



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

September 27, 2013
Bureau of Aeronautics

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

REQUESTED ACTION

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

Table with 2 columns: Funding description and FY 2014 amount. Rows include FAA Projects and Bonded Expenses for two different grant numbers, and a Total row.

EXPLANATION

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

Table with 2 columns: FAA Grant Number and FAA Grant Amount. Lists three grant numbers and their corresponding amounts.

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

taxiway will be marked, lighted and signed as part of this project. The project will also include the installation of a Precision Approach Path Indicator (PAPI) and environmental mitigation for the project.

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

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

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

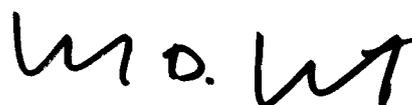
The Department of Transportation proposes to accept the Federal funds for this project as a pass through to the City of Concord in accordance with RSA 422:15. State participation in the amount of \$58,156.50 (5% of this project) is also requested. The City of Concord will participate in the amount of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

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

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

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

Sincerely,



Christopher D. Clement, Sr.
Commissioner

CDC/tlsl

Attachment:

ITEM NO.	UNIT	QTY	ALVIN J. COLEMAN & SON INC	CONSTRUCTION MATERIALS INC	ELMER L. CONSTRUCTION INC	MORHEAST EARTH REQUIRIES INC	PIKE INDUSTRIES INC	PERCENT CORPORATION	WELVER BROS CONSTRUCTION CO INC
			UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
G-02-1	AS-BUILT Plans	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 2,000.00	\$ 7,000.00	\$ 7,000.00
M-001-1	Modification - Base Bid	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
M-001-4	Engineer's Field Office - Base Bid	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
M-001-7	Safety and Phasing Items - Base Bid	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
M-002-1	Contractor's Safety Plan, Compliance Document	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
M-003-1	Staked Control Points	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
M-005-1	Transfer of Blot	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
P-151-1	Clearing On Airport	AC	0.50	\$ 1,500.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
P-151-2	Clearing Off Airport	AC	1.5	\$ 1,500.00	\$ 2,250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
P-151-3	Clearing and Grubbing	AC	6.0	\$ 7,500.00	\$ 45,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
P-151-4	Select Tree Clearing 0-24" diameter	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
P-152-1	Stump Removal	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
P-152-2	Headstaple Removal	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
P-152-4	Headstaple Removal	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
P-152-7	Direct Buried Cable Removal	LF	200	\$ 5.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
P-152-10	Fence Removal	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
P-152-11	Removal of Existing Delimitation Marker	EA	2	\$ 100.00	\$ 200.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
P-152-12	Embankment Fill Place	CY	8.00	\$ 7.00	\$ 56.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
P-155-1	Soil Face Course	EA	3,075	\$ 2.00	\$ 6,150.00	\$ 3,075.00	\$ 3,075.00	\$ 3,075.00	\$ 3,075.00
P-156-2	Coil Log Sediment Barrier	LF	640	\$ 4.50	\$ 2,880.00	\$ 640.00	\$ 640.00	\$ 640.00	\$ 640.00
P-156-3	Coil Log Sediment Barr	EA	30	\$ 200.00	\$ 6,000.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
P-156-4	Construction Eri	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
P-156-5	Erosion Control Blanket	EA	750	\$ 2.00	\$ 1,500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
P-156-6	Inlet Protection	EA	10	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
P-156-7	Blanket	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
P-156-8	Blanket	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
P-156-9	Blanket	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
P-209-1	Crushed Aggregate Base Course	CY	1,000	\$ 34.00	\$ 34,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
P-401-1	Plant Mix Bituminous Pavement	TON	2,500	\$ 92.00	\$ 230,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
P-402-1	Bituminous Prime Coat	GA	4,000	\$ 2.00	\$ 8,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
P-403-1	Blanket	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
D-701-1	12 inch Diameter Reinforced Concrete Pipe (Class V)	LF	215	\$ 35.00	\$ 7,525.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00
D-701-2	12 inch Diameter Reinforced HOPE Pipe	LF	215	\$ 38.00	\$ 8,170.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00
D-701-3	36 inch Diameter Reinforced HOPE Pipe	LF	345	\$ 60.00	\$ 20,700.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00
D-701-4	36 inch Diameter Reinforced HDPE Pipe	LF	450	\$ 60.00	\$ 27,000.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
D-751-1	6-ft. Diameter Manhole	EA	5	\$ 2,000.00	\$ 10,000.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
D-751-2	4-ft. Diameter Catch Basin	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
D-751-3	4-ft. Diameter Catch Basin	EA	2	\$ 800.00	\$ 1,600.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
D-751-4	Manhole	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
D-751-5	Adjust Existing Structure to Grade	EA	1	\$ 500.00	\$ 500.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
L-107-1	8-Foot Wind Cone, In place	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
L-108-1	8-Foot Wind Cone, In place	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
L-108-3	Bar Chainpost Wire, Installed in trench, 60ft length or longer	LF	6,025	\$ 1.05	\$ 6,326.25	\$ 6,025.00	\$ 6,025.00	\$ 6,025.00	\$ 6,025.00
L-108-4	Bar Chainpost Wire, Installed in trench, 60ft length or longer	LF	5,910	\$ 1.05	\$ 6,205.50	\$ 5,910.00	\$ 5,910.00	\$ 5,910.00	\$ 5,910.00
L-109-1	Concrete Encased Electrical Duct Bank, 24"x24"x4' Schedule 40 PVC	LF	410	\$ 4.00	\$ 1,640.00	\$ 410.00	\$ 410.00	\$ 410.00	\$ 410.00
L-110-1	Concrete Encased Electrical Duct Bank, 24"x24"x4' Schedule 40 PVC	LF	410	\$ 4.00	\$ 1,640.00	\$ 410.00	\$ 410.00	\$ 410.00	\$ 410.00
L-110-2	Concrete Encased Electrical Duct Bank, 24"x24"x4' Schedule 40 PVC	LF	410	\$ 4.00	\$ 1,640.00	\$ 410.00	\$ 410.00	\$ 410.00	\$ 410.00
L-110-3	Concrete Encased Electrical Duct Bank, 24"x24"x4' Schedule 40 PVC	LF	410	\$ 4.00	\$ 1,640.00	\$ 410.00	\$ 410.00	\$ 410.00	\$ 410.00
L-115-1	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried	EA	4,225	\$ 4.50	\$ 19,012.50	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00	\$ 4,225.00
L-115-2	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried	EA	2	\$ 2,650.00	\$ 5,300.00	\$ 2,650.00	\$ 2,650.00	\$ 2,650.00	\$ 2,650.00
L-125-1	L-6011 Tameway Edge Light, base mounted, Infield	EA	7	\$ 750.00	\$ 5,250.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
L-125-2	L-6011 Tameway Edge Light, base mounted, existing pavement	EA	6	\$ 3,100.00	\$ 18,600.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
L-125-3	L-6011 Tameway Edge Light, base mounted	EA	35	\$ 2,000.00	\$ 70,000.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
L-125-4	L-6011 Tameway Edge Light, base mounted	EA	35	\$ 2,000.00	\$ 70,000.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
L-125-5	L-6011 Tameway Edge Light, base mounted	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
L-125-6	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-7	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-8	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-9	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-10	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-11	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-12	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-13	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-14	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-15	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-16	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-17	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-18	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-19	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-20	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-21	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-22	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-23	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-24	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-25	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-26	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-27	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-28	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-29	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-30	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-31	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-32	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-33	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-34	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-35	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-36	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-37	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-38	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-39	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-40	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-41	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-42	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
L-125-43	L-6011 Tameway Edge Light, base mounted	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00



U.S. Department
of Transportation

Federal Aviation
Administration

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

GRANT AGREEMENT
Part 1 - Offer

Date of Offer: May 29, 2012

State of New Hampshire Block Grant

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

DUNS No.: 80-859-1697

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

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

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

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

New Hampshire State Block Grant Program (FY2012),

all as more particularly shown in the project application.

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

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

Conditions

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

\$00.00	for planning
\$1,960,512.00	for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **June 29, 2012**, or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

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

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

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

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

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

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

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

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

C. Definitions

For purposes of this award term:

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

2. Data Universal Numbering System

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

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

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

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

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

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

4. Subaward:

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

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

5. Subrecipient means an entity that:

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

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

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

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

12. Trafficking Persons:

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

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

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

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

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

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

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

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

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

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

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

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

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

B. N. R. M.
Title: Manager, Airports Division,
ACT/AV New England Region

Part II - Acceptance

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

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

(SEAL)

By Michael P. Pelletier
Title: Deputy Commissioner

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

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

Stephen G. LaBonte
Signature of Sponsor's Attorney



U.S. Department
of Transportation

**Federal Aviation
Administration**

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

**GRANT AGREEMENT
Part 1 - Offer**

Date of Offer: July 17, 2013

State of New Hampshire Block Grant

Project No.: 3-33-SBGP-018-2013

DUNS No.: 80-859-1697

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 23, 2013,
for a grant of Federal funds for a project at or associated with the State of New Hampshire
Block Grant which Project Application, as approved by the FAA, is hereby incorporated herein
and made a part hereof; and

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

New Hampshire State Block Grant Program (FY2013),

all as more particularly shown in the project application.

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

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,102,793.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$4,102,793.00	for airport development or noise program implementation.

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

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **August 19, 2013**, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

10. **Central Contractor Registration and Universal Identifier Requirements:**

A. Requirement for Central Contractor Registration (CCR)

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

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

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

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

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

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. may not be increased for a planning project;
- b. may be increased by not more than 15 percent for development projects;
- c. may be increased by not more than 15 percent for land projects.

13. **ELECTRONIC GRANT PAYMENT(S):** The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

a. Grant Recipient Requirements.

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

b. System User Access.

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125
- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

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

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

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30,

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

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy
invoices directly to:
- DOT/FAA
 - PO Box 25082
 - AMZ-110
 - Oklahoma City, OK 73125

14. Trafficking Persons:

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

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

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

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Tom Hill
Title: Manager, Airports Division,
New England Region

Part II - Acceptance

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

Executed this 15th day of July, 2013.

State of New Hampshire

(SEAL)

Patrick C. Herlihy
Signature of Sponsor's Designated Official Representative

Patrick C. Herlihy
Typed Name of Sponsor's Designated Official Representative

Director
Typed Title of Sponsor's Designated Official Representative

Attest:

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Concord NH this 24 day of July, 2013.

Brian Buonamano
Signature of Sponsor's Attorney



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

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

**GRANT AGREEMENT
Part 1 - Offer**

Date of Offer: **SEP 10 2013**

State of New Hampshire Block Grant

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

DUNS No.: 80-859-1697

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

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

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

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

New Hampshire Block Grant Program (FY2013) includes:

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

all as more particularly shown in the project application.

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

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

Conditions

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

\$00.00	for planning
\$3,955,960.00	for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **September 17, 2013**, or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

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

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

10. **Central Contractor Registration and Universal Identifier Requirements:**

A. Requirement for Central Contractor Registration (CCR)

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

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

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

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

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

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. may not be increased for a planning project;
- b. may be increased by not more than 15 percent for development projects;
- c. may be increased by not more than 15 percent for land projects.

13. **ELECTRONIC GRANT PAYMENT(S):** The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

a. Grant Recipient Requirements.

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

b. System User Access.

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125
- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

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

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

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30,

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

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

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

14. Trafficking Persons:

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

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

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

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

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

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

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

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

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

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

c. Provisions applicable to any recipient.

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

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

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

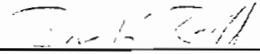
ii. Is in addition to all other remedies for noncompliance that are available to
us under this award.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION


Title: Manager, Airports Division,
New England Region

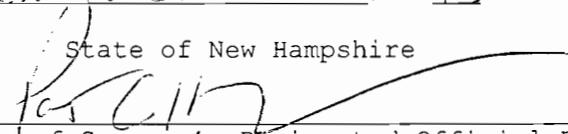
Part II - Acceptance

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

Executed this 13th day of September, 2013.

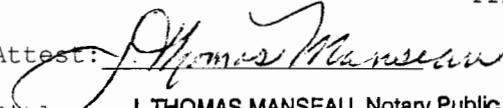
State of New Hampshire

(SEAL)


Signature of Sponsor's Designated Official Representative

Patrick C. Hertling
Printed/Typed Name of Sponsor's Designated Official Representative

Director of Aeronautics, Rail and Transit
Printed/Typed Title of Sponsor's Designated Official Representative

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Brian Buonamano, acting as Attorney for the Sponsor do hereby certify:
(Attorney's Name Printed)

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

Dated at Concord this 13 day of September, 2013.


Signature of Sponsor's Attorney



New Hampshire Department
of Transportation
Bureau of Aeronautics

GRANT AGREEMENT
PART I – OFFER

September 23, 2013

Date of Offer

Concord Municipal Airport

Airport Name/Planning Area

SBG-04-08-2013

Project No.

07-397-6680

DUNS No.

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

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

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

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

Phase I: Construct, Mark, Light, and Sign Parallel Taxiway 'B' and Associated Stub Taxiways; Install PAPI on Runway 12; Environmental Mitigation

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act," and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States, State of New Hampshire, and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND THE STATE, HEREBY OFFERS AND AGREES** to pay, as the United States' and State's shares of the allowable costs incurred in accomplishing the Project, 95 per centum thereof.

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

CONDITIONS

1. The maximum obligation of the United States and State payable under this Offer shall be \$1,104,964.50. For the purposes of any future grant amendments which may increase the foregoing maximum obligations of the United States and State under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:

\$0.00 for planning

\$1,104,964.50 for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the State to be ineligible for consideration as to allowability under the Act.

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

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

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

6. This offer shall expire and the United States and the State shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before October 23, 2013 or such subsequent date as may be prescribed in writing by the State.

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

8. Neither the United States nor the State shall be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. The Sponsor shall defend,

indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Sponsor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

9. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State or United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.

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

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

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

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

- A. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

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

15. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

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

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

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

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. *Definitions*

For purposes of this award term:

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

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

17. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

PAVEMENT MAINTENANCE MANAGEMENT PROGRAM

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

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

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

b. Inspection Schedule.

(1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.

(2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

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

d. Information Retrieval. An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. Reference. Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

18. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000: The Sponsor agrees to perform the following:

a. Furnish a construction management program to the State prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

(1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.

(2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.

(3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).

(4) Qualifications of engineering supervision and construction inspection personnel.

(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

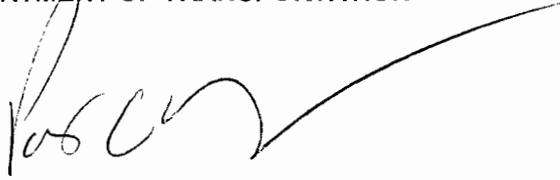
(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the State.
- c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the State and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- d. The State, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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

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

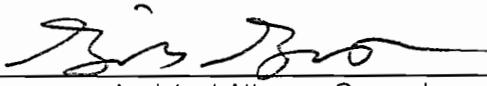
**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



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

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

10/20/13
Dated _____

By: 
Assistant Attorney General

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

Dated: _____

Attest: _____

By: _____
Secretary of State

Title: _____

PART II – ACCEPTANCE

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

Executed this 24th day of September, 2013.

