NANTUCKET MEMORIAL AIRPORT COMMISSION

June 24, 2014
Agenda

1. Review and Approve:
   a. Agenda
   b. 5/27/14 Minutes - *Pending*
   c. Ratify 6/18/14 Warrant
   d. Approve 6/25/14 Warrant

2. Public Comment

3. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference.

4. Pending Matters
   a. **070913-1** TON Memorandum of Understanding (MOU) Update
   b. **042214-2** Formerly Used Defense Site (FUDS) Status

5. **061014-4** Accept FAA Grant Award for $573,750 for new ARFF Vehicle

6. **022613-2** Master Plan and Sustainability Program Update

7. GA/Administration Building PCO Update - *Pending*
   a. Approved PCO Update
   b. Review PCO #27 for $12,611.59

8. **062514-1** Discussion of Non-Union Salary Increases for FY15

9. Manager's Report
   a. Project Updates
   b. RFP/Bid Status
   c. Operations Update
   d. Part 139 Inspection Close Out Report
   e. Statistics

10. Sub-Committee Reports

11. Commissioner's Comments

12. Public Comment

13. Executive Session – G.L. c.30A, §21
    a. Review ES minutes of 8/28/12, 9/18/12, 12/4/12, 12/11/12, 2/26/13, 4/23/13, 5/28/13, 8/27/13, 9/10/13, 9/24/13, 10/8/13, 10/22/13, 11/12/13, 12/10/13, 1/14/14, 2/11/14, 2/25/14, 3/11/14 and 3/25/14 for possible release; and 4/22/14 and 5/27/14 for review and possible release; and,
    b. Clause 2: To conduct strategy session in preparation for negotiations with nonunion personnel.

Public Safety Facility

1st Floor Meeting Room

4 Fairgrounds Road

5:00 PM

Warrant 06/18/2014

Please Sign and Date

6/10/14

Daniel Drake

6/10/14

Arthur Gasbarro

6/10/14

Andrea Planzer

Jeanette Topham

6/10/14

Neil Planzer

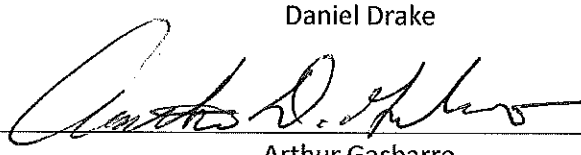
Batch# 1533	Total 7901.62	Batch Date 6/5/14	Initial JDT AP DP	
Batch# 1534	Total 14,693.26	Batch Date 6/5/14	Initial JDT AP DP	
Batch# 1535	Total 69,965.84	Batch Date 6/5/14	Initial JDT AP DP	
Batch# 1536	Total 33,905.65	Batch Date 6/5/14	Initial JDT AP DP	
Batch# 1541	Total 1054.37	Batch Date 6/6/14	Initial JDT AP DP	
Batch#	Total	Batch Date	Initial	
Batch#	Total	Batch Date	Initial	
Batch#	Total	Batch Date	Initial	

Warrant 06/25/2014

Please Sign and Date

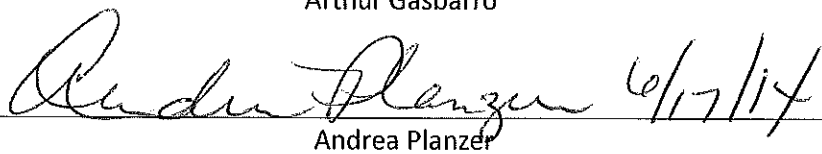
6/15

Daniel Drake



6/18/14.

Arthur Gasbarro



6/17/14

Andrea Planzer

Jeanette Topham

Neil Planzer

Batch# 1590	Total $264,007.17	Batch Date 6/11/14	Initial
Batch# 1591	Total $4,146.27	Batch Date 6/11/14	Initial
Batch# 1600	Total $24,919.34	Batch Date 6/12/14	Initial
Batch# 1622	Total $6309.13	Batch Date 6/13/14	Initial
Batch# 1634	Total $913.88	Batch Date 6/15/14	Initial
Batch#	Total	Batch Date	Initial
Batch#	Total	Batch Date	Initial
Batch#	Total	Batch Date	Initial

EXHIBIT 1

PENDING LEASES/CONTRACTS/AGREEMENTS

June 24, 2014

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Reimbursable Agreement	FAA	$1,066,048	FAA Design & Construction Support for the Modernization of the ATCT	Capital
Contract & Associated Notice to Proceed	Jacobs Engineering (Virginia)	$617,963	Design ATCT Modernization Construction Bid Documetns	FAA Reimburseable
Contract Amendment	Computer Assistance Services	$10,000	Ist Year Increase Only Required for additional work on GA Building Move and Help with WebSite	Operating
Beach Licesnse Agreement	Sayle's Seafood	($1,500)	Occasional Catered Beach Events Has renewed Agreement 10+ Years	Income
Beach Licesnse Agreement	Ms. Aleta Bicer (Business Name TBA)	($1,500)	New Request for Mobile Food Truck	Income
Beach Licesnse Agreement	Pirate Pops	($1,500)	New Request for Mobile Trailer Mr. Rob Donahue	Income
Contract	World Fuel Services	??	Aviation Fuel Supply	Fuel Revolver
Contract	World Fuel Services	$89,280	Fuel Truck Leasing	Operating
Branding License Agreement	World Fuel Services	N/A	Phillips 66 Branding Agreement	N/A
OR				
Contract Extension	World Fuel	**?**	Extend Exipration to 7/31.2014	Fuel Revolver

Pending as of Meeting Posting Date

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

ATO – Eastern Service Center
AJV-E33
P.O. Box 20636
Atlanta, GA 30320-0631

Sent
Electronically

JUN 19 2014

Town of Nantucket
Attn: Tom Rafter, Airport Manager
Nantucket Memorial Airport
14 Airport Rd
Nantucket, MA 02554

Dear Mr. Rafter:

Attached is Reimbursable Agreement:

AJW-FN-ESA-14-E049: "FAA Design and Construction Support for the Modernization of the Nantucket Air Traffic Control Tower at Nantucket Memorial Airport (ACK), MA"

Please print, sign, and return four (4) copies of the agreement to this office for further processing. Mail to the following address:

FAA ATO – Eastern Service Center
David Caudle - AJV-E33
P.O. Box 20636
Atlanta, GA 30320-0631

Overnight:
FAA ATO – Eastern Service Center
David Caudle - AJV-E33
1701 Columbia Avenue
College Park, GA 30337

Do not send payment at this time. Once the agreements have been signed by the FAA Contracting Officer two copies will be returned to you for final processing of payment.

In order to update our project schedules and align resources, please provide this office an updated project schedule as soon as possible. Keep in mind that FAA personnel cannot be engaged in project development and/or implementation activities until after the agreement is executed, funded, and processed through the FAA financial system. Processing funding takes approximately a month after receipt of funds. In addition, FAA cannot process an agreement through the financial system in the months of August, September or October due to fiscal year end close-out activities and accounting start-up activities for the new fiscal year.

If you have any questions or concerns, please contact Tim Wheeler at (404)389-8134.

Sincerely,

David Caudle, Manager
NAS Planning and Integration - AJV-E33
Eastern Service Center

Enclosure
cc: Via E-Mail (w/o Enclosures)

Agreement Number
AJW-FN-ESA-14-E049

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
NANTUCKET, MASSACHUSETTS

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

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

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

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

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and Town of Nantucket.

ARTICLE 2. Type of Agreement

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

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to provide services and materials in support of the Sponsor's project to modernize the Nantucket Air Traffic Control Tower ("ATCT") facility. This Agreement provides funding for the FAA to provide this support. Therefore, this Agreement is titled:

"FAA Design and Construction Support for the Modernization of the Nantucket Air Traffic Control Tower at Nantucket Memorial Airport (ACK), MA"

B. The FAA will perform the following activities:

1. Provide consulting and/or technical guidance in the development of contract drawings and specifications for the Nantucket ATCT modernization project.
    a. Serve as primary point of contact between the airport authority and the FAA with respect to design reviews and setting requirements.
    b. Provide direction on scope of work to be incorporated into the design.
    c. Assure compliance with FAA requirements and compliance with building codes.
    d. Provide inspection services during construction on a biweekly basis or as needed to verify construction is meeting contract requirements.
2. Establish the Mobile Air Traffic Control Tower ("MATCT") to be used while the existing ATCT is vacated, and furnish the equipment, materials, and labor necessary to relocate existing National Airspace System ("NAS") equipment and services to the MATCT in order to support air traffic operations.
3. Once the modernization work in the cab area and equipment room is substantially complete, relocate air traffic operations and the NAS equipment back to the existing facility. The FAA is defining substantially complete as follows:
    a. All work on the interior and exterior of the cab is complete.
    b. An OSHA approved means of egress is provided through any work areas and the egress meets all requirements of the International Building Code and the Life Safety Code from the cab and equipment rooms to the exterior of the building.
    c. All life safety systems are fully operational including but not limited to emergency lighting, fire alarm, sprinklers and stair pressurization system.
    d. All work that could affect operational equipment is complete, including but not limited to power system upgrades and HVAC.
4. Provide oversight and coordination of work accomplished within the 2nd floor equipment room to assure operational equipment is not disrupted or impacted. (The 2nd floor equipment room supports operations at ACK as well as the larger NAS and will remain an active equipment room.)
    a. Electrical Work
    b. Asbestos Abatement work
5. Coordinate with the National Weather Service as required for Automated Service Observing Systems (ASOS) related activities.
6. Travel and attend meetings to coordinate installation activities.
7. Test, checkout, and/or certification of NAS equipment prior to being placed in operation

8. Participate in the Contractors Acceptance Inspection (CAI) with the Sponsor.
9. Coordinate the relocation of administrative staff and office to temporary location during modernization project.

C. The Sponsor will perform the following activities:

1. Ensure that during the modernization project, the electrical power and telecommunication connectivity to all the NAS equipment and services located in the 2nd floor equipment room of the existing ATCT building is never interrupted, as the 2nd floor equipment room will remain operational throughout the modernization project to support the MATCT and the NAS. (Air traffic operations will be temporarily relocated to the MATCT).
2. Ensure that the airport Authorities construction contractor will provide access to this room throughout the project. Immediate access is required during operational hours 6:00 AM – 11:00 PM.
3. Coordinate all activities with the FAA that will be accomplished in the 2nd floor equipment room.
4. Any work that could disrupt air traffic operation will be performed after the ATCT is closed and must be scheduled in advance with a minimum of 2 days notification
5. All power outages shall be discussed in the weekly project meeting, as well as a notification email sent to the following FAA Points of Contact:
    a. Steve Berube
    b. Brian DellaPorta
    c. Patrick Topham
    d. Harold (Skip) Williams
    e. Clifford Williams
    f. Hyannis SSC Manager
6. Comply with FAA Design Guidelines for design and construction of facilities.
7. Provide temporary staging area for the establishment of the MATCT.
8. Provide a delivery point for the storage of ISO CARGO Containers, to be utilized for the raising of the MATCT.
9. Provide a man-lift and operator to assist the FAA with the installation, testing and maintenance of NAS equipment installed on the roof of the MATCT (i.e. Radio Antenna's, wind sensor equipment, etc.)
10. Establish a temporary location of the Airport Beacon during the roof construction phase of the modernization project, in accordance with AC 150/5340-30G and AC 150/5300-13A.
11. Provide temporary office space for the administrative staff, consisting of 6 positions. Space to include a break room and lavatory facilities. FAA will have

entire use of the former Fixed Based Operations building, for administrative office space.

a. Provide air quality test results of space
b. Replace existing bi-fold automatic door, with a fixed door that meets FAA Security requirements

12. Provide access to existing airport copper cable between the terminal building and temporary office space.
13. Provided electrical power to support the deployment and operations of the MATCT at ACK. FAA will install cables and conduit as necessary to connect this power service to the MATCT.
14. Provide 500' of low profile barricade bars with solar lights that meets the requirements of AC 150/5370-2F
15. Conduct a CAI and participate in the Joint Acceptance Inspection (JAI) with FAA Representatives. Correct all assigned CAI/JAI exceptions. If exceptions are not corrected within 45 calendar days, the FAA will clear the remaining exceptions and charge the cost to the Sponsor through this reimbursable agreement. All exceptions must be cleared or otherwise resolved before the agreement can be closed out.
16. Provide snow clearing as necessary during MATCT deployment.

D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is:_____ and the grant number is: _____.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA Eastern Service Area Terminal Engineering Center will perform the scope of work included in this Agreement. Kathleen Coffey is the Manager and liaison with the Sponsor and can be reached at (781) 238-7850. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

2. The FAA Eastern Service Area Lead Planner, Tim Wheeler, is the administrative liaison with the Sponsor and can be reached at (404) 389-8134. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. FAA Contracting Officer: The execution, modification, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Gail Edwards who can be reached at (404) 305-5182.

B. Sponsor:

Tom Rafter, Airport Manager, Nantucket Memorial Airport - (508) 325-5304

ARTICLE 5. Non-Interference with Operations

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

ARTICLE 6. Property Transfer (Reserved)

ARTICLE 7. Estimated Costs

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

Description of Reimbursable Item	Estimated Cost
LABOR	
WB4020 Engineering	**$ 196,629.00**
WB4050 Construction	**$ 217,638.00**
WB4060 Site Selection, Installation, Test, Checkout	**$ 115,022.00**
(includes Mobile Tower Siting)	
Labor Subtotal	**$529,289.00**
Labor Overhead (17%)	**$ 89,979.13**
Total Labor	**$619,268.13**
NON-LABOR	
WB4020 Engineering	**$ 38,216.00**
WB4050 Construction	**$ 160,484.00**
WB4060 Site Selection, Installation, Test, Checkout	**$ 222,790.00**
Non-Labor Subtotal	**$ 421,490.00**
Non-Labor Overhead (6%)	**$ 25,289.40**
Total Non-Labor	**$446,779.40**
TOTAL ESTIMATED COST	**$1,066,047.53**

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. Under no circumstances will this Agreement extend five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement and the full advance payment to the Accounting Division shown below. All payments must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:
FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
P.O. Box 25082
Oklahoma City, OK 73125

The overnight mailing address is:
FAA Mike Monroney Aeronautical Center
Attn: AMK-323, Reimbursable Project Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405)954-2828

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

Town of Nantucket
Attn: Tom Rafter, Airport Manager
Nantucket Memorial Airport
14 Airport Rd
Nantucket, MA 02554
(508)325-5304

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

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

ARTICLE 10. Changes and Modifications

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

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior

written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

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

A. This Agreement

B. The attachments

ARTICLE 13. Legal Authority

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

ARTICLE 14. Disputes

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

ARTICLE 15. Warranties

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

ARTICLE 16. Insurance

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

ARTICLE 17. Limitation of Liability

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

ARTICLE 18. Civil Rights Act

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

ARTICLE 19. Protection of Information

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

ARTICLE 20. Security

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

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any modification to this Agreement, the terms of such modification will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any modifications

thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**TOWN OF NANTUCKET**	
SIGNATURE	_____	SIGNATURE	_____
NAME	_____	NAME	_____
TITLE	Contracting Officer	TITLE	_____
DATE	_____	DATE	_____

JACOBS

1100 North Glebe Road, Suite 500
Arlington, VA 22201
571.218.1000
571.218.1600 fax

June 19, 2014

Ms. Janine Torres
Office Manager
Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554

RE: Contract Agreement and Fee Proposal for Design Services for the Modernization of the Federal Airport Traffic Control Tower at Nantucket Memorial Airport – *Rev B*

Dear Ms. Torres:

Jacobs hereby submits our *revised* Fee Proposal for the modernization design of the ACK ATCT, and the Contract Agreement between the Airport Commission and Jacobs, which includes the change you requested to Article 5 of the Agreement.

The revised proposal is based on the results of the site survey we conducted with the FAA of the existing ATCT on June 10-12, 2014, and the ensuing changes to the project scope and updates provided by and accepted by the FAA since the survey. The main changes in our scope are FAA's decision to remove the second stair requirement from the project, as permitted by the International Existing Building Code (IEBC), and the addition of various design elements through clarification from FAA and our site survey. The changes in scope and our services are highlighted in the attached Exhibit A, as Revision B, and we have received a message from FAA accepting the changes therein.

