |
| * f. Program Income | <input type="text" value=""/> |
| * g. TOTAL | <input type="text" value="162,600.00"/> |

* 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:

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:

The Sponsor has worked with the city of Concord, New Hampshire, to ensure appropriate land use zoning ordinances are in place in the vicinity of the NH ARFF Training Facility.

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:

The Sponsor is not in default on any applicable obligations to the US or any agency of the US government related to an airport.

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:

There are no known circumstances that will prevent the successful completion of the project.

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.

The project is consistent with State and local development plans.

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

The Sponsor has given fair consideration to the communities near the project.

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)).

Sponsor & Facility personnel have coordinated with facility users through on-site meetings and written correspondence

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.

This project does not require an opportunity for a public hearing.

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:

There is no grant of an exclusive right for the conduct of any aeronautical activity owned or controlled by the Sponsor.

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

The State of NH maintains property interest in the two parcels that make up the land for this Facility; NH Merrimack County Registry of Deeds Book 220 Page 1334 and Book 2200 Page 1331. Records of this land purchase are on file with the FAA/New England Region/Airports Division (reference letter to Donna Witte Dated June 22, 2000).

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. The Sponsor currently owns the land on which the project is to occur.

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

Not applicable. No property is to be acquired under this project.

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

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 | | | \$ 500 |
| 2. Preliminary expense | | | |
| 3. Land, structures, right-of-way | | | |
| 4. Architectural engineering basic fees | | | 162,100 |
| 5. Other Architectural engineering fees | | | |
| 6. Project inspection fees | | | |
| 7. Land development | | | |
| 8. Relocation Expenses | | | |
| 9. Relocation payments to Individuals and Businesses | | | |
| 10. Demolition and removal | | | |
| 11. Construction and project improvement | | | |
| 12. Equipment | | | |
| 13. Miscellaneous | | | |
| 14. Subtotal (Lines 1 through 13) | | | \$ 162,600 |
| 15. Estimated Income (if applicable) | | | |
| 16. Net Project Amount (Line 14 minus 15) | | | 162,600 |
| 17. Less: Ineligible Exclusions (Section C, line 23 g.) | | | |
| 18. Subtotal (Lines 16 through 17) | | | \$ 162,600 |
| 19. Federal Share requested of Line 18 | | | 146,340 |
| 20. Grantee share | | | 16,260 |
| 21. Other shares | | | |
| 22. TOTAL PROJECT (Lines 19, 20 & 21) | | | \$ 162,600 |

| 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) | 16,260 |
| d. Bonds | |
| e. Tax Levies | |
| f. Non-Cash | |
| g. Other (Explain): | |
| h. TOTAL - Grantee share | \$ 16,260 |
| 25. Other Shares | Amount |
| a. State | |
| b. Other | |
| c. TOTAL - Other Shares | |
| 26. TOTAL NON-FEDERAL FINANCING | \$ 16,260 |

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

An Exhibit A (Airport Property Plan) was not required to be created for the New Hampshire Aircraft Rescue and Fire Fighting Training Facility. Two parcels make up the land for this Facility; NH Merrimack County Registry of Deeds Book 220 Page 1334 and Book 2200 Page 1331. Records of this land purchase are on file with the FAA/New England Region/Airports Division (reference letter to Donna Witte Dated June 22, 2000).

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Phase 1 Design Only - Upgrade Fire Trainer Burn Pit

AIRPORT: The New Hampshire Aircraft Rescue and Fire Fighting Training Facility

1. Objective:

The objective of this grant is to fund the design of an upgrade to the trainer burn pit located at the New Hampshire Aircraft Rescue and Fire Fighting Training Facility.

2. Benefits Anticipated:

The benefits anticipated from the implementation of this grant request will be the design to replace the facility which is experiencing degradation of the stone fill and burner system within the burn pit. This condition is resulting in blocking of the pit's drainage; exposure of the burners and thermocouples to foot traffic; and trapping of propane gas below the surface which flares up un-expectedly resulting in a significant safety concern.

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

Jacobs Engineering will serve as the sponsor's consultant for design. Reference Appendix 3 for the scope and fee estimate for engineering services. The design will be started in Fall 2018 and is anticipated to be completed in Spring 2019.

4. Geographic Location:

The New Hampshire Aircraft Rescue and Fire Fighting Training Facility is located at 98 Smokey Bear Boulevard, Concord, New Hampshire (43-12-18.3N, 71-28-43.95W) in Merrimack County.

5. If Applicable, Provide Additional Information:

See Supplemental Program Narrative.

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

Carol L. Niewola, P.E., C.M., Senior Aviation Planner, NHDOT/Bureau of Aeronautic, Hazen Drive/P.O. Box 483
Concord, NH 03302-0483 P:603.271.1675 E:cniewola@dot.state.nh.us

Part IV – SUPPLEMENTAL PROGRAM NARRATIVE STATEMENT

Application for Federal Assistance

Phase I Design Only – Upgrade Fire Trainer Burn Pit

At

The New Hampshire Fire Training Academy, Concord, NH

AIP No. 3-33-0016-TBD-2018

GENERAL PROJECT DESCRIPTION

This project addresses the existing fire trainer burn pit located at the New Hampshire Fire Training Academy in Concord, NH. This facility is experiencing degradation of the stone fill and burner system within the burn pit. This condition is resulting in blocking of the pit's drainage; exposure of the burners and thermocouples to foot traffic; and trapping of propane gas below the surface which flares up un-expectedly resulting in significant safety concern.

DESCRIPTION OF BUDGET INFORMATION WORKSHEET ITEMS

ADMINISTRATION EXPENSE:

The grant includes project advertising costs to be incurred by the Sponsor.

ARCHITECTURAL ENGINEERING BASIC FEES:

The grant includes fees for data collection and design. See Appendix 3 for the Engineering scope and fee.

~~Drug Free Work Place Certification~~ – See Attached

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

~~Project Sketch~~ – See Appendix 4

~~Grant Assurances~~ – See Appendix 2

~~Sponsor Certification Forms~~ – See Appendix 1

~~Organizational Chart~~ – See Appendix 5

TOTAL PROJECT COST

The project costs are summarized below:

| | |
|---|------------------|
| Administration Expense..... | \$500 |
| Architectural Engineering Basic Fees..... | \$162,100 |
| TOTAL..... | \$162,600 |

The project funding shall be broken out as described below:

| | |
|--------------------------|------------------|
| Federal Share (90%)..... | \$146,340 |
| State Share (10%)..... | \$16,260 |
| TOTAL | \$162,100 |

PROJECT SCHEDULE (DATES SUBJECT TO AIP FUNDING DATE)

| | |
|-----------------------|------------|
| Data Collection | Fall 2018 |
| Design | Fall 2018 |
| Bidding | March 2019 |

Statement on Disadvantaged Business Enterprise (DBE) Status:

The NHDOT Bureau of Aeronautics 3-year race neutral DBE Goal of 2.8% was approved on November 28, 2017.

Statement on User Coordination:

The Sponsor and Facility personnel will be coordinating with facility users through on-site meetings and written correspondence.

Intergovernmental Review:

This project was made available to the State under the E.O. 12372 process for review on May 14, 2018.

The project areas have been previously disturbed. Coordination with USF&W and Coastal Zone Management was not required due to the scope of work to be performed. SHPO coordination was made in November 2017. SHPO determined project would not cause an effect to historical resources.

Coordination with the State of New Hampshire

This project is being sponsored by the NHDOT.

Environmental Status:

This project was categorically excluded by simple written record under FAA Order 1050.1F section 5-6.4.v. and the extraordinary circumstances defined in paragraph 5-2 did not apply. As stated in FAA Order 5050.4B (Par 607 a), the President's Council on Environmental Quality (CEQ) NEPA's implementing regulations do not require documentation for categorically excluded actions.

Exhibit "A" Statement:

An Exhibit A (Airport Property Plan) was not required to be created for the New Hampshire Aircraft Rescue and Fire Fighting Training Facility. Two parcels make up the land for this Facility; NH Merrimack County Registry of Deeds Book 220 Page 1334 and Book 2200 Page 1331. Records of this land purchase are on file with the FAA/New England Region/Airports Division (reference letter to Donna Witte Dated June 22, 2000).

CO SPONSORSHIP AGREEMENT

Date of Agreement July 11, 2016

Airport/Planning Area/Name of Facility New Hampshire Aircraft Rescue and Fire Fighting Training Facility

DUNS Number(s) State of New Hampshire : 80-859-1697
Pease Development Authority: 62-009-4771

~~This CO-SPONSORSHIP AGREEMENT, made this _____ day of July, 2016, by and between New Hampshire Department of Transportation, New Hampshire Department of Safety, and Pease Development Authority as co-sponsors for the New Hampshire Aircraft Rescue and Fire Fighting (ARFF) Training Facility.~~

WHEREAS, the NH ARFF Training Facility (Facility) is federally obligated pursuant to the obligations contained in the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement;

WHEREAS, the New Hampshire Department of Transportation was the sponsor of the Facility, and transferred ownership and operations of the Facility to the New Hampshire Department of Safety on February 13, 2002 ;

WHEREAS, the Department of Safety is responsible for the day-to-day operations and maintenance of the Facility, and the Pease Development Authority and the Department of Transportation have agreed to act as co-sponsors;

WHEREAS, the co-sponsors agree to assume, meet, and be bound by the AIP federal obligations contained in the FAA Grant Agreement for the Federal aid project number:

AIP Grant Number 3-33-3300-xxx-2016 Improvements to NH ARFF Training Facility
Fiscal Year 2016

WHEREAS, the co-sponsors would like to make improvements to the Facility and are seeking (AIP) grants to assist in funding the improvements; and

NOW THEREFORE, THE PARTIES AGREE:

1. FAA GRANT ASSURANCES. The New Hampshire Department of Safety, New Hampshire Department of Transportation, and Pease Development Authority assume the AIP grant obligations under Grant Number 3-33-3300-xxx-2016 for the Facility, and agree to sign and be bound by all grant agreements/assurances for all new FAA Grants that apply to the Facility for the duration of time that FAA funds the necessary capital infrastructure improvements for the ARFF FACILITY, in addition to, per FAA rules, regulations and grant assurances, additional time required beyond the acceptance of the FAA development and/or planning grant to maintain an open and operational ARFF FACILITY. Standard time frame is 20 years from the last FAA development grant but could vary depending on the project being funded.

2. COMMUNICATIONS WITH THE FAA. The parties agree that New Hampshire Department of Transportation will be the main point of contact for communications with the FAA regarding the Facility.

To the extent practical, New Hampshire Department of Transportation will include the New Hampshire Department of Safety and Peace Development Authority on all communications (written and oral) with the FAA regarding the Facility.

3. **AMENDMENTS.** This agreement may be amended only (i) upon the written agreement of the three parties pursuant to their respective legal authorities and (ii) with prior approval of the FAA.

4. **AUTHORITY; BINDING NATURE.** Each party represents that it has the full power and authority to enter this Agreement, to carry out its respective obligations hereunder and that all action required to authorize the execution and delivery of this Agreement has been taken. This Agreement shall be binding upon and insure to the benefit of the parties hereto.

5. **FURTHER ASSURANCES.** Each party agrees that shall cooperate with the other party and execute and deliver all such other instruments and take all such other actions as may be reasonably requested by the other party from time to time, consistent with the terms of this Agreement, to effectuate the purposes and provisions of this Agreement.

6. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the funding for capital improvements that benefit the Facility and the communities it serves.

7. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8. **APPLICABLE LAW.** This Agreement shall be interpreted under the laws of the State of New Hampshire unless superseded by Applicable Federal Law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CO-SPONSOR: New Hampshire
Department of Transportation

By: *Armen Herlihy*

*Director of Accounts,
Rps and Transit*

Title:

[Signature]

CO-SPONSOR: New Hampshire
Department of Safety

By: *Steen R. Lunde*

Director, Division of Administration

Title:

[Signature]

CO-SPONSOR: Peace
Development Authority

By: *David Mullen*

Executive Director

Title:

[Signature]



State of New Hampshire

Department of Safety

Division of Fire Standards and Training and Emergency Medical Services

Richard M. Flynn Fire Academy

98 Smokey Bear Blvd, Concord, New Hampshire

Mailing Address: 33 Hazen Drive, Concord, New Hampshire 03305-0002



John J. Barthelme
Commissioner

Deborah A. Pendergast
Director

Tuesday, July 05, 2016

Bryon H. Rakoff
Deputy Manager, Airports Regional Office
New England Region
1200 District Avenue
Burlington MA 01803

Dear Mr. Rakoff,

The Department of Safety, Division of Fire Standards and Training and Emergency Medical Services has been maintaining and operating the NH ARFF Academy and training simulators since the responsibilities were transferred to the Department of Safety on February 8, 2002 (transfer letter attached).