(SPONSOR'S SEAL)

City of Concord
(Name of Sponsor)
Brian G. LeBrun
(Signature of Sponsor's Designated Official Representative)

By: Brian G. LeBrun
(Typed Name of Sponsor's Designated Official Representative)

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

Attest: Suzanne Stearns
(Signature of Witness)

Title: Executive Assistant
(Typed Title of Witness)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Concord, NH this 24th day of September, 2013.

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



CERTIFICATE OF VOTE

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

I do further certify that Brian G. LeBrun is the Acting City Manager of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver on behalf of the municipality any contracts with the State of New Hampshire for the purpose of construct, mark, light and sign parallel Taxiway 'B' and associated stub taxiways; install PAPI on Runway 12; environmental mitigation. This authority was given during an official meeting of the Concord City Council on August 12, 2013.

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

In witness whereof, I have hereunto set my hand and attached the seal of the City of Concord on this 25th day of September 2013.

Janice Bonenfant
Signature

SEAL

City Clerk

State of New Hampshire, County of Merrimack

Dated this 25th day of September 2013 personally appeared Janice Bonenfant, who subscribed and sworn to the above statement.

Attest: Michelle M. Mulholland
Notary Public





CERTIFICATE OF INSURANCE

This is to certify to (Certificate Holder): State of New Hampshire – Department of Transportation John O. Morton Building 7 Hazen Drive / Post Office Box 483 Concord, NH 03302-0483

The following policy(ies) Have been issued to: City of Concord 41 Green Street Concord, NH 03301

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

Table with columns: LIABILITY COVERAGES, LIMITS OF LIABILITY. Rows include Comprehensive General Liability, Completed Operations / Products Liability, Hangarkeepers Liability, Premises Medical Payments with corresponding dollar amounts and occurrence/loss limits.

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

OTHER COVERAGES / CONDITIONS / REMARKS:

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

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

Phoenix Aviation Representative:

Handwritten signature of Paul Howard

Date: September 23, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2013

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

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

PRODUCER LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS Support@internal.jacobs.com 777 S. Figueroa Street Los Angeles, CA 90017-5822 Fax to: 1-212-948-1306	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED Jacobs Engineering Group Inc. 155 North Lake Avenue, 9th Floor Pasadena, CA 91101	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE AMER INS CO</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE AMER INS CO	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 35715761 **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 OFFICE LOCATION: Boston, MA. PROJECT MGR: John Gorham. CONTRACT MGR: Michael Perry. RE: RFP-48-09. CONTRACT NUMBER: RFP-48-09. SECTOR: Public. *\$2,000,000 SIR FOR STATES OF: LA, OH, TX. The City of Concord and the State of New Hampshire Department of Transportation are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER City of Concord, NH City Hall 41 Green Street Concord, NH 03301 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 
---	---

nyumdo newgalaxy
 ACORD 25 (2009/09)
 35715761

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/16/2013

NAME OF INSURED: Jacobs Engineering Group Inc.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SCHEDULE

Number of days advance notice: 30

In the event we cancel this policy, we agree to mail prior written notice of cancellation to:

Name: City of Concord

Address 4100 Green Street, Concord, NH 03301

Name:

Address

Name:

Address

Name:

Address

Name:

Address

Name:

Address

Name:

CANCELLATION – NOTICE TO ADDITIONAL INTERESTS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 37
Policy Symbol HDO	Policy Number G25529030	Policy Period 07/01/2013 to 07/01/2014	Effective Date of Endorsement 07/01/2013
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

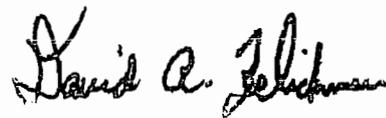
**Commercial General Liability Coverage Form
Excess Commercial General Liability Policy**

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

Schedule:

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

Name:
Address:



Authorized Agent

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

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 245
Policy Symbol ISA	Policy Number H08635651	Policy Period 07/01/2013 TO 07/01/2014	Effective Date of Endorsement 07/01/2013
Issued By (Name of Insurance Company) ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of days advance notice: 30

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

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

Name:
Address:

Name:
Address:

Name:
Address:

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Address:

David A. Feliciano

Authorized Agent

Workers' Compensation and Employers' Liability Policy

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

THIS ENDORSEMENT CHANGES THE POLICY OF INSURANCE.

PLEASE READ IT CAREFULLY.

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:

A. Schedule*

Entity	No. Of Days
All entities or persons holding certificates of insurance reflecting the policy	_____ for nonpayment of premium
CITY OF CONCORD	30 for all other reasons
41 GREEN STREET	
CONCORD, NH 03301	

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

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

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



Authorized Agent

Workers' Compensation and Employers' Liability Policy

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

THIS ENDORSEMENT CHANGES THE POLICY OF INSURANCE.

PLEASE READ IT CAREFULLY.

PROVIDE REQUIRED NOTICE OF CANCELLATION TO ANOTHER ENTITY

This endorsement modifies insurance provided under the following:

A. Schedule*

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

B. Provisions

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

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



Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

TERMINATION AMENDED ENDORSEMENT

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

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

City of Concord
41 Green Street
Concord, NH 03301

And

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

All other terms and conditions of this Policy remain unchanged.



JOHN J. LUPICA, President

Authorized Representative

CONCORD MUNICIPAL AIRPORT

**TAXIWAY CONSTRUCTION PROJECT
& INSTALL RUNWAY 12 PAPI**

SBG-04-08-2013

GRANT APPLICATION

Submitted By: The City of Concord New Hampshire

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

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Exhibit A Property Map

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Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____	
*3. Date Received: _____ 4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____ *5b. Federal Award Identifier: _____	
State Use Only:	
6. Date Received by State: _____ 7. State Application Identifier: SBG-04-08-2013	
8. APPLICANT INFORMATION:	
*a. Legal Name: City of Concord	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000177	
*c. Organizational DUNS: 073-976-680	
d. Address:	
*Street 1: <u>41 Green Street</u> Street 2: _____ *City: <u>Concord</u> County: _____ *State: <u>NH</u> Province: _____ *Country: <u>USA</u> *Zip / Postal Code: <u>03301</u>	
e. Organizational Unit:	
Department Name: Concord Municipal Airport Division Name: Community Development	
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: <u>Ms.</u> *First Name: <u>Martha</u> Middle Name: _____ *Last Name: <u>Drukker</u> Suffix: _____	
Title: Associate City Engineer	
Organizational Affiliation: NA	
*Telephone Number: (603) 225-8520 Fax Number: (603) 230-3630	
*Email: MDrukker@ConcordNH.gov	

Application for Federal Assistance SF-424

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

None

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

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106 _____

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

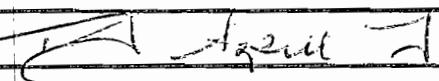
14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Concord, Merrimack County, State of New Hampshire

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

Construct Taxiways B, B1, B2, A1 and a portion of Taxiway A; Install Runway 12 PAPI.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424		
16. Congressional Districts Of:		
*a. Applicant: 2nd	*b. Program/Project: 2nd	
Attach an additional list of Program/Project Congressional Districts if needed.		
17. Proposed Project:		
*a. Start Date: July - Nov. 2013	*b. End Date: January 2015	
18. Estimated Funding (\$):		
*a. Federal	\$2,728,662 ✓	<u>Phase F</u>
*b. Applicant	\$151,593 ✓	FAA \$1,046,808.00
*c. State	\$151,592 ✓	NHDT \$ 58,156.50
*d. Local		CITY \$ 58,156.50
*e. Other		
*f. Program Income		
*g. TOTAL	\$3,031,847 ✓	TOTAL \$1,163,121.00 ✓
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <u>N/A</u> . <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)		
<input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.		
Authorized Representative:		
Prefix: Mr.	*First Name: Thomas	
Middle Name: J.		
*Last Name: Aspell		
Suffix: Jr.		
*Title: City Manager		
*Telephone Number: (603) 225-8515	Fax Number: 603-230-3630	
* Email: TAspell@ConcordNH.gov		
*Signature of Authorized Representative:		*Date Signed: 5.31.13

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

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

NA

PART II

**PROJECT APPROVAL INFORMATION
SECTION A**

Item 1.

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

Yes No

Name of Governing Body:

Priority:

Item 2.

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

Yes No

Name of Agency or Board:
(Attach Documentation)

Item 3.

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

Yes No

(Attach Comments)

Exempt from EO 12372 processes. Taxiway Construction and Installation of PAPI are wholly contained within airport boundary.

Item 4.

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

Yes No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposal project covered by an approved comprehensive plan?

Yes No

Check one:

State	<input checked="" type="checkbox"/>
Local	<input checked="" type="checkbox"/>
Regional	<input type="checkbox"/>

Location of Plan:

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

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

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

Yes No

Disturbed habitat will be mitigated by relocation of lupine plants, habitat clearing, and transfer of funds to the NH F&G.

Item 9.

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

Yes No

Number of:

Individuals:

Families:

Businesses:

Farms:

Item 10.

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

Yes No

See instructions for additional information to be provided.

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

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

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

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

None.

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

Not Applicable.

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

Yes.

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

Not Applicable.

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

Yes. Coordination meetings will be conducted prior to project construction start-up. In addition, the airport will notify/update the users at the Airport's weekly coordination meeting during construction.

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

Not Applicable.

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

Not Applicable.

PART II - SECTION C (Continued)

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

None.

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

The sponsor owns fee title, without adverse interests, all land being used as part of this project. Specific information regarding the property interest is contained in the Airport's Exhibit "A" on file with FAA – NE Regional office in Burlington, MA and the NHDOT Bureau of Aeronautics.

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

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

Not applicable. No land acquisition required for the project.

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

Not applicable. No land acquisition required for the project.

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

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20.106
2. Functional or Other Breakout..... Airport Improvement Program

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 11,500
2. Preliminary expense			\$ 25,000
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$ 90,229
5. Other Architectural engineering fees			\$ 54,620
6. Project inspection fees			\$ 169,535
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			\$ 2,499,763
12. Equipment			
13. Miscellaneous			\$ 181,200
14. Total (Lines 1 through 13)			\$ 3,031,847
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$3,031,847
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$3,031,847
20. Federal Share requested of Line 19			\$2,728,662
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$ 2,728,662
23. Grantee share			\$ 151,593
24. Other shares			\$ 151,592
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 3,031,847

SECTION C - EXCLUSIONS

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

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	\$ 151,593
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	\$ 151,593
28. Other Shares	
a. State	\$ 151,592
b. Other	
c. Total Other Shares	\$ 151,592
29. TOTAL	\$ 303,185

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

Part III Budget Information - Worksheet **YEAR 1 ONLY**

Use only for revisions
 Last Amount Adjustment Total Amount
 Approved (+ or -) Required

Cost Classification	Last Amount Approved	Adjustment (+ or -)	Total Amount Required
1 Administrative expense (City of Concord Personnel and IFE)			\$ 6,500.00
2 Preliminary expense (Layout & Certification of Compass Calibration Pad)			\$ -
3 Land, Structures, right of way			
4 Architectural engineering basic fees (Jacobs Construction Administration)			\$ 31,829.00
5 Other Architectural engineering fees (GSI Acceptance Materials Testing)			\$ 21,200.00
6 Project inspection fees (Jacobs Resident Engineering)			\$ 59,960.00
7 Land development			
8 Relocation expenses			
9 Relocation payment to individuals and businesses			
10 Demolition and removal			
11 Construction and project improvement (Construction Contractor Phases 1)			\$ 979,282.00
12 Equipment			
13 Miscellaneous (Habitat Mitigation Fees)			\$ 64,350.00
14 Total (Lines 1 through 13)			\$ 1,163,121.00
15 Estimated Income (if applicable)			
16 Net Project Amount (Line 14 minus 15)			\$ 1,163,121.00
17 Less: Ineligible exclusions			
18 Add: Contingencies			
19 Total Project Amount (Excluding Rehabilitation Grants) (Sum Lines 16-18)			\$1,163,121.00
20 Federal Share requested of line 19			\$1,046,808.90
21 Add Rehabilitation Grants Requested (100 percent)			
22 Total Federal grant requested (lines 20 & 21)			\$1,046,808.90
23 Grantee share (CON 5%)			\$58,156.05
24 Other shares (State 5%)			\$58,156.05
25 Total Project (Lines 22, 23 & 24)			\$1,163,121.00

	Sponsor's Admin. - City of Concord Personnel	\$ 5,000.00
	Independent Fee Estimate(s)	\$ 1,500.00
1	Administrative Expenses	\$ 6,500.00
2	Preliminary Expense - Layout Compass Calibration Pad	\$ -
4	Engineering Basic Fees - Jacobs Constructiton Administration	\$ 31,829.00
5	Other Engineering Fees - GSI Materials Testing	\$ 21,200.00
6	Project Inspection Fees - Jacobs Resident Engineer	\$ 59,960.00
11	Construction and Project Improvement	\$ 979,282.00
	FAA Flight Check for Runway 12 PAPI	
	Habitat Mitigation Fees	\$ 64,350.00
13	Miscellaneous	\$ 64,350.00
14	Total	\$ 1,163,121.00

Part III Budget Information - Worksheet

Cost Classification	Use only for revisions		Total Amount Required
	Last Amount Approved	Adjustment (+ or -)	
1 Administrative expense (City of Concord Personnel and IFE)			\$ 11,500.00
2 Preliminary expense (Layout & Certification of Compass Calibration Pad)			\$ 25,000.00
3 Land, Structures, right of way			
4 Architectural engineering basic fees (Jacobs Construction Administration)			\$ 90,229.00
5 Other Architectural engineering fees (GSI Acceptance Materials Testing)			\$ 54,620.00
6 Project inspection fees (Jacobs Resident Engineering)			\$ 169,535.00
7 Land development			
8 Relocation expenses			
9 Relocation payment to individuals and businesses			
10 Demolition and removal			
11 Construction and project improvement (Construction Contractor Phases 1, 2 & 3)			\$ 2,499,763.00
12 Equipment			
13 Miscellaneous (Habitat Mitigation Fees and FAA Flight Check of Rwy 12 PAPI)			\$ 181,200.00
14 Total (Lines 1 through 13)			\$3,031,847.00
15 Estimated Income (if applicable)			
16 Net Project Amount (Line 14 minus 15)			\$3,031,847.00
17 Less: Ineligible exclusions			
18 Add: Contingencies			
19 Total Project Amount (Excluding Rehabilitation Grants) (Sum Lines 16-18)			\$3,031,847.00
20 Federal Share requested of line 19 (90%)			\$2,728,662.30
21 Add Rehabilitation Grants Requested (100 percent)			
22 Total Federal grant requested (lines 20 & 21)			\$2,728,662.30
23 Grantee share (CON 5%)			\$151,592.35
24 Other shares (State 5%)			\$151,592.35
25 Total Project (Lines 22, 23 & 24)			\$3,031,847.00

	Sponsor's Admin. - City of Concord Personnel	\$	10,000.00
	Independent Fee Estimate(s)	\$	1,500.00
1	Administrative Expenses	\$	11,500.00
2	Preliminary Expense - Layout Compass Calibration Pad	\$	25,000.00
4	Engineering Basic Fees - Jacobs Construction Administration	\$	90,229.00
5	Other Engineering Fees - GSI Materials Testing	\$	54,620.00
6	Project Inspection Fees - Jacobs Resident Engineer	\$	169,535.00
11	Construction and Project Improvement	\$	2,499,763.00
	FAA Flight Check for Runway 12 PAPI	\$	10,000.00
	Habitat Mitigation Fees	\$	171,200.00
13	Miscellaneous	\$	181,200.00
14	Total	\$	3,031,847.00

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Construct Taxiways and Install Runway 12 PAPI

AIRPORT : Concord Municipal Airport

1. Objective:

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

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

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

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

The purpose of the Runway 12 Precision Approach Path Indicator (PAPI) is to provide visual guidance to pilots to maintain a constant descent angle while providing a degree of obstacle clearance from known obstacles and obstructions (trees). The installation of a two box PAPI is the lowest cost option for mitigating for the obstructions as the trees are located on private land in a populated residential area. It is anticipated that the FAA will rescind the night restriction on approaches to Runway 12 based on the vertical guidance that the PAPI will provide.