This Contract Agreement and Fee Proposal submission consists of the following:

- Town of Nantucket Airport Commission Contract Agreement for the project
- Exhibit A – History and description of Articles A, B and C services
- Attachments and supporting details, as follows:
  1. Jacobs Fee Proposal,
     - Fee Summary and Detail - Articles A, B and C services
     - Anticipated Travel and Expense ODC Detail Articles A, B and C services
  2. Subcontract Proposals – Environmental/Hazmat and Historic Architecture Consultants
  3. Annotated Appendix 1 – Observations & Recommendations from Jacobs 2011 Condition Assessment Report, with added new column "Include in Design" annotation
  4. Email message from FAA accepting the changes to our scope of services in Exhibit A, Revision B

The schedule outlined in section 5.0 of Exhibit A is unchanged from the May 30, 2014 submission of this proposal (Revision A), and assumes execution by the Airport of this entire Agreement and NTP by June 24, 2014.

Please do not hesitate to call if you have any questions.

Very truly yours,

Jacobs

Sam Hashem, PE
Project Executive
(571) 218-1332
sam.hashem@jacobs.com

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE TOWN OF NANTUCKET, MASSACHUSETTS AND JACOBS ENGINEERING GROUP INC. FOR MODERNIZATION DESIGN & CONSTRUCTION SERVICES OF THE FEDERAL AIRPORT TRAFFIC CONTROL TOWER AT NANTUCKET MEMORIAL AIRPORT

This AGREEMENT made this ____ day of _____, 2014 between Jacobs Engineering Group Inc., a Delaware corporation with a usual place of business at 1100 North Glebe Road, Suite 500, Arlington, VA 22201, hereinafter called the "ENGINEER" or "CONTRACTOR", and the TOWN of Nantucket acting by and through its Airport Commission, with a usual place of business at Nantucket Municipal Airport, 14 Airport Road, Nantucket, MA 02554, hereinafter called the TOWN.

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Modernization Design & Construction Services for the Federal Airport Control Tower At Nantucket Memorial Airport, in accordance with the Scope of Services set forth in Exhibit A ("The Work" or "work").

2. Contract Price

The TOWN shall pay the ENGINEER for the performance of this Agreement, subject to any additions and deductions provided for herein, in current funds, the sum of **$617,963.00**. The breakdown of this fee is as follow:

Article A Serivces – Data Collection and Pre-design	$ 73,124
Article B Services – Design, 10%, 70%, 100% and Final	$509,803
Article C Services – Construction Procurement and Bid Addendum	$ 35,036

The fee is shown in more detail in the attached articles A, B and C in Exhibit A, attached to this Agreement.

3. Commencement and Completion of Work

A. The ENGINEER shall commence and prosecute the work under this Agreement upon execution hereof and shall perform the work on or before February 20, 2015.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion within the stipulated number of calendar days.

4. Performance of the Work

A. Standard of Care: The ENGINEER warrants that it shall perform the Work in a manner that at a minimum is equivalent to the level of skill and attention rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location. The ENGINEER shall be solely responsible for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced in paragraph A. above, the ENGINEER shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work or services furnished by him or its consultants and subcontractors. The ENGINEER shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.

(2) The ENGINEER shall not employ additional consultants not named in its proposal to the TOWN, nor sublet, assign or transfer any part of its services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from its responsibility for the professional and technical accuracy and coordination of all data, designs, drawings, specifications, estimates and other work or services furnished under this Agreement.

(3) All consultants must be registered and licensed in their respective disciplines if registration and licensor are required under the applicable provisions of Massachusetts law.

(4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement, including those of the Massachusetts Highway Department and the Department of Environmental Protection.

(5) The ENGINEER shall not be relieved from its obligations to perform the Work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.

(6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

C. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

D. Notices, Compliance With Laws:

(1) The ENGINEER shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority relating to the performance of the Work. The ENGINEER shall provide the TOWN with reproductions of all permits, licenses and receipts for any fees paid.

(2) If the ENGINEER observes that any of the TOWN's design schemes, outlines or goals are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the TOWN in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN upon request of ENGINEER, shall furnish to the ENGINEER any available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not

guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

A. The TOWN shall make payment to the ENGINEER, monthly, upon approval of the ENGINEER's requisitions therefor. All requisitions shall be in the same proportionate amount of the Contract Price as the proportion of the work completed to the total scope of work.

B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price and/or schedule, as the case may be, before ENGINEER will be required to perform any such additional services. Delay of one year or more by the TOWN plus a significant change in the estimated construction cost will be considered a change in the scope of work.

C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established. In the case of an emergency, if the ENGINEER is requested to perform additional work without a fully executed change order, the ENGINEER shall be entitled to an equitable adjustment in the contract price and extension of time. The ENGINEER shall bear responsibility for any costs or charges related to changes or services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the construction documents or other errors or omissions of the ENGINEER, or which result from existing conditions encountered which should have been anticipated by the ENGINEER based on reasonable investigation of the Project site.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.1 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

A. General Liability: The ENGINEER shall defend, indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, such claims, damages, losses, and expenses are caused by the negligent or wrongful acts or omissions of the ENGINEER or its employees, agents, subcontractors or representatives.

B. Professional Liability: The ENGINEER shall defend, indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused by the negligent or wrongful acts, errors or omissions of the ENGINEER or its employees, agents, subcontractors or representatives.

C. The ENGINEER's obligation to defend, indemnify or hold harmless the TOWN under this Paragraph shall not extend to any portion of a claim, damage, loss or expense that is caused by the negligent or wrongful acts or omissions of the TOWN.

11. Insurance

With the exception of Professional Services Liability for designer/architects, designers and engineers, and Worker's Compensation, the Town of Nantucket and its employees must be named as an additional insured

A. The ENGINEER shall at its own expense obtain and maintain insurance of the following types:

Comprehensive General Liability Insurance

The Contractor shall carry Commercial General Liability Insurance with an each occurrence limit of liability of no less than One Millions Dollars ($1,000,000) and a general aggregate limit of liability no less than Two Million Dollars ($2,000,000).

Automobile Liability and Property Damage
Automobile Liability Insurance covering all owned vehicles with a combined single limit no less than One Million Dollars ($1,000,000.00) to cover all damage caused by contracted employees of Contractor.

Workers' Compensation Insurance
Coverage for all employees in accordance with Massachusetts General Laws

Excess Liability Insurance
Contractor shall carry excess liability insurance of not less than One Million Dollars ($1,000,000.00) covering over general liability, automobile, and worker's compensation insurance.

Professional Liability Insurance
Minimum Coverage $2,000,000 aggregate

Since its insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

C. The ENGINEER shall also carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.

D. Prior to commencement of any work under this Agreement, the ENGINEER shall provide the TOWN with Certificates of Insurance or other evidence of insurance coverage which include the TOWN as an additional named insured on the ENGINEER's Comprehensive General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the TOWN. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

E. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of its Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven (7) days' notice to the party in default and the failure within that time of said party to cure its default, or if the cure cannot be completed within seven (7) days, the failure to commence and diligently pursue the work to complete the cure, provided however, that the cure period shall not exceed 120 calendar days unless agreed to in writing by the Parties.

B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. . Upon receipt of a notice of termination, the ENGINEER shall cease to incur additional expenses in connection with the Agreement. The ENGINEER shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the TOWN. Such payment shall not exceed the fair value of the services provided hereunder.

14. Miscellaneous

A. Royalties and Patents: The ENGINEER shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the TOWN harmless from loss on account thereof, except that the shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the TOWN; but if the ENGINEER believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the TOWN, and thereafter the TOWN insists on the use of the design, process or product specified.

B. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. Independent Contractor: The parties acknowledge that the ENGINEER is acting as an independent contractor for all work and services rendered pursuant to this Agreement and that it shall not be considered an employee or agent of the TOWN for any purpose.

E. Complete Agreement: This Agreement contains a complete statement of the undertakings between the parties with respect to the matter set forth herein. This Agreement cannot be changed or terminated, and this Agreement supersedes all prior agreements and undertakings, both oral and written, between the parties. There are no representations not set forth in this Agreement which have been relied upon by either party.

F. Severability: If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.

G. No Waiver: No waiver of any breach of any provision of this Agreement by either party hereto shall constitute a waiver of the Agreement. The failure of a party to enforce, at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15. ENGINEER'S Assurances: ENGINEER hereby represents and warrants:

A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation "DOT" Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination. The ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts. In all solicitations by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations, directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division as appropriate, and shall set forth what efforts it has made to

obtain the information.

E. Sanctions for Noncompliance. In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the TOWN shall impose such contract sanction as are appropriate, including but not limited to:

(1) withholding of payments to the ENGINEER under the contract until the contractor complies, and/or
(2) cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs "a" through "e" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event an ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the TOWN to enter into such litigation to protect the interests of the TOWN and/or the interests of the United States and the Commonwealth of Massachusetts.

G. 49 CFR Part 26. The contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

H. DBE Obligation. The ENGINEER agrees to ensure that minority and women business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

CERTIFICATION OF ENGINEER – FAA

I hereby certify that I am a Vice President and duly authorized representative of Jacobs Engineering Group Inc., whose address is 1100 North Glebe Road, Suite 500, Arlington, VA 22201, and that neither I nor the above firm I here represent has:

a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,

b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

c. paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

Thanyapat Cholvibul, Vice President

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

JACOBS ENGINEERING GROUP INC.

By: _____ GROUP VICE PRESIDENT FOR /T CHOLVIBUL

Name: Thanyapat Cholvibul

Title: Vice President

TOWN OF NANTUCKET
AIRPORT COMMISSION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

TOWN OF NANTUCKET
TOWN FINANCE DIRECTOR

By: _____

Name: _____

Title: _____

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
AERONAUTICS DIVISION
CONTRACT APPROVAL

The Massachusetts Department of Transportation Aeronautics Division, this _____ day of _____, 2014, hereby approves this Contract between the Town of Nantucket acting by and through its Nantucket Airport Commission and Jacobs Engineering Group, Inc., in the amount of $628,542.00 for consultant services in connection with:

"Modernization Desgin & Construction Services of
The Federal Airport Traffic Control Tower at Nantucket Memorial Airport"

This approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the Massachusetts Department of Transpiration Aeronautics Division a party to the Contract on in any way interferes with the right of either principal here above, and is not to be considered as a commitment of funding unless so voted by the Massachusetts Department of Transportation Aeronautics Division.

_____
Christopher J. Willenborg
Aeronautics Division Administrator
Massachusetts Department of Transportation Aeronautics Division

Exhibit A – Scope of Work

Revised June 19, 2014 (Rev B)

Nantucket Memorial Airport
Nantucket, Massachusetts

Modernize the ACK Airport Traffic Control Tower (ATCT)

History and Background

The Nantucket Memorial Airport Traffic Control Tower (ATCT) was commissioned in the early 1960s. It is a non-standard ATCT, constructed atop/within the Airport Terminal Building. The facility has undergone several modernization upgrades since inception, including a fire and life safety upgrade in the mid-1990s and the construction of the Terminal Building around portions of the facility in the 2009/2010 timeframe.

Under a separate tasking with the FAA in 2011, the FAA commissioned Jacobs to conduct a Facility Condition Assessment of this facility, to identify building code and FAA Standards and Orders deficiencies and non-compliance issues. Jacobs conducted that evaluation in May 2011 and submitted the final Condition Assessment report to the FAA in June 2011.

The FAA has developed a full modernization and upgrade scope for the ACK ATCT facility which it included FAA's Statement of Work (SOW) for this project, dated November 2013. The FAA SOW includes implementing the recommendations from Jacobs' 2011 Condition Assessment Report, as well as additional items identified by the FAA as part of the modernization scope of this project.

This contract includes professional services for Articles A - Data Collection Phase, Article B – Design, and Article C - Construction Bid Advertisement and Procurement services. It does not include Article D – General Administration, and it is expected that the Airport will request Article E - Construction Administration services from Jacobs at a later date.

ARTICLE A – DATA COLLECTION AND PRE-DESIGN CHARRETTE

Upon award of this design contract, Jacobs will attend a kick-off meeting with the project stakeholders at ACK and conduct a survey of the existing conditions at the ATCT. In the kick-off meeting, Jacobs will conduct a pre-design charrette for the overall project scope, with the goal of establishing preliminary buy-in of the project objectives and scope.

Prior to the kick-off meeting Jacobs will develop preliminary floor plans based upon the space program requested in the SOW, to be used in the space programming charrette. Jacobs will also develop preliminary building elevations (4 separate facades) that will be used to convey the project scope as it pertains to the Nantucket Historic District Commission (HDC) considerations.

The onsite activities will include:

- Conduct a programming charrette of the Second and Third Floor spaces in the ATCT
- Re-survey the ATCT, update the Observations and Recommendations in the 2011 CA report with the new scope requirements, and review their implications with the stakeholders.

- Evaluate life safety code aspects of the project with particular attention devoted to determining building type and egress requirements of the ATCT
- Discuss the ramifications and impact of including the proposed exterior stair from the Second Floor of the ATCT to the First Floor. During the kick-off meeting it was tentatively determined that the exterior stair will not be required. This is the basis of this proposal. A code analysis confirmation of this based upon the International Existing Building Code (IEBC) will be presented as part of the 10% submission to substantiate the acceptability of a single stair with improved code compliance over the addition of a second stair.
- Conduct discussions with FAA Air Traffic and Technical Operations personnel regarding the console layout for the Cab redesign. FAA directed Jacobs to forward to them CADD background cab drawings once mechanical has sized depth of the window linear diffusers and located new pull-down cab roof ladder. FAA to layout cab consoles based on CADD file.
- Perform hazmat material sampling for testing of suspect areas in the ATCT to assist in preparing hazmat abatement and demolition documents (in the next design phase).
- Conduct preliminary meetings with the Nantucket Historic District Commission (HDC), local fire department authority, and the Building Commission to go over local building and permitting requirement.

ARTICLE B – DESIGN
DRAWINGS, SPECIFICATIONS, DESIGN DATA ANDBOOK AND INTERIOR DESIGN

1.0 Scope of Work (SOW):

The original SOW for the ACK ATCT uses FAA's November 2013 "Modernization Project" statement as a basis for the modernization design. Jacobs attended a follow-on meeting on May 5, 2014 with the Nantucket Airport and the FAA to discuss the upcoming Jacobs proposal for this project. In this meeting the FAA provided clarifications, changes, additions and deletions from FAA's original November 2013 SOW. Subsequent telephone conferences were held with Steve Berube of the FAA to further clarify the SOW. The changes to the November 2013 SOW will be itemized within the technical approach description herein. The Technical Approach portion of this project provided herein identifies the assumed scope of work, described by each technical discipline, as the basis for this proposal.

2.0 Jacobs Scope of Services (SOS):

Jacobs will provide the following services in the execution of this Project

- Architectural Design and Interiors Design
- Historic Preservation Architecture (Consultant)
- Hazmat/Environmental Engineering - Evaluation and Abatement Design
- Civil Engineering
- Structural Engineering
- Mechanical/Plumbing Engineering
- Fire Protection Engineering
- Electrical Engineering
- Specifications
- Cost estimating
- Construction Bid Procurement Administrative Services
- Project Management

3.0 Technical Approach - Overall

The main product of the Project is based upon the Scope of Work will be the production of construction documents for the modernization of the ACK ATCT. The Final Submission will be signed and sealed documents (State of Massachusetts registration); including design drawings, specifications, Design Data Handbook (DDH), sample materials and color boards and construction cost estimates. Section "4.0 Deliverables" provides a list of specific deliverables included at each submittal. All drawings will be computer-generated in D size to provide acceptable reading quality and allow for efficient modifications during the design process. All final computer generated contract drawings will be provided on CD-ROM in MicroStation V8 and specifications will be in MS Word.

Jacobs will implement a Quality Control process during all design phases for all disciplines to maintain a cost-effective design.