The Department Safety, Division of Fire Standards and Training and Emergency Medical Services maintains its commitment of maintaining and operating the facility and is familiar with and accepts all Federal Aviation Administration grant assurances and conditions as documented in the grant offer 3-33-3300-01, dated August 16, 2000.

Sincerely,

Deborah Pendergast
Director
NH FST&EMS

Emergency Medical Services – Fire Training and Certification – Fire Academy
Business: (603) 223-4200 Fax: (603) 271-4567 Toll Free: 1-800-371-4503 TDD Access: 1-800-735-2964
<http://www.nh.gov/safety/divisions/fstems/index.html>



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

CAROL A. MURRAY
COMMISSIONER

GILBERT S. ROGERS
ASSISTANT
COMMISSIONER

February 8, 2002

Commissioner Richard M. Flynn
Department of Safety
James H. Hayes Building
10 Hazen Drive
Concord, NH 03305-0002

Dear Commissioner Flynn:


Over the past two years the Department of Safety and the Department of Transportation have been working hard to make the Aircraft Rescue and Fire Fighting (ARFF) training facility at the New Hampshire Fire Academy a reality.

I am pleased to inform you the facility has reached the level of substantial completion. You will find enclosed a copy of the certificate of origin and acceptance documentation for the Oshkosh ARFF truck, an original copy of the acceptance procedure for the Symtron ARFF simulator equipment, and the occupancy permit for the control building. There are some remaining minor punch list items that will need to be addressed through this office, along with the coordination of the training program for Fire Academy personnel. We expect the punch list items to be complete in the near future and the necessary training to be conducted in the spring.

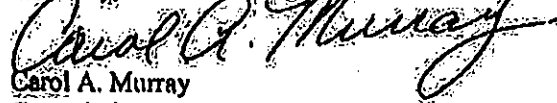
Your acceptance and signature on this letter will officially transfer this "state of the art" training facility to the New Hampshire Department of Safety.

The dedication and cooperation of our personnel have resulted in a specialized facility that will enhance aircraft fire safety training throughout the New England Region. I look forward to the formal dedication and opening of this unique facility.

Accepted this date, 2/13/02


Richard M. Flynn
Commissioner
Department of Safety

Sincerely,


Carol A. Murray
Commissioner

Enclosures

SCOPE OF WORK
for
PHASE 1 DESIGN ONLY - UPGRADE FIRE TRAINER BURN PIT
at
THE NH FIRE TRAINING ACADEMY, CONCORD, NH

-Prepared For



**New Hampshire
Department of Transportation**

(3-33-0016-TBD-2018)

Prepared By

Jacobs Engineering Group, Inc.

5.14.18 REV 01

Introduction

The aircraft fire trainer serves as the Northeast regional training facility for aircraft rescue and firefighting personnel. Providing an operational facility is critical to maintaining aircraft firefighting certifications for Northeast airport fire and rescue departments.

The facility is experiencing degradation of the stone fill and burner system within the burn pit. This condition is resulting in blocking of the pit's drainage; exposure of the burners and thermocouples to foot traffic; and trapping of propane gas below the surface which flares up un-expectantly resulting in a significant safety concern.

For this project Jacobs Engineering Group, Inc. (the Engineer) will consider burn pit alternatives to include replacing the existing rock as well as alternative aqueous pit solutions, facilitate the selection of a preferred alternative, prepare plans and specifications for public bidding and provide bidding related services. The Engineer will conduct tasks as follows:

TASK 1 DATA COLLECTION

This task will establish and inform the Engineer of the existing conditions of the site. Specific tasks are as follows:

1. Obtain the design/as-built drawings of the facility and scan/print.
2. Review documents to understand the existing facility.
3. Conduct a site visit of the facility to verify existing conditions by civil, control systems and mechanical engineers.
4. Hire a drainage video firm. This firm will provide video inspection of burn pit drainage system to evaluate the integrity of the drainage and identify any blockages.
5. Hire environmental/geology subconsultant. This firm has 2 tasks: 1) test the existing stone fill to determine the stone disposal characteristics and requirements; and 2) identify the mineralogy of the existing stone, and investigate stone materials suitable for the burn pit that are less prone to degradation.
6. Supervise and direct drainage video firm's video inspection of the existing burn pit drainage.
7. Supervise and direct environmental/geology subconsultant's investigation of the existing burn pit stone.
8. Research the existing burn pit equipment to identify functions and limitations.
9. Prepare memorandum of data collection phase documenting notable items and any variations to the as-built plans.
10. Review results of the data collection phase with the User project team (NHDOT, NHDOS).
11. Provide general coordination and conduct Jacobs project team meetings during this task. The Jacobs project team includes the project manager and discipline engineers.

TASK 2 CONCEPT DESIGN

This task will evaluate alternative designs to the burn pit. Designs will be advanced to the concept design level (10%). Specific tasks are as follows:

1. Conduct an alternatives analysis meeting with the Jacobs project team. During this meeting, alternative designs will be evaluated.
2. Refine concepts and investigate engineering, code and design requirements and limitations.
3. Investigate locations where aqueous pit systems have been installed. The effort will include contacting the location to gather data on the types of materials used. No site visits are included in this effort.
4. Prepare for and conduct a follow up meeting with the User project team to present preliminary concepts considered for further study. Prepare project meeting minutes.
5. Prepare plan and section views of the burn pit for three alternatives. Assume one alternative is to replace the existing 'rock with rock' and two aqueous pit alternatives.
6. Prepare a construction cost estimate for each of the three alternatives.
7. Prepare a feasibility report of the alternatives considered. An evaluation matrix will be developed to compare the attributes of each alternative and aid in the selection of the preferred alternative.
8. Conduct quality assurance reviews of deliverables.
9. Finalize and issue preliminary report to the User project team for review.
10. Conduct follow up meeting with the User project team to review the concept design alternatives. The purpose of this meeting will be to identify a preferred alternative. Prepare and distribute meeting minutes.
11. Provide general coordination and conduct Jacobs project team meetings during this task.

TASK 3 DESIGN DEVELOPMENT

This task will advance the preferred alternative from the Concept Design to the 60%, 90% and 100% design stages. The task considers the 'replace rock with rock' alternative as this alternative is the least effort for the Engineer. Should an aqueous pit be selected, the Task 3 Option scope below is provided. Specific tasks are as follows:

1. Refine elements of the design necessary to provide plans, specifications and estimates to include calculations, review of material properties, code review, communications with authorities having jurisdiction of the applicable codes, and material vendor inquiries.

2. Prepare project plans to include the following:

| Description/Design level: | 60% | 90% | 100% |
|---------------------------|-----|-----|------|
| Title sheet (1) | ✓ | ✓ | ✓ |
| General plan (1) | ✓ | ✓ | ✓ |
| General notes (1) | | ✓ | ✓ |
| Existing Conditions (2) | ✓ | ✓ | ✓ |
| Demolition plan (1) | ✓ | ✓ | ✓ |
| Civil plan (1) | ✓ | ✓ | ✓ |
| Civil sections (2) | ✓ | ✓ | ✓ |
| Civil details (2) | | ✓ | ✓ |
| Mechanical plan (1) | ✓ | ✓ | ✓ |
| Mechanical details (2) | | ✓ | ✓ |
| Miscellaneous details (3) | | ✓ | ✓ |

3. Prepare project front end bidding specifications using the FAA General Provisions, NH Form P-37 and NHDOT standard specifications. NHDOT standard specifications will take precedence over the FAA and P-37 provisions (ref. email 5/13/18 from NHDOT). The front end will be provided at the 90% and 100% design stages.
4. Prepare technical specifications utilizing the AIA MasterSpec format. The project requires approximately 40 technical specifications. Draft specifications will be delivered at the 60% design stage. Completed specifications will be provided at the 90% and 100% design stages.
5. Prepare justification for sole source materials and equipment, if required, related to the interfacing of the design elements with the existing Kirila system.
6. Prepare an Engineer's report documenting the assumptions, codes, and criteria and decisions made during the project.
7. Conduct quality assurance of deliverables.
8. Provide general coordination and conduct Jacobs project team meetings during this task.
9. Prepare for and conduct design review meetings at the 60 and 90% design levels with the User project team. Prepare and distribute meeting minutes.

TASK 3 OPTION – AQUEOUS PIT ALTERNATIVE

The aqueous pit alternative requires additional structural and mechanical engineering effort compared to the 'replace rock with rock' alternative presented in Task 3 Design Development. Should the aqueous pit alternative be selected, the scope of work described below is required and will be in addition to the Task 3 Design Development scope of work. The scope of work will be as follows:

1. Refine the structural design concept to include selecting thermally adaptable structural materials (i.e. grating and supports), performing structural analysis and member sizing and selecting surface materials.
2. Refine the mechanical design to support installation of burner tubes, burner and thermal couples within the structural system selected.
3. Prepare plans as follows:

| Description/Design level: | 60% | 90% | 100% |
|---------------------------|-----|-----|------|
| Structural plan (1) | ✓ | ✓ | ✓ |
| Structural sections (2) | ✓ | ✓ | ✓ |
| Structural details (2) | | ✓ | ✓ |
| Mechanical details (1) | | ✓ | ✓ |

4. Prepare technical specifications utilizing the AIA MasterSpec format. It is anticipated that this option will require an additional 15 technical specifications. Draft specifications will be delivered at the 60% design stage. Completed specifications will be provided at the 90% and 100% design stages.
5. Prepare structural and mechanical sections of the Engineer's report documenting the assumptions, codes and criteria and decisions made during the project.
6. Conduct quality assurance of deliverables.
7. Provide general coordination and conduct Jacobs project team meetings during this task.
8. Prepare for and conduct design review meetings at the 60% and 90% design levels with the User project team. Prepare and distribute meeting minutes.

TASK 4 BIDDING SERVICES

This article includes the assistance provided by the Engineer with the bid process. The specific items of work shall include:

1. The Engineer will prepare an advertisement for the NHDOT to distribute.
2. The Engineer will schedule and conduct a pre-bid conference with prospective bidders at the NHDOT's office.
3. The Engineer will prepare and provide to NHDOT for distribution any addenda issued for clarification, deletion, addition, or correction to the plans or specifications.

4. The Engineer will prepare the final bid tabulation with the Engineer's estimate included and recommendation of award of the construction contract to NHDOT.

NHDOT/Bureau of Contracts work under this paragraph will include (The following work will not be in this contract):

- Advertise in the paper, NHDOT's website, and various construction plan houses.
- Printing of all plans and specs for the bidding and contract sets.
- Distribution of bid sets and collection of fees.
- Distribution and tracking bid addendums.
- Review contractor references, confirm no errors in contractor proposals, confirm valid bond submissions, and confirm addenda acknowledgments by contractor.
- Insert bid numbers for the apparent low bidder into NHDOT's bid tab spreadsheet.
- Publish contract for contractor and state signatures.

TASK 5 PROJECT ADMINISTRATION

This task will include project administration tasks that will manage project communications, funding, and coordination efforts. As part of this task, the Engineer will conduct the following:

1. Prepare for, attend, and document project scoping meeting with NHDOT.
2. Prepare project scope and fee for review and concurrence by NHDOT.
3. Prepare grant application to request federal and state funding participation.
4. Prepare project invoicing to include coordination of subconsultant invoices.
5. Prepare six (6) grant reimbursements to request reimbursement for eligible project expenditures. Assuming a 6-month project duration.
6. Prepare project milestone schedule at kickoff and updates as required.
7. Prepare and print documents as follows:
 - Conceptual plans and estimates (3 copies)
 - 60%, 90%, 100% plans, specifications and estimate (PS&E) (3 copies each – 9 copies)
 - Conformed plans and specifications (3 copies & 3 CDs)
 - Engineer's report (3 copies)
8. Prepare for and attend two (2) additional meetings as requested to review the project with the project stakeholders.
9. Prepare project closeout documents.