2. Benefits Anticipated:

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

If approved, the Runway 12 PAPI will improve safety for pilots landing runway 12 and may also allow night approaches to Runway 12.

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

The new Taxiways will be constructed in three phases. Each phase will be awarded as funding is awarded. Phase 1 will include construction of the eastern most half of Taxiway B and Taxiway B1. Phase one will be constructed in 2013-2014. Phase 2 includes the construction of the western most half of Taxiway B, Taxiway B1 and Taxiway A1. Phase 2 is anticipated to be constructed in 2014-2015. Phase 3 includes the demolition of existing Taxiway A1 and the extension of Taxiway A. Phase 3 is anticipated to be constructed in 2014-2015.

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

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

Geotechnical Services Inc. (GSI) will contract directly with the City of Concord and will perform all Quality Assurance Materials Testing. Reference Appendix 7 for the Scope and Fee Estimate for Materials Testing.

The City of Concord will contract directly with the FAA to flight check the Runway 12 PAPI. Reference Appendix 8 for the Scope and Fee for the flight check.

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

4. Geographic Location:

The new taxiways and PAPI will be constructed at Concord Municipal Airport – Concord New Hampshire.

5. If Applicable, Provide Additional Information:

Environmental Impacts:

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

- Federal Aviation Administration - Finding of No Significant Impact (FONSI). Reference Appendix 4.
- US Fish and Wildlife Service – Biological Opinion (pending approval of revised alignment)
Reference 2010 Environmental Assessment
- NH Department of Environmental Services - Alteration of Terrain Permit. Reference Appendix 4.
- NH Division of Historical Resources – No Adverse Effect Memo. Reference Appendix 4.
- Federal Aviation Administration – Consultation and Coordination with Indian Tribal Governments.
Reference Appendix 4.
- Mitigation Agreement Between the City of Concord and the NH F&G Dept. (Pending)

Project Disadvantaged Business Enterprise (DBE) Statement

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

In accordance with this goal and methodology the project included in this grant application has a 4.1% DBE goal. Reference Appendix 11 for the FAA's FY 2012-2014 DBE Goal Concurrence.

Project Coordination Efforts

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

- City of Concord
- Jacobs Engineering
- Geotechnical Services Inc.
- Continental Paving Inc.
- New Hampshire Department of Transportation – Bureau of Aeronautics
- New Hampshire Army National Guard
- Concord Aviation Services
- Airport Users and Tenants
- New Hampshire Fish and Game Department

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

Ms. Martha Drukker
Associate Engineer
City of Concord
41 Green Street
Concord, NH 03301
603-225-8520

Certification of Contracts, Grants, Loans, and Cooperative Agreements

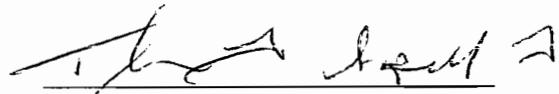
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Date: 5.10.13

Thomas J. Aspell, Jr
Name of Airport Sponsor


Signature of Authorized Official

City Manager
Title of Authorized Official

EXHIBIT "A" PROPERTY MAP

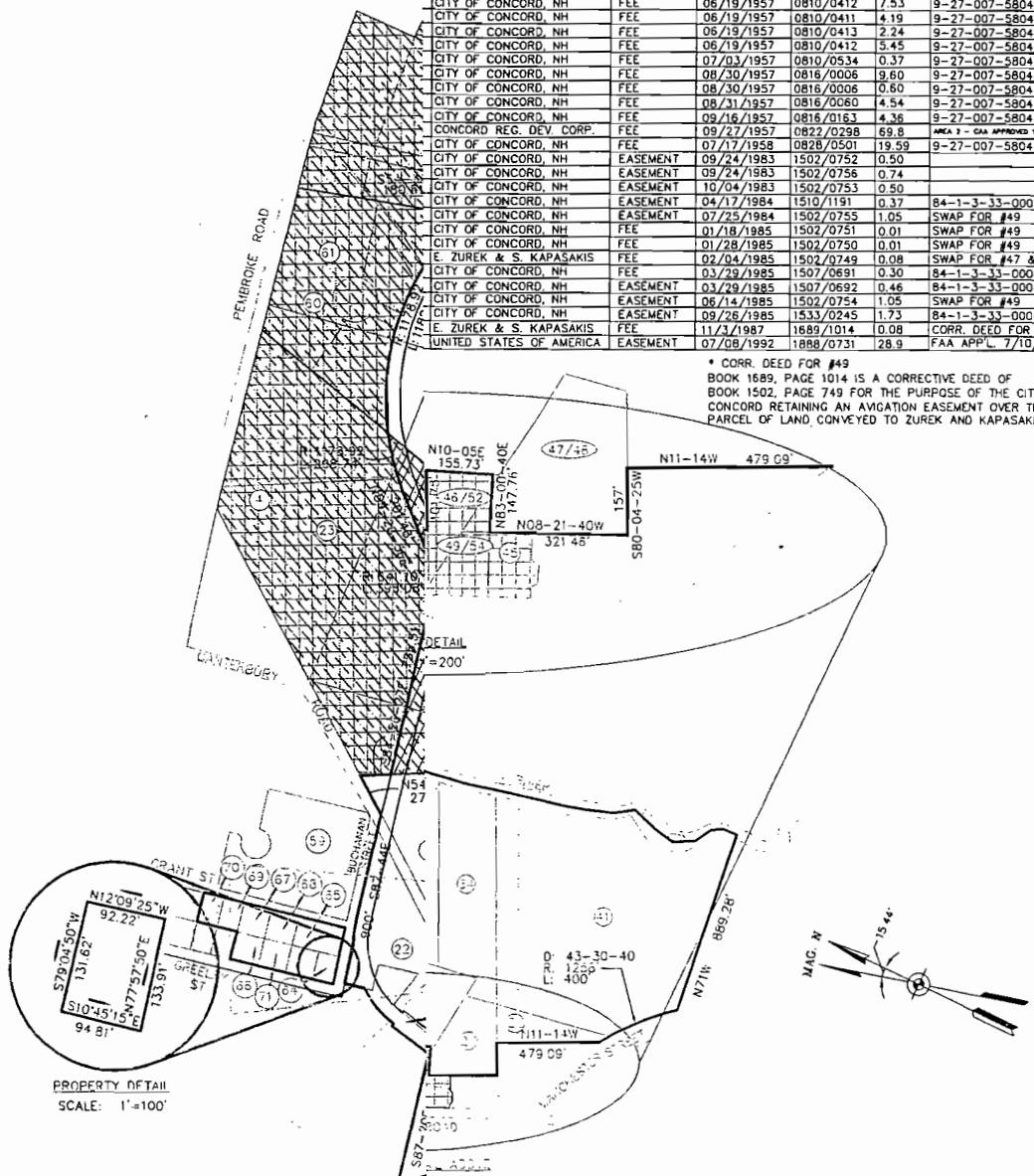
REVISIONS	NUMBER	DATE	DESCRIPTION
	6	03/31/09	ADDED MCRD BK / PG TO PARCEL 40
	7	06/01/09	ADDED PARCEL 42
	8	01/11/10	MULTIPLE REVISIONS IN RESPONSE TO FAA LETTER DATED 08/27/09
	9	09/14/10	MULTIPLE REVISIONS IN RESPONSE TO FAA EMAIL DATED 09/09/10
	10	01/26/11	MULTIPLE REVISIONS IN RESPONSE TO FAA EMAIL DATED 09/09/10

NUMBER	DATE	DESCRIPTION
1	09/24/02	UPDATED AREA 32, 33, AND 34
2	06/20/05	ADDED PARCEL 35
3	05/09/06	ADDED PARCELS 36 AND 37
4	04/27/07	ADDED PARCELS 38 AND 39
5	04/21/08	ADDED PARCELS 40 AND 41

SURVEYED BY	DATE
DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
PROJECT INFO:	

NOTES:
 1. PERIMETER BOUNDARY INFORMATION IS TAKEN FROM A COMPIL. ASSOCIATED WITH OR ABUTTING THE AIRPORT PROPERTY.
 2. FOR COMPLETE LIST OF PLAN REFERENCES SEE LETTER AND R. PAUL E GENDRON, LLS, CITY OF CONCORD, TO DONNA WITTE, AIR
 3. WITH REGARD TO GRANT AGREEMENT PROJECT NO. 7-33-0004. IN THE RECORD BY EITHER THE CITY OF CONCORD OR THE OFFICIAL REGION

GRANTEE	INST.	ACQUISITION DATE	MCRD BOOK/PAGE	AREA (ACRES)	REMARKS
CITY OF CONCORD, NH	FEE	03/05/1917	0434/0146		
CITY OF CONCORD, NH	FEE	03/05/1917	0434/0146		
CITY OF CONCORD, NH	FEE	03/05/1917	0434/0146		
CITY OF CONCORD, NH	FEE	07/30/1917	0434/0369		
CITY OF CONCORD, NH	FEE	04/22/1935	0534/0459	14.35	
CITY OF CONCORD, NH	FEE	02/11/1937	0552/0430		
CITY OF CONCORD, NH	FEE	09/15/1937	0542/0370		
CITY OF CONCORD, NH	FEE	01/18/1938	0559/0115		
CITY OF CONCORD, NH	FEE	03/25/1940	0582/0504		
CITY OF CONCORD, NH	FEE	03/25/1940	0582/0504		
CITY OF CONCORD, NH	FEE	03/28/1940	0560/0116		
CITY OF CONCORD, NH	FEE	11/20/1941	0590/0143		
CITY OF CONCORD, NH	FEE	02/28/1942	0590/0432		
CITY OF CONCORD, NH	FEE	03/05/1942	0590/0451		
CITY OF CONCORD, NH	FEE	03/07/1942	0590/0463		
CITY OF CONCORD, NH	FEE	05/06/1942	0650/0255		
CITY OF CONCORD, NH	FEE	05/06/1942	0650/0255		
CITY OF CONCORD, NH	FEE	05/06/1942	0650/0255		
CITY OF CONCORD, NH	FEE	05/06/1942	0650/0255		
CITY OF CONCORD, NH	FEE	05/06/1942	0650/0255		
CITY OF CONCORD, NH	FEE	12/15/1954	0758/0351		
CITY OF CONCORD, NH	FEE	12/15/1954	0758/0351		
CONCORD REG. DEV. CORP.	FEE	07/07/1955	0771/0037	48	AREA 1 - CAA APPROVED 10/29/26
CONCORD REG. DEV. CORP.	FEE	07/27/1955	0777/0060	3.3	AREA 3 - CAA APPROVED 10/29/26
CITY OF CONCORD, NH	FEE	09/24/1956	0798/0449	2.74	P/O AREA 3-10/29/58
CITY OF CONCORD, NH	FEE	02/08/1957	0807/0338	2.39	9-27-007-5804
CITY OF CONCORD, NH	FEE	02/08/1957	0810/0341	2.68	9-27-007-5804
CITY OF CONCORD, NH	FEE	05/22/1957	0810/0227	4.60	9-27-007-5804
CITY OF CONCORD, NH	FEE	06/13/1957	0810/0388	2.24	9-27-007-5804
CITY OF CONCORD, NH	FEE	06/13/1957	0810/0388	20.87	9-27-007-5804
CITY OF CONCORD, NH	FEE	06/19/1957	0810/0412	7.53	9-27-007-5804
CITY OF CONCORD, NH	FEE	06/19/1957	0810/0411	4.19	9-27-007-5804
CITY OF CONCORD, NH	FEE	06/19/1957	0810/0413	2.24	9-27-007-5804
CITY OF CONCORD, NH	FEE	06/19/1957	0810/0412	5.45	9-27-007-5804
CITY OF CONCORD, NH	FEE	07/03/1957	0810/0534	0.37	9-27-007-5804
CITY OF CONCORD, NH	FEE	08/30/1957	0816/0006	9.60	9-27-007-5804
CITY OF CONCORD, NH	FEE	08/30/1957	0816/0006	0.60	9-27-007-5804
CITY OF CONCORD, NH	FEE	08/31/1957	0816/0060	4.54	9-27-007-5804
CITY OF CONCORD, NH	FEE	09/16/1957	0816/0163	4.36	9-27-007-5804
CONCORD REG. DEV. CORP.	FEE	09/27/1957	0822/0298	69.8	AREA 7 - CAA APPROVED 10/29/26
CITY OF CONCORD, NH	FEE	07/17/1958	0828/0501	19.59	9-27-007-5804
CITY OF CONCORD, NH	EASEMENT	09/24/1983	1502/0752	0.50	
CITY OF CONCORD, NH	EASEMENT	09/24/1983	1502/0756	0.74	
CITY OF CONCORD, NH	EASEMENT	10/04/1983	1502/0753	0.50	
CITY OF CONCORD, NH	EASEMENT	04/17/1984	1510/1191	0.37	84-1-3-33-0004-03
CITY OF CONCORD, NH	EASEMENT	07/25/1984	1502/0755	1.05	SWAP FOR #49
CITY OF CONCORD, NH	FEE	01/18/1985	1502/0751	0.01	SWAP FOR #49
CITY OF CONCORD, NH	FEE	01/28/1985	1502/0750	0.01	SWAP FOR #49
E. ZUREK & S. KAPASAKIS	FEE	02/04/1985	1502/0749	0.08	SWAP FOR #47 & #48
CITY OF CONCORD, NH	FEE	03/29/1985	1507/0691	0.30	84-1-3-33-0004-03
CITY OF CONCORD, NH	EASEMENT	03/29/1985	1507/0692	0.46	84-1-3-33-0004-03
CITY OF CONCORD, NH	EASEMENT	06/14/1985	1502/0754	1.05	SWAP FOR #49
CITY OF CONCORD, NH	EASEMENT	09/26/1985	1533/0245	1.73	84-1-3-33-0004-03
E. ZUREK & S. KAPASAKIS	FEE	11/13/1987	1889/1014	0.08	CORR. DEED FOR #49 *
UNITED STATES OF AMERICA	EASEMENT	07/08/1992	1888/0731	28.9	FAA APPL. 7/10/92



* CORR. DEED FOR #49
 BOOK 1689, PAGE 1014 IS A CORRECTIVE DEED OF BOOK 1502, PAGE 749 FOR THE PURPOSE OF THE CITY OF CONCORD RETAINING AN AVIGATION EASEMENT OVER THE PARCEL OF LAND, CONVEYED TO ZUREK AND KAPASAKIS.