3.1 Technical Approach by Discipline:

The approach for each discipline's design are assumed to incorporate the items identified in the November 2013 written Scope of Work (SOW) with the following assumptions, additions, deletions, qualifications and clarifications:

Architecture:

General

1. New floor finishes, wall finishes and ceiling finishes are anticipated for the Second Floor, Third Floor and Cab Level of the ATCT. New finishes are anticipated for the First Floor only at the base of the ATCT Stair (Stair #1) and the Exit Corridor leading to the egress door on the south façade of the Terminal Building's ATCT portion.
2. The ATCT's exterior envelope on the Second Floor, Third Floor and Cab Level shall be upgraded to meet current energy code. The current exterior walls on the Second Floor are primarily brick and block (cmu) with wood shingle siding atop the brick. Between the original brick exterior face and the wood shingles, that were believed to be added in the 1980s, there is approximately 1 1/2" thick rigid insulation, ½" plywood sheathing and an air (Tyvek) barrier atop the plywood. Because of concern about trapping of moisture in the wall cavity it is assumed that improvements to the envelope for finished spaces (non-equipment and non-storage) on the Second Floor will entail providing a new gypsum wallboard finish atop of 2 ½" metal studs attached to the existing cmu walls. Insulation will not be provided in the cavity between the gypsum wallboard and the cmu wall since there is concern this will trap moisture and there will be a potential for mold. Electrical conduit will be provided in the furred-out space to allow flush-mounted receptacles. For areas without furred-out walls electrical conduit will be surface mounted. It is assumed that the new walls will require the removal of the existing fin tube radiators at the impacted exterior walls. Building envelope improvements on the Third Floor are assumed to be accomplished by adding a steel stud walls on the inside face of the existing exterior transite panels. Since the Third Floor exterior wall also had rigid insulation, plywood, vapor barrier and shingles added after the original construction, insulation will not be placed in the cavity of the steel studs. For the Cab new metal panels will be provided to meet energy code requirements. The Cab glazing will not need to meet the energy code, however insulated glass will be provided. The HDC has

requested increasing the height of the parapet wall which may require some structural review.

3. Reprogramming of the spaces will attempt to accommodate all of the area and adjacency requirements in the SOW. However the following changes to the written SOW were provided verbally by the FAA:
   a. A separate Telco/LAN Room from the Telco/LAN space currently within the Second Floor Electronics Equipment Room is not required
   b. Some functions defined in the programming portion of the SOW, besides the Break Room, can be located on the Third Floor.
   c. The requirement that the Second Floor Electronics Equipment Room keep its same area is modified. If necessary the size of the room may be reduced, however the reduction has to be coordinated with the FAA designed equipment rack layout.
   d. An attempt to provide the requested ADA compliant Shower Room adjacent to the Locker Room should be made. However, if the Shower Room cannot be practically integrated into the space it may be omitted. During the preliminary planning session it appeared that a separate Shower Room can be worked into the new floor plan on the Second Floor.
4. It is assumed that the limited use, limited application elevator requested in the SOW can be met with a residential grade lift. The platform lift is assumed to be located within the new stair from the First Floor to the Second Floor and may require removal of some Second Floor structure to accommodate the combined stair and lift.
5. A second exterior stair is excluded from this proposal. However, the existing stair from the First Floor to the Second Floor will be removed and a code compliant stair provided in the same general area. The new code compliant stair will result in a slightly longer overall stair run which may necessitate taking some space currently identified for use by the Airport (Restroom and Janitor's Closet). Relocation of walls and fixtures in the Airport's Restroom adjacent to the stair may be required. Additionally, if the mop sink in the Janitor's Closet is impacted by the stair a new mop sink shall be provided in the reconfigured Airport Restroom. A shaft wall assembly will provide fire separation between the reconfigured Janitor's Closet and new stairs.
6. It is assumed that the programming effort will result in the reconfiguration of some of the interior spaces, with demolition, relocation and construction of some new interior partition walls likely. The new stair from the First Floor to the Second Floor will likely require removal of the cmu wall currently at the south end of the stairwell. Some existing 4" thick cmu partition walls are provided as boundaries of one hour fire-rated construction. These walls are not UL-rated for one hour and they will either be removed and replaced with a fire-rated gypsum wall, or will remain in place and have a shaft wall provided on one side to be able to achieve the necessary fire-rating.
7. New exterior windows (Cab level and Third Floor) will not require any blast hardening security features. The windows will be required to meet building code requirements to resist wind loads and wind borne debris.
8. Proposed Third Floor windows shall match Second Floor double hung window, but will be single hung-fixed windows because of limited space. An investigation will be performed regarding their ability to meet the HPSB or ASHRAE energy performance requirements, but it is assumed this will not be feasible and will not be required.
9. The facility will be made ADA/ABA compliant to the extent practical and feasible. Exceptions to the ADA/ABA requirements will include wheelchair access to the Third Floor and Cab above and those existing features and conditions that are impractical to alter or fix. The level below the Cab and Cab levels are exempt from ADA but any measures that can be easily included shall be included such as door handles room labels etc.
10. It is assumed that the existing floor slab requires no life safety upgrade to bring it into compliance with the building code, with the exception of the Third Floor slab above the

Equipment Room which may not meet the 1 hour fire-rating separation required and may need to be modified. The existing 4" CMU partitions is not a UL listed assembly, and will either be replaced with a fire-rated GWB partition, or have a shaft wall assembly on one face added to bring stair partitions into compliance with code.

11. It is assumed that the existing Engine Generator Room will require some life safety upgrades to its envelope (ceiling and walls) to bring it into compliance with the building code.
12. OSHA exterior fall protection is limited to the Cab roof and Cab Catwalk. It does not include the gabled roofs above the Second Floor.
13. This project will not include enhanced commissioning.
14. High Performance Sustainable Building design guidelines for reconstructions shall be implemented for this project. Initial goals for the design shall be overarching and clarified as design moves forward.
15. Code waiver requests with back-up information to FAA shall be forwarded to FAA from a registered architect or professional engineer, and do not need to be signed and stamped.
16. This proposal assumes Jacobs will make an Interim submittal to Nantucket HDC, mid-point between the 10% and 70% Submittals. This submission will be referred to as the 35% HDC submission. It will include the proposed alterations to the ATCT Cab exterior envelop, the proposed new windows and the new exterior stair, if the latter is required.
17. This proposal includes one trip for the architect to attend a meeting with HDC to present the interim – 35% presentation.
18. It is assumed that the initial presentation and meeting with HDC will be suffice in getting the necessary acceptance of the proposed exterior alterations and a follow-on second submission and meeting with HDC will not be required. As such, only one HDC submission and meeting is included in this proposal. Any additional revisions to the submissions or meetings are assumed to be additional services, outside this proposal.
19. The FAA indicated at the May 5, 2014 meeting that the design for the modernization will be required to maintain access by FAA Tech Ops to the equipment racks in the Second Floor Electronics Equipment Room, but not any equipment in the Cab. The FAA's access to limited FAA defined equipment in the Second Floor Equipment Room will be required during construction. However, there will times at which this access will not be via the existing stair from the First Floor to the Second Floor, but instead via a contractor provided exterior construction stair.

Cab and Catwalk

20. New membrane roofing is anticipated for the Cab roof and the Catwalk Level roof. The existing roofing on both levels will be removed down to the structural metal deck and new rigid insulation will be provided to direct water for drainage. Per verbal direction from the FAA the existing drainage for the Cab roof which currently appears to cascade of the edge of the roof shall be modified to drain to either interior roof drain(s) or to a perimeter gutter and downspout system. Pitch pockets are to be avoided, and a drip edge shall be provided to prevent water sheeting down side of cab glass.
21. The existing exterior Cab roof access ladder on the north Cab façade will be removed and a new interior retractable ladder will be provided within the Cab ceiling plenum. According to the FAA there is limited interstitial space above the Cab ceiling and it is likely that a "pop-up" on the Cab roof will be required to accommodate the retractable ladder. The location of the access ladder will need to be coordinated with the Cab ceiling DBRITE track that will remain and with the rooftop exhaust fan that will also remain.
22. The entire Cab façade (windows, turned-up roofing material from the Catwalk to the Cab window sill as well as the ACM transite panels below cab window sill, and aluminum

fascia from the Cab window head to the Cab roof) will be removed and replaced. Note the direction to replace the Cab windows was not in the SOW, but instead was a direction provided by the FAA via e-mail.

23. Per the Nantucket HDC Guidelines, approval will be required from the HDC for the use of metal siding, and insulated metal panels. Per Jacobs initial meeting with the HDC use of metal panels is acceptable; however they must match the "approvable" colors provided by the HDC.
24. Per discussion at the May 5 meeting the FAA indicated they would like a short parapet to be provided at the top of the Cab's exterior façade where it intersects with the Cab roof. A parapet (12" or less) will be incorporated in the design. Per Jacobs initial meeting with the HDC, they requested that the Cab parapet be raised higher for aesthetic purposes. This shall be investigated further, consulting with structural so as to not impact existing lateral load resisting system because of increased wind loads due to an increased surface area. It is assumed that the HDC will provide the necessary approval.
25. The existing access door to the Catwalk from the Cab to be enlarged to the greatest extent possible (without structural modifications) and an exterior door and frame system will be provided. Roof insulation atop the Catwalk may be reduced at this location to provide a larger opening.
26. The existing exterior fire escape ladder shall be removed and the siding and roof patched to match the existing.
27. Within the Cab new standard "Emcor" or equivalent consoles will be provided to replace the existing consoles. Demolition of existing Cab consoles and new Cab consoles will be designed with the detailed console layout with equipment locations provided by the FAA. A Cab console specification will be provided by the FAA for inclusion in the project specifications. The Cab console layout will be provided for contractor installation, but the final console modifications required for installation of the FAA equipment and the equipment installation itself will be excluded from the design.
28. A new convenience area with countertop, sink and bubbler will also be provided in the Cab.
29. It is assumed that the NFPA-75 required fire separation of the Cab from the floor below is unachievable due to the multiple duct penetrations through the Cab floor.

Third Floor

30. Windows will be installed on the south, east and west façade of the Third Floor to provide natural daylight into the rooms on the south side of the Third Floor. Windows locations on the south façade are assumed to align with windows on the Second Floor to assure HDC approval. Windows added to the east and west façade will match the type and size used for the south façade and will fit within the existing exterior façade's support structure.
31. The SOW indicates the transite panels on the perimeter of the Third Floor (the panels have asbestos containing materials) are to be removed. The preliminary site investigation has revealed that no fire separation exists between the Second Floor Equipment Room and the west wall at the Third Floor and therefore the wall construction must be modified to provide a fire-rated separation per NFPA 75. Removal of the transite panels below the rafter line needs to be investigated and the openings into the attic space will be enlarged where the enlargement is deemed practical. The design intent will be to provide gypsum wallboard to the interior of the transite panels to effectively encapsulate the panels that are exposed on the Third Floor. Where new windows are provided that go through the existing transite panels the panels will be removed/abated and additional structure provided to support the windows. Additionally, the design will explore the feasibility and prudence of abatement of transite panels on the Third Floor that are not part of the exterior wall.

32. The Third Floor Unisex Restroom will be renovated, but ADA/ABA standards related to wheelchair accessibility will not be addressed with the renovation. ADA/ABA compliance to the greatest extent possible shall be incorporated.
33. It is assumed that the spaces on the Third Floor will be delineated by full height interior partitions (as opposed to the partial partitions currently in place). A ceiling will be provided in the office/break room/corridor portions of the Third Floor. It should be recognized that due to low floor-to-floor height from the Third Floor to the Cab and relatively deep structural members supporting the Cab the ceiling heights in some areas of the Third Floor may be below the code prescribed minimum. Additionally, the ceiling in the Third Floor spaces needs to allow FAA technicians access to all areas of the overhead cable tray feeding the Cab from below.

Attic

34. It is assumed that the roof of the three separate attic areas will be insulated with a rigid insulation placed between light gage steel studs that span between the existing attic steel purlins.

Second Floor

35. Fully ADA/ABA compliant restrooms (separate men's and women's) will be provided on the Second Floor.
36. The preliminary layout for the Second Floor will accommodate an ADA/ABA compliant shower within its own room.
37. According to the FAA, the Electronics Equipment Room will have its equipment racks rearranged by the FAA during the overall modernization task. It is assumed that the phasing of the equipment rack relocation will allow abatement of all of the ACM floor tiles in the room. It is assumed that the final rack arrangement will closely match the current arrangement.
38. It is assumed that the Electronics Equipment Room will comply with NFPA-75 requirements for 1-hour fire rated separation and the room shall be provided with the appropriate type fire extinguisher. To achieve the one hour fire-rating there will likely be a need to upgrade the current east and north interior walls of the room and also the west wall on the Third Floor.
39. A small Break Room with equivalent services as on the Third Floor will be provided on the Second Floor to meet ADA/ABA requirements.

First Floor

40. The requirement for a Main Entrance/Lobby in the SOW was clarified by the FAA. The intent of this requirement was clarified to indicate this pertains to the common First Floor area at the base of the ATCT Stair. Providing a separate entrance vestibule on the First Floor will be explored. It is assumed that some cmu walls on the First Floor will need to be demolished to accommodate a larger stair with platform lift. Removal of this wall, which currently has the secured door to the FAA spaces, will require that a new secured perimeter be provided that will likely encompass two separate doors (in lieu of the one current door).
41. All First Floor spaces with the exception of the ATCT Stair and the Corridor to the exit door, and the Restroom and Janitor's Closet adjacent to the ATCT Stair are outside of the architectural scope of the project. No refurbishment of these spaces is assumed except for fire-rating related upgrades to the E/G Room and also to the stairwell pressurization relief ductwork. Routing of electrical conduits from the tower to the Terminal Building basement to tie into the basement level engine generator will be

coordinated with FAA and Airport. A vertical shaft to run the conduits to the basement from above the ceiling will be required somewhere in the Terminal Building away from the FAA spaces. It is assumed that the Airport will agree to a practical location in the Terminal Building for this shaft.

Civil Engineering:

1. The only exterior component to the design is the potential for upgrades to the egress path from the primary FAA entrance to the facility. The design will investigate if an accessible path can be provided via the Terminal Building's main entrance, thereby negating the need to upgrade the current brick path from the FAA's entrance door to the concrete sidewalk.
2. Although it was brought to Jacobs' attention during the kick-off meeting that there had been some recent flooding of the exterior areas adjacent to the Engine Generator Room's exterior door, it is assumed that any solution to this issue is not part of the design work proposed.

Structural Engineering:

1. A small pop-up on the Cab roof will be required for the Cab roof retractable ladder. This pop-up and the associated opening in the Cab roof deck will have some structural engineering effort. The opening in the Cab roof deck is assumed to be between the 10" deep steel beams spaced at 5'-0" on-center.
2. The original 1960 structural drawings indicate the floors within the ATCT have been designed for a 150 psf live load. Gravity load analysis of existing members or the gravity load design of new structural members is assumed to be required for the new HVAC equipment. The location of the new air handling units is assumed to be either on the existing Third Floor slab, or in the attic spaces above the Second Floor. Given the high live load for the original design it is assumed that structural strengthening of the existing gravity load members will not be required.
3. Structural analysis of the existing lateral load resisting systems for wind, seismic and blast loading is excluded.
4. It is assumed that structural design and detailing will be required for the added windows on the Third Floor. These windows will be incorporated into an existing façade structural system consisting of wind girts and columns.
5. Structural analysis of the existing gravity load resisting system is excluded except for locations where increased loading is anticipated from the original design loads (i.e. office space converted to mechanical space).
6. Structural design for the handrails and their connections on the Cab roof and the Catwalk will be provided.
7. Structural design for the Cab glass attachment to the existing Cab structure (columns, beams and sills) will be provided. An analysis of the existing Cab structure to resist lateral loads is not included.
8. There are existing smoke detectors in the attic. Currently these detectors are accessed by plywood walkways that bisect each of the three attics. Discussions held with the FAA indicated that there may be a means of accessing these detectors with a customized long pole from the Second Floor through the acoustical tile ceiling. However, with the very long height to the top of the attic it would appear this approach will not work. Instead some means of accessing the detectors within the attic will need to be provided. Since the plywood has the dual issues of being both flammable and saggy, it is proposed that a non-flammable grating system be provide atop the same supports currently used by the plywood. Either a fiberglass or an open mesh steel grate will be investigated. The fiberglass will be lighter, but the cost will be greater, so the evaluation

will need to consider the two aspects to determine the best solution. Currently there is no guardrail provided along the plywood walks. Although the walkways will be seldom used it is still necessary to provide a guardrail along the walk for safety. A means of attaching the guardrail to the existing steel members at the bottom of the attic will be explored. Alternately, a tie line could be attached to members at the ceiling of the attic which could then be used by personnel entering the attic with lanyard and safety harness.