Assumptions:

1. This is a design-bid-build project where the Engineer is providing detailed designs for public bidding purposes.
2. No environmental permits are required.
3. No permit applications or fees are required.
4. No electrical engineering or architecture design is required.

The project fee estimate is attached.

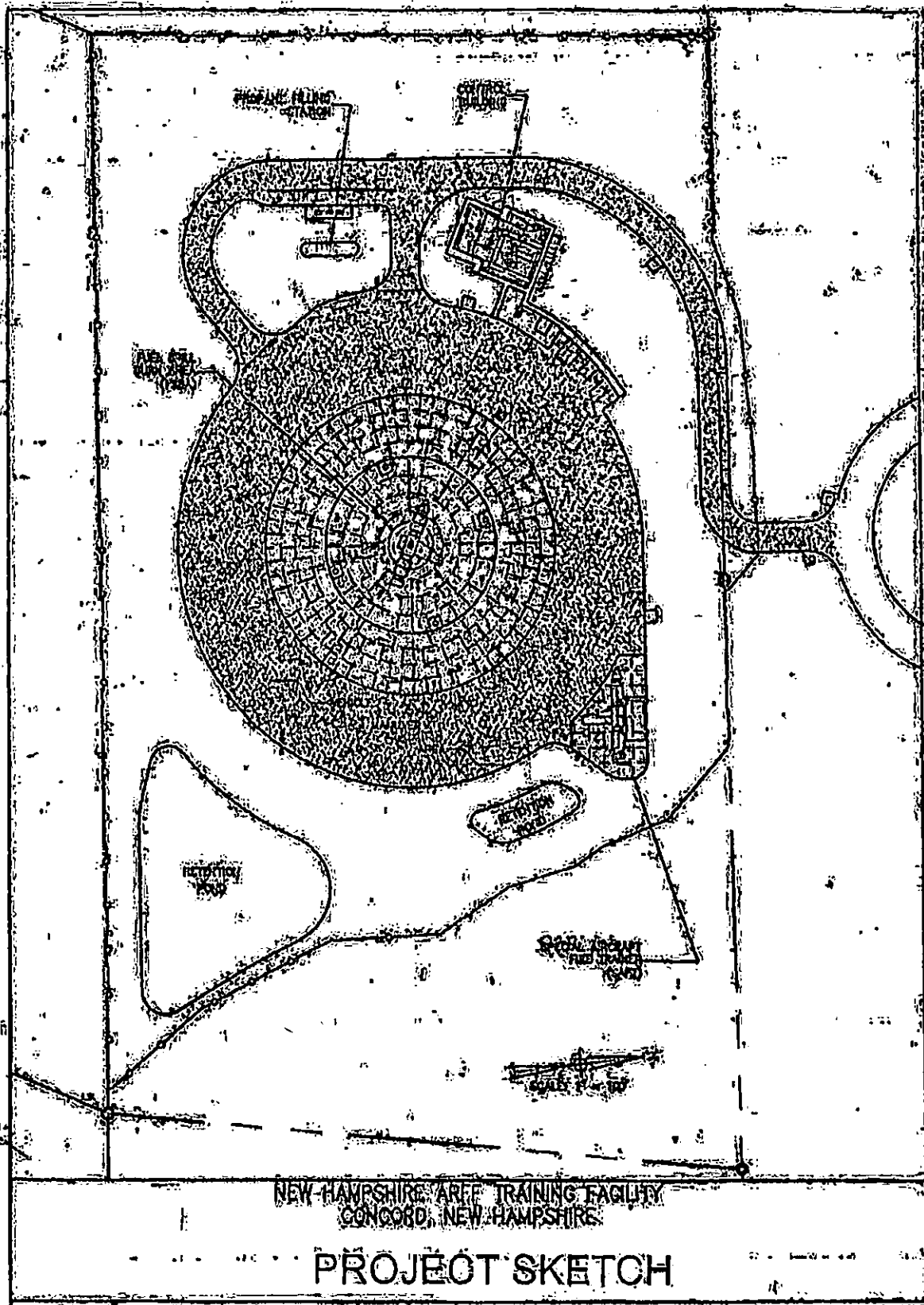
- End Project Scope -

| TASK # | TASK DESCRIPTION | ESTIMATED HOURS | | | | ESTIMATED COST | | | | TOTAL HOURS | TOTAL COST | TAXES | TOTAL COST WITH TAXES | |
|---|------------------------|-----------------|-----------|--------------|-----------|----------------|-----------|--------------|-----------|-------------|------------|-----------|-----------------------|-----------|
| | | PLANNING | DESIGN | CONSTRUCTION | OPERATION | PLANNING | DESIGN | CONSTRUCTION | OPERATION | | | | | |
| TASK 1 LOCAL EXISTING PROJECTS | | | | | | | | | | | | | | |
| 1.1 | Site Survey | | | | | | | | | | | | | |
| 1.2 | Site Visit | | | | | | | | | | | | | |
| 1.3 | Site Investigation | | | | | | | | | | | | | |
| 1.4 | Site Assessment | | | | | | | | | | | | | |
| 1.5 | Site Remediation | | | | | | | | | | | | | |
| 1.6 | Site Closure | | | | | | | | | | | | | |
| 1.7 | Site Monitoring | | | | | | | | | | | | | |
| 1.8 | Site Record | | | | | | | | | | | | | |
| TASK 2 PROJECTS AT THIS PROJECTS | | | | | | | | | | | | | | |
| 2.1 | Site Investigation | | | | | | | | | | | | | |
| 2.2 | Site Assessment | | | | | | | | | | | | | |
| 2.3 | Site Remediation | | | | | | | | | | | | | |
| 2.4 | Site Closure | | | | | | | | | | | | | |
| 2.5 | Site Monitoring | | | | | | | | | | | | | |
| 2.6 | Site Record | | | | | | | | | | | | | |
| TASK 3 DESIGN DEVELOPMENT PROJECTS | | | | | | | | | | | | | | |
| 3.1 | Design Development | | | | | | | | | | | | | |
| 3.2 | Design Development | | | | | | | | | | | | | |
| 3.3 | Design Development | | | | | | | | | | | | | |
| 3.4 | Design Development | | | | | | | | | | | | | |
| 3.5 | Design Development | | | | | | | | | | | | | |
| 3.6 | Design Development | | | | | | | | | | | | | |
| 3.7 | Design Development | | | | | | | | | | | | | |
| 3.8 | Design Development | | | | | | | | | | | | | |
| 3.9 | Design Development | | | | | | | | | | | | | |
| 3.10 | Design Development | | | | | | | | | | | | | |
| TASK 4 DESIGN DEVELOPMENT PROJECTS | | | | | | | | | | | | | | |
| 4.1 | Design Development | | | | | | | | | | | | | |
| 4.2 | Design Development | | | | | | | | | | | | | |
| 4.3 | Design Development | | | | | | | | | | | | | |
| 4.4 | Design Development | | | | | | | | | | | | | |
| 4.5 | Design Development | | | | | | | | | | | | | |
| 4.6 | Design Development | | | | | | | | | | | | | |
| 4.7 | Design Development | | | | | | | | | | | | | |
| 4.8 | Design Development | | | | | | | | | | | | | |
| 4.9 | Design Development | | | | | | | | | | | | | |
| 4.10 | Design Development | | | | | | | | | | | | | |
| TASK 5 PROJECT ADMINISTRATION | | | | | | | | | | | | | | |
| 5.1 | Project Administration | | | | | | | | | | | | | |
| 5.2 | Project Administration | | | | | | | | | | | | | |
| 5.3 | Project Administration | | | | | | | | | | | | | |
| 5.4 | Project Administration | | | | | | | | | | | | | |
| 5.5 | Project Administration | | | | | | | | | | | | | |
| 5.6 | Project Administration | | | | | | | | | | | | | |
| 5.7 | Project Administration | | | | | | | | | | | | | |
| 5.8 | Project Administration | | | | | | | | | | | | | |
| 5.9 | Project Administration | | | | | | | | | | | | | |
| 5.10 | Project Administration | | | | | | | | | | | | | |
| TOTAL HOURS | | | | | | | | | | | | | | |
| | | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 |
| TOTAL COST | | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 |
| Subcontractors | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Direct Expenses | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Subcontractors & Expenses Subtotal | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL FREE (WITHOUT TASK 3 OPTION) | | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 |

| TASK # | TASK DESCRIPTION | ESTIMATED HOURS | | | | ESTIMATED COST | | | | TOTAL HOURS | TOTAL COST | TAXES | TOTAL COST WITH TAXES | |
|---|--------------------|-----------------|-----------|--------------|-----------|----------------|-----------|--------------|-----------|-------------|------------|-----------|-----------------------|-----------|
| | | PLANNING | DESIGN | CONSTRUCTION | OPERATION | PLANNING | DESIGN | CONSTRUCTION | OPERATION | | | | | |
| TASK 3 OPTION - ALTERNATE PROJECTS | | | | | | | | | | | | | | |
| 3.1 | Design Development | | | | | | | | | | | | | |
| 3.2 | Design Development | | | | | | | | | | | | | |
| 3.3 | Design Development | | | | | | | | | | | | | |
| 3.4 | Design Development | | | | | | | | | | | | | |
| 3.5 | Design Development | | | | | | | | | | | | | |
| 3.6 | Design Development | | | | | | | | | | | | | |
| 3.7 | Design Development | | | | | | | | | | | | | |
| 3.8 | Design Development | | | | | | | | | | | | | |
| 3.9 | Design Development | | | | | | | | | | | | | |
| 3.10 | Design Development | | | | | | | | | | | | | |
| TOTAL HOURS | | | | | | | | | | | | | | |
| | | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 |
| TOTAL COST | | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 |
| Subcontractors | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Direct Expenses | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Subcontractors & Expenses Subtotal | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL FREE TASK 3 OPTION | | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 |

TOTAL FREE (WITHOUT TASK 3 OPTION) \$100,000.00
TOTAL PER TASK 3 OPTION \$35,100.00
TOTAL \$135,100.00

Appendix 4
Project Sketch

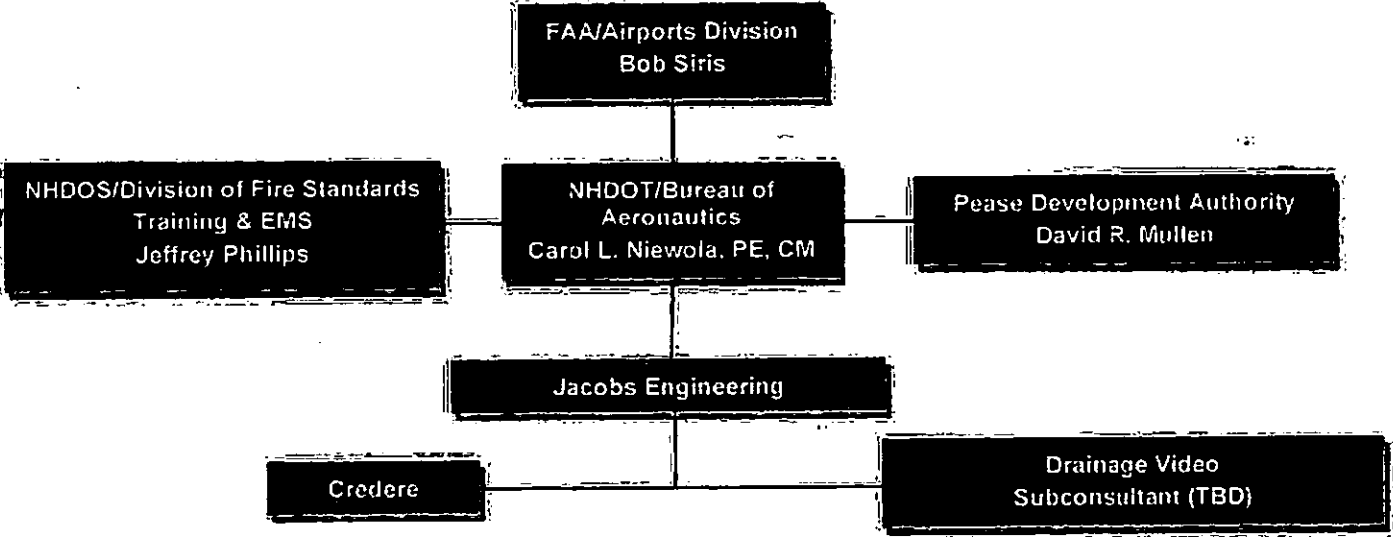


Appendix 5
Organizational Chart

The New Hampshire Fire Training Academy, Concord, NH

Phase 1 – Design Only – Upgrade Fire Trainer Burn Pit

AIP 3-33-0016-TBD-2018
Project Organizational Chart





Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: NHDOT, PDA, NHDOS

Airport: NH ARFF Training Facility

Project Number: 3-33-0016-TBD-2018

Description of Work: Phase 1 Design Only - Upgrade Fire Trainer Burn Pit

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

Location 2 (if applicable)