CITY OF CONCORD, NH

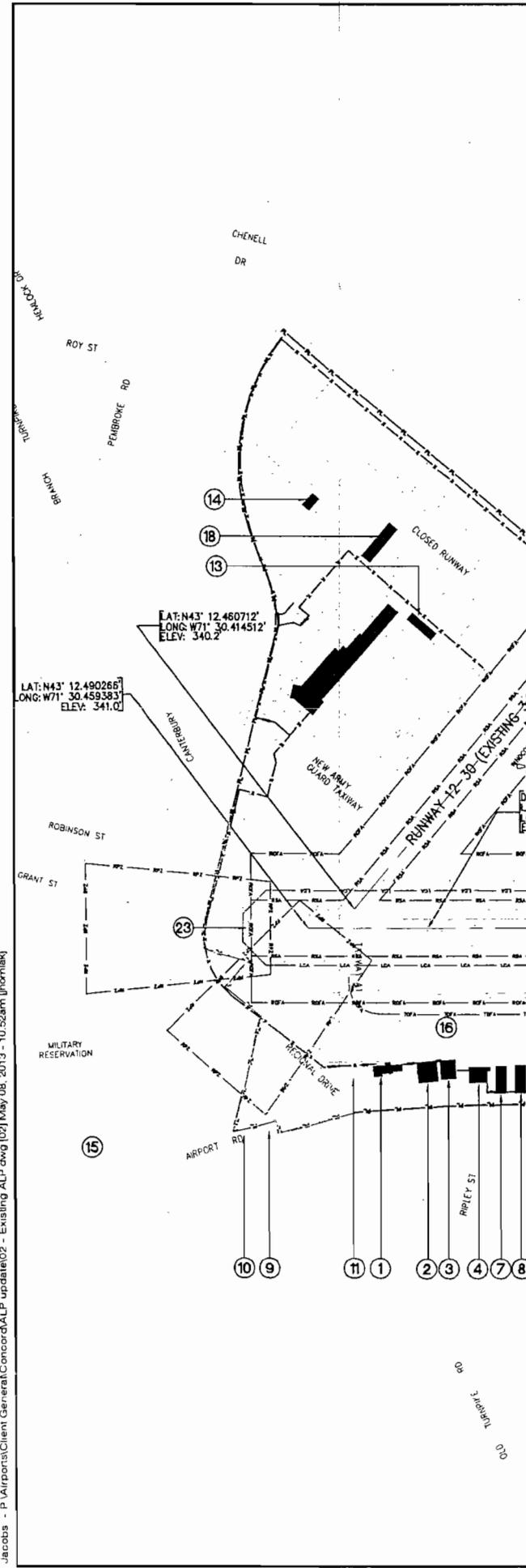
CONCORD MUNICIPAL AIRPORT
 PROPERTY PLAN
 EXHIBIT A

FILE NAME	PROJECT NAME	SHEET NO	TOTAL SHEETS
Exhibit_A_2010.dwg	AIRPORT	1	1

APPENDIX 1

Existing ALP

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



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

AIRPORT MIDDLE MARKER TO BE REMOVED. MIDDLE MARKER COORDINATES Lat 43°11'12.7" N Long 71°29'38.9" W REF OCT112EMAIL FROM MARTHA DRUKKER

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

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

BASED ON 2006 MASTER PLAN, REVISED BY HOYLE TANNER ASSOCIATES MAY 2006, PROJECT NO. 02 - EXISTING ALP, MANCHESTER, NH 03101-1227

PROPERTY OF CONCORD, HTA COMPANIES

PROJECT DESIGNER

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

CHECKED BY: SB
DRAWN BY: ZJB
DESIGNED BY: JWG

CONCORD MUNICIPAL AIRPORT
AIRPORT LAYOUT PLAN UPDATE

EXISTING
AIRPORT LAYOUT PLAN

DATE: JANUARY 2012
SCALE: 1"=400'

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

PRCJ No: E2X49000
FILE NAME: 02 - EXISTING ALP
GRANT No: SBG-04-05-2010

DRAWING NO.
2

SHEET 2 OF 11

DRAFT

APPENDIX 2

Standard Sponsor Certification Forms

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

City of Concord NH

Concord Municipal Airport

SBG-04-08-2013

*(Sponsor)**(Airport)**(Project Number)*

Taxiway Construction Project and Installation of Runway 12 PAPI
(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

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

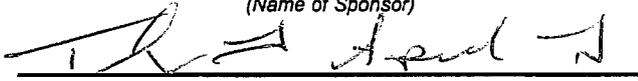
	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were (will be) selected using competitive procedures based on qualifications, experience,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

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

City of Concord New Hampshire

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Thomas J. Aspell, Jr.

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

5-31-13

(Date)

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

City of Concord NH

Concord Municipal Airport

SBG-04-08-2013

(Sponsor)

(Airport)

(Project Number)

Taxiway Construction Project and Installation of Runway 12 PAPI
(Work Description)

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

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

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

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Concord New Hampshire

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Thomas J. Aspell, Jr.

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

5.31.13

(Date)

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

City of Concord NH
(Sponsor)

Concord Municipal Airport
(Airport)

SBG-04-08-2013
(Project Number)

Taxiway Construction Project and Installation of Runway 12 PAPI
(Work Description)

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

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

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe) :			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.			
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

City of Concord New Hampshire

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Thomas J. Aspeli, Jr.

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

5.10.13

(Date)

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

City of Concord NH

Concord Municipal Airport

SBG-04-08-2013

(Sponsor)

(Airport)

(Project Number)

Taxiway Construction Project and Installation of Runway 12 PAPI
(Work Description)

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

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

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

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

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

City of Concord New Hampshire

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Thomas J. Aspell, Jr.

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

5-10-13

(Date)

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

City of Concord NH
(Sponsor)

Concord Municipal Airport
(Airport)

SBG-04-08-2013
(Project Number)

Taxiway Construction Project and Installation of Runway 12 PAPI
(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

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

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

City of Concord New Hampshire

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Thomas J. Aspell, Jr.

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

5.10.13

(Date)

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

City of Concord NH

Concord Municipal Airport

SBG-04-08-2013

(Sponsor)

(Airport)

(Project Number)

Taxiway Construction Project and Installation of Runway 12 PAPI
(Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

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

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

City of Concord New Hampshire

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Thomas J. Aspell, Jr.

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

5.10.13

(Date)

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

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

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

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

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

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

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

Continental Paving Inc.
1 Continental Drive
Londonderry, NH 03053

APPENDIX 3

Grant Assurances for Airport Sponsors



Grant Assurances Airport Sponsors

A. **General.**

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

B. **Duration and Applicability.**

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

3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

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

Federal Legislation

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

Executive Orders

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

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

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

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

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

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

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

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam

era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

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

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

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

22. Economic Nondiscrimination.

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

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

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

26. Reports and Inspections. It will:

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

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

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

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such

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

29. Airport Layout Plan.

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

- 30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

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

31. Disposal of Land.

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

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

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 4/16/2013 (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to

have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
 - a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

APPENDIX 4

Environmental Impact and Coordination Documentation

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

FINDING OF NO SIGNIFICANT IMPACT (FONSI)

Location

Concord Municipal Airport (CON)
Concord, NH

Proposed Action

a. Project Description:

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

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

b. Purpose and Need:

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

c. Alternatives:

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

Assessment

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

a. Endangered Species and Biotic Communities:

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

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

. Wetlands:

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

c. Historic or Cultural Resources:

The EA identified that the airport is eligible for listing on the National Register under criterion A and C. Additionally, the EA recommended Archaeological Phase 1B investigation in the area of the expanded itinerant apron and in the area identified for commercial development north of abandoned runway 03-21. Reference is made to the Appendix to Chapter 3 of the EA for the historic and cultural survey reports. Coordination with the federal and state agencies has indicated that the EA projects have been found to have no adverse effects to the cultural resources. Refer to the No Adverse Effect memorandum provided in the Appendix to Chapter 10 in the attached EA. Notwithstanding identification of cultural resources from the recommended Phase 1B investigations noted above, the projects are anticipated to have no impact to cultural resources.

d. Other Impact Categories:

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

Mitigation Measures

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

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

Conclusion and Approval

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



December 7, 2011

APPROVED: _____

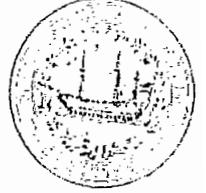
Date: _____

DISAPPROVED: _____

Date: _____



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 9, 2013

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

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

Permit: AoT-0555

Dear Applicant:

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

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

Sincerely,

Ridgely Mauck, P.E.
Alteration of Terrain Bureau

cc: Concord Planning Board
Concord Conservation Commission

ec: The Smart Associates, Inc.

DES Web site: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3503 • Fax: (603) 271-2982 • TDD Access: Relay NH 1-800-735-2964

Please mail the completed form and required material to:

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

RECEIVED
JAN 17 2013

DHR Use Only	
R&C#	4481
Log In Date	1/17/13
Response Date	1/25/13
Sent Date	1/28/13

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

- This is a new submittal.
- This is additional information relating to DHR Review and Compliance (R&C)#:

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

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

PROJECTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION

Project Boundaries and Description

- Attach the relevant portion of a 7.5' USGS Map (photocopied or computer-generated) *indicating the proposed area of potential effect (APE)*. (See RPR for Transportation Projects Instructions and R&C FAQs for guidance. Note that the APE is subject to approval by lead federal agency and SHPO.)
- Attach a detailed narrative description of the proposed project.
- Attach current engineering plans with tax parcel, landscape, and building references, and areas of proposed excavation, if available.
- Attach photos of the project area/APE with photo key (overview of project location and area adjacent to project location, and specific areas of proposed impacts and disturbances.) (Blank photo logs are available on the DHR website. Informative photo captions can be used in place of a photo log.)
- A DHR file review must be conducted to identify properties within or adjacent to the APE. Provide file review results in Table 1. (Blank table forms are available on the DHR website.)
File review conducted on 01/10/2013.*

**The DHR recommends that all survey/National Register nomination forms and their Determination of Eligibility (green) sheets are copied for your use in project development.*

Architecture

Are there any buildings, structures (bridges, walls, culverts, etc.) objects, districts or landscapes within the APE? Yes No

If no, skip to Archaeology section. If yes, submit all of the following information:

- Attach completed Table 2.
- Photographs of *each* resource or streetscape located within the APE. Add to the photo key and photo log noted above. (Digital photographs are accepted. All photographs must be clear, crisp and focused.)
- Copies of National Register boundary (listed or eligible) mapping, and add National Register boundaries for listed and eligible properties to the 7.5' USGS project map (if applicable).

Archaeology

Does the proposed undertaking involve ground-disturbing activity? Yes No

If yes, submit all of the following information:

- Description of current and previous land use and disturbances.
- Available information concerning known or suspected archaeological resources within the project area (such as cellar holes, wells, foundations, dams, etc.)

Please note that for many projects an architectural and/or archaeological survey or other additional information may be needed to complete the Section 106 process.

AGENCY COMMENT

This Space for DOT and Division of Historical Resources Use Only

Sent to DHR; Authorized DOT Signature: _____ Date: _____

- Insufficient information to initiate review.
- Additional information is needed in order to complete review.

Comments: *Consistent with project as proposed in 2011 (Project B under SBG-08-05-2010; RPR 1773). Recommend No Adv Effect.*

If plans change or resources are discovered in the course of this project, you must contact the Division of Historical Resources as required by federal law and regulation.

Authorized DHR Signature: *Michael Brown DSHPO* Date: *1-25-13*

No Adverse Effect Memo

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

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

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

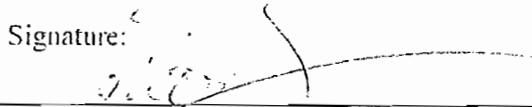
1. Concord Municipal Airport is eligible for the National Register of Historic Places under Criteria A and C.

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

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

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

Signature:

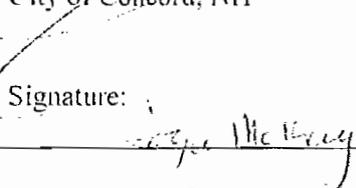


Carlos Bafa, Deputy City Manager - Development
City of Concord, NH

3-30-11

Date

Signature:

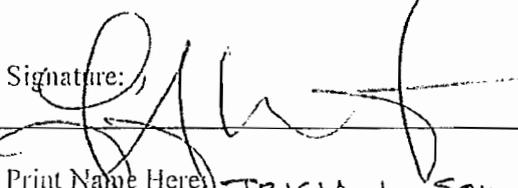


Joyce McKay, Cultural Resources Manager
NHDOT

4/3/11

Date

Signature:



Print Name Here: TRICIA L. SCHONECK LAMBERT
NHDOT

4/4/11

Date

ADMINISTRATOR, BUREAU OF AERONAUTICS

Signature:



Print Name Here: Richard Doucette
FEDERAL AVIATION ADMINISTRATION

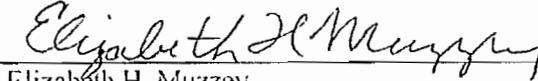
4/12/11

Date

See attached
letter

Concurred with by the NH State Historic Preservation Officer:

Signature:



Elizabeth H. Muzzey

4/7/11

Date

State Historic Preservation Officer
NH Division of Historical Resources

- c. Chris St. Louis, NHDHR
John Gorham, PE Jacobs



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

New England Region
Office of the Regional Administrator

12 New England Executive Park
Burlington, MA 01803

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

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

Dear Mr. Brown:

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

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

Purpose of Government-to-Government Consultation

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

Consultation Initiation

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

Project Information

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

Confidentiality

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

FAA Contact Information

JACOBS

A10-69

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

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

Sincerely,

Amy L. Corbett
Regional Administrator

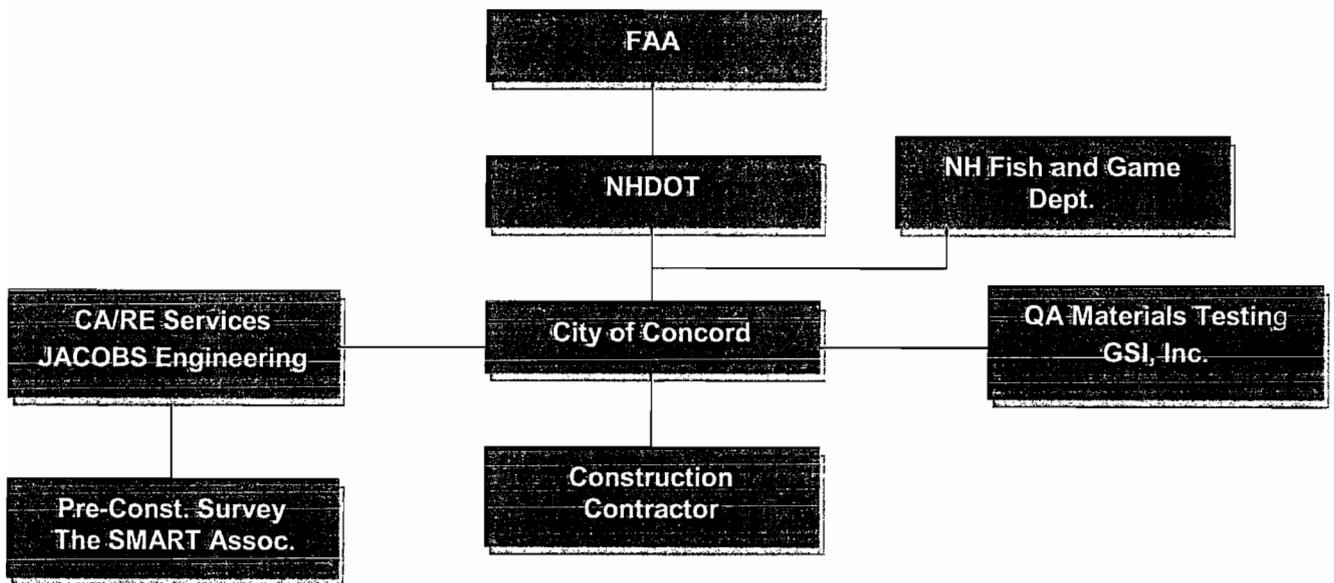
ANE - 610: RDoucette: rd: (781)238-7613: 100722: G:\Correspondence and
Coordination\Government-To-Government

APPENDIX 5

Organizational Chart

Concord Municipal Airport
Taxiway Construction Project
Grant #SBG-04-08-2013

Project Organizational Chart



APPENDIX 6

Scope of Work and Fee Estimate for Engineering Services

EXHIBIT A - SCOPE

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

I. GENERAL

The basic scope of the project is as follows:

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

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

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

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

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

The specific items of work shall include:

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

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

partial and final payments. This effort will include review of the project quantities, collection of payrolls and collection of lien waivers from the contractor. A total of (10) contractor pay applications have been assumed for this project.