9. Depending upon the final locations for the air conditioners that serve the Second Floor spaces there may be a need to provide a service platform with safety guardrail in the attic to access and service the mechanical equipment. The location of these platforms (if required) will be determined in conjunction with mechanical needs to attempt to minimize any strengthening of existing structural members.
10. Structural design associated with modifications to the existing First Floor to Second Floor stair is included.
11. The increased height of the fascia panel above the Cab windows (due to a potential parapet and also as recommended by the HDC for aesthetic reasons) will require a structural evaluation of the Cab structure with respects to its lateral load resistance capacity (there will be a larger surface area exposed to the wind and thus a higher lateral force on the Cab structure). It is assumed that the results of this analysis will not require design and detailing for strengthening of the Cab's structural system.

Mechanical/Plumbing Engineering:

1. Second Floor administrative spaces, which comprise a large section of the Second Floor, are not currently air conditioned. The spaces are only served with heating from hydronic fin tube units served by the geothermal system on the envelope. Each occupied space is provided at least one operable window. Per verbal direction from the FAA addition of air conditioning to the non-equipment room areas of the (admin areas) Second Floor is part of the scope. Location of units will be evaluated to minimize space impacts. Some discussion of placing air conditioning units in the attic levels above the Second Floor has occurred with the FAA. A preliminary evaluation of this will be performed for the 10% submittal, but it should be recognized that there seems to be multiple technical issues with this approach not the least of which is structural capacity of the above ceiling framing. Discussions with the FAA indicate OSHA compliant equipment maintenance platforms are not required, however maintenance ~~accessiblity~~accessibility to the HVAC equipment is an important consideration for the design. Another alternate will be evaluated to create small mechanical equipment rooms in the Second Floor and potentially Third Floor spaces to house independent air conditioning units. Additionally it is assumed that any condensing units required in conjunction with air handling units can be placed on either the flat roof areas over the First Floor of the Terminal Building (hidden from view from the street and the airfield side).
2. SOW Section 01110-16 3.5 B indicates providing cooling redundancy for the facility's critical spaces. Cooling Redundancy is not required per Mechanical Engineering Design Guidelines and Operations and Maintenance Life Cycle Cost Guidelines for ATCT and TRACON Facilities. The 2011 Condition Assessment Report did not take addition of redundancy into account and this design will not include cooling redundancy.
3. SOW Section 01110-16 3.5 D indicates to use round ductwork. It is assumed that this requirement will not be enforced due to tight floor to floor heights and that rectangular ductwork is fully acceptable.
4. SOW Section 01110-13 3.3 D.4: It is assumed that the added elevator (platform lift) will not require additional air conditioning or ventilation. Additionally a floor drain or sump pump is assumed to not be needed with the added elevator (platform lift).

5. SOW Section 01110-11 3.1.D.5.a: The Cab HVAC is already independent of the Terminal Building's HVAC systems.
6. SOW Section 01110-11 3.1.D.5.c: The geothermal system that supplies chilled and heating hot water to the Terminal Building only provides heating hot water to the Second and Third Floors for space heating. Additionally, the FAA has indicated it is desirable to fully remove the ATCT from the geothermal supply system that serves the Terminal Building. It is expected therefore that no evaluation of the existing geothermal system will be required and the existing system on the Second and Third Floors will be demolished.
7. SOW Section 01110-11 3.1.D.5.d: Although the observations and recommendations in Condition Assessment Report did not indicate a need for dehumidification in the Cab, The FAA has recently indicated that the Cab has some condensation problems. Thus, dehumidification will be included as part of the Cab air handler selection. Air Traffic indicates that condensation will cover the Cab glass on the exterior. This is not unusual for locations close to the water. The typical solution to external condensation is an external wash-down system. The FAA, however, has indicated not to include an external wash-down system due to the expense and complexity of maintenance.
8. SOW Section 01110-10 3.1.D.2.e: It is assumed that any added stair will be a non-enclosed exterior type thus will not require the addition of a stair pressurization fan.
9. SOW Section 01110-11 3.1.D.5.e: Replacement of supply ductwork to the Cab with larger ductwork will be evaluated in the design. The current Cab ductwork runs below cable trays and fire protection piping in some areas of the Third Floor. After discussions with the FAA it is noted that cable trays will be replaced in nearly the same configuration in conjunction with this project (an FAA led design task) and it would be desirable to have cable trays and ductwork mounted at nearly the same height to maximize the ceiling height.
10. SOW Section 01110-11 3.1.D.5.f: FAA Orders for filtration in critical areas will be complied with to the extent practical. Compliant filtration often results in physically larger air handling systems and limits the available types of units available. This may require mechanical room space to be carved out of the Second or Third Floor to accommodate the physically larger air handlers. Note that the more stringent filtration may be negated by existing operable windows in the critical spaces. The FAA has indicated a desire to secure operable windows in critical spaces.
11. SOW Section 01110-11 3.1.D.5.j: The HDC has indicated that it is their preference to maintain the emergency generator exhaust flue at its present configuration. Recommendation M013 will not be included in the design. Instead the window directly above the exhaust flue will be permanently closed.
12. SOW Section 01110-11 3.1.E.1 (1): It is expected that plumbing work will extend into the ceiling of the First Floor if any plumbing fixtures are moved or added on the Second Floor. This may disrupt the passenger area. Relocation/reconfiguration of the Second Floor restrooms will be designed to the extent possible given the existing sanitary line and vent line constraints. Expansion of the stair from the First Floor to the Second Floor will require extensive plumbing demolition down into the First Floor spaces not occupied by the FAA.
13. SOW Section 01110-12 3.1.F.1: It is understood that "sound absorbing panel system" is intended to indicate acoustical ceiling tiles with the appropriate sound absorbing properties, but not a specialty, non-standard ceiling system.
14. SOW Section 01110-12 3.1.G.6: The Second Floor ceiling is currently totally uninsulated. A wet pipe sprinkler system is installed in the space above the ceiling. The sprinkler piping is kept from freezing by transferred heat from the occupied space below the acoustical ceiling. Insulation will be provided to the envelope as deemed appropriate with due consideration provided to prevent the trapping of moisture within the exterior

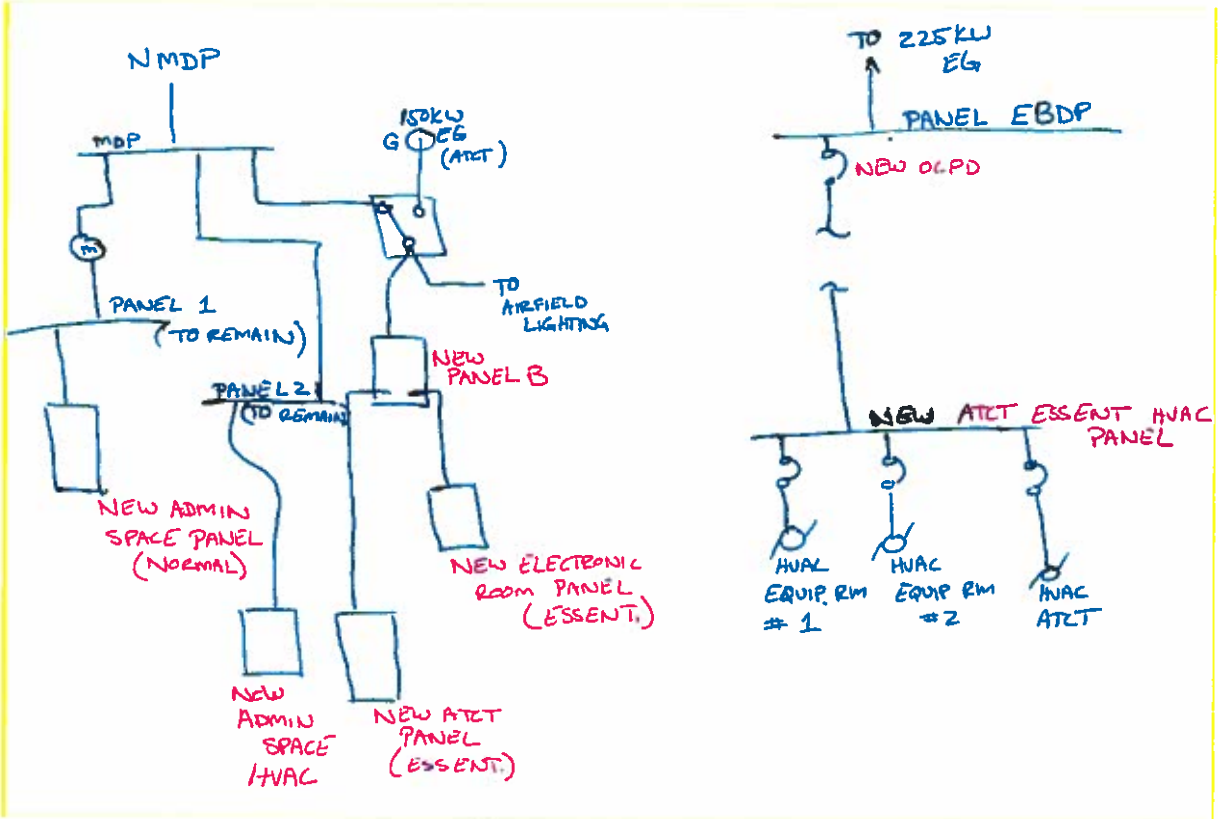
envelope. It is assumed that the existing sprinkler piping will be removed and new sprinkler piping provided that is protected from freezing ~~by the insulation.~~

15. It is assumed that roof drainage as a result of adding a parapet to the Cab roof (refer to Arch) will be scupper and accompanying downspout to the Catwalk level. An existing roof drain at the Cab and Catwalk are currently roofed over and will not be used. Drainage from the Catwalk to grade will be ascertained at a later date.
16. Due to this being an existing facility with limited available utilities it is assumed a Life Cycle Cost Analysis will not be required for this project. The mechanical systems will be selected by best engineering judgment.
17. It is assumed heating and cooling load calculations will be produced and presented in Carrier Hourly Analysis Program (HAP) and this will be acceptable to the FAA.
18. The mechanical isolation requirements of NFPA 75 will be complied with to the extent where it is practically possible. It is assumed this will be possible for the Second Floor Equipment Room, but no for the Cab.
19. It is assumed that the ventilation fan above the Second Floor Equipment Room will be demolished.
20. The items addressed as Obs and Recs M011, M012 and P001 in the 2011 Condition Assessment Report will be not addressed since they involve Airport maintained space.
21. Equipment selection will comply to FAA High Performance Sustainable Buildings (HPSB) where practical, however it is assumed that no HPSB documentation will be required to be filed with Nancy Henry of the FAA as indicated in the HPSB documentation.
22. It is assumed that current plumbing pressure is adequate to provide intended flow from any added or altered plumbing fixtures.
23. Air Traffic has requested to retain a Cab roof vent fan. Due to the fan's age ~~of fan~~ it will be replaced.
24. The expansion of the stair will likely require a stairwell pressurization fan replacement or modification. In addition, the existing stairwell pressure relief duct is routed through an electrical room and does not have separation from the space. The relief duct will also likely require modification.
25. Originally it was anticipated that the Electronics Equipment Room would be empty during construction. During the kickoff meeting it was indicated that the Electronics Equipment Room would be required to maintain operation during construction. It is expected temporary cooling will be required for the Electronics Equipment Room.
26. Facility personnel indicate the central vacuum is non-operational. A new vacuum will be provided.

Electrical Engineering:

1. Security (surveillance) design is not included.
2. Coordination with JCI (under the SSCI Contract) for electronics portions of any security upgrade work to be performed is excluded.
3. Replacement of the majority of electrical power panelboards and associated branch circuitry that is currently serving the FAA designated spaces and mission support systems –are anticipated to be replaced. The renovated electrical power distribution system will be configured to match a standard FAA type basic radial architecture.
4. The existing 150kW E/G set, that supplies power for all airfield lighting systems, currently operates in an unbalanced electrical loading condition during some airfield lighting switching scenarios. This condition does not appear to affect operation of existing FAA tower electronic equipment loads that are also supplied from this E/G set. The FAA is pursuing correction of the airfield lighting system load balance condition with the Airport. The design/remediation work required to correct the power quality condition is not included.

5. The existing engine-generator(s) that are currently owned and maintained by the Airport shall remain intact. The power distribution system for the FAA tower will be configured per following schematic one-line diagram. The existing 150kW E/G set that is located at the First Floor Electrical Room will be utilized for air field lighting systems and the FAA electronic equipment loads. The FAA's existing metering records of power demand loading for this E/G set indicates that load capacity is available to support air field lighting and FAA tower electronic equipment loads. Tower HVAC power loads will be connected to the existing airport terminal 225kW E/G distribution system. A new power feeder will be extended from the Terminal Building's basement essential electrical distribution panelboard "EBDP" to feed FAA tower essential HVAC power loads. The Airport has indicated that the existing 225kW E/G set has adequate capacity to support the FAA essential HVAC power loads.



6. Grounding throughout the facility will be updated to comply with current FAA Orders and Standards and with building code requirements.
7. The lightning protection system (LPS) will be updated to comply with current FAA Orders and Standards, and with building code requirements.
8. New energy efficient lighting will be provided throughout the facility.
9. The FAA verbally indicated the Electronics Equipment Room will have its equipment racks rearranged by the FAA during the overall modernization task. The rearrangement will be designed by the FAA and the work will be done by the FAA at the same time as the rest of the project. The FAA shall provide the new equipment lack layout for Jacobs to lay out cable trays and electronics grounding in support of the new arrangement. This information will be provided to Jacobs at the conclusion of the 10% Review Meeting at the latest. The installation of the new cable trays will be a contractor performed task identified on the design documents. The wiring infrastructure work (demolition/relocation/new installation) will be indicated on the design documents as an FAA task.
10. New emergency egress lighting will be provided where required in the facility.

11. Additional electrical outlets will be provided in areas indicated in the programming session.
12. Existing site and building mounted lighting systems are assumed to compliant with existing building standards and codes and anticipated to remain intact.
13. Scope of work part 3.4 Electrical Design paragraph B, references power of critical load to be backed-up by individual UPS systems. It is anticipated that the "UPS" system will be integrated into FAA Electronic Equipment racks. Design for a central UPS system is excluded.
14. Scope of work part 3.0, Execution paragraph 3.1(D.4)(J) states to provide lock out-tag out (LOTO) procedures for the entire facility. LOTO written procedures shall be provided and priced as part of the construction administration and commissioning portion of this project, which is not part of this proposal. Development of LOTO written procedures is excluded from the design phase of this project.