Name of Location: Jacobs Engineering Group
Address: 2 Executive Park Drive, Suite 205, Bedford, NH 03110

Location 3 (if applicable)

Name of Location: New Hampshire Department of Safety
Address: 98 Smokey Bear Boulevard, Concord, NH 03301

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

Sponsor's Certification

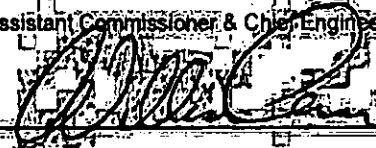
I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 14 day of May, 2018

Name of Sponsor: New Hampshire Department of Transportation

Name of Sponsor's Authorized Official: William J. Cass

Title of Sponsor's Authorized Official: Assistant Commissioner & Chief Engineer

Signature of Sponsor's Authorized Official: 

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

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: NHDOT, PDA, NHDOS

Airport: NH ARFF Training Facility

Project Number: 3-33-0016-TBD-2018

Description of Work: Phase 1 Design Only - Upgrade Fire Trainer Burn Pit

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 it 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.

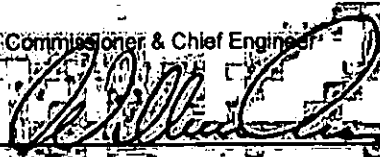
Executed on this 14 day of MAY, 2018

Name of Sponsor: New Hampshire Department of Transportation

Name of Sponsor's Authorized Official: William J. Cass

Title of Sponsor's Authorized Official: Assistant Commissioner & Chief Engineer

Signature of Sponsor's Authorized Official:



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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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


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

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

Statement for Loan Guarantees and Loan Insurance

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

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

| | |
|---|-----------------------------------|
| * APPLICANT'S ORGANIZATION New Hampshire Department of Transportation | |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| Prefix: Mr. | * First Name: William |
| * Last Name: Cass | Middle Name: <input type="text"/> |
| * Title: Assistant Commissioner & Chief Engineer | Suffix: <input type="text"/> |
| * SIGNATURE:  | * DATE: 5/14/13 |

Appendix 1

Sponsors Certification Forms



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: NHDOT, PDA, NHDOS

Airport: NH ARFF Training Facility

Project Number: 3-33-0016-TBD-2018

Description of Work: Phase 1 Design Only - Upgrade Fire Trainer Burn Pit

Application

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

Certification Statements

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

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

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

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

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

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 foregoing 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 May, 2018

Name of Sponsor: New Hampshire Department of Transportation

Name of Sponsor's Authorized Official: William J. Cass

Title of Sponsor's Authorized Official: Assistant Commissioner & Chief Engineer

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: NHDOT, PDA, NHDOS

Airport: NH ARFF Training Facility

Project Number: 3-33-0016-TBD-2018

Description of Work: Phase 1 Design Only - Upgrade Fire Trainer Bum Pit

Application

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

Certification Statements

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

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

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

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

Yes No N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

Yes No N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

Yes No N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

Yes No N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

Yes No N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

Yes No N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

Yes No N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

Yes No N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

Yes No N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

Yes No N/A

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

Yes No N/A

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

Yes No N/A

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

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

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 14 day of MAY, 2018

Name of Sponsor: New Hampshire Department of Transportation

Name of Sponsor's Authorized Official: William J. Cass

Title of Sponsor's Authorized Official: Assistant Commissioner & Chief Engineer

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: NHDOT, PDA, NHDOS

Airport: NH ARFF Training Facility

Project Number: 3-33-0016-TBD-2018

Description of Work: Phase 1 Design Only - Upgrade Fire Trainer Burn Pit

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

Yes No N/A

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

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

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

Yes No N/A

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

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this 14 day of MAY, 2018

Name of Sponsor: New Hampshire Department of Transportation

Name of Sponsor's Authorized Official: William J. Cass

Title of Sponsor's Authorized Official: Assistant Commissioner & Chief Engineer

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 / AC Checklist



**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. Powerplant 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.
- 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 02/20/2018 (the latest approved version as of this grant offer) and included in this grant, and in accordance

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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



FAA
Airports

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

Updated: 2/20/2018

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

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

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

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

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

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

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

11/15/03
11/15/03
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11/15/03

11/15/03

Appendix 3
Engineer's Scope and Fee



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



17

VICTORIA F. SHEKHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Aeronautics

August 22, 2016

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Jacobs Engineering Group, Inc., Bedford, NH and Pasadena CA, Vendor #176231, for a total amount not to exceed \$500,000, for on-call aviation planning, engineering, and technical support services for various aviation projects statewide, effective upon Governor and Council approval through July 1, 2021. 90% Federal Funds, 10% General Funds.

Funds to support this request are available in the following account in State FY 2017, and are contingent upon the availability and continued appropriation of funds in FY 2018 and FY 2019, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

Table with 4 columns: Account Number, FY 2017, FY 2018, FY 2019. Row 1: 04-096-096-960030-7976, FAA Projects, 034-500152 Design/Study, \$50,000, \$250,000, \$200,000.

The FAA Projects Fund, AU 7976, is utilized at this time to encumber funds for this request. Actual funding sources will be determined within Fund 30 by each particular project incurring expenses as a result of this request.

EXPLANATION

The Department's Bureau of Aeronautics requires on-call aviation planning, engineering, and technical support services for various aviation projects located throughout the State. Anticipated service needs could consist of: (1) continuing the existing pavement maintenance and evaluation program at the nine general aviation airports in the NPIAS program, (2) implementing the recommendations from the New Hampshire State Aviation System Plan, (3) updating or development of the software for the state aviation system database, (4) aircraft rescue and firefighting facility or system improvements, (5) various environmental studies serving the needs of New Hampshire's NPIAS airports, (6) obstruction evaluations or airport airspace analyses or construction documentation serving the needs of New Hampshire's NPIAS airports, (7) technical writing assignments that may include preparation of reports, specifications, procedures, etc. (8) assisting the Department in the public involvement process, and/or (9) any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-1:22, 21-1:22-c and 21-1:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Statewide On-Call Aviation Planning and Engineering Services. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on February 11, 2016, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on March 10, 2016 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on March 28, 2016 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms' technical proposals on May 12, 2016 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of the Assistant Commissioner's approval, the short-listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of seven consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm

Airport Solutions Group, LLC
DuBols & King Inc.
Gale Associates, Inc.
Hoyle, Tanner & Associates, Inc.
Jacobs Engineering Group Inc.
McFarland-Johnson, Inc.
Stantec Consulting Services Inc.

Office Location

Burlington, MA
Laconia, NH
Bedford, NH
Manchester, NH
Bedford, NH
Concord, NH
Scarborough, ME

The firm of Jacobs Engineering Group, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Jacobs Engineering Group, Inc. has agreed to furnish the on-call services for a total amount not to exceed \$500,000. The cost for Specific Project Agreements assigned under this contract will be negotiated and use of a modified cost plus fixed fee or lump sum method of compensation will be determined based on the complexity and scope of engineering and technical services required. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Aviation System Planning & Engineering Services) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,



Victoria F. Sheehan
 Commissioner

Attachments

PROJECT: Statewide On-Call Aviation Planning and Engineering Services

DESCRIPTION: One Statewide On-Call Aviation Planning and Engineering Services agreement, anticipated to have a maximum value of \$500,000 and up to a five-year term, is needed to provide aviation planning and engineering services for various aviation projects located throughout the State. Anticipated service needs could consist of: a continuation of the existing pavement maintenance and evaluation program at the nine general aviation airports in the NPIAS program, an implementation of the recommendations from the New Hampshire State Aviation System Plan, update or development of the software for the state aviation system database, aircraft rescue and firefighting facility or system improvements, various environmental studies serving the needs of New Hampshire's NPIAS airports, obstruction evaluations or airport airspace analyses or construction documentation serving the needs of New Hampshire's NPIAS airports, and/or any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities technical writing assignments that may include preparation of reports, specifications, procedures, etc. assist the Department in the public involvement process.

Services Required: AERO, AMAP, CIVL, CMGT, ELEC, ENV, GEOT, MECH, PLAN, SOFT, SURV, TEST

SUMMARY

| | | | | | | | | |
|----------------------------------|---|---|---|---|---|---|--|----|
| Airport Solutions Group, LLC | 3 | 3 | 3 | 3 | 3 | 3 | | 18 |
| Hoyle, Tanner & Associates, Inc. | 2 | 2 | 2 | 2 | 2 | 1 | | 11 |
| Jacobs Engineering Group, Inc. | 1 | 1 | 1 | 1 | 1 | 2 | | 7 |

EVALUATION OF TECHNICAL PROPOSALS

| Rating Considerations | WEIGHT | Scoring of Firms | | |
|--|-------------|------------------------------|----------------------------------|--------------------------------|
| | | Airport Solutions Group, LLC | Hoyle, Tanner & Associates, Inc. | Jacobs Engineering Group, Inc. |
| Comprehension of the Assignment | 20% | 18 | 18 | 18 |
| Clarity of the Proposal | 20% | 16 | 17 | 17 |
| Capacity to Perform in a Timely Manner | 20% | 17 | 17 | 18 |
| Quality & Experience of Project Manager/Team | 20% | 16 | 18 | 20 |
| Previous Performance | 10% | 7 | 9 | 10 |
| Overall Suitability for the Assignment* | 100% | 77 | 81 | 93 |
| Total | 100% | 81 | 87 | 92 |

*Includes: Proximity to project; usage, quality and experience of subcontractors proposed; relationships with municipalities or other third party.

- Ranking of Firms:
1. Jacobs
 2. HTA
 3. ASG

| Rating Considerations | WEIGHT | Scoring of Firms | | |
|--|-------------|------------------------------|----------------------------------|--------------------------------|
| | | Airport Solutions Group, LLC | Hoyle, Tanner & Associates, Inc. | Jacobs Engineering Group, Inc. |
| Comprehension of the Assignment | 20% | 17 | 18 | 19 |
| Clarity of the Proposal | 20% | 17 | 17 | 17 |
| Capacity to Perform in a Timely Manner | 20% | 10 | 20 | 20 |
| Quality & Experience of Project Manager/Team | 20% | 17 | 19 | 19 |
| Previous Performance | 10% | 7 | 9 | 10 |
| Overall Suitability for the Assignment* | 100% | 9 | 10 | 10 |
| Total | 100% | 185 | 93 | 95 |

*Includes: Proximity to project; usage, quality and experience of subcontractors proposed; relationships with municipalities or other third party.

- Ranking of Firms:
1. Jacobs
 2. HTA
 3. ASG

EVALUATION OF TECHNICAL PROPOSALS (continued)

| Rating Considerations: | Scoring of Firms | | | |
|--|----------------------------|-----------------------------|----------------------------------|--------------------------------|
| | W B I O H T | Alpert Solutions Group, LLC | Hoyle, Tanner & Associates, Inc. | Jacobs Engineering Group, Inc. |
| Comprehension of the Assignment | 20% | 16 | 18 | 16 |
| Clarity of the Proposal | 20% | 15 | 17 | 17 |
| Capacity to Perform in a Timely Manner | 20% | 16 | 17 | 16 |
| Quality & Experience of Project Manager/Team | 20% | 16 | 18 | 19 |
| Previous Performance | 10% | 6 | 8 | 9 |
| Overall Suitability for the Assignment* | 100% | 7 | 9 | 9 |
| Total | 100% | 72 | 87 | 90 |

*Includes: Proximity to project; usage, quality and experience of subcontractors proposed; retail municipalities or other third party.