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

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

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

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

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

The specific items of work shall include:

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

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

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

IV. WORK NOT INCLUDED IN THIS PROPOSAL

- A. The following items are not included in the scope of services, as provided by the Engineer:
 1. Hazardous material testing and reporting
 2. Subsurface investigation and utility location services

3. Mechanical engineering services
4. Survey layout
5. Survey verification for the calculation of quantities
5. Coordination with utility companies
6. Additional bidding
7. Alterations to design, plans, etc. as a result of available funding
8. Special Inspections (Erosion Control, structural, etc...)
9. FAA Safety Management System effort is not included.
10. Record (as-built) survey
11. Materials testing

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

for

Construct Taxiways Project

at

**Concord Municipal Airport
Concord, NH**

SUMMARY		
ARTICLE E1	Project and Construction Administration - Phase 1 (2013-14)	\$31,829
ARTICLE E2	Project and Construction Administration - Phase 2 (2014-15)	\$35,804
ARTICLE E3	Project and Construction Administration - Phase 3 (2014-15)	\$22,596
ARTICLE F1	Resident Engineering - Phase 1 (2013-14; 60 days)	\$60,006
ARTICLE F2	Resident Engineering - Phase 2 (2014-15; 75 days)	\$77,473
ARTICLE F3	Resident Engineering - Phase 3 (2014-15; 30 days)	\$32,056
	Materials Testing - By Other	\$0
	TOTAL	\$259,763

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

ARTICLE E1 Project and Construction Administration - Phase 1 (2013-14)								
Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Phasing Graphics (1 of 2 estimated)			1		4		5
II.A.2.	Attend City or State Sponsored coordination meetings (1 of 3 estimated)		4					4
II.A.3.	Prepare Notice to Proceed for the City to issue to the contractor (1 of 2 estimated)		1					1
II.A.4.	Task not used in this phase							0
II.A.5.	Prepare materials and attend pre-construction conference (1 of 2 estimated)		3	3		4	2	12
II.A.6.	Prepare and issue Construction Management Plan			8			2	10
II.A.7.	Prepare materials and attend pre-paving conferences (1 of 2 estimated)		3	6			2	11
II.A.8.	Review contractor's submittals/shop drawings (1-35 of 45 estimated)		8	50				58
II.A.9.	Prepare and submit FAA monthly construction progress reports (1-3 of 10 estimated)			3				3
II.A.10.	Prepare and submit federal grant reimbursements (1-3 of 10 estimated)		6					6
II.A.11.	Compile backup data for State of NH billing (1-3 of 10 estimated)		1					1
II.A.12.	Review and monitor contractor's QC Program			8				8
II.A.13.	Review contractor's pay requisitions (1-3 of 10 estimated)			9				9
II.A.14.	Review contractor's certified payrolls			2			8	10
II.A.15.	Field communications and support during construction-estimated		8	60	6			74
II.A.16.	Coordination with QA testing subconsultant		2	16				18
II.A.17.	Respond to contractor's RFI during construction (1-3 of 10 estimated)		3	4	4			11
II.A.18.	Attend weekly project meetings (8 estimated)		12	12				24
II.A.19.	Prepare and issue change orders during construction (1 of 3 estimated)		2	4			4	10
II.A.20.	Prepare and issue supplemental agreements (1 of 2 estimated)		2					2
II.A.21.	Prepare and issue start/stop work orders (1 of 2 estimated)			1				1
II.A.22.	Task not used in this phase							0
II.A.23.	Task not used in this phase							0
II.A.24.	Task not used in this phase							0
II.A.25.	Prepare and distribute (1) substantial completion letter for the project (Phase 1)			1				1
II.A.26.	Task not used in this phase							0
II.A.27.	Retention of Records						4	4
II.A.28.	Prepare Project Scope and Fee and Attend Mtg	4		4			4	12
II.A.29.	QA/QC	4	4					8
TOTAL HOURS		8	59	192	10	8	26	303
RATES		\$85.00	\$53.00	\$40.00	\$64.00	\$27.00	\$25.00	
PAYROLL		\$680.00	\$3,127.00	\$7,680.00	\$640.00	\$216.00	\$650.00	\$12,993.00

			TOTAL PAYROLL	\$12,993
<u>Expenses</u>			OVERHEAD	118.43% <u>\$15,388</u>
Travel to/from CON:	\$360	(\$30/trip)	PAYROLL COST	\$28,381
Printing, Postage, etc.:	\$250		FIXED FEE	10% <u>\$2,838</u>
Total Expenses:			EXPENSES	<u>\$610</u>
			TOTAL FEE:	<u>\$31,829</u>
<u>Trips</u>				
Pre-construction conference	1			
Pre-paving conference	1			
Site Visits/coordination meetings/IFE mtg	10			
Total Trips:				
			TOTAL PAYROLL	\$12,993

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

ARTICLE E2 Project and Construction Administration - Phase 2 (2014-15)								
Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Phasing Graphics (2 of 2 estimated)			1		4		5
II.A.2.	Attend City or State Sponsored coordination meetings (2 of 3 estimated)		4					4
II.A.3.	Prepare Notice to Proceed for the City to issue to the contractor (2 of 2 estimated)		1					1
II.A.4.	Prepare and submit FAA Form 7460 for the proposed wind cone			2				2
II.A.5.	Prepare materials and attend pre-construction conference (2 of 2 estimated)		3	3		4	2	12
II.A.6.	Task not used in this phase							0
II.A.7.	Prepare materials and attend pre-paving conferences (2 of 2 estimated)		3	6			2	11
II.A.8.	Review contractor's submittals/shop drawings (35-45 of 45 estimated)		5	15				20
II.A.9.	Prepare and submit FAA monthly construction progress reports (4-8 of 10 estimated)			5				5
II.A.10.	Prepare and submit federal grant reimbursements (4-8 of 10 estimated)		10					10
II.A.11.	Compile backup data for State of NH billing (4-8 of 10 estimated)		5					5
II.A.12.	Review and monitor contractor's QC Program			8				8
II.A.13.	Review contractor's pay requisitions (4-8 of 10 estimated)			15				15
II.A.14.	Review contractor's certified payrolls			2			10	12
II.A.15.	Field communications and support during construction-estimated		8	80	6			94
II.A.16.	Coordination with QA testing subconsultant		4	32				36
II.A.17.	Respond to contractor's RFI during construction (4-8 of 10 estimated)		5	10	4			19
II.A.18.	Attend weekly project meetings (11 estimated)		15	18				33
II.A.19.	Prepare and issue change orders during construction (2 of 3 estimated)		2	4			4	10
II.A.20.	Prepare and issue supplemental agreements (2 of 2 estimated)		2					2
II.A.21.	Prepare and issue start/stop work orders (2 of 2 estimated)			1				1
II.A.22.	Task not used in this phase							0
II.A.23.	Task not used in this phase							0
II.A.24.	Task not used in this phase							0
II.A.25.	Prepare and distribute (1) substantial completion letter for the project (Phase 2)			1				1
II.A.26.	Task not used in this phase							0
II.A.27.	Retention of Records						8	8
II.A.28.	Task not used in this phase							0
II.A.29.	QA/QC	4	8					12
TOTAL HOURS		4	75	203	10	8	26	326
RATES		\$90.00	\$55.00	\$42.00	\$67.00	\$28.00	\$26.00	
PAYROLL		\$360.00	\$4,125.00	\$8,526.00	\$670.00	\$224.00	\$676.00	\$14,581.00

<u>Expenses</u>		TOTAL PAYROLL	\$14,581
Travel to/from CON:	\$420 (\$30/trip)	OVERHEAD 118.43%	\$17,268
Printing, Postage, etc.:	\$350	PAYROLL COST	\$31,849
Total Expenses:	\$770	FIXED FEE 10%	\$3,185
<u>Trips</u>		EXPENSES	\$770
Pre-construction conference	1	TOTAL FEE:	\$35,804
Pre-paving conference	1		
Site Visits/coordination meetings/IFE mtg	12		
Total Trips:	14		

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

ARTICLE E3 Project and Construction Administration - Phase 3 (2014-15)								
Task	Description	Principal-in-Charge	Project Manager	Project Engineer	Electrical Engineer	CADD Tech.	Admin. Support	TOTAL
II.A.1.	Task included in this phase							0
II.A.2.	Attend City or State Sponsored coordination meetings (3 of 3 estimated)		4					4
II.A.3.	Task included in this phase							0
II.A.4.	Task included in this phase							0
II.A.5.	Task included in this phase							0
II.A.6.	Task included in this phase							0
II.A.7.	Task included in this phase							0
II.A.8.	Task included in this phase							0
II.A.9.	Prepare and submit FAA monthly construction progress reports (9-10 of 10 estimated)			2				2
II.A.10.	Prepare and submit federal grant reimbursements (9-10 of 10 estimated)		4					4
II.A.11.	Compile backup data for State of NH billing (9-10 of 10 estimated)		2					2
II.A.12.	Review and monitor contractor's QC Program			4				4
II.A.13.	Review contractor's pay requisitions (9-10 of 10 estimated)			6				6
II.A.14.	Review contractor's certified payrolls			2			4	6
II.A.15.	Field communications and support during construction-estimated		4	32				36
II.A.16.	Coordination with QA testing subconsultant		2	8				10
II.A.17.	Respond to contractor's RFI during construction (9-10 of 10 estimated)		2	4				6
II.A.18.	Attend weekly project meetings (4 estimated)		6	6				12
II.A.19.	Prepare and issue change orders during construction (3 of 3 estimated)		2	4			4	10
II.A.20.	Task included in this phase							0
II.A.21.	Task included in this phase							0
II.A.22.	Attend (1) Final Inspection meeting		4	4	10			18
II.A.23.	Prepare and distribute (1) project punch list			4			2	6
II.A.24.	Prepare and distribute (1) as-built plan set		2	4		24		30
II.A.25.	Prepare and distribute (1) substantial completion letter for the project		1					1
II.A.26.	Prepare and distribute close-out documents		4	16			8	28
II.A.27.	Retention of Records						8	8
II.A.28.	Task included in this phase							0
II.A.29.	QA/QC	2	8					10
TOTAL HOURS		2	45	96	10	24	26	203
RATES		\$90.00	\$55.00	\$42.00	\$67.00	\$28.00	\$26.00	
PAYROLL		\$180.00	\$2,475.00	\$4,032.00	\$670.00	\$672.00	\$676.00	\$8,705.00

		TOTAL PAYROLL	\$8,705
<u>Expenses</u>		OVERHEAD	118.43% <u>\$10,309</u>
Travel to/from CON:	\$180 (\$30/trip)	PAYROLL COST	\$19,014
Printing, Postage, etc.:	\$1,500 (incl. As-built drawings)	FIXED FEE	10% \$1,901
	Total Expenses: <u>\$1,680</u>	EXPENSES	<u>\$1,680</u>
<u>Trips</u>		TOTAL FEE:	<u>\$22,596</u>
Site Visits/coordination meetings	5		
Final Inspection	1		
	Total Trips: <u>6</u>		

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

ARTICLE F1						
Resident Engineering - Phase 1 (2013-14; 60 days)						
2013 Construction Seasons	60	Day Construction Period				
Resident Engineer						<u>HOURS</u>
8.6	wks x	6	days per wk x	10	hrs per day	= 514
Pre-field Preparation						= 8
Post-field Close-Out						= 8
					Subtotal	530
Resident Engineer	530	hrs @	\$45.50	/hr	=	\$24,115.00

Expenses

Travel - 60mi/day personel car mileage	\$1,790
Tolls - \$2/day	\$103
Misc. Supplies (assumes \$20/week)	<u>\$171</u>
Total Expenses	\$2,064

TOTAL PAYROLL	\$24,115.00
OVERHEAD (118.43%)	<u>\$28,559.39</u>
PAYROLL COST	\$52,674.39
FIXED FEE (10%)	\$5,267.44
EXPENSES	\$2,064.00
TOTAL	\$60,005.83

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

ARTICLE F2						
Resident Engineering - Phase 2 (2014-15; 75 days)						
2014 Construction Seasons	75	Day Construction Period				
Resident Engineer						HOURS
10.7	wks x	6	days per wk x	10	hrs per day	= 643
Pre-field Preparation						= 8
Post-field Close-Out						= 8
					Subtotal	659
Resident Engineer	659	hrs @	\$47.25	/hr	=	\$31,137.75

Expenses		TOTAL PAYROLL	\$31,137.75
Travel - 60mi/day personel car mileage	\$2,314		
Tolls - \$2/day	\$129		
Misc. Supplies (assumes \$20/week)	\$214	OVERHEAD (118.43%)	\$36,876.44
Total Expenses	\$2,657	PAYROLL COST	\$68,014.19
		FIXED FEE (10%)	\$6,801.42
		EXPENSES	\$2,657.14
		TOTAL	\$77,472.75

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

ARTICLE F3						
Resident Engineering - Phase 3 (2014-15; 30 days)						
2014 Construction Seasons	30	Day Construction Period				
Resident Engineer					=	<u>HOURS</u>
4.3	wks x	6	days per wk x	10	hrs per day	= 257
Pre-field Preparation						= 8
Post-field Close-Out						= 8
					Subtotal	273
Resident Engineer	273	hrs @	\$47.25	/hr	=	\$12,899.25

Expenses		TOTAL PAYROLL	\$12,899.25
Travel - 60mi/day personel car mileage	\$926		
Tolls - \$2/day	\$51		
Misc. Supplies (assumes \$20/week)	\$86	OVERHEAD (118.43%)	\$15,276.58
Total Expenses	<u>\$1,063</u>	PAYROLL COST	\$28,175.83
		FIXED FEE (10%)	\$2,817.58
		EXPENSES	\$1,062.86
		TOTAL	\$32,056.27

APPENDIX 7

Scope of Work and Fee Estimate for Materials Testing Services



GEOTECHNICAL SERVICES INC.

Geotechnical Engineering

Environmental Studies

Materials Testing

Construction Monitoring

May 3, 2013

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

**RE: Construction Materials Testing Proposal
Concord Municipal Airport
Concord, New Hampshire**

GSI Proposal No. 150-13

Dear Ms. Drukker,

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

SCOPE OF SERVICES

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

EARTHWORK

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

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

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

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

55 North Stark Highway, Weare, NH 03281

603/529/7766

FAX 603/529/7080

30 Newbury Street, Boston, MA 02116

617/455/4248

FAX 617/745/4308

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

CONCRETE

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

ASTM C143 - Test Method for Slump of Hydraulic Cement Concrete

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

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

And, if requested:

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

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

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



ASPHALT

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

REINFORCING STEEL

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

FEES

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

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

Very truly yours,

GEOTECHNICAL SERVICES, INC.