Fire Protection and Fire Alarm:

1. The fire protection and alarm scope of work will include modification of the existing systems serving the areas within the scope of work to accommodate architectural, mechanical and electrical system modifications. Most components of the systems will be replaced.
2. Fire alarm system modifications will include demolition and replacement of all fire alarm devices within the area of work. Existing fire alarm circuits serving occupied areas of the building shall remain in service throughout construction. New devices shall be installed and connected to the existing fire alarm. The fire alarm system shall comply with NFPA 72. Existing fire alarm equipment will be salvaged and reinstalled where possible. The fire alarm system wiring will conform with FAA Class A requirements.
3. Fire suppression systems will be modified to accommodate architectural changes to the floor plans. All sprinkler piping branchlines and feed mains will be demolished back to the floor control assembly at the riser located in the egress stairs. New branchlines and feed mains will be installed on each floor level. The existing pre-action system located in the Second Floor Equipment Room and Cab will be replaced with wet pipe sprinklers. The existing pre-action valve and control panel located in the First Floor Janitor's Closet shall be demolished and the supply pipe capped.
4. Jacobs assumes existing as-built drawings for the fire suppression systems are available for use. As-built drawings must include pipe sizes, sprinkler locations and hydraulic flow data information. These documents and the existing installation will be evaluated to determine the system complies with current NFPA 13, Standard for the Installation of Sprinkler Systems requirements. It is noted that the existing as-built drawings were found to be inaccurate during the field survey.
5. Jacobs assumes existing as-built drawings for the fire alarm system are available for use. As-built drawings must include fire alarm device locations, device addresses, circuit routing and circuit capacity calculations. It is noted that the existing as-built drawings were found to be inaccurate during the field survey.
6. Jacobs will provide a comprehensive building and life safety code analysis to demonstrate compliance with the Massachusetts State Building Code, 780 CMR 8th edition and NFPA 101, Life Safety Code. The current Massachusetts State Building Code is based on the 2009 edition of the International Building Code (IBC). These documents will serve as the base reference documents for preparation of the construction documents to the Nantucket Building Department for permit review requirements. Additionally, compliance with FAA Terminal Facilities Standard Designs A/E Project Manual (December 2012), ADA/ABA, FAA Order 4660, FAA/OSHA 29 CFR1910, and FAA/OSHA 29CFR 1960.20 requirements will be demonstrated.

7. Page 01110-13 3.3.A – The single stair configuration for the ATCT Third Floor and Fourth Floor (Tower Cab) shall be maintained as prescribed in the statement of work.
8. Jacobs will evaluate the existing stairwell pressurization system for the ATCT, and will include appropriate corrective actions of noted deficiencies in the design documentation.
9. Jacobs will evaluate fire separations between all spaces including Second Floor attic and Third Floor. The FAA is requesting the removal of all combustible materials in the interior of the building construction. To the extent possible Jacobs will identify on the design documents combustible building materials within the limits of the modernization project to be removed.

The above represents Jacobs technical scope of services for this project. Should the assumptions in this Section 3.1, including all disciplines from Architecture through Fire Protection and Fire Alarm regarding anticipated discipline scope and effort prove incorrect, or the scope is changed by the Airport, Jacobs will provided a Change Proposal for additional services, to incorporate such changes.

Sub-Consultants:

1. $34,440 is included for Hazmat sub-consultant to perform material sampling and provide hazmat abatement drawings and specifications for the project. Jacobs consultant Nover-Armstrong Associates subcontract proposal to Jacobs for this work is included within this proposal. Their fee is included with a 2% markup for handling.
2. $744,925~~275~~ is included for Historic Preservation sub-consultant to advise on matters related to the exterior appearance of the project. Jacobs consultant Fennick-McCredie Architects subcontract proposal to Jacobs for this work is included within this proposal. This proposal assumes that one~~two~~ submission~~s~~ to HDC will be required to gain approval/permit from this entity ~~for the exterior stair alteration, due to the anticipated complexity of this feature~~. One~~Two~~ trip~~s~~ for Jacobs to meet with and present the submissions to HDC is~~are~~ included for this purpose. ~~Should the exterior stair aspect of the project be deemed unnecessary before the initial HDC submittal is being prepared (i.e. by the conclusion of the 10% phase) then the fee for the Historic Preservation sub-consultant can be reduced to $7,925. Their fee is included with a 2% markup for handling.~~

3.2 Design Execution & Coordination

Upon completion of the Kick-off Meeting and Data Collection phase under Article A, Jacobs will execute the design phase as follows:

- 10% Schematic Design Submittal (Project Planning Document – PPD); Airport and FAA review, review meeting and additional site survey.
- 35% Interim Exterior Elevations Submittal to be used as HDC Approval Submittal.
- 70% Design Development Submittal (with initial Interiors Submission); Airport and FAA review, review meeting and additional site survey.
- 100% Construction Documents Submittal (permit submittal to the Town of Nantucket), Airport and FAA review and review meeting.
- Final Design Submittal
- Addendum – It is assumed that the AHJ's 100% review comments will likely be provided after the Final Design Submittal has been provided. There may be some drawing and specification changes resulting from the AHJ review after the Final Design Submittal.

This proposal accounts for this possibility and the issuance of an Addendum to address this.

3.2.1 10% - Concept Design Phase and PPD

Upon conclusion of the kick-of meeting and programming charrette, Jacobs will proceed to prepare the Project Program Document (PPD), as prescribed in the SOW. Description of the Deliverables of this design phase is described in the Deliverables section 4.0

The goal of this Concept Design phase are as follows:

- Evaluate and document life safety code aspects of the project with particular attention devoted to determining building type and egress requirements.
- Develop and depict the agreed program and space programming discussed at the programming charrete
- Depict preliminary location of the proposed *exterior stair*, and provide conceptual treatment and mitigation of historic architecture considerations in its proposed location.
- Finalize location of the proposed lift between ground and second floors.
- Report on preliminary hazmat testing results.

The deliverable of this phase will be provided in a consolidated Project Planning Document (PPD). Included within the PPD will be the following items:

- Concept level drawings (floor plans and elevations)
- Basis of design provided by discipline that identifies major system components.
- Life Safety code analysis.
- Outline specifications.
- Updated Observations and Recommendations matrix from the 2011 Condition Assessment report
- An updated concept level *programming* rough order of magnitude (ROM) construction cost estimate (this will be provided separate from the PPD two weeks after the PPD submission).

The Concept Design package will be submitted to the project stakeholders for review and comment. The intent of this phase is to establish project scope, schedule and cost by the end of the 10% review meeting. This phase will focus on developing the SOW far enough to be able to develop a rough order of magnitude (ROM) cost estimate for all items identified in the SOW for comparison to the project construction budget.

After the 10% submission the Airport and the FAA will provide written review comments. Jacobs will provide a formal response to each comment and attend a 10% Review Meeting in Nantucket to discuss comments and responses. The Jacobs' design team will also perform additional site survey before or after the 10% Review Meeting, as required.

The approved 10% deliverable along with the disposition of the review comments will indicate project stakeholder's acceptance of the project scope and approval of the design direction to proceed to the 70% Design Phase effort.

3.2.2 70% Design Phase

This phase of the project will generate design drawings and specifications for the agreed scope, sufficiently detailed to include the following:

- Design of the proposed re-programmed Second and Third Floor spaces, and of the new First to Second Floor Stair and platform lift.
- Initial Interior Design Submittal.
- Design of the Cab, including new façade, with the new console layout provided.
- Design of upgrades for all levels of the ATCT and Cab, including fire life safety items, finishes, building equipment.
- Hazmat / demolition design documents and preliminary hazmat abatement plan.
- Structural design for roof cuts, mechanical platforms and other miscellaneous areas impacted by other disciplines.
- Delineation of historic preservation issues and proposed mitigation.
- HVAC and plumbing, fire protection and alarm design and equipment selection.
- Building power service and distribution design and proposed equipment selection
- Upgraded building electronics grounding system and lightning protection system.
- Prepare a 70% - level design construction cost estimate for the renovation project

The 70% submission will be made to the project stakeholders for review and comment. The DDH will include the review comments submitted to Jacobs on the 10% Concept Design, with responses and disposition of each comment.

After the 70% submission the Airport and the FAA will provide written review comments. Jacobs will provide a formal response to each comment and attend a 70% Review Meeting in Nantucket to discuss comments and responses. The Jacobs' design team will also perform additional site survey before or after the 70% Review Meeting, as required.

The approved 70% deliverable along with the disposition of the review comments will indicate project stakeholder's acceptance of the project scope and approval of the design direction to proceed to the 100% Design Phase effort.

3.2.3 100% Pre-Final Design Phase

This phase will focus on developing full design documents including design drawings, specifications, design data handbook and cost estimate. All major systems and details will be addressed and coordinated in this submittal and an estimate of the probable construction cost will be provided. If permitting is required this submission will be signed and sealed and Jacobs will submit permit application to the building department of the Authority Having Jurisdiction (AHJ). For the purposes of this proposal it is assumed that local building authority permit review will not be required, thus no submission for AHJ review is included.

As a pre-final submission, the goals of this submission are:

- Capture the design changes resulting from the 70% design review comments from the stakeholders.
- Finalize all design features, system and component selection.
- Prepare electrical power distribution short circuit coordination study.
- Finalize hazmat abatement plan.
- Prepare and submit building and AHJ permit submission packages.
- Update the probable construction cost estimate.
- Provide stakeholders a last review of the pre-Final product, to cross reference agreed changes from the 70% submission.

- Opportunity to vet and incorporate permit review comments, if any, into the Final submission.

The deliverable of this phase is 100%-level design documents, and described in section 4.0

The 100% design package will be submitted to the stakeholders for *final* review and comment. The DDH will include the review comments submitted to Jacobs on the 70% design submission, updated with responses and disposition of each comment. The 100% level construction cost estimate will be submitted thereafter, based on this level of design, as the final estimate for this project.

The approved 100% deliverable along with the disposition of the review comments will indicate Airport and FAA's acceptance of the project scope and approval of the design direction to proceed to the Final Design Phase effort.

3.2.4 Final Design

Jacobs will update and finalize the design drawings, specifications and construction cost estimate based on the resolution of all Airport and FAA review comments. The final design documents will be signed and sealed by Massachusetts licensed professionals. Subsequent to the final design submittal, Jacobs will prepare electronic copies of the submittal, for distribution on CD ROM.

The final submission will accomplish the following:

- Capture the design changes resulting from the 100% design review comments and disposition.
- Issue Final design documents, including signed and sealed drawings, specifications, DDH and HAZMAT Abatement Plan.
- Use the Final design to be issued for construction bid offering (IFB)

The Airport has asked Jacobs to conduct the procurement activities in soliciting contractor bids, ad selection. These services are provided under Article C of this contract.

3.2.5 Addendum to Address Building Permit Review Comments

Jacobs will update and finalize the design drawings and specifications as needed to resolve and resolve all building permit review comments. The addendum documents will be signed and sealed by Massachusetts licensed professionals.

3.3 Estimating

Construction cost estimates will be produced at the following levels of design evolution.

During the 10% Design Phase a ROM cost estimate will be prepared. This estimate will be submitted within two weeks after the 10% Concept Design Submission. This will enable the Airport/FAA to finalize the modernization SOW that will meet the overall construction budget available for the project.

The completion of the 70% Design Phase will initiate a top-to-bottom estimate of probable construction cost. Jacobs will submit this detailed estimate based on the 70% design documents, and will submit same two (2) weeks after the 70% Design Submission.

Based on the 100% Design, Jacobs will prepare a detailed construction cost estimate to be provided by Jacobs. This estimate will be a full programming and budgeting estimate of the project prepared and submitted two (2) weeks after the 100% Design Submittal. It will consist of unit pricing applied to quantity take-offs for all components and systems. A risk analysis will be performed to determine the range of uncertainty and to establish recommended contingencies to cover design development and construction risk. A basis of estimate and assumptions will be included in the submittal.

The Final construction estimate will be prepared upon the issuance of the Final Construction Documents as a "trended" construction cost estimate from the 100% construction estimate. This estimate will be detailed in nature and similar in composition to the 100% Design Estimate.

3.4 Applicable Codes and Standards

- International Building Code (IBC), 2009 Edition (note that Massachusetts has not adopted the 2012 IBC)
- International Existing Building Code (IEBC).
- ASCE7-10 Minimum Design Loads for Buildings and other Structures
- ASCE41-06 Seismic Rehabilitation of Existing Buildings
- International Mechanical Code (IMC), 2012 Edition
- International Plumbing Code (IPC), 2012 Edition
- Massachusetts State Building Code 780 CMR 8th edition
- Americans with Disabilities Act & Architectural Barriers Act Accessibility Guidelines (ADA & ABA) 2004.
- NFPA 101, *Life Safety Code* (LSC)- 2012 Edition
- NFPA 10, Portable Fire Extinguishers, 2010 Edition.
- NFPA 80, Fire Doors and Other Opening Protectives – 2010 Edition.
- NFPA 70, *National Electrical Code,* 2014 Edition (NEC)
- NFPA 780, Standard for Installation of Lightning Protection Systems, 2011 Edition.
- ASME A17.1, Safety Code for Elevators and Escalators, 2007 Edition
- FAA Order 1600.69B, "Facility Security Management Program."
- ATO Terminal Facilities Standards Designs, A/E Project Manual.
- FAA Order 6950.19A, "Practices and Procedures for Lightning Protection, Grounding, Bonding, and Shielding Implementation."
- FAA Order 6950.27, "Short Circuit Analysis and Protective Device Coordination Study."
- FAA Standard 019e, Lightning Protection, Grounding, Bonding, and Shielding Requirements for Facilities."
- FAA Standard 020b, Transient Protection, Grounding, Bonding, and Shielding Requirements for Electronic Equipment
- FAA Order 6480.7E, Airport Traffic Control Tower and Terminal Radar Approach Control Facility Design Guidelines.
- FAA Specification 1217f Electrical Work, Interior.
- FAA-C-1391b, Installation and Splicing of Underground Cables, January 25, 1991 (where applicable).
- CFR, Title 10, Vol. 3, Part 434-Energy Code for New Federal Commercial and Multi-Family High Rise Residential Buildings.

- FAA ATO Order JO 3900.63, ATO Fall Protection Program
- Executive Order 12941, 1994 and Executive Order 12699, 1990. (Compliance with applicable codes, FEMA, NIST, USGS, etc.).
- FAA Order 4630.3 Acquisition and Distribution of Devices for the FAA Standard Key Lock System.
- FAA-STD-002g – Department of Transportation Federal Aviation Administration Standard Engineering Drawing Preparation and Support, August 29, 2008.
- FAA Order 6000.35 – Use of Brand Names or Equals in FAA Construction Specifications.

Where there is a conflict between two or more codes, the most stringent requirement will be used.

4.0 Deliverables

Hard copies and electronic copies (provided via a FTP site) of each submittal will be delivered to the Airport and FAA as indicated in the FAA's SOW. The electronic copy will contain all of the deliverables for a given phase. The drawings, specifications and DDH information on interim (non-final) electronic deliverables will be in "pdf" format. For the final submittal a CD containing both pdf and native files for the drawings and specifications will be provided. The DDH files for the final CD will be in pdf format only. Distribution of the cost estimates associated with each deliverable will be done electronically (pdf file). A hard copy and CD copy of the final cost estimate will be provided to both the Airport and FAA. Color-boards and similar material samples associated with the Interior Design Submissions (70% and final) will be provided to the Airport only.

The deliverables for each submittal included in the scope of services will consist of the following:

10% Concept Design - PPD Submission

- Schematic design drawings indicating the scope intent for the facility. Drawings will include proposed space layouts that arise from the planning discussions held at the kick-off meeting. Exterior elevations will be developed to the extent necessary to allow FAA and Airport review prior to proceeding to HDC review.
- Outline specifications.
- Design narrative – provided by discipline that provides a general overview of the design intent for the given discipline. A programming matrix will be provided that identifies the area required for the various spaces in the SOW verses the area provided based upon the preliminary floor plan.
- Rough Order of Magnitude (ROM) construction cost estimate for the agreed scope of work (submitted two weeks after the design package). The ROM cost estimate is meant to identify an early probable construction costs to allow comparison to constructing funding available. Aligning the SOW with the available funding at 10% allows for identification of scope reduction, if necessary, early in the design process to eliminate rework at a later stage.

70% - Design Submission

- Design drawings indicating the scope intent for the facility.
- Full specifications.

- Interior design initial submittal with color-boards and samples – it is assumed that the color-boards and samples will be shipped directly to the FAA entities at the ATCT.
- Design Data Handbook (DDH), including preliminary product data sheets, as appropriate, specifications, engineering calculations (including electrical short circuit and breaker coordination calculations) and design narrative. The final disposition of scope items (to include or to not include) contained in the 10% Design Program will be provided in the DDH. Included in the DDH will be final resolution of the comments provided at the 10% Review Meeting.
- Construction cost estimate for the agreed scope of work (submitted two weeks after the design package).

100% Construction Documents Submission

- Final drawings indicating the scope intent for the facility.
- Full specifications.
- Design Data Handbook (DDH). Changes to the 70% DDH will be clearly delineated. Included in the DDH will be final resolution of the comments provided at the 70% Review Meeting.
- Updated construction cost estimate for the agreed scope of work (submitted two weeks after the design package).