- Ranking of Firms:
1. WBIOTH
 2. HTA
 3. ASG

| Rating Considerations | Scoring of Firms | | | |
|--|----------------------------|-----------------------------|----------------------------------|--------------------------------|
| | W B I O H T | Alpert Solutions Group, LLC | Hoyle, Tanner & Associates, Inc. | Jacobs Engineering Group, Inc. |
| Comprehension of the Assignment | 20% | 16 | 17 | 18 |
| Clarity of the Proposal | 20% | 15 | 15 | 15 |
| Capacity to Perform in a Timely Manner | 20% | 17 | 18 | 18 |
| Quality & Experience of Project Manager/Team | 20% | 18 | 18 | 19 |
| Previous Performance | 10% | 7 | 7 | 8 |
| Overall Suitability for the Assignment* | 100% | 6 | 7 | 8 |
| Total | 100% | 79 | 82 | 86 |

*Includes: Proximity to project; usage, quality and experience of subcontractors proposed; retail municipalities or other third party.

- Ranking of Firms:
1. Jacobs
 2. HTA
 3. ASG

| Rating Considerations: | Scoring of Firms | | | |
|--|----------------------------|-----------------------------|----------------------------------|--------------------------------|
| | W B I O H T | Alpert Solutions Group, LLC | Hoyle, Tanner & Associates, Inc. | Jacobs Engineering Group, Inc. |
| Comprehension of the Assignment | 20% | 15 | 18 | 18 |
| Clarity of the Proposal | 20% | 15 | 18 | 18 |
| Capacity to Perform in a Timely Manner | 20% | 15 | 18 | 18 |
| Quality & Experience of Project Manager/Team | 20% | 18 | 18 | 18 |
| Previous Performance | 10% | 8 | 9 | 9 |
| Overall Suitability for the Assignment* | 100% | 7 | 18 | 9 |
| Total | 100% | 84 | 89 | 90 |

*Includes: Proximity to project; usage, quality and experience of subcontractors proposed; retail municipalities or other third party.

- Ranking of Firms:
1. Jacobs Engineering Group, Inc.
 2. Hoyle, Tanner & Associates, Inc.
 3. Alpert Solutions Group, LLC

| Rating Considerations | Scoring of Firms | | | |
|--|----------------------------|-----------------------------|----------------------------------|--------------------------------|
| | W B I O H T | Alpert Solutions Group, LLC | Hoyle, Tanner & Associates, Inc. | Jacobs Engineering Group, Inc. |
| Comprehension of the Assignment | 20% | 18 | 17 | 17 |
| Clarity of the Proposal | 20% | 16 | 18 | 17 |
| Capacity to Perform in a Timely Manner | 20% | 17 | 18 | 18 |
| Quality & Experience of Project Manager/Team | 20% | 19 | 17 | 17 |
| Previous Performance | 10% | 6 | 8 | 9 |
| Overall Suitability for the Assignment* | 100% | 9 | 9 | 8 |
| Total | 100% | 85 | 87 | 86 |

*Includes: Proximity to project; usage, quality and experience of subcontractors proposed; retail municipalities or other third party.

- Ranking of Firms:
1. HTA
 2. Jacobs
 3. ASG

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER: (If any)

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

| | | | | |
|---|-----------------|--|--|---|
| 2a. FIRM (OR BRANCH OFFICE) NAME Jacobs Engineering Group Inc. | | | 3. YEAR ESTABLISHED 2008 (See Box 8a-8c below) | 4. DUNS NUMBER 809215697 |
| 2b. STREET 2 Executive Park Drive | | | 5. OWNERSHIP | |
| 2c. CITY Bedford | 2d. STATE NH | 2e. ZIP CODE 03110 | a. TYPE Corporation | |
| 16a. POINT OF CONTACT NAME AND TITLE Robert R. Prud'homme, PE, Senior Project manager | | | b. SMALL-BUSINESS STATUS No | |
| 16b. TELEPHONE NUMBER 603-666-7181 | | 16c. E-MAIL ADDRESS Robert.Prudhomme@jacobs.com | | |
| 7a. FORMER FIRM NAME(S) (If any) Edwards and Kelcey, Inc. (Acquired by Jacobs in 2007) Jacobs Engineering Group Inc. (Company Headquarters) | | | 7b. YR. ESTABLISHED 1946 1947 | 7c. DUNS NUMBER 984892384 074103508 |



12-10-15

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL/AVERAGE REVENUE FOR LAST 5 YEARS

| a. Function Code | b. Discipline | c. No. of Employees | | a. Profile Code | b. Experience | c. Revenue Index Number (see below) |
|------------------|-------------------------------|---------------------|------------|-----------------|--|-------------------------------------|
| | | (1) FIRM | (2) BRANCH | | | |
| 08 | CADD Technician | 241 | 1 | A05 | Airports; Navals; Airport Lighting; Aircraft | 1 |
| 12 | Civil Engineers | 599 | 9 | A06 | Airports; Terminals; & Hangars; Freight | 4 |
| 13 | Communications Engineer | 13 | 0 | B02 | Bridges | 2 |
| 15 | Construction Inspectors | 188 | 2 | C12 | Communications Systems; TV; Microwave | 2 |
| 18 | Construction Managers | 1001 | 1 | C15 | Construction Management | 1 |
| 18 | Cost Engineers/Estimators | 382 | 0 | D04 | Design-Build; Preparation of RFPs | 1 |
| 20 | Economists | 25 | 0 | E03 | Electrical Studies and Designs | 2 |
| 20 | Electrical Engineers | 1225 | 2 | EO9 | Environmental Impact Studies; Assessments | 3 |
| 20 | Electronics Engineers | 312 | 0 | E10 | Environmental & Natural Resource Mapping | 1 |
| 23 | Environmental Engineers | 142 | 2 | G01 | Garages; Vehicle Maint. Facilities; Parking | 1 |
| 24 | Environmental Scientists | 129 | 0 | H07 | Highways; Streets; Airfield Paving; Parking | 16 |
| 27 | Foundation/Geotechnical Engrs | 14 | 0 | I04 | Intelligent Transportation Systems | 1 |
| 29 | GIS Specialists | 9 | 0 | L06 | Lighting (Exteriors; Streets; Memorials; Etc.) | 1 |
| 42 | Mechanical Engineer | 1683 | 0 | P05 | Planning (Community; Regional; Area-wide & | 1 |
| 47 | Planners: Urban/Regional | 109 | 2 | P06 | Planning (Site; Installation; and Project) | 1 |
| 48 | Project Managers | 427 | 0 | R03 | Railroad and Rapid Transit | 1 |
| 54 | Security Specialist | 12 | 0 | R06 | Rehabilitation (Buildings; Structures; | 1 |
| 57 | Structural Engineers | 728 | 3 | S01 | Safety Engineering; Accident Studies; OSHA | 1 |
| 60 | Transportation Engineers | 204 | 1 | S05 | Soils and Geologic Studies; Foundations | 1 |
| 61 | Value Engineers | 17 | 0 | S09 | Structural Design; Special | 2 |
| | Other Employees | 58324 | 16 | S13 | Stormwater Handling & Facilities | 11 |
| | Total | 63772 | 37 | T03 | Traffic & Transportation Engineering; | 11 |
| | | | | T06 | Tunnels & Subways | 1 |

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (insert revenue index number shown at right)

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

| | |
|---------------------|---|
| a. Federal Work | 1 |
| b. Non-Federal Work | 6 |
| c. Total Work | 6 |

- 1. Less than \$100,000
- 2. \$100,000 to less than \$250,000
- 3. \$250,000 to less than \$500,000
- 4. \$500,000 to less than \$1 million
- 5. \$1 million to less than \$2 million
- 6. \$2 million to less than \$5 million
- 7. \$5 million to less than \$10 million
- 8. \$10 million to less than \$25 million
- 9. \$25 million to less than \$50 million
- 10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

| | |
|--|------------------------------|
| a. SIGNATURE | b. DATE November 19, 2015 |
| NAME AND TITLE Robert R. Prud'homme, PE, Senior Project Manager | |

**STATEWIDE ON-CALL
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

**MASTER AGREEMENT
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EXHIBITS

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ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS.
6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY/VOTE
9. SIGNATURE PAGE

**STATEWIDE ON-CALL SERVICES
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

**MASTER AGREEMENT
FOR PROFESSIONAL
AVIATION SYSTEM PLANNING & ENGINEERING SERVICES**

PREAMBLE

THIS AGREEMENT made this 16 day of June in the year 2016 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Jacobs Engineering Group, Inc., with principal place of business at 2 Executive Park Drive, in the City of Bedford, State of New Hampshire, and hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call aviation system planning and engineering services and support for various aviation projects throughout the STATE. These services are outlined in the CONSULTANT's technical proposal dated April 29, 2016 - and hourly rate schedule provided in Exhibit "B" of this AGREEMENT, which are hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. DESCRIPTION OF SERVICES

The types of services required under the terms of this AGREEMENT shall generally include, but are not necessarily limited to the following:

Provide aviation planning and engineering services for various aviation projects or phases of projects that are expected to include, but not be limited to, updating/upgrading pavement maintenance and evaluation program; update or development of software or data for New Hampshire's aviation system database; update for New Hampshire's state aviation system plan or portions thereof; improving New Hampshire aircraft rescue and firefighting training facility; preparing various environmental studies and obstructions studies; and other federally funded projects that may arise as a result of changes to the NHDOT/Bureau of Aeronautics' project priorities and funding capabilities.

B. SCOPE OF WORK

The scope of work for this master AGREEMENT is set forth in Exhibit "A" attached hereto and incorporated herein by reference. SPECIFIC PROJECT AGREEMENTS will be issued subsequent to this master AGREEMENT as funding for these projects becomes available.

C. STAFFING

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct labor wage rates prior to entering into negotiations for this AGREEMENT (refer to Exhibit "B" attached hereto). The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval the CONSULTANT shall request the substitution in writing and provide resumes for the new individuals at least 14 days in advance of the proposed substitutions, for review by the DEPARTMENT.

D. QUALITY CONTROL

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply

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with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

E. TASK ORDERS

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that will include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal that includes the names of all personnel to be assigned to the Task Order and a tentative work schedule for each Task Order assigned. The DEPARTMENT will review the CONSULTANT's proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, discuss the personnel proposed, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT's proposal by the DEPARTMENT and FAA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. A conference may be required to turn over a Task Order to the CONSULTANT.

F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish information and documentation upon request by the CONSULTANT.

G. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an-as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

The CONSULTANT shall be available to begin performance of the services designated in the AGREEMENT promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. The CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT's control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT's requirements for specific Task Orders.

The CONSULTANT's sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

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The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The schedule for submission of all reports, plans, and documents will be determined and outlined in conjunction with each project-specific scope of work and project agreement. Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review.

The CONSULTANT's Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the construction plans, reports, and any other documents, as appropriate, to be submitted to the DEPARTMENT. These stamps shall be those of professional engineers who prepared said plans, reports, or documents, or under whose direct supervisory control they were prepared.

I. DELIVERABLES

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

Electronic Transfer of Data: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version only as it applies to Autodesk's AutoCAD files (the DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/). All files submitted must be fully compatible with AutoCAD version 2007 being used by the DEPARTMENT.

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Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

Word Processing: Microsoft Word 2010 or NHDOT compatible version

Spreadsheets: Microsoft Excel 2010 or NHDOT compatible version.

Databases: Microsoft Access 2003 or NHDOT compatible version.

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

Computer File Exchange Media: Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

Copies: The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., AutoCAD (*.DWG), Microsoft Word (*.DOCX), Microsoft Excel (*.XLSX), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation, including, but not limited to, all reports, test results, drawings, plans, and all financial supporting documentation in the formats described above.

J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is July 1, 2021, unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this Agreement. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

ARTICLE II

ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES AGREEMENTS

A. AGREEMENT GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed \$500,000.00. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the \$500,000.00 total amount.)