Harry K. Wetherbee, P.E.
Principal Engineer

Enclosures



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

Authorized Client Signature	Printed Name
Date	Company



GEOTECHNICAL SERVICES, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

PROFESSIONAL SERVICES TERMS AND CONDITIONS - Construction Monitoring

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

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

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

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

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

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

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

CONSTRUCTION/FIELD OBSERVATION

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

TIME BAR TO LEGAL ACTION: All legal actions by either party against the other for breach of this agreement or any addendum to it, or for failure to perform in accordance with the applicable standard of care, or that are essentially based upon such breach or such failure, shall be barred after two (2) years have passed from the time the claimant knew or should have known of its claim, and under circumstances shall be initiated after four (4) years have passed from the date which GSI substantially completes its services. Substantial completion shall be defined to mean completion of monitoring services as called for hereunder, unless GSI's services shall be terminated earlier. After four (4) years have passed from the date of substantial completion, CLIENT agrees to indemnify, defend, and hold GSI harmless from any claim or liability or injury or loss allegedly arising from GSI's failure to perform in accordance with the applicable standard of care. In addition, CLIENT agrees to compensate GSI for any time spent or expenses incurred by GSI in defense of any such claim, with compensation to be based upon GSI's prevailing Rate Schedule and expense reimbursement policy.

GEOTECHNICAL SERVICES, INC. - RATE SCHEDULE, 2013

A. PROFESSIONAL STAFF

Principal Engineer	125/hr
Professional Engineer	85/hr
Staff Engineer	75/hr
Field Engineering Technician	60/hr
Word Processing	50/hr

B. CONSTRUCTION MONITORING SERVICES

Field Technician	130/½ day
	240/full day
Steel Inspector (AWS Visual)	75/hr

C. LABORATORY TESTING SERVICES

Soils

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

Concrete and Aggregates

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

Asphalt

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

D. SUBSURFACE EXPLORATIONS

SUBCONTRACTOR COST + 20%

E. EQUIPMENT/MISCELLANEOUS

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

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



ESTIMATE OF STAFF EFFORT - PERSON HOURS
Materials Testing

for

Construct Taxiways Project

at

Concord Municipal Airport
Concord, NH

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

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

Materials Testing - Phase 1 (2013-14)

MATERIAL TESTING BY SUBCONSULTANT

Aggregate Material QA Testing:		(P-209, P-401, P-610 Structural Conc., Crushed Stone)			
4 Wear Tests	@	\$250	=	\$1,000	
4 Sulfate Soundness Tests	@	\$250	=	\$1,000	
4 Grain Size Analysis	@	\$85	=	\$340	
4 Hydrometer Analysis	@	\$85	=	\$340	
4 Unit Weight Tests	@	\$50	=	\$200	
4 Flat/Elongates Tests	@	\$75	=	\$300	
4 Fractured Faces	@	\$50	=	\$200	
4 Sand Equivalency	@	\$210	=	\$840	
4 Atterberg Limits	@	\$95	=	\$380	
4 Specific Gravity Tests	@	\$150	=	\$600	
1 Porosity	@	\$50	=	\$50	
				Subtotal	\$5,250
P401 Bituminous Concrete Testing (2,500 Tons)					
5 Days Plant Inspection (10 hour day)	@	\$750	=	\$3,750	
5 Days Testing of cores (5 hour day)	@	\$240	=	\$1,200	
175 Mileage to/from plant	@	\$0.565	=	\$99	
				Subtotal	\$5,049
Sampling and laboratory testing of P152 excavation materials (suitable backfill), P154 aggregate subbase, and P209 crushed aggregate course					
7 Modified Proctor Tests	@	\$110	=	\$770	
15 Grain Size Analysis	@	\$85	=	\$1,275	
15 Hydrometer Analysis	@	\$85	=	\$1,275	
				Subtotal	\$3,320
Field density tests on backfills, sub grades, sub bases, and base courses. (Assume 1 Lot = 1trip = 2 sandcones = 1 hours for Sr. technician)					
30 Lots	@	\$130	=	\$3,900	
1000 Miles (35 mi/trip)	@	\$0.565	=	\$565	
				Subtotal	\$4,465.00
Structural Concrete Testing (Headwall, Sign Bases, Wind Cone)					
Concrete Cylinders - Technician	10 Days (4 hour min.)	@	\$240	=	\$2,400
Concrete Cylinders (3 per placement)	30 Each	@	\$15	=	\$450
Technician Mileage - Cylinders	350 Miles	@	\$0.565	=	\$197.75
				Subtotal	\$3,047.75
ESTIMATED TOTAL MATERIALS TESTING EXPENSE				=	\$21,131.63

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

Materials Testing - Phase 2 (2014-15)					
MATERIAL TESTING BY SUBCONSULTANT					
Aggregate Material QA Testing : (P-209, P-401, P-610, Crushed Stone)					
	4 Wear Tests	@	\$250	=	\$1,000
	4 Sulfate Soundness Tests	@	\$250	=	\$1,000
	4 Grain Size Analysis	@	\$85	=	\$340
	4 Hydrometer Analysis	@	\$85	=	\$340
	4 Unit Weight Tests	@	\$50	=	\$200
	4 Flat/Elongates Tests	@	\$75	=	\$300
	4 Fractured Faces	@	\$50	=	\$200
	4 Sand Equivalency	@	\$210	=	\$840
	4 Atterberg Limits	@	\$95	=	\$380
	4 Specific Gravity Tests	@	\$150	=	\$600
	1 Porosity	@	\$50	=	\$50
				Subtotal	\$5,250
P401 Bituminous Concrete Testing (2,600 Tons)					
	5 Days Plant Inspection (10 hour day)	@	\$750	=	\$3,750
	5 Days Testing of cores (5 hour day)	@	\$240	=	\$1,200
	175 Mileage to/from plant	@	\$0.565	=	\$99
				Subtotal	\$5,049
Sampling and laboratory testing of P152 excavation materials (suitable backfill), P154 aggregate subbase, and P209 crushed aggregate course					
	8 Modified Proctor Tests	@	\$110	=	\$880
	20 Grain Size Analysis	@	\$85	=	\$1,700
	20 Hydrometer Analysis	@	\$85	=	\$1,700
				Subtotal	\$4,280
Field density tests on backfills, sub grades, sub bases, and base courses. (Assume 1 Lot = 1 trip = 2 sandcones = 1 hours for Sr. technician)					
	45 Lots	@	\$130	=	\$5,850
	1500 Miles (35 mi/trip)	@	\$0.565	=	\$848
				Subtotal	\$6,697.50
Structural Concrete Testing (Sign Bases, PAPI Foundation)					
Concrete Cylinders - Technician	10 Days (4 hour min.)	@	\$240	=	\$2,400
Concrete Cylinders (3 per placement)	30 Each	@	\$15	=	\$450
Technician Mileage - Cylinders	350 Miles	@	\$0.565	=	\$197.75
				Subtotal	\$3,047.75
ESTIMATED TOTAL MATERIALS TESTING EXPENSE				=	\$24,324.13

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

Materials Testing - Phase 3 (2014-15)					
MATERIAL TESTING BY SUBCONSULTANT					
Aggregate Material QA Testing: (P-209, P-401, P-610, Crushed Stone)					
1	Wear Tests		@	\$250	= \$250
1	Sulfate Soundness Tests		@	\$250	= \$250
1	Grain Size Analysis		@	\$85	= \$85
1	Hydrometer Analysis		@	\$85	= \$85
1	Unit Weight Tests		@	\$50	= \$50
1	Flat/Elongates Tests		@	\$75	= \$75
1	Fractured Faces		@	\$50	= \$50
1	Sand Equivalency		@	\$210	= \$210
1	Atterberg Limits		@	\$95	= \$95
1	Specific Gravity Tests		@	\$150	= \$150
1	Porosity		@	\$50	= \$50
				Subtotal	\$1,350
P401 Bituminous Concrete Testing (1,125 Tons)					
3	Days Plant Inspection (10 hour day)		@	\$750	= \$2,250
3	Days Testing of cores (5 hour day)		@	\$240	= \$720
105	Mileage to/from plant		@	\$0.565	= \$59
				Subtotal	\$3,029
Sampling and laboratory testing of P152 excavation materials (suitable backfill), P154 aggregate subbase, and P209 crushed aggregate course					
3	Modified Proctor Tests		@	\$110	= \$330
5	Grain Size Analysis		@	\$85	= \$425
5	Hydrometer Analysis		@	\$85	= \$425
				Subtotal	\$1,180
Field density tests on backfills, sub grades, sub bases, and base courses. (Assume 1 Lot = 1 trip = 2 sandcones = 1 hours for Sr. technician)					
20	Lots		@	\$130	= \$2,600
700	Miles (35 mi/trip)		@	\$0.565	= \$396
				Subtotal	\$2,995.50
Structural Concrete Testing (Sign Bases)					
Concrete Cylinders - Technician	2 Days (4 hour min.)		@	\$240	= \$480
Concrete Cylinders (3 per placement)	6 Each		@	\$15	= \$90
Technician Mileage - Cylinders	70 Miles		@	\$0.565	= \$39.55
				Subtotal	\$609.55
ESTIMATED TOTAL MATERIALS TESTING EXPENSE					= \$9,164.38

APPENDIX 8

Scope of Work and Fee Estimate for FAA Flight Check of PAPI

Homiak, Jason

From: georgia.hines@faa.gov
Sent: Friday, March 29, 2013 9:37 AM
To: Homiak, Jason
Cc: Gorham, John; MDrukker@ConcordNH.gov
Subject: Re: Flight Check - Concord, NH
Attachments: VGSI Data Form DEC 5 2006.doc

Morning,

Sorry for the time it took me to get back to you. We estimate 1.5 hr in a King Air to commission one PAPI at Concord, NH. That estimate would be \$3,639.41.

Very generally speaking for your planning purposes, we usually estimate 1 hr/PAPI and .5 enroute. If you had 2 PAPIs, that estimate could be 2.5 hrs for \$6,065.68. The enroute time will vary based on your location. Usually we can use a King Air on the east coast but again, depending on the location, it could be a Lear or Challenger and those rates are higher.

Usually estimates for 1-2 PAPIs run between \$4K and \$10K. I recommend if you have any upcoming projects, just send me a quick message like you did below and I'll get an estimate for you specific to your project. I'm usually much quicker replying....

If you want to proceed with an agreement to fund an inspection, I'd request the following information:

Sponsor (who's paying):

Requirement: (or correct me)

POC name, full mailing address, phone & e-mail:

Invoicing POC name, full mailing address, phone & e-mail:

Agreement signature authority name & title:

Sponsor Tax ID Number:

Sponsor DUNs Number (if available)

Once the agreement is signed and funded, if the site is ready I'll let the scheduler know to get it on the schedule. Or you can just call to request the inspection when you are. It's helpful to know when you tentatively plan the inspection for planning purposes. It's preferable to start the agreement 4-6 months before you anticipate the inspection so we can get the paperwork and funding in place with plenty time before you need us.

FYI, we'll need this datasheet filled out for new or relocated PAPIs before we can fly:

(See attached file: VGSI Data Form DEC 5 2006.doc) It can just be e-mailed to the address at the bottom of the form.

Just send it when you (or the installer) get the info.

Hope that helps. If you need anything further, just let me know.

Georgia

Georgia Hines
Planning and Acquisition Team, AJW-392
Flight Inspection Services
Federal Aviation Administration
(405) 954-8545

From: "Homiak, Jason" <Jason.Homiak@jacobs.com>
AJW-392, Planning & Acquisition Team
To: Georgia Hines/AMC/FAA@FAA,
Cc: "Gorham, John" <John.Gorham@jacobs.com>,
"MDrukker@ConcordNH.gov" <MDrukker@ConcordNH.gov>
Date: 03/14/2013 08:46 AM
Subject: Flight Check

Good Morning,

In 2014 Concord Municipal Airport-Concord NH will be installing a 2-box PAPI servicing Runway 12. For budgeting purposes can you provide a typical cost for a flight check on a new PAPI? I understand costs can vary depending on if flights can be grouped within a region so if you could give us an average cost and a high end cost that would be much appreciated.

Thank You,
-Jason

Jason R. Homiak
Jacobs
Project Engineer|Airports
603.666.7181
Jason.Homiak@jacobs.com

Two Executive Park Drive
Bedford, NH 03110 USA
www.jacobs.com

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APPENDIX 9

Contractor Bid Tabulation

City Bid No: B27-13
SBG No.: SBG-04-08-2013
Date: May 7, 2013
PROJECT: Taxiway Construction Project - Concord Municipal Airport
Pricing Discrepancy

ALVIN J COLEMAN & SON INC

Base Bid	\$1,039,489.75
Add. Alt. 1	\$1,031,331.55
Add. Alt. 2	\$339,194.50
Total Bid	\$2,410,015.80

CONTINENTAL PAVING INC

Base Bid	\$979,282.00
Add. Alt. 1	\$1,086,852.50
Add. Alt. 2	\$433,628.25
Total Bid	\$2,499,762.75

FL MERRLL CONSTRUCTION INC

Base Bid	\$1,243,107.00
Add. Alt. 1	\$1,147,495.00
Add. Alt. 2	\$456,751.75
Total Bid	\$2,847,353.75

NORTHEAST EARTH MECHANICS INC

Base Bid	\$1,316,390.00
Add. Alt. 1	\$1,437,366.50
Add. Alt. 2	\$533,115.00
Total Bid	\$3,286,871.50

PIKE INDUSTRIES INC

Base Bid	\$1,078,283.75
Add. Alt. 1	\$1,266,147.16
Add. Alt. 2	\$496,809.00
Total Bid	\$2,841,239.91

SARGENT CORPORATION

Base Bid	\$1,292,978.00
Add. Alt. 1	\$1,357,324.00
Add. Alt. 2	\$521,376.00
Total Bid	\$3,171,678.00

WEAVER BROS CONSTRUCTION CO INC

Base Bid	\$1,265,087.50
Add. Alt. 1	\$1,341,669.00
Add. Alt. 2	\$469,508.75
Total Bid	\$3,076,265.25

City Bid No.: 827-13
 860 No.: 58024-09-2013
 Date: May 7, 2013
 Project: Concourse Project - Concord Municipal Airport
 PROJECT: Additive Alternatives 2 - Phase 2
 Pricing Discrepancy