Final Construction Documents Submission

- Signed and sealed design drawings (Massachusetts seals for all disciplines).
- Signed and sealed specifications.
- Final Design Data Handbook (DDH). Changes to the 100% DDH will be clearly delineated. Included in the DDH will be final resolution of the comments provided at the 100% Review Meeting.
- Interior design submittal final color-boards and samples.
- Final construction cost estimate for the agreed scope of work (submitted two weeks after the design package).

The 35% submission to the HDC was not included in the written or subsequent scope discussions with the FAA and Airport, but is included in this Scope of Services (SOS) to facilitate communication and deliberation with this approving authority. Courtesy copy of these presentations will be provided to the FAA and the Airport.

Addendum Related to Permit Review Submission

- Signed and sealed design drawings (Massachusetts seals for all disciplines) for any drawings that require changes due to the permit review. Note – only drawings that require changes will be provided in the Addendum. Changes to the final drawings will be clearly identified.
- Signed and sealed specifications for any specification section that require changes due to the permit review. Note – only specifications that require changes will be issued. Affected specification sections will be provided in their entirety for the Addendum.

5.0 Schedule

The proposed design and deliverable schedule is as follows (all submission dates provided below are the shipping date – estimates will be e-mailed):

Article A
Kick-off Meeting site survey and Design Charrette: June 10-12

Article B
10% Phase
- 10% Design Phase Production: June 13 - July 11
- 10% Design Submission: July 11
- 10% Cost Estimate Submission: July 25
- 10% Review Meeting: July 30-31

70% Phase
- 70% Design Phase Production: August 1 - September 26
- HDC Presentation: TBD with commission, but before end of August
- 70% Design Submission: September 26
- 70% Cost Estimate Submission: October 10
- 70% Review Meeting: October 15-16

100% Phase
- 100% Design Phase Production: September 29-November 7 (note 100% design phase start overlaps with 70% design phase review)
- 100% Design Submission (permit set submission): November 7
- 100% Cost Estimate Submission: November 21
- 100% Review Meeting: November 24-25 (note – to avoid meeting to close to Thanksgiving FAA and Airport review requested to be 8 days in lieu of usual 10 days)

Final Phase
- Final Design Phase Production: November 26 - December 19
- Final Design Submission: December 19
- Final Cost Estimate Submission: December 24

Article C
Post and Advertise: December 29 – January 9
Bid Preparation: January 12 – February 6
Bid Analysis: February 9 – February 20
Bid Award: February 20

6.0 Qualifications, Assumptions and Exclusions

The proposal includes our estimate of effort to provide the outlined services and the project deliverables in accordance with the Statement of Work (SOW) dated November 2013, the outlined changes described above and based on the following qualifications, clarifications and assumptions:

Schedule

1. The proposed schedule is based on a Notice-To-Proceed (NTP) no later than June 2, 2014 in order to maintain the proposed schedule. A later NTP will result in a change to the schedule.
2. The Nantucket Airport and the FAA will commit to all site visits and review meetings in accordance with the proposed schedule. Once approved, should the either the Airport or the FAA change the schedule, it may result in a Change Proposal for schedule and cost impact as required.
3. The schedule is based on completing the 100% design prior to submitting the documents for applicable Building Permit review. The actual time span that will be

required to obtain all building permits is unknown, but assumed to be no more than 60 days (8 weeks). The schedule for the Final Design submission is based on making the applicable changes to the 100% documents to address FAA and Airport review comments and not AHJ comments. AHJ review comments that require design changes are assumed to be implemented as an addendum to the Final Submittal.

Drawings and Specifications

4. We assume the CADD drawings (DGN or DWG) will be provided from the 2009 Terminal Addition Drawings to use as a basis for the drawings.
5. Design documentation drawings will be on 22" by 34", size ANSI-D media. All drawings will be generated using Microstation drawing platform, V8.
6. The specifications for all deliverables on this project will be in MasterSpec format.
7. The FAA will provide current Hazmat information (including ACM, lead-based paint and PCBs) at the start of the project.
8. This project will depict the necessary information on the new backgrounds to describe the new work proposed by Jacobs design, or where directly modified by the modernization design. Jacobs will not create record drawings of the Terminal Building or non-affected existing systems.
9. The FAA and the Airport will provide edited Division 1 Specifications to Jacobs for inclusion in the project specifications.
10. The following is a list of drawings developed for the project. This list has been used as a basis for determining printing costs associated with the various deliverables for the project. The list is not final and is subject to change pending further development of the project.

Assumed Drawing List

1) G001 Cover Sheet
2) G002 Index of Drawings, Location Map & General Notes
3) G003 General Abbreviations
4) G004 General/Architectural - Legends
5) G005 Electrical - Abbreviations and Legend
6) G006 Construction Staging Plan
7) A001 Life Safety Plans
8) A101 Hazmat Abatement: First Floor and Second Floor Plans
9) A102 Hazmat Abatement: Third Floor and Cab/Catwalk Plans
10) A111 Demolition: First Floor and Second Floor Plans
11) A112 Demolition: Third Floor, Cab/Catwalk Plans and Cab Roof Plan
12) A201 First and Second Floor Plans
13) A202 Third Floor, Cab/Catwalk and Cab Roof Plans,
14) A301 North and East Elevations
15) A302 South and West Elevations
16) A303 Building Section
17) A401 Exterior Wall Sections and Exterior Details
18) A402 Exterior Cab Roof and Ladder Details
19) A403 Exterior Stair Plans and Elevation Details
20) A404 Exterior Stair Details
21) A501 Reflected Ceiling Plans: First and Second Floors
22) A502 Reflected Ceiling Plans: Third and Cab Floors
23) A701 Enlarged Toilet Room Plans, Elevations and Details
24) A702 Interior Details
25) A801 Room, Door, Window and Material Schedules and Details
26) A802 Partition Schedule

27) A803 Signage Details and Schedules
28) S001 Structural General Notes
29) S201 Second Floor Plan, Third Floor, Cab Floor and Cab Roof Plans
30) S401 Structural Sections and Details
31) S402 Structural Sections and Details
32) M001 Mechanical Legend, Abbreviations, Symbols
33) M002 HVAC Schedules
34) M101 HVAC Second Floor Plan- Demo
35) M102 HVAC Third Floor, Cab Floor and Cab Roof Plans - Demo
36) M301 HVAC Second Floor New - Plan
37) M302 HVAC Third Floor, Cab Floor and Cab Roof Plans - New
38) M501 HVAC Sections
39) M601 HVAC Details
40) M602 HVAC Details
41) P001 Plumbing Legend, Abbreviations
42) P002 Plumbing Schedules
43) P101 Plumbing First Floor and Second Floor Plans - Demo
44) P102 Plumbing Third Floor, Cab Floor and Cab Roof Plans - Demo
45) P201 Plumbing Risers
46) P301 Plumbing First Floor New - Plan with Phasing
47) P302 Plumbing Second Floor New - Plan
48) P303 Plumbing Third Floor New- Plan
49) P304 Plumbing Cab New- Plan
50) P601 Plumbing Details
51) FP201 First - Third Floor Plans
52) FP202 Cab Floor and Cab Roof Plans
53) FP001 General Sheet
54) FP301 Details
55) LS201 First - Third Floor Plans
56) LS202 Cab Floor and Cab Roof Plans
57) FA001 General Sheet
58) FA201 First-Third Floor Plans
59) FA202 Cab Floor and Cab Roof Plans
60) FA301 Details
61) E000 Electrical - General Sheets
62) E100 Electrical - Demolition Sheets
63) EL201 First Floor Plan - Lighting
64) EL202 Second Floor Plan - Lighting
65) EL203 Third Floor Plan and Cab Floor Plan - Lighting
66) EP201 First Floor Plan - Power
67) EP202 Second Floor Plan - Power
68) EP203 Third Floor Plan and Cab Floor Plan - Power
69) EG300 Lightning Protection Grounding and Bonding sheets
70) ET300 Electrical Systems - Series Drawings
71) E500 Electrical Details - Series Drawings
72) E600 Electrical Systems - OneLine Diagrams
73) E701 Lighting Fixture Schedule
74) E702 Equipment Power Connection Schedules
75) E703 Electrical Panelboard Schedules
76) E704 Electrical Panelboard Schedules

Temporary Facilities

11. It is assumed that the FAA will deploy the appropriate Mobile Airport Traffic Control Tower (MATCT) to the site, and will provide all temporary hookups and connectivity outside this design scope. No effort is provided herein for additional coordination on availability, design for or retrofit, or connectivity of a MATCT.
12. The design of the temporary facilities in support of the MATCT (office spaces) is being performed by the FAA and is outside this design scope.
13. Since the ATCT will be unoccupied during construction and since the electronics equipment that remains in the facility during construction will not need to be accessed there will not be a need to design and detail any temporary dust proof/hazmat confining partitions except for protection of electronics equipment in the Second Floor Equipment Room that remains in place during construction.

Proposal Design Exclusions

14. This proposal is for design and construction procurement professional services only for this project. There are no construction services required, nor offered in this proposal.
15. Section 3.1.C of the SOW indicates that the construction budget for the project is $3.0M. Our view of construction costs to implement all of the design elements delineated in the SOW and follow-on discussions with the FAA and the Airport will likely exceed this figure. This is based upon our experience with FAA ATCT projects with similar scope, and also considering an "island premium" of 10% to 25% above a similar project on the mainland. Therefore, this proposal includes incorporating design changes to change the scope of the project based on available construction budget if such direction is given at the conclusion of the 70% review meeting. This proposal excludes major re-design or changes made after the conclusion of the 70% review, or after receipt of construction bids.
16. The proposal includes one cycle of construction bid advertisement and bid solicitation and bid clarification Addendum during this cycle. The proposal does not include additional bid solicitation or re-bid cycles.
17. Travel to and presentations to the Nantucket HDC, beyond the two (2) presentations included above are not included and, if required, will be additional services outside this contract proposal.
18. This proposal does not include new geotechnical investigation for the support of the requested exterior stair from the 2nd floor to grade. If the exterior stair remains a requirement for this project, the cost of a geotechnical investigation will be submitted as a change to this proposal.
19. Security design is excluded except for security features associated with potential new doors at the facility (exterior door to the new exterior egress stair and new door at the First Floor Vestibule).
20. With the exception of the Cab consoles; furniture, furniture finishes and office equipment design or any specialized furnishing is not included in this SOW.
21. Replacement of the Cab consoles will be standard off-the–shelf consoles. Cab consoles will be included in the project documentation based on FAA selection and design. Therefore, Cab console design consultant is not deemed necessary.
22. The SOW has indicated that the design shall address the Appendix 1 Observations and Recommendations from the 2011 Jacobs Condition Assessment Report. The requirements of the recommendations in that appendix have been included or modified in the November 2013 written SOW and subsequent discussions with the Airport and the FAA. An annotated Appendix 1 - Observations and Recommendations from that Condition Assessment report is attached, indicating whether the recommendation will be included in the modernization design scope. This delineation has been added in a new column in that appendix, titled "Include in the Design".

Other

23. Travel costs are based on originating from Jacobs Arlington, VA office, except as noted in the attached Travel ODCs worksheet.
24. The electronic submittal will contain all deliverable information in pdf format only, except the final CD deliverable will be fully formatted (e.g. contains merged CADD drawings and have native Word Files for the specifications.
25. Review comments received after conclusion of the review period which result in design and/or construction change in scope will require a approved change proposal(s) to proceed with such changes.
26. Design addenda are included to respond to building permit review comments and bid clarification during the construction bid and procurement stage of the project.

ARTICLE C – ADVERTISING AND CONSTRUCTION PROCUREMENT

1. Prepare twenty-five (25) sets of plans and specifications for bidding. Extra sets shall be produced at additional costs.

2. Prepare an "Invitation to Bid", all forms for advertisement, bid proposals, contract bonds, labor and DBE requirements and other contract documents needed to solicit public bids for the construction of the project. The Owner shall be responsible for the cost of all public advertisements required including all newspapers in which the advertisement is placed. The Invitation to Bidders will be advertised in the Central Register, and the local newspaper of record. Advertising will be coordinated with the Airport Administration, as applicable.

3. Prepare for and attend the Pre-Bid Conference (one (1) day) and Bid Opening (one (1) day).

4. Issue bid clarification Addenda and Directives to Bidders. One (1) addendum is assumed.

5. Review the bids received, prepare the final bid tabulation, and make recommendations/rejections of award of the Contract to the Owner.

6. Issue "Notice to Award" on behalf of the Airport to the appropriate contractor.

7. Maintain a plan holder's list during the bidding phase which will be updated accordingly.

8. Coordinate and administer bid deposits and return of deposits.

Services for Article C will be provided under a lump sum basis.

ARTICLE D - GENERAL ADMINISTRATION

1. Article D work is not included for this proposal.

ARTICLE E – CONSTRUCTION SERVICES

1. Article E work is not included for this proposal.

ATTACHMEMENTS

1. Fee proposal, including
   - Summary and Detail – Articles A, B & C
   - Anticipated Travel and Expense ODC Detail - Articles A, B & C

2. Subcontract Proposals – Environmental/Hazmat and Historic Architecture consultants

3. Annotated Appendix 1 - Observations & Recommendations, from Jacobs 2011 Condition Assessment report, with added new column "Include in the Design".

4. FAA Concurrence With Rev B Project Scope Changes

FEE PROPOSAL

- Summary and Detail – Articles A, B & C
- Anticipated Travel and Expense ODC Detail - Articles A, B & C

Modernization Design for
The Existing Airport Traffic Control Tower (ATCT) - *Revision B, June 19, 2014*

FEE SUMMARY

	Hours		Fee
Lump Sum			
Article A: Data Collection	290	$	73,124
Article B: Design, Specifications and Meetings	2,982	$	509,803
Article C: Advertising and Bidding	170	$	35,036
Total Lump Sum Fee	**3,442**	**$**	**617,963**

	Hours		Fee
T & M			
Article E:Construction Administration	0	$	-
Article F:Resident Engineering	0	$	-
Total Cost Plus Fee	**0**	**$**	**-**

TOTAL PROJECT FEE	**3,442**	**$**	**617,963**

Modernization Design for
The Existing Airport Traffic Control Tower (ATCT) - Revision B, June 19, 2014

Article A: Data Collection

	WORK ITEM	Project Exec	Project Manager	Sr. Civil Engineer	Sr. Architect	Architect	Sr. Struc Engineer	Struc Engineer	Sr. Mech Engineer	Mech Engineer	Sr. Electr Engineer	Electrical Engineer	Sr. FP Engineer	Cost Estimator	Admin	TOTAL
1	Preplanning & Kick-off Prep, work on program and layout before kickoff meeting	12	8		4	8	0	0	0	2	2	0	2	0	8	46
2	Preplanning Prep - Work on potential elevation issues for HDC meeting set for kick-off meeting (include preliminary exterior stair)	0	2		8	8	0	0	0	0	0	0	0	0	0	18
3	Kick-off Meeting, Pre-design Programming Charrette, Site Survey and Data Collection	0	32	12	32	32	0	0	0	32	32	0	32	0	2	206
4	Kick-off Meeting Trip Summary Report	0	8		2					2	2		2	0	2	18
	TOTAL HOURS	12	50	12	46	50	0	0	0	36	36	0	36	0	12	290
	RATE	$ 90	$ 80	$ 60	$ 70	$ 48	$ 80	$ 37	$ 80	$ 52	$ 70	$ 37	$ 72	$ 62	$ 37	-----
	PAYROLL ESTIMATE	$ 1,080	$ 4,000	$ 720	$ 3,220	$ 2,400	$ -	$ -	$ -	$ 1,872	$ 2,520	$ -	$ 2,592	$ -	$ 444	$ 18,848

Task	Expenses - Travel:	$ 10,390
Task	Expenses - Other Direct Costs:	$ -
	Expenses Total - Jacobs	$ 10,390

Subs	Sub-Cconsultants	
	Hazmat Abatemnt - Norver Armstrong	$ 14,000
	Historic Preservation - FMA	$ 1,350
	SubTotal Sub-Consultants	$ 15,350