B. METHOD OF COMPENSATION FOR TASK ORDERS

The method of compensation for Task Orders issued under this AGREEMENT will either be a Modified Cost-Plus-Fixed-Fee (not to exceed) format with method of payment as described in Section C, below, or a Lump-Sum format with method of payment as described in Section D, below.

C. MODIFIED COST-PLUS-FIXED-FEE FORMAT

The following costing items are incorporated as part of this AGREEMENT:

1. Task Order Cost - The negotiated not-to-exceed cost of each modified cost-plus-fixed-fee format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate for the current contract period, and the other factors (fixed fee, direct expenses, and subconsultant costs) as follows:

$$\begin{aligned} & \text{Labor Costs (Sum of negotiated hours x contract labor rates)} \\ + & \text{ Fixed Fee (negotiated amount)} \\ + & \text{ Direct Expenses (estimated amount)} \\ + & \text{ Subconsultant Costs (estimated amount or lump sum)} \\ \hline = & \text{ Task Order Cost} \end{aligned}$$

2. Contract Labor Rates - The contract labor rates will be the total hourly wage for each labor classification including overhead and annual contract adjustment rate (when applicable) as follows:

$$\begin{aligned} & \text{Direct Labor Rate (\$/hr)} \\ + & \text{ Direct Labor Rate x Overhead Rate (\%)} \\ \hline = & \text{ Contract Labor Rate (\$/hr) for Base Period (CLRBP)} \end{aligned}$$

$\text{CLRBP} \times \text{Annual Contract Adjustment Rate (\%)} = \text{Contract Labor Rate for Contract Period 2 (CLRCP2)}$

$\text{CLRCP2} \times \text{Annual Contract Adjustment Rate (\%)} = \text{Contract Labor Rate for Contract Period 3 (CLRCP3)*}$

*Same formula for additional contract periods, when applicable.

The contract labor rates will be a firm-fixed-price per contract period. The originally negotiated contract labor rates for the labor classifications included in this AGREEMENT shall remain in effect for a one-year base period from the date that this AGREEMENT becomes effective. The rates for

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subsequent one-year periods include an annual contract adjustment rate. However, contract labor rates that are in effect at the time a particular Task Order is issued shall remain effective throughout the duration of that Task Order and shall apply to all amendments issued for the Task Order. The contract labor rates for a Task Order will not be adjusted for the annual contract adjustment rate if the contract year changes during the duration of the Task Order.

(The annual contract adjustment rate is set by the DEPARTMENT's Consultant Selection Committee at their first meeting in January of each year and will be used for all On-Call contracts negotiated during that calendar year.)

In the event that the Completion Date for this AGREEMENT is extended for a period of six months or less, either in accordance with the provisions included in Article I, Section J - Date of Completion, or by an amendment to the AGREEMENT, the contract labor rates for the last Contract Period shall remain in effect. For an extension to the Completion Date of this AGREEMENT for a period of longer than 6 months, the annual contract adjustment rate shall apply and an additional Contract Period will be established.

In accordance with DEPARTMENT policy, the maximum direct labor rate allowed for all labor classifications under this AGREEMENT shall be \$60.00 per hour (including the annual contract adjustment rate) for the life of the Contract. See Exhibit B for a listing of the agreed upon direct labor and Contract Labor Rates for this AGREEMENT. In the event the DEPARTMENT modifies its maximum allowable direct labor rate policy during the course of this contract, the DEPARTMENT, at its discretion, can allow the modified maximum labor rate.

3. Annual Contract Adjustment Rate - The Contract Labor Rates for each one-year contract period after the initial contract base period shall include an annual contract adjustment rate. For this AGREEMENT, the annual contract adjustment rate for each one-year Contract Period after the initial base period is 3.0%.
4. Overhead Factor - The negotiated overhead factor shall remain fixed at that rate for the life of the Contract and shall not be subject to change as a result of a final audit. The negotiated overhead factor used in this AGREEMENT is listed in Exhibit "B" herein.
5. Fixed Fee - A fixed fee for profit and non-reimbursed costs shall be a negotiated amount for each Task Order based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead)]. The fixed fee may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the fixed fee shall be documented in writing by a DEPARTMENT Bureau-level amendment. Upon satisfactory completion of the Task Order, the CONSULTANT will be paid the originally-negotiated or amended amount of the fixed fee, regardless of whether the actual number of hours used to complete the Task Order is less or more than the originally-negotiated or

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amended number of hours.

6. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions, and travel not included in normal overhead expenses whether performed by the CONSULTANT or other parties and shall be billed at actual cost. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANTS established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

7. **Subconsultant Costs** -- Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount.

D. **LUMP-SUM FORMAT**

1. **Task Order Cost** - The negotiated total amount of each lump-sum format Task Order will be considered full compensation for all services for the Task Order performed to the satisfaction of the DEPARTMENT. Said lump-sum amount includes all labor, overhead, profit (maximum 15.00% of total labor + total overhead based on the estimated risk to be borne by the CONSULTANT), direct expenses, and subconsultant costs. The lump-sum amount may only be adjusted (increased or decreased) if there is a significant change in the scope or character of the work, as determined by the DEPARTMENT. Any change to the lump-sum amount shall be documented in writing by a DEPARTMENT Bureau-level amendment.

E. **SUBCONSULTANT SUPPORTING SERVICES**

The subconsultant firms and their proposed services are included in this AGREEMENT are listed in Exhibit C of this AGREEMENT.

F. **INVOICING and PAYMENT**

The CONSULTANT shall submit two copies of invoices to the DEPARTMENT containing the following:

- (a) Task Order number, project name and number (if applicable);
- (b) Number, description, and cost of each item being billed (modified cost-plus-fixed-fee format);
- (c) Quantity delivered/Percentage completed this billing period of each item being billed;
- (d) Amount due for each item being billed (modified cost-plus-fixed-fee format);
- (e) Invoice amount/Total due
- (f) Amount billed through this invoice (contract cumulative)
- (g) Percentage of contract complete

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The DEPARTMENT will compensate the CONSULTANT the amount agreed to for said Task Order upon the satisfactory completion and acceptance of the work. Payments will be made upon approval of the submittals/deliverables by the DEPARTMENT. The CONSULTANT may request partial payment for each separate Task Order, provided that no successive request for partial payment is submitted closer than 28 days. A progress report, a proper invoice, and, if requested by the DEPARTMENT, a copy of the plans and other supporting data, shall be submitted with each request for partial payment. A progress report shall be prepared and submitted by the CONSULTANT every thirty (30) days with each invoice requesting a partial payment for all Task Orders that exceed 60 days in length. The fixed fee invoiced amounts for a modified cost-plus-fixed-fee format Task Order shall be based upon the overall percentage complete of the Task Order scope of work as approved by the DEPARTMENT. Upon satisfactory completion and acceptance of the work for each individual Task Order, the CONSULTANT may submit a proper invoice to request final payment.

G. RECORDS - REPORTS

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Aviation Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A - Agreement General Fee. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with this AGREEMENT including the recording and filing of surveys and plans, enter into all necessary agreements with railroads, public entities, municipalities, agencies of the federal government or others.

B. CONTRACT PROPOSALS

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities and unit cost by items, the DEPARTMENT will prepare the documents for receipt of proposals from construction contractors and for execution of a construction contract or contracts.

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(Revised 03/24/10)

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the advisory circulars listed in the current FAA Advisory Circulars for Airport Improvement Projects dated December 31, 2015, or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

B. REVIEW BY STATE AND FAA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection by duly-authorized representatives of the STATE and Federal Aviation Administration, United States Department of Transportation, at such time or times as the STATE or Federal Aviation Administration deems appropriate.

The location of the CONSULTANT'S office where the work will be available for inspection by STATE and FAA representatives is 2 Executive Park Drive, Bedford, New Hampshire, 03110.

It is further mutually agreed that any party, including the duly-authorized representatives of the FAA, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments 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 terminate this AGREEMENT.

2. Termination

The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this

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AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employees, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports, or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefor except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering, or other factors specifically approved, thereby necessitating revisions of the contract plans or documents; or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work); or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the

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CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval by the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. OWNERSHIP OF PLANS

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports, or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report, or document which shall have been collected, prepared, or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

G. SUBLETTING

The CONSULTANT shall not sublet, assign, or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant." For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland

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evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT's files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE, and local laws and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad, and utility agencies whose facilities and services may be affected by the construction of the proposed projects. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to annul this AGREEMENT without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. CONTRACTUAL RELATIONS

1. Independent Contractor

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its subconsultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury; and/or, (ii) misconduct or wrongdoing of the CONSULTANT or its subconsultants in the performance of this AGREEMENT.

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b. Professional Liability Indemnification

The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its subconsultants in the performance of professional services covered by this AGREEMENT.

- c. These covenants shall survive the termination of the 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 by the STATE.

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$250,000 per occurrence and \$2,000,000 in the aggregate (STATE to be named as an additional insured); and
2. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than \$500,000 combined single limit; and
3. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and
4. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible), and cancellation clause prior to submittal of the

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AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights:

It is not intended by any of the provisions of the AGREEMENT to make the public, or any member thereof, a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The duties, obligations, and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

K. AGREEMENT MODIFICATION

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that one or more of the completion dates specified in this AGREEMENT cannot be complied with, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS)

COMPLIANCE

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when

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the AGREEMENT covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- (4) Information and Reports: The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT of the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancelling, terminating, or suspending the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Aviation Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor

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REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the Acts, Regulations, and directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the DEPARTMENT to enter into any litigation to protect the interests of the DEPARTMENT. In addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS.

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation: The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or

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national origin in the award and performance of agreements financed in whole or in part with Federal funds.

3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above, shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.
4. Contract Assurance (§26.13). The CONSULTANT or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the DEPARTMENT deems appropriate.
5. Prompt Payment (§26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than forty-five (45) days from the receipt of each payment the prime contractor receives from DEPARTMENT. The prime contractor agrees further to return retainage payments to each subcontractor within forty-five (45) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DEPARTMENT. This clause applies to both DBE and non-DBE subcontractors.

O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Aviation Administration. This shall include preparation of progress reports, plans, specifications, and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

P. CLEAN AIR AND WATER ACTS

If the amount of the AGREEMENT or subcontract thereunder exceeds \$150,000, the CONSULTANT or subconsultant agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The CONSULTANT agrees to report any violation to the DEPARTMENT immediately upon discovery. The DEPARTMENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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Q. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 -- GENERAL CIVIL RIGHTS PROVISIONS

The CONSULTANT assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the DEPARTMENT or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the DEPARTMENT or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

R. RIGHTS TO INVENTIONS.

All rights to inventions and materials generated under this AGREEMENT are subject to regulations issued by the FAA and the DEPARTMENT.

S. TRADE RESTRICTION CLAUSE.

The CONSULTANT or its subconsultants, by submission of an offer and/or execution of this AGREEMENT, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the U.S. Secretary of Transportation in accordance with 49 CFR 30.47, no contract shall be awarded to a contractor or subcontractor who is unable to certify

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to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the DEPARTMENT, cancellation of the AGREEMENT at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the DEPARTMENT if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the DEPARTMENT, cancellation of the AGREEMENT or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

11th June 2016
(Date)

David M. Chamberlain
(Signature)

David M. Chamberlain
CONSULTANT: Jacobs Engineering Group, Inc.

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Manager and duly-authorized representative of the firm of Jacobs Engineering Group, Inc., and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT,
- (b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

The above CONSULTANT further agrees by signing this certification that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Aviation Administration, U. S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid aviation funds, and is subject to applicable State and Federal laws, both criminal and civil.

16 June 2016
(Date)


(Signature)

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Director of the Division of Aeronautics, Rail, & Transit of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this AGREEMENT, to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

8/26/16

(Date)



(Signature)

Patrick C. Hérlivy

(Name)

**CERTIFICATION FOR FEDERAL-AID CONTRACTS
EXCEEDING \$100,000 IN FEDERAL FUNDS**

The prospective participant certifies, by signing and submitting this agreement, 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 any Federal 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 Federal 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 Form to Report Lobbying," in accordance with its instructions.