ITEM NO.	UNIT	QTY	DESIGNATION	BID	ALVIN J COLEMAN & SON INC	CONTINENTAL PAVING INC	FL MERRILL CONSTRUCTION INC	NORTH EAST EARTH MECHANICS INC	PIKE INDUSTRIES INC	SARGENT CORPORATION	WEAVER BROS CONSTRUCTION CO INC
				UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
G-002-1	LS	1	As-Built Plans	1,500.00	\$ 1,500.00	2,000.00	\$ 2,000.00	2,000.00	\$ 2,000.00	7,000.00	\$ 7,000.00
G-002-2	LS	1	Aerial Photographs	1,000.00	\$ 1,000.00	3,000.00	\$ 3,000.00	3,000.00	\$ 3,000.00	4,000.00	\$ 4,000.00
M-001-1	LS	1	Mobilization - Alternate #2	1,250.00	\$ 1,250.00	10,000.00	\$ 10,000.00	10,000.00	\$ 10,000.00	4,000.00	\$ 4,000.00
M-001-2	LS	1	Engineer's Field Office - Alternate #2	5,000.00	\$ 5,000.00	20,000.00	\$ 20,000.00	20,000.00	\$ 20,000.00	20,000.00	\$ 20,000.00
M-001-3	LS	1	Construction Office - Alternate #2	1,500.00	\$ 1,500.00	5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00	3,175.00	\$ 3,175.00
M-003-1	LS	1	Steward Control Booth	11,000.00	\$ 11,000.00	18,000.00	\$ 18,000.00	31,000.00	\$ 31,000.00	15,000.00	\$ 15,000.00
M-003-2	LS	1	Unclassified Escalation	8,000.00	\$ 8,000.00	8,000.00	\$ 8,000.00	18,000.00	\$ 18,000.00	15,000.00	\$ 15,000.00
P-152-1	CY	7,850	Structure Pipe Removal	8.00	\$ 62,800.00	8,000	\$ 64,000.00	30,815.00	\$ 246,525.00	108,715.00	\$ 874,540.00
P-152-2	EA	2	Drainage Pipe Removal	500.00	\$ 1,000.00	400.00	\$ 800.00	800.00	\$ 1,600.00	250.00	\$ 500.00
P-152-3	EA	275	Elevated Light Removal	10.00	\$ 2,750.00	12.00	\$ 3,300.00	17.00	\$ 4,675.00	17.00	\$ 4,675.00
P-152-4	EA	10	Guidance Sign Removal	5.00	\$ 50.00	5.40	\$ 54.00	6.00	\$ 60.00	53.10	\$ 531.00
P-152-5	EA	1	Concrete Encased Ductbank Removal	50.00	\$ 500.00	50.00	\$ 500.00	54.00	\$ 540.00	58.00	\$ 580.00
P-152-6	EA	10	Guidance Sign Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-7	EA	160	Structure Removal	5.00	\$ 800.00	6.00	\$ 900.00	5.40	\$ 81.00	5.40	\$ 81.00
P-152-8	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-9	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-10	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-11	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-12	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-13	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-14	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-15	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-16	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-17	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-18	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-19	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-20	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-21	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-22	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-23	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-24	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-25	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-26	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-27	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-28	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-29	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-30	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-31	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-32	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-33	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-34	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-35	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-36	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-37	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-38	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-39	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-40	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-41	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-42	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-43	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-44	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-45	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-46	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-47	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-48	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-49	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-50	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-51	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-52	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-53	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-54	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-55	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-56	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-57	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-58	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-59	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-60	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-61	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-62	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-63	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-64	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-65	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-66	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-67	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-68	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-69	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-70	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-71	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-72	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-73	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-74	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-75	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-76	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-77	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-78	EA	1	Structure Removal	12.00	\$ 120.00	11.00	\$ 110.00	13.00	\$ 130.00	13.00	\$ 130.00
P-152-79	EA	1	Structure Removal								

APPENDIX 10

Engineer's Estimate of Probable Construction Cost



Jacobs No: E2X49002

SBG No.: SBG-04-08-2013

By: HLC/JRH/SST/JMH

Date: May 1, 2013

AIRPORT: Concord Municipal Airport

PROJECT: Taxiway Construction Project
Engineer's Opinion of Probable Construction Costs

2013 - 2014 Base Bid

Phase 1 Construction - 2013	\$	1,238,102
Habitat Mitigation - Phase 1 2013	\$	64,350
Construction Administration - Phase 1 2013	\$	30,000
Resident Engineering - Phase 1 2013	\$	65,000
Materials Testing - Phase 1 2013	\$	21,200
Independent Fee Estimate for Jacobs CA/RE Contract	\$	1,500
City of Concord Sponsor Admin.	\$	5,000
Base Bid 2013 Total:	\$	1,425,152

2014 - 2015 Additive Alternate 1

Phase 2 Construction - 2014	\$	1,312,387
Habitat Mitigation - Phase 2 2014	\$	100,850
Construction Administration - Phase 2 2014	\$	35,000
Resident Engineering - Phase 2 2014	\$	85,000
Materials Testing - Phase 2 2014	\$	24,400
RWY 12 PAPI Flight Check	\$	10,000
Layout Compass Calibration Pad	\$	25,000
City of Concord Sponsor Admin.	\$	2,500
Additive Alternate 1 2014 Total:	\$	1,595,137

2014 - 2015 Additive Alternate 2

Phase 3 Construction - 2014	\$	485,089
Habitat Mitigation - Phase 3 2014	\$	6,000
Construction Administration - Phase 3 2014	\$	14,000
Resident Engineering - Phase 3 2014	\$	35,000
Materials Testing - Phase 3 2014	\$	9,200
City of Concord Sponsor Admin.	\$	2,500
Additive Alternate 2 2014 Total:	\$	551,789

Total Project Cost: \$ 3,572,078



JACOBS No: E2X49002
 SBG No.: SBG-04-08-2013
 By: HLC/JRH/SST/JMH
 Date: May 1, 2013
 AIRPORT: Concord Municipal Airport
 PROJECT: Taxiway Construction Project
Base Bid - Phase 1 - (Sta. 23+33 to 40+50)
 Engineer's Opinion of Probable Construction Costs

ITEM NO.	DESIGNATION	UNIT	RAW QTY	BID QTY	COST	
					UNIT \$	TOTAL
G-002-1	As-Built Plans	LS	1	1	\$ 2,000.00	\$ 2,000.00
M-001-1	Mobilization - Base Bid	LS	1	1	\$ 25,000.00	\$ 25,000.00
M-001-4	Engineer's Field Office - Base Bid	LS	1	1	\$ 4,500.00	\$ 4,500.00
M-001-7	Safety and Phasing Items - Base Bid	LS	1	1	\$ 20,000.00	\$ 20,000.00
M-002-1	Contractor's Safety Plan Compliance Document	LS	1	1	\$ 3,000.00	\$ 3,000.00
M-003-1	Sawed Control Joints	LF	941	990	\$ 6.00	\$ 5,940.00
M-004-1	Pavement Milling	SY	3,073	3,250	\$ 10.00	\$ 32,500.00
M-005-1	Transplant Blue Lupine	SF	12,097	12,700	\$ 4.00	\$ 50,800.00
P-151-1	Clearing-On Airport	AC	0.5	0.50	\$ 3,500.00	\$ 1,750.00
P-151-2	Clearing-Off Airport	AC	1.5	1.5	\$ 3,500.00	\$ 5,250.00
P-151-3	Clearing and Grubbing	AC	4.9	5.0	\$ 5,000.00	\$ 25,112.50
P-151-4	Select Tree Clearing; 0-24" diameter	EA	8	8	\$ 225.00	\$ 1,800.00
P-152-1	Unclassified Excavation	CY	8,276	8,700	\$ 10.00	\$ 87,000.00
P-152-3	Drainage Pipe Removal	LF	87	90	\$ 20.00	\$ 1,800.00
P-152-4	Headwall Removal	EA	1	1	\$ 850.00	\$ 850.00
P-152-7	Direct Buried Cable Removal	LF	188	200	\$ 2.00	\$ 400.00
P-152-10	Fence Removal	LF	1,350	1,400	\$ 8.00	\$ 11,200.00
P-152-11	Relocate Habitat Delineation Marker	EA	2	2	\$ 100.00	\$ 200.00
P-152-12	Embankment in Place	CY	5,406	5,700	\$ 12.00	\$ 68,400.00
P-154-1	Subbase Course	CY	3,680	3,850	\$ 23.00	\$ 88,550.00
P-156-1	Silt Fence	LF	3,498	3,675	\$ 4.00	\$ 14,700.00
P-156-2	Coir Log Sediment Barrier	LF	799	840	\$ 10.00	\$ 8,400.00
P-156-3	Coir Log Sediment Berm	LF	25	30	\$ 50.00	\$ 1,500.00
P-156-4	Construction Exit	EA	1	1	\$ 750.00	\$ 750.00
P-156-5	Erosion Control Blanket	SY	712	750	\$ 2.50	\$ 1,875.00
P-156-6	Inlet Protection	EA	10	10	\$ 150.00	\$ 1,500.00
P-156-7	Erosion and Sediment Control and Stormwater Management Plan	LS	1	1	\$ 3,000.00	\$ 3,000.00
P-156-8	Snake Passage	EA	7	8	\$ 100.00	\$ 800.00
P-156-9	Performed Scour Hole	EA	1	1	\$ 2,500.00	\$ 2,500.00
P-209-1	Crushed Aggregate Base Course	CY	1,533	1,600	\$ 35.00	\$ 56,000.00
P-401-1	Plant Mix Bituminous Pavement	TON	2,366	2,500	\$ 85.00	\$ 212,500.00
P-602-1	Bituminous Prime Coat	GAL	4,389	4,600	\$ 4.00	\$ 18,400.00
P-603-1	Bituminous Tack Coat	GAL	1,364	1,450	\$ 4.00	\$ 5,800.00
P-620-1	Permanent Paint Markings	SF	4,690	4,925	\$ 1.00	\$ 4,925.00
D-701-1	12 Inch Diameter Reinforced Concrete Pipe (Class V)	LF	205	215	\$ 45.00	\$ 9,686.25
D-701-2	12 Inch Diameter Perforated HDPE Pipe	LF	206	215	\$ 70.00	\$ 15,050.00
U-701-3	36 Inch Diameter Reinforced Concrete Pipe (Class V)	LF	327	345	\$ 90.00	\$ 31,050.00
D-701-4	36 Inch Diameter Perforated HDPE Pipe	LF	430	450	\$ 135.00	\$ 60,750.00
D-751-1	6-ft. Diameter Manhole	EA	5	5	\$ 6,000.00	\$ 30,000.00
D-751-2	4-ft. Diameter Catch Basin	EA	2	2	\$ 4,000.00	\$ 8,000.00
D-751-3	6-ft. Diameter Catch Basin	EA	2	2	\$ 6,000.00	\$ 12,000.00
D-751-4	Headwall	EA	1	1	\$ 2,500.00	\$ 2,500.00
D-751-5	Adjust Existing Structure to Grade	EA	4	4	\$ 500.00	\$ 2,000.00
L-107-1	8-Foot Wind Cone, in place	EA	1	1	\$ 3,500.00	\$ 3,500.00
L-108-1	No. 8 AWG L-824C Cable, installed in duct bank or conduit-per linear foot	LF	5,738	6,025	\$ 1.50	\$ 9,037.35
L-108-3	Bare Counterpoise Wire, installed in trench, duct bank or conduit, including ground rods and ground connectors-per linear foot	LF	4,750	5,000	\$ 3.00	\$ 15,000.00
L-110-1	Concrete-Encased Electrical Duct Bank, 1Way-2" Schedule 40 PVC	LF	390	410	\$ 15.00	\$ 6,142.50
L-110-2	Concrete-Encased Electrical Duct Bank, 2Way-4" Schedule 40 PVC	LF	46	50	\$ 40.00	\$ 2,000.00
L-110-3	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried	LF	4,112	4,325	\$ 8.00	\$ 34,600.00
L-115-1	Electrical Handhole, 4'x4'x4'	EA	2	2	\$ 3,000.00	\$ 6,000.00
L-125-1	L-861T Taxiway Edge Light, base mounted, infield	EA	7	7	\$ 900.00	\$ 6,300.00
L-125-2	L-861T Taxiway Edge Light, base mounted, existing pavement	EA	6	6	\$ 1,000.00	\$ 6,000.00
L-125-3	L-861T Taxiway Edge Light, stake mounted	EA	35	35	\$ 400.00	\$ 14,000.00
L-125-4	L-852T Taxiway In-Pavement Omnidirectional Light, base mounted	EA	2	2	\$ 2,000.00	\$ 4,000.00
L-125-5	L-858 1-Module, Size 1 Guidance Sign	EA	1	1	\$ 3,000.00	\$ 3,000.00
L-125-6	L-858 2-Module, Size 1 Guidance Sign	EA	2	2	\$ 4,000.00	\$ 8,000.00
L-125-7	L-858 3-Module, Size 1 Guidance Sign	EA	3	3	\$ 5,000.00	\$ 15,000.00
F-162-1	Chain-Link Fence	LF	1,365	1,430	\$ 55.00	\$ 78,650.00
F-162-2	Chain-Link Vehicle Gate	EA	1	1	\$ 1,800.00	\$ 1,800.00
T-901-1	Conservation Habitat Seed	SY	19,164	20,125	\$ 1.10	\$ 22,137.50
T-901-2	Slope Seed	SY	712	750	\$ 1.00	\$ 750.00
T-901-3	Wood Fiber Mulch	SY	19,876	20,875	\$ 0.50	\$ 10,437.50
T-905-1	Topsoil	SY	19,876	20,875	\$ 2.00	\$ 41,750.00

Subtotal \$1,225,844
 Contingency \$12,258
 Construction Subtotal \$1,238,102

Habitat Mitigation - Land Disturbance* AC 5.30 \$ 12,000.00 \$63,600
 Habitat Mitigation - Relocate Eggs EA 1 \$ 100.00 \$100
 Habitat Mitigation - Search and Relocate KBB LS 0.50 \$ 1,300.00 \$650
 *Vegetation disturbance area does not include clearing brush along new fence line
 Habitat Mitigation Subtotal \$64,350

Construction Administration \$ 30,000
 Resident Engineering \$ 65,000
 Material Testing \$ 21,200
 Independent Fee Estimates for Jacobs CA/RE Contract \$ 1,500
 City of Concord Sponsor Admin \$ 5,000

2013-14 BASE BID TOTAL \$ 1,425,152

JACOBS

Jacobs No: E2X49002
 SBG No.: SBG-04-08-2013
 By: HLC/JRH/SST/JMH
 Date: May 1, 2013
 AIRPORT: Concord Municipal Airport
 PROJECT: Taxiway Construction Project
 Additive Alternate 1 - Phase 2 (4+64 to 23+33 and 100+00 to 102+57)
 Engineer's Opinion of Probable Construction Costs