TOTAL PAYROLL		$ 18,848
Overhead	123.01%	$ 23,185
Subtotal		$ 42,033
Profit	12%	$ 5,044
Payroll Fee		$ 47,077
Expenses - Jacobs		$ 10,390
Sub-Consultants		$ 15,350
Mark-up on Subs	2%	$ 307
Lump Sum Fee Total		$ 73,124
TOTAL FEE		**$ 73,124**

Modernization Design for
The Existing Airport Traffic Control Tower (ATCT) - Revision B, June 19, 2014

Article B: Design, Specifications and Meetings

	WORK ITEM	Project Exec	Project Manager	Sr. Civil Engineer	Sr. Architect	Architect	Sr. Struc Engineer	Struc Engineer	Sr. Mech Engineer	Mech Engineer	Sr. Electr Engineer	Electrical Engineer	Sr. FP Engineer	Cost Estimator	Admin	TOTAL
10% Concept Design Submission																
1	Revise Scope and Submit 10% Concept Design, Code Analysis, & PPD	8	34		78	120	5		4	52	34	24	20	44	4	427
2	QA/QC for 10% Submission	2	8		8		1		4		4		4	4		35
3	Collect and Respond to 10% Review Comments		8		8					2	2		2	2		24
4	Attend 10% Concept Design Review Meeting	4	28		28		0	0		28	4		2			94
5	Issue 10% Review Meeting Minutes		4		2					2	2		2			12
70% Submission																
6	Prepare and Submit 70% Design Construction Documents for Design Review	4	36		96	184	44	44	44	180	72	92	88	54	4	942
7	Provide Sample Boards, Finishes & Color Schemes		2		4	24									4	34
8	Presentation #1 to HDC (Interim HDC 35% Pkg)	2	2		24	24									4	56
9	~~Presentation #2 to HDC Due to Exter Stair~~		0		0	0									0	0
10	~~Exterior Stair Design 70% Level~~		0	0	0	0	0	0			0	0	0	0		0
11	QA/QC for 70% submission	4	8		12		4		12		8		4	4		56
12	Collect and Respond to 70% Review Comments		8		8	4	1			4	4		4	2		35
13	Attend 70% Design Review Meeting	4	28		28	28	1			28	28		20			165
14	Issue 70% Review Meeting Minutes		6		2		1			2	2		2			15
100% Submission																
15	Prepare and Submit 100% Design Construction Documents	2	28	0	56	84	16	32	20	112	64	108	32	28	4	586
16	Re-submit to HDC Review Assuming *NO* Exterior Stair - Simple Alreration		4	0	20	24										48
17	~~Exterior Stair Design~~		0	0	0	0	0	0			0	0	0			0
18	QA/QC for 100% Submission	4	8		12		4		12		12		4	2		58
19	Collect and Respond to 100% Review Comments		8		8		1			4	4		2	2		29
20	Attend 100% Design Review Meeting	2	20		20		1			4	4		2			53
21	Issue 100% Review Meeting Minutes		4		2		1			2	2		2			13

Modernization Design for
The Existing Airport Traffic Control Tower (ATCT) - Revision B, June 19, 2014

Article B: Design, Specifications and Meetings

	WORK ITEM	Project Exec	Project Manager	Sr. Civil Engineer	Sr. Architect	Architect	Sr. Struc Engineer	Struc Engineer	Sr. Mech Engineer	Mech Engineer	Sr. Electr Engineer	Electrical Engineer	Sr. FP Engineer	Cost Estimator	Admin	TOTAL
Final Submission																
22	Update Construction Documents with 100% with 100% Review Comments.	4	16	0	20	44	6	8	6	24	24	20	16	12		200
23	Issue Final Signed & Sealed Design for Building Permit. Prepare to Issue for Bid (See Article C)		4	0	4	4	2		2		2		2		4	24
24	Issue Post-final Design Addendum to address Building Permit Comments	2	8	0	12	12	2	2	4	12	4	8	6		4	76
	TOTAL HOURS	42	272	0	452	552	90	86	108	456	276	252	214	154	28	2,982
	RATE	$ 90	$ 80	$ 60	$ 70	$ 48	$ 80	$ 37	$ 80	$ 52	$ 70	$ 37	$ 72	$ 62	$ 37	—
	PAYROLL ESTIMATE	$ 3,780	$ 21,760	$ -	$ 31,640	$ 26,496	$ 7,200	$ 3,182	$ 8,640	$ 23,712	$ 19,320	$ 9,324	$ 15,408	$ 9,548	$ 1,036	$ 181,046

Task	Expenses - Travel:		
10%	10% Review Meeting	$ 4,900	
35%	HDC Meeting #1	$ 1,279	
~~35%~~	~~HDC Meeting #2~~	$ -	
70%	70% Review Meeting	$ 7,398	
100%	100% Review Meeting	$ 2,274	
		$ 15,851	

	Expenses - Other Direct Costs (ODC):		
10%	Printing and Shipping	$ 405	
35%	Printing, Shipping and HDC Permits	$ 387	Includes $50 HDC permit fees
~~35%~~	~~Printing, Shipping and HDC 2nd submission~~	$ -	
70%	Printing and Shipping	$ 2,955	
100%	Printing, Shipping and Buildng Permits	$ 6,617	Includes $3,525 building permit fees
Final	Printing and Shipping	$ 3,132	
Addedun	Printing and Shipping	$ 700	
		$ 14,196	

	Expenses Total - Jacobs	$ 30,047	
Subs	**Sub-Cconsultants**		
	Hazmat Abatemnt - Norver Armstrong	$ 20,440	
	Historic Preservation - FMA	$ 6,575	Assuming No Exterior Stair
	Sub-Total Sub-Consultants	$ 27,015	

TOTAL PAYROLL	**$ 181,046**
Overhead 123.01%	$ 222,705
Subtotal	$ 403,751
Profit 12%	$ 48,450
Payroll Fee	$ 452,201
Expenses - Jacobs	$ 30,047
Sub-Consultants	$ 27,015
Mark-up on Subs 2%	$ 540
Lump Sum Fee Total	**$ 509,803**

TOTAL FEE	**$ 509,803**

Modernization Design for
The Existing Airport Traffic Control Tower (ATCT) - Revision B, June 19, 2014

Article C: Advertising and Bidding

	WORK/ITEM	Project Exec	Project Manager	Sr. Civil Engineer	Sr. Architect	Architect	Sr. Struc Engineer	Struc Engineer	Sr. Mech Engineer	Mech Engineer	Sr. Electr Engineer	Electrical Engineer	Sr. FP Engineer	Cost Estimator	Admin	TOTAL
1	Prepare plan sets		6												4	10
2	Prepare Invitation to Bid		6													6
3	Prepare and attend pre-bid conference and bid opening		28													28
4	Issue one (1) Post-IFB Addendum - Bid Clarification		12		4	8	2	4	2	6	4	6	4		4	56
5	Review bids and make recommnendation	4	12		4		2			4	4		4	12		46
6	Issue Notice to Award		4												2	6
7	Maintain plan holder's list		4												4	8
8	Coordinate and administer bid deposits and return of deposits		4												6	10
	TOTAL HOURS	4	76	0	8	8	4	4	2	10	8	6	8	12	20	170
	RATE	$ 90	$ 80	$ 60	$ 70	$ 48	$ 80	$ 37	$ 80	$ 52	$ 70	$ 37	$ 72	$ 62	$ 37	-----
	PAYROLL ESTIMATE	$ 360	$ 6,080	$ -	$ 560	$ 384	$ 320	$ 148	$ 160	$ 520	$ 560	$ 222	$ 576	$ 744	$ 740	$ 11,374

Task/ Phase **Expenses - Travel:**

Pre-bid Meeting and bid opening	$ 1,377

Task **Expenses - Other Direct Costs (ODC):**

Printing	
Plans - 25 sets @ $100/set	$ 4,000
Specifications - 25 sets @ $50/set)	$ 1,250
	$ -
	$ -
	$ 5,250
Total Expenses - Jacobs	**$ 6,627**

TOTAL PAYROLL		**$ 11,374**
Overhead	123.01%	$ 13,991
Subtotal		$ 25,365
Profit	12%	$ 3,044
Payroll Fee		$ 28,409
Expenses - Jacobs		$ 6,627
Sub-Consultants		$ -
Mark-up on Subs	2%	$ -
Lump Sum Fee Total		**$ 35,036**
TOTAL FEE		**$ 35,036**

Site: **ACK**

Meeting Participation Matrix

Discipline (Office)	Start-up Meeting (June 2014)	10% Review Meeting (July 2014)	35% HDC Meeting (Aug 2014)	70% Review Meeting (Oct 2014)	100% Review Meeting (Nov 2014)	Final Review Meeting	Pre-bid Conference & Bid Opening	Totals
PM/Structural Eng. (VA)	1	1		1	1		1	5
Project Executive								0
Architect (VA)	2	1	1	2	1			7
Mechanical Eng. (VA)	1	1		1				3
Fire Protection Eng. (CT)	1			1				2
Electrical Eng. (VA)	1			1				2
Civil Eng. (MA)	1						1	2
Total Participants	7	3	1	6	2	0	2	21
Hotel Nights	15	6	1	12	2	0	1	37
	See Note 1	See Note 2	See Note 1	See Note 4	See Note 5		See Note 6	

Note 1: (Civil Eng travel On Wednesday, all others on Tuesday evening - all travel home on Thursday, therefore 6 travelers are 2 nights lodging and 1 traveler has 1 night lodging)
Note 2: (limited team on island the night before the review meeting and depart at the end of the meeting (2nd day), therefore 3 travelers are 2 nights lodging)

Note 3: (architect on island the night before the review meeting and depart at the end of the meeting, therefore 1 travelers is 1 night lodging)
Note 4: (team leaves for island in the morning to start review meeting after lunch, assume review meeting goes 1 1/2 days and follow-on survey is 1/2 day, therefore 6 travelers are 2 nights lodging)
Note 5: (PM and architect team leave for island in the morning to start review meeting after lunch, assume review meeting goes 1 day (afternoon and following morning) with no follow-on survey, therefore 2 travelers are 1 night lodging)
Note 6: (PM on island the night before the pre-bid meeting and depart at the end of the meeting, therefore 1 travelers is 1 night lodging) (for bid opening Civil Eng goes down for the day)

Travel Costs:	Unit Cost	Notes
Lodging Per Diem	$267	Nantucket (beginning of June through end of September)
Lodging Per Diem	$138	Nantucket (all other months)
M&IE Rate	$61	Nantucket
Hotel Tax Rate	10 %	5.7% state and 4.0% island
Rental Cars (minivan)	$100	
Ferry Cost (high speed)	$69	round trip - Civil Eng from Boston and FP Eng from CT will use ferry
Airfare Cost (fully refundable)	$1,277	DCA-ACK via BOS or JFK (on Jet Blue and Cape Air)
Airfare Cost (1 month look ahead)	$260	Evaluated the fare for the Jet Blue to JFK to ACK route for the early June meeting
Airfare Cost for estimate (split the difference between full fare and 1 month advance purchase fare)	$769	
Miscellaneous per traveler (Taxi, Parking and Personal Car)	$125	

Start-up Meeting (2 1/2 days including survey time)

Travel Item	#	Unit Cost	Total
Airfare:	5	$769	$3,843
Ferry	2	$69	$138
Hotel:	15	$294	$4,406
M&IE:	18.5	$61	$1,129
Misc	7	$125	$875
Sub-Total Travel			**$10,390**

Article A Total

10% Review Meeting (2 days including survey time)

Travel Item	#	Unit Cost	Total
Airfare:	3	$769	$2,306
Ferry	0	$69	$0
Hotel:	6	$294	$1,762
M&IE:	7.5	$61	$458
Misc	3	$125	$375
Sub-Total Travel			**$4,900**

First HDC Review Meeting (1 day)

Travel Item	#	Unit Cost	Total
Airfare:	1	$769	$769
Ferry	0	$69	$0
Hotel:	1	$294	$294
M&IE:	1.5	$61	$92
Misc	1	$125	$125
Sub-Total Travel			**$1,279**

Second HDC Review Meeting (1 day) (since no exerior stair assume not required)

Travel Item	#	Unit Cost	Total
Airfare:	0	$769	$0
Ferry	0	$69	$0
Hotel:	0	$152	$0
M&IE:	0.0	$61	$0
Misc	0	$125	$0
Sub-Total Travel			**$0**

70% Review Meeting (2 days including survey time)

Travel Item	#	Unit Cost	Total
Airfare:	5	$769	$3,843
Ferry	1	$69	$69
Hotel:	12	$152	$1,822
M&IE:	15.0	$61	$915
Misc	6	$125	$750
Sub-Total Travel			**$7,398**

100% Review Meeting (1 day)

Travel Item	#	Unit Cost	Total
Airfare:	2	$769	$1,537
Ferry	0	$69	$0
Hotel:	2	$152	$304
M&IE:	3.0	$61	$183
Misc	2	$125	$250
Sub-Total Travel			**$2,274**

$15,851 **Article B Total**

Prebid Conference Meeting (1 day)

Travel Item	#	Unit Cost	Total
Airfare:	1	$769	$769
Ferry	1	$69	$69
Hotel:	1	$152	$152
M&IE:	2.3	$61	$137
Misc	2	$125	$250
Sub-Total Travel			**$1,377**

Article C Total

Travel Totals

Travel Item	#	Unit Cost	Total
Airfare:	17	N/A	$13,065
Ferry	4	N/A	$276
Hotel:	37	N/A	$8,738
M&IE:	47.75	N/A	$2,913
Misc	21	N/A	$2,625
Total Travel			**$27,617**

Expenses - Other Direct Costs

ACK ATCT Modernization Nantucket, MA **10% - PPD Phase**

Printing and Shipping Costs

		# Set	
Spec: Est # of Pages per set (outline)	10	8	5 to FAA, 1 to Airport, 2 internal
DDH: Est # of Pages per set (narrative)	60	5	2 to FAA, 1 to Airport, 2 internal
Cost Est: Est # of Pages per set	60	2	2 internal (FAA's and Airport's copy to be e-mailed - pdf)
Half Size Dwg: Est # of Pages per set	40	15	5 to FAA, 1 to Airport, 3 to AHJ, 1 to town engineer, 5 internal
Full Size Dwg: Est # of Pages per set	0	2	1 to FAA, 1 internal
Number CD ROMs:	0	0	None - files transferred via FTP site
Cost per 8 1/2 x 11 Sheet:	$0.12		(Spec, DDH, Cost Est - include binding and tabs)
Cost per 11 x 17 Sheet:	$0.20		(Half Size Drawings)
Cost per 22 x 34 Sheet:	$0.60		(Full Size Drawings)
CD ROM cost	$10.00		

ODC Item	Pages	Unit Cost	Total	
Specification	80	$0.12	$9.60	
Design Date Handbook (DDH)	300	$0.12	$36.00	
Cost Estimate Report	120	$0.12	$14.40	
Half Size Drawing (11x17)	600	$0.20	$120.00	
Full Size Drawing (22x34)	0	$0.60	$0.00	
CD ROM	0	$10.00	$0.00	
In house Progress Printing (Spec)	40	$0.12	$4.80	
In house Progress Printing (DDH)	120	$0.12	$14.40	
In house Progress Printing (Cost Est)	300	$0.12	$36.00	
In house Progress Printing (Half Size Dwg)	100	$0.20	$20.00	
In house Progress Printing (Full Size Dwg)	0	$0.60	$0.00	
	# to be shipped			
Cost/next day shipping (drawings , specs and DDH)	2	$75.00	$150.00	Ship to FAA and Airport
Cost/next day shipping (CD ROMs)	0	Lump Sum	$0.00	
Miscelleneous	0	$0.00	$0.00	
Total (ODCs)			$405.20	

Expenses - Other Direct Costs

ACK ATCT Modernization — Nantucket, MA — 35% - HDC Phase (First)