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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

16 June 2016
(Date)


(Signature)

David M. Chamberlain

HAMPSHIRE (a.k.a. Certificate of Good Standing)

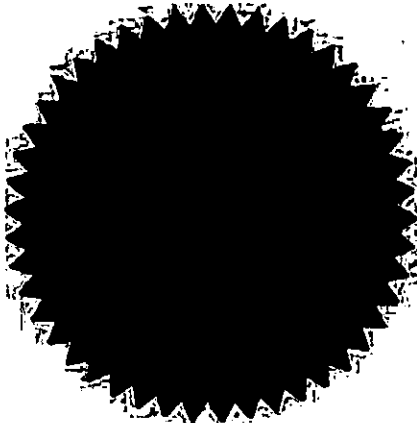
STATE OF NEW HAMPSHIRE CERTIFICATE OF AUTHORITY TO DO BUSINESS IN NEW

CONSULTANT TO INSERT HERE

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JACOBS ENGINEERING GROUP INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 30, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of July, A.D. 2016

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CONSULTANT TO INSERT HERE:

INSURANCE CERTIFICATE(S)

- *General Liability Insurance*
- *Automobile Insurance*
- *Professional Liability Insurance*
- *Workers' Compensation and Employer Liability Insurance*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2016

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

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

| | |
|--|---|
| PRODUCER LIC #0637153 Marsh Risk & Insurance Services CIRTB.Support@internal.jacobs.com 777 B. Figueroa Street Los Angeles, CA 90017-5822 | 1-212-948-1306 CONTACT NAME: PHONE (AC No. Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC #: INSURER A: ACE AMER INS CO 226671 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
|--|---|

INSURED: Jacobs Engineering Group, Inc.
 155 North Lake Avenue, 9th Floor
 Pasadena, CA 91101

COVERAGES: CERTIFICATE NUMBER: 47350885 REVISION NUMBER:

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

| NR | TYPE OF INSURANCE | ADDL SUBR | POLICY NUMBER | POLICY EFF | POLICY EXP | LIMITS |
|-----|---|-----------|---|----------------------------------|----------------------------------|---|
| LTR | | INSD | | (MM/DD/YYYY) | (MM/DD/YYYY) | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | EDD 027853766 | 07/01/16 | 07/01/17 | EACH OCCURRENCE \$250,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$250,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMMOD AGG \$250,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HERED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB / EXCESS LIAB) <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$: | | ISA H09042390 | 07/01/16 | 07/01/17 | COMBINED SINGLE LIMIT (EA accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Necessary to MH) DESCRIPTION OF OPERATIONS below: | Y/N N/A | BCP C48605291 (WI) WLR C4860528A (AOS) WCO C4860528A (LA, OR, TD) | 07/01/16 07/01/16 07/01/16 | 07/01/17 07/01/17 07/01/17 | <input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000 PER CLAIM/PER AGG 2,000,000 AGGREGATE DEFENSE INCLUDED: |
| A | <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY "CLAIMS MADE" | | EON 021655065-007 | 07/01/16 | 07/01/17 | PER CLAIM/PER AGG 2,000,000 AGGREGATE DEFENSE INCLUDED: |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):
 PROJECT MGR: John Corhan. CONTRACT MGR: Michael Berry. RE: Master Agreement for Professional Aviation System Planning & Engineering Services. CONTRACT END DATE: 7/1/2021. SECTOR: Public. *\$2,150,000 SIR for states of: LA, OR, TX. State of New Hampshire Department of Transportation is added as an additional insured for general liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Deductible of \$75,000 included for Professional Liability. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

| | |
|---|--|
| CERTIFICATE HOLDER: State of New Hampshire Department of Transportation 100 O. Morton Building Basin Drive Concord, NH 03302-0493 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

CANCELLATION -- NOTICE TO ADDITIONAL INTERESTS

| | | | |
|--|-----------------------------------|--|----------------------------------|
| Named Insured Jacobs Engineering Group, Inc. | | | Endorsement Number 100 |
| Policy Symbol HDO | Policy Number G27853766 | 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.

This Endorsement modifies insurance provided under the following:

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

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

Schedule:

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

Name:
Address:

Name:
Address:

Name:
Address:

Name:
Address:

Name:
Address:

Name:
Address:

Name:
Address:



Authorized Agent

5

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

| | | | |
|---|----------------------------|---|-------------------------------|
| Named Insured: Jacobs Engineering Group, Inc. | | | Endorsement Number 45 |
| 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 the endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

SCHEDULE

Number of days advance notice: 30

Name: State of New Hampshire, Department of Transportation

Address: 7 Hazen Drive, Concord, NH 03302

Name:

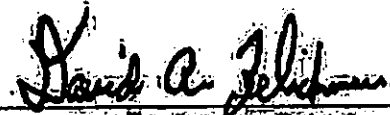
Address:

Name:

Address:

Name:

Address:



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: C48805254 |
| 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 OF INSURANCE.
PLEASE READ IT CAREFULLY.**

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:


A. Schedule*

| Entity | No. Of Days |
|---|------------------------------|
| All entities or persons holding certificates of insurance reflecting the policy | 10 for nonpayment of premium |
| STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, 7 HAZEN DRIVE, CONCORD, NH 03302 | 30 for all other reasons |
| *Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations. | |

B. Provisions

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

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



Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

| | | | |
|--|---------------------------------------|--|--|
| Named Insured Jacobs Engineering Group Inc. | | | Endorsement Number 34 |
| 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 | | | |

TERMINATION AMENDED ENDORSEMENT

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

Notwithstanding anything in the foregoing to the contrary, in event the Insurer cancels this Policy (except with respect to cancellation for nonpayment of premium), the Insurer agrees to mail written notice 30 days prior to the effective date of such cancellation to:

New Hampshire Department of Transportation
John O Morton Building
7 Hazen Drive
P.O. Box 483
Concord, NH 03002-0483

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

07/09/2016

NAME OF INSURED: Jacobs Engineering Group Inc.

- [Illegible]
- [Illegible]
- [Illegible]
- [Illegible]

CORPORATE RESOLUTION OF AUTHORITY TO SIGN CONTRACTS/AGREEMENTS

CONSULTANT TO INSERT HERE

[Illegible]

CERTIFICATE OF AUTHORITY

I, Brian Scher, do certify that I am the Assistant Secretary of Jacobs Engineering Group Inc., a corporation duly organized under the laws of the State of Delaware, in the United State of America (the "Company"). I do further certify that David M. Chamberlain is an Operations Manager of the Company and is duly authorized by the By-Laws, Articles of Incorporation, general resolutions and other authority of the Company to execute and deliver for on behalf of the Company, for this Statewide On-Call Aviation Systems Planning & Engineering Services contract. 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 Corporate Seal of the Company on this 16th day of June 2016.



Brian Scher
Assistant Secretary

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

(SEAL)

Consultant

WITNESS TO JACOBS ENGINEERING GROUP, INC.

JACOBS ENGINEERING GROUP, INC.

By: [Signature]

By: [Signature]
David M. Chamberlain,
Manager
(TITLE)

Dated: 16 June 2016

Dated: 16 June 2016

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE

By: [Signature]
CAROL C. NEWCOMB
SR. AVIATION PLANNER

By: [Signature]
PATRICIA C. HOELBY
Director
DOT COMMISSIONER

Dated: 8/26/16

Dated: 8/26/16

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: [Signature]

By: [Signature]
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on OCT 05 2016 approved this AGREEMENT.

Dated: OCT 05 2016

Attest:
By: [Signature]
Secretary of State

DEPUTY SECRETARY OF STATE

SCOPE OF SERVICES

EXHIBIT A

ARTICLE IV

**EXHIBIT A
SCOPE OF SERVICES**

**New Hampshire Statewide
Aviation System Planning & Engineering Services
May 17, 2013**

One (1) five-year on-call aviation planning and engineering service contract for various aviation projects located throughout the state. Anticipated service needs have yet to be further refined, but could consist of the following:

- (1) a continuation of the existing pavement maintenance and evaluation program at the nine general-aviation airports in the NPIAS program,
- (2) an implementation of the recommendations from the New Hampshire State Aviation System Plan,
- (3) update or development of the software for the state aviation system database,
- (4) aircraft rescue and firefighting facility or system improvements,
- (5) various environmental studies serving the needs of New Hampshire's NPIAS airports,
- (6) obstruction evaluations or airport airspace analyses or construction documentation serving the needs of New Hampshire's NPIAS airports,
- (7) any additional federally funded aviation projects that may arise as a result of changes to NHDOT/Bureau of Aeronautics' project priorities and funding capabilities,
- (8) technical writing assignments that may include preparation of reports, specifications, procedures, etc., and/or
- (9) assist the Department in the public involvement process.

These projects may be accomplished during the course of several grant projects during the stated five-year period. NHDOT reserves the right to initiate additional procurement actions for any of the services included in this AGREEMENT. Some background data on the existing New Hampshire State Aviation System Plan and other information about NHDOT/Bureau of Aeronautics can be found at:

<http://www.nh.gov/dot/org/aerorailtransit/aeronautics/index.htm>

CONTRACT LABOR RATES

EXHIBIT B

ARTICLE IV

Chamberlain, Dave

From: Chamberlain, Dave
Sent: Thursday, July 21, 2016 3:10 PM
To: Carol Niewola
Cc: Tricia Lambert; Gorham, John (John.Gorham@jacobs.com); Chamberlain, Dave (Dave.Chamberlain@jacobs.com)
Subject: NHDOT - Statewide Oncall Aviation Planning and Engineering Service Agreement - Contract Labor Rates and OH - Revised
Attachments: Jacobs DCMA FY2016 Billing Rates 7-12-16 Redacted BIA Only.pdf; Organizational structure of Jacobs Engineering Group Inc Rev3.pdf; NHDOT Statewide Aviation Services - Jacobs Labor Classification table 072116.pdf
Importance: High

Good afternoon Carol,

As discussed earlier today attached for your review and approval are the revised proposed labor rates for the NHDOT Statewide Oncall Aviation Planning and Engineering Service Agreement, and the supporting documentation for our recent overhead rate.

Please don't hesitate to contact me should you have any questions or require additional information.

Thanks,

Dave

David M. Chamberlain, PE
Jacobs
NE Division Manager | Aviation
617.242.9222
617.242.9824 fax
603.493.6035 cell
dave.chamberlain@jacobs.com

www.jacobs.com



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Bedford, New Hampshire 03110
United States
T +1 603 666 7181
F +1 603 666 7185
www.jacobs.com

July 21, 2016

Ms. Carol Niewola, PE, CM
Senior Aviation Planner
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483

Dear Ms. Niewola:

Our letter dated June 23, 2016 contained inaccurate information regarding our DCMA rate approval letter; this letter removes that information and includes more current information that has just recently become available.

We'd like to share some recent events that have an impact to our indirect rates. Jacobs Engineering Group Inc. recently announced a new corporate leadership structure organized around four global lines of business (LOB): Aerospace & Technology, Buildings & Infrastructure (B&I), Petroleum & Chemicals, and Industrial. The restructuring is designed to better serve the needs of our global client base, leverage our workforce and provide growth opportunities across the business.

As a result, effective January 2, 2016 Jacobs combined the North American Infrastructure (NAI) and Global Buildings North America (GBNA) Design business units into a new business unit renamed Buildings & Infrastructure Americas (B&I) Design.

NAI operated as a separate business unit for the 1st quarter of FY16; October 3, 2015 through January 1, 2016. However, beginning in 2nd quarter FY16 (January 2, 2016) NAI management and operations were rolled into B&I Design. As a result of the realignment B&I Design will receive an allocation of costs from Jacobs B&I Intermediate Home Office (IHO) Expense Pool, which is allocated based on total B&I (Design and PMCM) professional service and field staff direct labor dollars (including premiums).

The new B&I Design business unit's exempt employee's record all hours worked including any authorized uncompensated overtime. B&I also treats certain activities related to its Manager of Projects and Project Controls functions as indirect, different from its predecessors NAI & GBNA Design during IFY 15. These changes will increase the beneficial and of causal relationship of assigning these activities to cost objectives and better align B&I's charging practices with its public sector clients' expectations. Note: these accounting changes are expected to exert upward pressure on the FY16 Indirect Rates and we recommend the FY16 B&I projected rates be used for pricing new work.