ITEM NO.	DESIGNATION	UNIT	RAW QTY	BID QTY	COST	
					UNIT \$	TOTAL
G-002-1	As-Built Plans	LS	1	1	\$ 3,000.00	\$ 3,000.00
M-001-2	Mobilization - Alternate #1	LS	1	1	\$ 25,000.00	\$ 25,000.00
M-001-5	Engineer's Field Office - Alternate #1	LS	1	1	\$ 6,000.00	\$ 6,000.00
M-001-8	Safety and Phasing Items - Alternate #1	LS	1	1	\$ 20,000.00	\$ 20,000.00
M-003-1	Sawed Control Joints	LF	959	1,000	\$ 6.00	\$ 6,000.00
M-004-1	Pavement Milling	SY	512	540	\$ 20.00	\$ 10,800.00
M-006-1	Clean Existing Structure	EA	3	3	\$ 1,000.00	\$ 3,000.00
M-006-2	Clean Existing Conduit	LF	457	480	\$ 2.00	\$ 959.70
P-152-1	Unclassified Excavation	CY	16,081	16,100.0	\$ 10.00	\$ 161,000.00
P-152-2	Structure Removal	EA	1	1	\$ 850.00	\$ 850.00
P-152-3	Drainage Pipe Removal	LF	223	235	\$ 20.00	\$ 4,700.00
P-152-7	Direct Buried Cable Removal	LF	948	1,000	\$ 2.00	\$ 2,000.00
P-152-11	Relocate Habitat Delineation Marker	EA	4	4	\$ 100.00	\$ 400.00
P-152-12	Embankment in Place	CY	867	900	\$ 12.00	\$ 10,800.00
P-154-1	Subbase Course	CY	2,910	3,050	\$ 23.00	\$ 70,150.00
P-156-1	Silt Fence	LF	3,486	3,450	\$ 4.00	\$ 13,800.00
P-156-2	Coir Log Sediment Barrier	LF	900	950	\$ 10.00	\$ 9,500.00
P-156-4	Construction Exit	EA	1	1	\$ 750.00	\$ 750.00
P-156-6	Inlet Protection	EA	9	9	\$ 150.00	\$ 1,350.00
P-156-7	Erosion and Sediment Control and Stormwater Management Plan	LS	1	1	\$ 3,000.00	\$ 3,000.00
P-156-8	Snake Passage	EA	7	8	\$ 100.00	\$ 800.00
P-209-1	Crushed Aggregate Base Course	CY	2,158	2,270	\$ 35.00	\$ 79,450.00
P-401-1	Plant Mix Bituminous Pavement	TON	2,496	2,620	\$ 90.00	\$ 235,800.00
P-602-1	Bituminous Prime Coat	GAL	5,154	5,400	\$ 4.00	\$ 21,600.00
P-603-1	Bituminous Tack Coat	GAL	1,624	1,705	\$ 4.00	\$ 6,820.80
P-620-1	Permanent Paint Markings	SF	3,700	3,885	\$ 1.00	\$ 3,885.00
P-620-2	Temporary Paint Markings	SF	3,700	3,885	\$ 0.50	\$ 1,942.50
D-701-1	12 Inch Diameter Reinforced Concrete Pipe (Class V)	LF	625	655	\$ 45.00	\$ 29,475.00
D-701-2	12 Inch Diameter Perforated HDPE Pipe	LF	50	55	\$ 70.00	\$ 3,850.00
D-701-3	36 Inch Diameter Reinforced Concrete Pipe (Class V)	LF	160	170	\$ 90.00	\$ 15,300.00
D-701-4	36 Inch Diameter Perforated HDPE Pipe	LF	416	435	\$ 135.00	\$ 58,725.00
D-751-1	6-ft. Diameter Manhole	EA	4	4	\$ 6,000.00	\$ 24,000.00
D-751-2	4-ft. Diameter Catch Basin	EA	6	6	\$ 4,000.00	\$ 24,000.00
D-751-3	6-ft. Diameter Catch Basin	EA	3	3	\$ 6,000.00	\$ 18,000.00
D-751-5	Adjust Existing Structure to Grade	EA	5	5	\$ 500.00	\$ 2,500.00
L-108-1	No. 8 AWG L-824C Cable, installed in duct bank or conduit	LF	10,077	10,600	\$ 1.50	\$ 15,900.00
L-108-2	No. 6 AWG L-824C Cable, installed in duct bank or conduit	LF	7,812	8,200	\$ 2.50	\$ 20,500.00
L-108-3	Bare Counterpoise Wire, installed in trench, duct bank or conduit, including ground rods and ground connectors	LF	5,650	6,000	\$ 3.00	\$ 18,000.00
L-109-1	Miscellaneous Work in Vault	LS	1	1	\$ 35,000.00	\$ 35,000.00
L-110-1	Concrete-Encased Electrical Duct Bank, 1Way-2" Schedule 40 PVC	LF	52	55	\$ 15.00	\$ 825.00
L-110-2	Concrete-Encased Electrical Duct Bank, 2Way-4" Schedule 40 PVC	LF	266	280	\$ 40.00	\$ 11,200.00
L-110-3	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried	LF	5,383	5,650	\$ 8.00	\$ 45,200.00
L-110A-1	Installation of Conduit via HDD	LF	340	340	\$ 60.00	\$ 20,400.00
L-115-1	Electrical Hand hole, 4'x4'	EA	8	8	\$ 3,000.00	\$ 24,000.00
L-125-1	L-861T Taxiway Edge Light, base mounted, infield	EA	10	10	\$ 900.00	\$ 9,000.00
L-125-3	L-861T Taxiway Edge Light, stake mounted	EA	44	44	\$ 400.00	\$ 17,600.00
L-125-5	L-858 1-Module, Size 1 Guidance Sign	EA	4	4	\$ 3,000.00	\$ 12,000.00
L-125-7	L-858 3-Module, Size 1 Guidance Sign	EA	4	4	\$ 5,000.00	\$ 20,000.00
L-125-8	L-858 4-Module, Size 1 Guidance Sign	EA	2	2	\$ 6,500.00	\$ 13,000.00
L-125-10	L-858 2-Module, Size 2 Guidance Sign	EA	2	2	\$ 4,500.00	\$ 9,000.00
L-125-11	L-858 3-Module, Size 2 Guidance Sign	EA	3	3	\$ 5,500.00	\$ 16,500.00
L-125-13	L-881 Precision Approach Path Indicator	EA	1	1	\$ 15,000.00	\$ 15,000.00
T-901-1	Conservation Habitat Seed	SY	31,765	33,350	\$ 1.10	\$ 36,685.00
T-901-3	Wood Fiber Mulch	SY	31,765	33,350	\$ 0.50	\$ 16,675.00
T-905-1	Topsoil	SY	31,765	33,350	\$ 2.00	\$ 66,700.00

Subtotal \$1,299,393
 Contingency \$12,994
 Construction Subtotal \$1,312,387

Habitat Mitigation - Land Disturbance AC 8.30 \$ 12,000.00 \$99,600
 Habitat Mitigation - Relocate Eggs EA 6 \$ 100.00 \$600
 Habitat Mitigation - Search and Relocate KBB LS 0.50 \$ 1,300.00 \$650
 Habitat Mitigation Subtotal \$100,850

Construction Administration \$ 35,000
 Resident Engineering \$ 85,000
 Material Testing \$ 24,400
 RWY 12 PAPI Flight Check \$ 10,000.00
 Layout Compass Calibration Pad \$ 25,000.00
 City of Concord Sponsor Admin. \$ 2,500.00

2014-15 ALT #1 TOTAL \$1,595,137

JACOBS

Jacobs No: E2X49002
 SBG No.: SBG-04-08-2013
 By: HLC/JRH/SST/JMH
 Date: May 1, 2013
 AIRPORT: Concord Municipal Airport
 PROJECT: Taxiway Construction Project
 Additive Alternative 2 - Phase 3 (Sta. 51+50 to 59+25)
 Engineer's Opinion of Probable Construction Costs

ITEM NO.	DESIGNATION	UNIT	RAW QTY	BID QTY	COST	
					UNIT \$	TOTAL
G-002-1	As-Built Plans	LS	1	1	\$ 1,000.00	\$ 1,000.00
G-002-2	Aerial Photographs	LS	1	1	\$ 5,000.00	\$ 5,000.00
M-001-3	Mobilization - Alternate #2	LS	1	1	\$ 10,000.00	\$ 10,000.00
M-001-6	Engineer's Field Office - Alternate #2	LS	1	1	\$ 2,500.00	\$ 2,500.00
M-001-9	Safety and Phasing Items - Alternate #2	LS	1	1	\$ 4,000.00	\$ 4,000.00
M-003-1	Sawed Control Joints	LF	122	130	\$ 6.00	\$ 780.00
P-152-1	Unclassified Excavation	CY	7,462	7,850	\$ 10.00	\$ 78,500.00
P-152-2	Structure Removal	EA	2	2	\$ 850.00	\$ 1,785.00
P-152-3	Drainage Pipe Removal	LF	261	275	\$ 20.00	\$ 5,500.00
P-152-5	Elevated Light Removal	EA	10	10	\$ 20.00	\$ 200.00
P-152-6	Guidance Sign Removal	EA	1	1	\$ 350.00	\$ 367.50
P-152-8	Concrete Encased Ductbank Removal	LF	154	160	\$ 20.00	\$ 3,200.00
P-152-9	Conduit Removal	LF	530	560	\$ 5.00	\$ 2,800.00
P-154-1	Subbase Course	CY	845	900	\$ 23.00	\$ 20,700.00
P-156-1	Silt Fence	LF	1,205	1,250	\$ 4.00	\$ 5,000.00
P-156-2	Coir Log Sediment Barrier	LF	101	105	\$ 10.00	\$ 1,050.00
P-156-6	Inlet Protection	EA	5	5	\$ 150.00	\$ 787.50
P-156-7	Erosion and Sediment Control and Stormwater Management Plan	LS	1	1	\$ 1,000.00	\$ 1,000.00
P-156-8	Snake Passage	EA	2	2	\$ 100.00	\$ 200.00
P-209-1	Crushed Aggregate Base Course	CY	974	1,025	\$ 35.00	\$ 35,875.00
P-401-1	Plant Mix Bituminous Pavement	TON	1,064	1,125	\$ 90.00	\$ 101,250.00
P-602-1	Bituminous Prime Coat	GAL	1,696	1,775	\$ 4.00	\$ 7,100.00
P-603-1	Bituminous Tack Coat	GAL	509	550	\$ 4.00	\$ 2,200.00
P-620-1	Permanent Paint Markings	SF	1,195	1,300	\$ 1.00	\$ 1,300.00
P-620-3	Paint Marking Removal	SF	586	625	\$ 2.00	\$ 1,250.00
D-701-1	12 Inch Diameter Reinforced Concrete Pipe (Class V)	LF	140	145	\$ 45.00	\$ 6,525.00
D-701-4	36 Inch Diameter Perforated HDPE Pipe	LF	416	435	\$ 135.00	\$ 58,725.00
D-751-2	4-ft. Diameter Catch Basin	EA	1	1	\$ 4,000.00	\$ 4,000.00
D-751-3	6-ft. Diameter Catch Basin	EA	1	1	\$ 6,000.00	\$ 6,000.00
D-751-6	8-ft. Diameter Manhole	EA	1	1	\$ 8,500.00	\$ 8,500.00
L-108-1	No. 8 AWG L-824C Cable, installed in duct bank or conduit-per linear foot	LF	4,402	4,650	\$ 1.50	\$ 6,975.00
	Bare Counterpoise Wire, installed in trench, duct bank or conduit, including ground rods and ground connectors-per linear foot	LF	1,447	1,525	\$ 3.00	\$ 4,575.00
L-110-2	Concrete-Encased Electrical Duct Bank, 2Way-4" Schedule 40 PVC	LF	63	70	\$ 40.00	\$ 2,800.00
L-110-3	Electrical Conduit, 2" Schedule 40 PVC, Direct Buried	LF	1,365	1,450	\$ 8.00	\$ 11,600.00
L-115-1	Electrical Handhole, 4'x4'x4'	EA	2	2	\$ 3,000.00	\$ 6,000.00
L-125-1	L-861T Taxiway Edge Light, base mounted, infield	EA	4	4	\$ 900.00	\$ 3,600.00
L-125-3	L-861T Taxiway Edge Light, stake mounted	EA	21	21	\$ 400.00	\$ 8,400.00
L-125-9	L-858 1-Module, Size 2 Guidance Sign	EA	1	1	\$ 3,500.00	\$ 3,500.00
L-125-11	L-858 3-Module, Size 2 Guidance Sign	EA	1	1	\$ 5,500.00	\$ 5,500.00
L-125-12	Remove and Replace Existing Sign Panel	EA	4	4	\$ 200.00	\$ 800.00
T-901-1	Conservation Habitat Seed	SY	14,667	15,400	\$ 1.10	\$ 16,940.39
T-901-3	Wood Fiber Mulch	SY	14,667	15,400	\$ 0.50	\$ 7,700.18
T-905-1	Topsoiling	SY	14,667	15,400	\$ 2.00	\$ 30,800.70

Subtotal \$480,286
 Contingency \$4,803
 Construction Subtotal \$485,089

Habitat Mitigation - Land Disturbance AC 0.50 \$ 12,000.00 \$ 6,000
 Habitat Mitigation - Relocate Eggs EA 0 \$ 100.00 \$ -
 Habitat Mitigation - Search and Relocate KBB LS 0 \$ 1,300.00 \$ -
 Habitat Mitigation Subtotal \$ 6,000

Construction Administration \$ 14,000
 Resident Engineering \$ 35,000
 Material Testing \$ 9,200
 City of Concord Sponsor Admin. \$ 2,500

2014-15 ALT #2 TOTAL \$ 551,789

APPENDIX 11

FY 2012-2014 DBE Goal Concurrence



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

Federal Aviation Administration
Office of Civil Rights
Attn: Nancy Cibic, Room 440

2300 E. Devon Avenue
Des Plaines, Illinois 60018

September 13, 2011

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

Dear Mr. Ross:

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

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

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

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

Sincerely,

Nancy Cibic
for

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

Cc:
Mr. John W. Gorham, P.E.
Jacobs

APPENDIX 12

Project Cost Breakdown

Part III Budget Information - Worksheet

Cost Classification	Use only for revisions		Total Amount Required
	Last Amount Approved	Adjustment (+ or -)	
1 Administrative expense (City of Concord Personnel and IFE)	\$		\$ 11,500.00
2 Preliminary expense (Layout & Certification of Compass Calibration Pad)	\$		\$ 25,000.00
3 Land Structures, right of way			
4 Architectural engineering basic fees (Jacobs Construction Administration)	\$		\$ 90,229.00
5 Other Architectural engineering fees (GSI Acceptance Materials Testing)	\$		\$ 54,620.00
6 Project inspection fees (Jacobs Resident Engineering)	\$		\$ 169,535.00
7 Land development			
8 Relocation expenses			
9 Relocation payment to individuals and businesses			
10 Demolition and removal			
11 Construction and project improvement (Construction Contractor Phases 1, 2 & 3)	\$		\$ 2,499,763.00
12 Equipment			
13 Miscellaneous (Habitat Mitigation Fees and FAA Flight Check of Rwy 12 PAPI)	\$		\$ 181,200.00
14 Total (Lines 1 through 13)	\$		\$3,031,847.00
15 Estimated Income (if applicable)			
16 Net Project Amount (Line 14 minus 15)	\$		\$3,031,847.00
17 Less: Ineligible exclusions:			
18 Add: Contingencies			
19 Total Project Amount (Excluding Rehabilitation Grants) (Sum Lines 16-18)	\$		\$3,031,847.00
20 Federal Share requested of line 19	\$		\$2,880,254.65
21 Add Rehabilitation Grants Requested (100 percent)			
22 Total Federal grant requested (lines 20 & 21)	\$		\$2,880,254.65
23 Grantee share (COV 2.5%)	\$		\$75,796.18
24 Other shares (State 2.5%)	\$		\$75,796.18
25 Total Project (Lines 22, 23 & 24)	\$		\$3,031,847.00

1	Sponsor's Admin. - City of Concord Personnel	\$	10,000.00
	Independent Fee Estimate(s)	\$	1,500.00
	Administrative Expenses	\$	11,500.00
2	Preliminary Expense - Layout Compass Calibration Pad	\$	25,000.00
4	Engineering Basic Fees - Jacobs Construction Administration	\$	90,229.00
5	Other Engineering Fees - GSI Materials Testing	\$	54,620.00
6	Project Inspection Fees - Jacobs Resident Engineer	\$	169,535.00
11	Construction and Project Improvement	\$	2,499,763.00
	FAA Flight Check for Runway 12 PAPI	\$	10,000.00
	Habitat Mitigation Fees	\$	171,200.00
13	Miscellaneous	\$	181,200.00
14	Total	\$	3,031,847.00