The applicable audited indirect rates for FY15 for NAI and GBNA Design are:

FY15 NAI Audited Rates

At-Office 103.61%
At-Site 82.22%

FY15 GBNA - Design Audited Rates

At-Office 103.29%
At-Site 79.56%



Ms. Carol Newola, PE, CM

The Defense Contract Management Agency (DCMA) has issued the FY16 Provisional Indirect Billing Rates for Buildings & Infrastructure Americas (B&IA) Design, effective July 12, 2016 (copy attached).

Therefore, since the indirect rates and operations for these two business units are very similar and as a result of these recent changes we combined the pools and bases and then computed the B&IA business unit FY16 projections for FAR-based pricing as shown below:

FY16 B&IA Projection

At-Office 109.28%

At-Site 87.54%

I am also attaching an updated Salary Roster for Jacobs Engineering Group, Inc. that uses the indirect rate of 109.28%, a \$60.00/hour direct labor rate cap and a 3.0% yearly escalation rate for the last four (4) years of the contract.

Please contact me if you have any questions concerning our rates at 617.532.4275 or dave.chamberlain@jacobs.com.

Sincerely,

David M.
Chamberlain

Digitally signed by David M. Chamberlain
DN: cn=David M. Chamberlain, o=Jacobs
Engineering Group Inc., email=Dave
Chamberlain@jacobs.com,
date=2016.07.21 15:02:04 -0700

David M. Chamberlain, PE
Project Principal

copies to: John Gorham, PE (Jacobs)

Attachments: Jacobs DCMA FY2016 Billing Rates 7-12-16 Redacted BIA Only.pdf

Salary Roster, Jacobs Engineering Group, Inc., dated July 21, 2016



DEFENSE CONTRACT MANAGEMENT AGENCY
COST AND PRICING CENTER
 Corporate/Divisional Administrative Contracting Officer Group
DCMA-AQKDN
 18901 S. Wilmington Avenue
 Carson, California 90746

DCMA-AQKDN

July 12, 2016

Mr. Jeff Goldfarb
 Senior Vice President and Controller
 Jacobs Engineering Group Inc.
 155 North Lake Avenue
 Pasadena, CA 91101

Subject: Revised FY 2016 Provisional/Interim Billing Rates for Jacobs Engineering Group Inc.

Dear Mr. Goldfarb:

The purpose of this letter is to revise Jacobs Engineering Group's FY 2016 Provisional/Interim Billing Rates reflecting Jacobs Engineering Group's internal lines of business realignment to four business segments, effective January 2, 2016. These four business segments are: Federal Operations, Building & Infrastructure Americas (B&IA) Design, B&IA PMCM and Private Sector Operations. The previous North America Infrastructure (NAI) and Leighfisher segments are merged into a newly established B&IA Design segment.

The previous FY 2016 provisional/interim billing rates, dated November 10, 2015, are superseded by the following revised rates:

| Jacobs Engineering Group Inc. FY 2016 Provisional Billing Rates | | |
|--|---------------|---------------------------|
| Business Segment | Rate Category | Provisional Billing Rates |
| | | |
| B&IA Design | At-Site | 60.91% |
| | At-Office | 82.65% |
| | | |
| Fringe Benefit Rate | | 26.63% |

| | | |
|-------------|--------------------|---------|
| B&IA Design | At-Site + Fringe | 87.54% |
| | At-Office + Fringe | 109.28% |

Subject: Revised FY 2016 Provisional/Interim Billing Rates for Jacobs Engineering Group Inc.

Please use the above rates immediately to bill the costs incurred during Jacobs Engineering Group Inc.'s FY 2016 (from October 3, 2015 to September 30, 2016) for the Government cost reimbursement contracts until superseded by the CACO or the negotiated final rates are established.

FAR 42.704 requires the contracting officer who is responsible for establishing the final indirect cost rates also determines the billing rates. It requires the contracting officer to establish billing rates on the basis of information resulting from recent review, previous rate audits, or experience, or similar reliable data or experience of other contracting activities. It also requires that the contracting officer should ensure the billing rates to reflect as close as possible to the final indirect cost rates anticipated for the contractor's fiscal year, as adjusted for any unallowable costs.

These billing rates are not the final rates and may be revised in the future if the Government discovers any issues that may significantly impact these rates.

Should you have any questions or need additional information, please contact Ms. Thuy Nguyen, Cost Monitor at (310) 900-6571, thuy.nguyen@dcma.mil, or the undersigned at (310) 900-6644, grace.kim@dcma.mil.

KIM GRACE: 1231456542

Digitally signed by KIM GRACE: 1231456542
DN: cn=KIM GRACE, o=U.S. Government, ou=DoD, ou=FA, ou=DCMA
c=US, email=KIM GRACE: 1231456542
Date: 2016.07.12 12:58:00 -0700

GRACE I. KIM
Corporate Administrative Contracting Officer
DCMA Cost and Pricing Center

cc: Cherie Kechour, DCAA Pasadena Branch Manager

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
Statewide Aviation On-Call Services
Jacobs Engineering Group Inc.
Salary Roster
July 21, 2018.

| Employee | Employee Classification | Direct Labor Rate | Average Labor Rate | 108.25% Overhead & Burden | Total Hourly Wage Base | Total Hourly Wage Rate Contract Period 2 | Total Hourly Wage Rate Contract Period 3 | Total Hourly Wage Rate Contract Period 4 | Total Hourly Wage Rate Contract Period 5 |
|--------------------------------|----------------------------|-------------------|--------------------|---------------------------|------------------------|--|--|--|--|
| Project Principal | | | | | | | | | |
| Chamberlain, David | Project Principal | \$ 60.00 | \$ 60.00 | \$ 65.87 | \$ 125.67 | \$ 125.67 | \$ 125.67 | \$ 125.67 | \$ 125.67 |
| Project Manager | | | | | | | | | |
| Corbett, John | Project Manager | \$ 88.88 | \$ 88.88 | \$ 95.11 | \$ 124.88 | \$ 125.57 | \$ 125.67 | \$ 125.67 | \$ 125.67 |
| Senior Engineer | | | | | | | | | |
| Hansen, Jason | Sr. Civil Engineer | \$ 48.00 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Tracy, Brian | Sr. Civil Engineer | \$ 43.24 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Ducote, Jeff | Sr. Civil Engineer | \$ 60.00 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Wilson, John | Sr. Structural Engineer | \$ 58.77 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Murphy, James | Sr. Civil Engineer | \$ 48.82 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| McDonald, James | Senior Electrical Engineer | \$ 60.00 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| McCabe, Kenneth | Sr. Mechanical Engineer | \$ 60.00 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Durkin, Jared | Sr. Systems Engineer | \$ 43.84 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Gibb, Steven | Sr. Systems Engineer | \$ 60.00 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Bagdas, Irvin | Sr. Civil Engineer | \$ 44.15 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Aronoff, Daniel | Sr. Civil Engineer | \$ 47.43 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Reed, Steven | Sr. Civil Engineer | \$ 60.00 | \$ 53.00 | \$ 57.82 | \$ 110.83 | \$ 114.25 | \$ 117.88 | \$ 121.21 | \$ 124.85 |
| Engineer | | | | | | | | | |
| Seaman, Aaron | Civil Engineer | \$ 38.08 | \$ 38.78 | \$ 40.17 | \$ 78.93 | \$ 78.24 | \$ 81.82 | \$ 84.07 | \$ 86.58 |
| Wall, Allison | Structural Engineer | \$ 37.14 | \$ 38.78 | \$ 40.17 | \$ 78.93 | \$ 78.24 | \$ 81.82 | \$ 84.07 | \$ 86.58 |
| Peterson, John | Civil Engineer | \$ 30.21 | \$ 38.78 | \$ 40.17 | \$ 78.93 | \$ 78.24 | \$ 81.82 | \$ 84.07 | \$ 86.58 |
| Hess, John | Civil Engineer | \$ 30.21 | \$ 38.78 | \$ 40.17 | \$ 78.93 | \$ 78.24 | \$ 81.82 | \$ 84.07 | \$ 86.58 |
| Buzick, Tim | Civil Engineer | \$ 40.00 | \$ 38.78 | \$ 40.17 | \$ 78.93 | \$ 78.24 | \$ 81.82 | \$ 84.07 | \$ 86.58 |
| Johary, Jonathan | Electrical Engineer | \$ 37.77 | \$ 38.78 | \$ 40.17 | \$ 78.93 | \$ 78.24 | \$ 81.82 | \$ 84.07 | \$ 86.58 |
| Salas, Ryan | Electrical Engineer | \$ 43.88 | \$ 38.78 | \$ 40.17 | \$ 78.93 | \$ 78.24 | \$ 81.82 | \$ 84.07 | \$ 86.58 |
| Seaman, Alyssa | Geotechnical Engineer | \$ 38.70 | \$ 38.78 | \$ 40.17 | \$ 78.93 | \$ 78.24 | \$ 81.82 | \$ 84.07 | \$ 86.58 |
| Senior CAD Professional | | | | | | | | | |
| Agri, Steven | Senior CAD Professional | \$ 47.81 | \$ 47.81 | \$ 51.82 | \$ 98.43 | \$ 102.41 | \$ 105.48 | \$ 108.85 | \$ 111.81 |
| CAD Professional | | | | | | | | | |
| Carroll, Susan | CAD Professional | \$ 30.58 | \$ 34.85 | \$ 37.83 | \$ 71.88 | \$ 74.04 | \$ 78.28 | \$ 78.54 | \$ 80.80 |
| Talbot, NGRI | CAD Professional | \$ 33.11 | \$ 34.85 | \$ 37.83 | \$ 71.88 | \$ 74.04 | \$ 78.28 | \$ 78.54 | \$ 80.80 |
| Senior Aviation Planner | | | | | | | | | |
| Merrison, Heath | Sr. Aviation Planner | \$ 48.88 | \$ 54.85 | \$ 59.38 | \$ 113.73 | \$ 117.18 | \$ 120.88 | \$ 124.28 | \$ 125.57 |
| Richardson, William | Sr. Aviation Planner | \$ 60.00 | \$ 54.85 | \$ 59.38 | \$ 113.73 | \$ 117.18 | \$ 120.88 | \$ 124.28 | \$ 125.57 |
| Aviation Planner | | | | | | | | | |
| Plante, Tanya | Aviation Planner | \$ 25.00 | \$ 28.00 | \$ 27.32 | \$ 62.82 | \$ 63.88 | \$ 65.81 | \$ 67.17 | \$ 68.88 |
| Ortiz, Morgan | Aviation Planner | \$ 25.00 | \$ 25.00 | \$ 27.32 | \$ 62.82 | \$ 63.88 | \$ 65.81 | \$ 67.17 | \$ 68.88 |
| Administrator | | | | | | | | | |
| Jalbert, Jessica | Administrator | \$ 18.00 | \$ 18.00 | \$ 17.48 | \$ 33.48 | \$ 34.48 | \$ 35.82 | \$ 36.88 | \$ 37.88 |

* Note: The Total Hourly Wage Rate for Contract Periods 2, 3, 4, and 5 are based on a 3.00% Annual Contract Adjustment Rate, capped at a maximum Direct Hourly Rate of \$60.00

SUBCONSULTANT SUPPORTING SERVICES

EXHIBIT C

ARTICLE IV

ARTICLE IV

[CONSULTANT WILL COMPLETE THIS FORM

OR

REPLACE PAGE WITH SIMILAR LANGUAGE FORM.]

EXHIBIT C

SUBCONSULTANT SUPPORTING SERVICES

| Subconsultant Firm Name | Type of Services Proposed to be Provided |
|---------------------------------|---|
| Preservation Company | Historical Research |
| Independent Archeology Consult. | Archeological Investigations |
| Applied Pavement Technology | Pavement Inspection |
| Normandeau Associates, Inc. | Environmental |
| Morris Communications | Public Outreach |
| GCR Inc. | Airport IQ Software |

Gas Training & Development LLC Gas Delivery Engineering

If no subconsultant services are anticipated, please check the box below:

Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.

The above subconsultants are from Jacobs statement of qualifications, dated 4.29.16. Additional subconsultants maybe required when scope of work for each task order is defined.