Printing and Shipping Costs

		# Set	
Spec: Est # of Pages per set (outline)	0	0	N/A
DDH: Est # of Pages per set (narrative)	10	6	2 to FAA, 1 to Airport, 1 to AHJ, 1 to town engineer, 2 internal
Cost Est: Est # of Pages per set	0	0	N/A
Half Size Dwg: Est # of Pages per set	10	8	1 to FAA, 1 to Airport, 3 to HDC, 3 internal
Full Size Dwg: Est # of Pages per set	10	6	1 to FAA, 1 to Airport, 3 to HDC, 1 internal
Number CD ROMs:	0	0	N/A
Cost per 8 1/2 x 11 Sheet:	$0.12		(Spec, DDH, Cost Est - include binding and tabs)
Cost per 11 x 17 Sheet:	$0.20		(Half Size Drawings)
Cost per 22 x 34 Sheet:	$0.60		(Full Size Drawings)
CD ROM cost	$10.00		

ODC Item	Pages	Unit Cost	Total	
Specification	0	$0.12	$0.00	
Design Date Handbook (DDH)	60	$0.12	$7.20	
Cost Estimate Report	0	$0.12	$0.00	
Half Size Drawing (11x17)	80	$0.20	$16.00	
Full Size Drawing (22x34)	60	$0.60	$36.00	
CD ROM	0	$10.00	$0.00	
In house Progress Printing (Spec)	0	$0.12	$0.00	
In house Progress Printing (DDH)	20	$0.12	$2.40	
In house Progress Printing (Cost Est)	0	$0.12	$0.00	
In house Progress Printing (Half Size Dwg)	100	$0.20	$20.00	
In house Progress Printing (Full Size Dwg)	50	$0.60	$30.00	
	# to be shipped			
Cost/next day shipping (drawings , specs and DDH)	3	$75.00	$225.00	Ship to FAA, Airport and HDC
Cost/next day shipping (CD ROMs)	0	Lump Sum	$0.00	
HDC Permit	1	$50.00	$50.00	
Total (ODCs)			**$388.60**	

Expenses - Other Direct Costs

ACK ATCT Modernization — Nantucket, MA — 70% Phase

Printing and Shipping Costs

		# Set	
Spec: Est # of Pages per set	800	11	5 to FAA, 1 to Airport, 2 to AHJ, 1 to town engineer, 2 internal
DDH: Est # of Pages per set	400	7	2 to FAA, 1 to Airport, 1 to AHJ, 1 to town engineer, 2 internal
Cost Est: Est # of Pages per set	100	2	2 internal (FAA's and Airport's copy to be e-mailed - pdf)
Half Size Dwg: Est # of Pages per set	76	15	5 to FAA, 1 to Airport, 3 to AHJ, 1 to town engineer, 5 internal
Full Size Dwg: Est # of Pages per set	76	2	1 to FAA, 1 internal
Number CD ROMs:	0	0	None - files transferred via FTP site
Cost per 8 1/2 x 11 Sheet:	$0.12		(Spec, DDH, Cost Est - include binding and tabs)
Cost per 11 x 17 Sheet:	$0.20		(Half Size Drawings)
Cost per 22 x 34 Sheet:	$0.60		(Full Size Drawings)
CD ROM cost	$10.00		

ODC Item	Pages	Unit Cost	Total	
Specification	8800	$0.12	$1,056.00	
Design Date Handbook (DDH)	2800	$0.12	$336.00	
Cost Estimate Report	200	$0.12	$24.00	
Half Size Drawing (11x17)	1140	$0.20	$228.00	
Full Size Drawing (22x34)	152	$0.60	$91.20	
CD ROM	0	$10.00	$0.00	
In house Progress Printing (Spec)	3200	$0.12	$384.00	
In house Progress Printing (DDH)	800	$0.12	$96.00	
In house Progress Printing (Cost Est)	500	$0.12	$60.00	
In house Progress Printing (Half Size Dwg)	760	$0.20	$152.00	
In house Progress Printing (Full Size Dwg)	380	$0.60	$228.00	
	# to be shipped			
Cost/next day shipping (drawings , specs and DDH)	4	$75.00	$300.00	Ship to FAA, Airport, AHJ and town engineer
Cost/next day shipping (CD ROMs)	0	Lump Sum	$0.00	
Miscelleneous	0	$0.00	$0.00	
Total (ODCs)			**$2,955.20**	

Expenses - Other Direct Costs

ACK ATCT Modernization — Nantucket, MA — 100% Phase

Printing and Shipping Costs

		# Set	
Spec: Est # of Pages per set	800	11	5 to FAA, 1 to Airport, 2 to AHJ, 1 to town engineer, 2 internal
DDH: Est # of Pages per set	400	7	2 to FAA, 1 to Airport, 1 to AHJ, 1 to town engineer, 2 internal
Cost Est: Est # of Pages per set	100	2	2 internal (FAA's and Airport's copy to be e-mailed - pdf)
Half Size Dwg: Est # of Pages per set	76	15	5 to FAA, 1 to Airport, 3 to AHJ, 1 to town engineer, 5 internal
Full Size Dwg: Est # of Pages per set	76	5	1 to FAA, 3 to AHJ, 1 internal
Number CD ROMs:	0	0	None - files transferred via FTP site
Cost per 8 1/2 x 11 Sheet:	$0.12		(Spec, DDH, Cost Est - include binding and tabs)
Cost per 11 x 17 Sheet:	$0.20		(Half Size Drawings)
Cost per 22 x 34 Sheet:	$0.60		(Full Size Drawings)
CD ROM cost	$10.00		

ODC Item	Pages	Unit Cost	Total	
Specification	8800	$0.12	$1,056.00	
Design Date Handbook (DDH)	2800	$0.12	$336.00	
Cost Estimate Report	200	$0.12	$24.00	
Half Size Drawing (11x17)	1140	$0.20	$228.00	
Full Size Drawing (22x34)	380	$0.60	$228.00	
CD ROM	0	$10.00	$0.00	
In house Progress Printing (Spec)	3200	$0.12	$384.00	
In house Progress Printing (DDH)	800	$0.12	$96.00	
In house Progress Printing (Cost Est)	500	$0.12	$60.00	
In house Progress Printing (Half Size Dwg)	760	$0.20	$152.00	
In house Progress Printing (Full Size Dwg)	380	$0.60	$228.00	
	# to be shipped			
Cost/next day shipping (drawings , specs and DDH)	4	$75.00	$300.00	Ship to FAA, Airport, AHJ and town engineer
Cost/next day shipping (CD ROMs)	0	Lump Sum	$0.00	
Permit Fee	1	$200.00	$200.00	
Total (ODCs)			**$3,292.00**	

Expenses - Other Direct Costs

ACK ATCT Modernization — Nantucket, MA — Final Phase

Printing and Shipping Costs

		# Set	
Spec: Est # of Pages per set	800	11	5 to FAA, 1 to Airport, 2 to AHJ, 1 to town engineer, 2 internal
DDH: Est # of Pages per set	400	7	2 to FAA, 1 to Airport, 1 to AHJ, 1 to town engineer, 2 internal
Cost Est: Est # of Pages per set	100	2	2 internal (FAA's and Airport's copy to be e-mailed - pdf)
Half Size Dwg: Est # of Pages per set	76	15	5 to FAA, 1 to Airport, 3 to AHJ, 1 to town engineer, 5 internal
Full Size Dwg: Est # of Pages per set	76	5	1 to FAA, 2 to AHJ, 2 internal
Number CD ROMs:	4	1	1 to FAA, 1 to Airport, 2 internal
Cost per 8 1/2 x 11 Sheet:	$0.12		(Spec, DDH, Cost Est - include binding and tabs)
Cost per 11 x 17 Sheet:	$0.20		(Half Size Drawings)
Cost per 22 x 34 Sheet:	$0.60		(Full Size Drawings)
CD ROM cost	$10.00		

ODC Item	Pages	Unit Cost	Total	
Specification	8800	$0.12	$1,056.00	
Design Date Handbook (DDH)	2800	$0.12	$336.00	
Cost Estimate Report	200	$0.12	$24.00	
Half Size Drawing (11x17)	1140	$0.20	$228.00	
Full Size Drawing (22x34)	380	$0.60	$228.00	
CD ROM	4	$10.00	$40.00	
In house Progress Printing (Spec)	3200	$0.12	$384.00	
In house Progress Printing (DDH)	800	$0.12	$96.00	
In house Progress Printing (Cost Est)	500	$0.12	$60.00	
In house Progress Printing (Half Size Dwg)	760	$0.20	$152.00	
In house Progress Printing (Full Size Dwg)	380	$0.60	$228.00	
	# to be shipped			
Cost/next day shipping (drawings , specs and DDH)	4	$75.00	$300.00	Ship to FAA, Airport, AHJ and town engineer
Cost/next day shipping (CD ROMs)	0	Lump Sum	$0.00	
Miscelleneous			$0.00	
Total (ODCs)			**$3,132.00**	

Expenses - Other Direct Costs

ACK ATCT Modernization Nantucket, MA **Permit Review Addendum Phase**

Printing and Shipping Costs

		# Set	
Spec: Est # of Pages per set	100	11	5 to FAA, 1 to Airport, 2 to AHJ, 1 to town engineer, 2 internal
DDH: Est # of Pages per set	0	7	2 to FAA, 1 to Airport, 1 to AHJ, 1 to town engineer, 2 internal
Cost Est: Est # of Pages per set	0	2	2 internal (FAA's and Airport's copy to be e-mailed - pdf)
Half Size Dwg: Est # of Pages per set	20	15	5 to FAA, 1 to Airport, 3 to AHJ, 1 to town engineer, 5 internal
Full Size Dwg: Est # of Pages per set	20	5	1 to FAA, 2 to AHJ, 2 internal
Number CD ROMs:	0	1	None - files transferred via FTP site
Cost per 8 1/2 x 11 Sheet:	$0.12		(Spec, DDH, Cost Est - include binding and tabs)
Cost per 11 x 17 Sheet:	$0.20		(Half Size Drawings)
Cost per 22 x 34 Sheet:	$0.60		(Full Size Drawings)
CD ROM cost	$10.00		

ODC Item	Pages	Unit Cost	Total
Specification	1100	$0.12	$132.00
Design Date Handbook (DDH)	0	$0.12	$0.00
Cost Estimate Report	0	$0.12	$0.00
Half Size Drawing (11x17)	300	$0.20	$60.00
Full Size Drawing (22x34)	100	$0.60	$60.00
CD ROM	0	$10.00	$0.00
In house Progress Printing (Spec)	400	$0.12	$48.00
In house Progress Printing (DDH)	0	$0.12	$0.00
In house Progress Printing (Cost Est)	0	$0.12	$0.00
In house Progress Printing (Half Size Dwg)	200	$0.20	$40.00
In house Progress Printing (Full Size Dwg)	100	$0.60	$60.00
	# to be shipped		
Cost/next day shipping (drawings , specs and DDH)	4	$75.00	$300.00
Cost/next day shipping (CD ROMs)	0	Lump Sum	$0.00
Miscelleneous			$0.00
Total (ODCs)			$700.00

SUBCONTRACTOR PROPOSALS

- Environmental/Hazmat
- Historic Preservation Architecture

NOVER-ARMSTRONG ASSOCIATES, INC.
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Carver, Massachusetts 02330
Telephone 508.866.8383
Facsimile 508.866.9898

SDO-certified DBE & WBE
www.noverarmstrong.com
environmental consultants & engineers

May 2014-Revised

Nantucket Memorial Airport
Airport Road
Nantucket, Massachusetts

Pre-Renovation Hazardous Materials Survey & Abatement Design
Scope of Work

PHASE 1

1.0 10% Concept Design

1.1 Attend a kick-off meeting with Jacobs and the project stakeholders at the Airport.

1.2 Review available documentation relating to hazardous materials associated with Air Traffic Control Tower (ATCT) from the facility and conduct visual observation of the suspect material in the ATCT.

1.3 Conduct hazardous materials building survey of the ATCT. The survey will consist of:

Lead Based Paint (LBP)

- XRF Survey for the presence of lead-based paint will be conducted on all painted surfaces of the ATCT. The XRF Survey will be conducted by Mel Blackman, Master Lead Inspector (Mass. License M-1377). The XRF survey is estimated to take up to two days to complete.

Asbestos Containing Materials (ACMs)

- The ACM Survey will be conducted by Matthew Alger and / or Marylou Armstrong, Licensed Asbestos Inspectors (Mass. Licenses AI900475 / AI041371).
- Review Plans and Specifications, if available, to identify original construction and renovations; assess for reference to building materials that specify asbestos or like materials.
- Identify all suspect materials and group them into homogeneous sampling areas. The sampling procedure will adhere to EPA protocols.
- Determine the number of samples based on number of homogeneous areas/materials and their square or linear footage area.

2.4 Provide updated rough order of magnitude (ROM) cost estimate of probable construction cost of the hazardous materials abatement scope and estimated *abatement duration.*

2.5 Review and respond to comments made by the Airport and project stakeholders on the design submission.

2.6 Participate in the 70% design review meeting with the stakeholders via telephone conference.

3.0 100% Pre-Final Design Phase

3.1 Update the hazardous materials abatement drawings prepared by Jacobs, and the hazardous materials specifications to incorporate the 70% review comments and disposition and design updates.

3.2 Sign and seal the hazardous materials demolition drawings and specifications to submit for permit.

3.3 Participate in the 100% design review meeting via telephone conference, and respond to review comments from stakeholders and from building permitting authorities.

4.0 Final Design Phase

4.1 Update the 100% submission to incorporate 100% review comments by stakeholders and building permit agency, and re-issue for permit as required, and issue for bid and construction.

4.2 Respond to requests for information (RFIs) during construction procurement and bidding.

5.0 Phase 2 – Construction Administration

5.1 Provide construction administration services during construction.

6.0 Assumptions

6.1 Nover-Armstrong was provided with a summary table of building materials confirmed to contain asbestos (document entitled ACK ATCT, dated 05/03/2011, issued by Karen Yeung to Brian DellaPorta). These materials will not be re-sampled, but will be incorporated into the final Technical Report detailing types and approximate quantities of ACMs.

6.2 It is assumed that building materials containing detectable PCB concentrations will not exceed 50 parts per million (ppm) and will not require USEPA / TSCA involvement as part of management / abatement / disposal activities.

6.3 If XRF Survey efforts for lead-based paint reveal elevated Lead concentrations, a representative, composite sample of materials to be removed as part of renovation activities would require TCLP Lead analysis to determine if materials to be disposed of are considered construction debris or hazardous waste. Nover-Armstrong has not included a scope / estimate for conducting renovation materials sampling at this time.

ESTIMATED FEES FOR SERVICES

Estimated Costs:

Lead XRF Survey (assumes 1 day)	$ 1,750.00
Kick-off Meeting and Asbestos & PCBs Survey:	
- Nover-Armstrong Labor (assumes 2 personnel, 2 days)	$ 4,500.00
- Sample Preparation & Data Reduction	$ 1,250.00
- Analytical Costs: estimates 40 samples for PLM analysis	$ 600.00
Estimates 12 samples for PCB analysis	$ 950.00
Technical Report Preparation & Peer Review	$ 3,100.00
Preparation for, attendance of and follow-up of 70% Review via telcom and 100% Review via telecom (assumes 12 hours)	$ 1,680.00
70% Construction Document Phase (assumes 92 hours)	$11,900.00
100% Pre-Final Design Phase (assumes 24 hours)	$ 3,360.00
Final Design Phase (assumes 12 hours)	$ 1,700.00
Project Management / Principal (assumes 12 hours)	$ 1,800.00
Per Diem Expenses:	
- Round trip ferry with field van / supplies (1 trip)	$ 450.00
- Round trip ferry with passenger vehicle (1 trip)	$ 450.00
- Round trip ferry with passengers only (1 trip – 2 passengers)	$ 100.00
- Hotel (1 night – 2 staff)	$ 600.00
- Mileage	$ 250.00
Total Estimated Fee	**$34,440.00**
Construction Administration (assumes 24 hours not including resident engineering services)	$ 3,360.00

FENNICK - McCREDIE ARCHITECTS

PROJECT: Nantucket Memorial Airport, Air traffic Control Tower Improvements
OWNER: Nantucket Memorial Airport Commission
CLIENT: Jacobs

5.22.2014 **Scope of Work and Fee Proposal - Scenario 1**

Architectural Historic Preservation consulting services and coordinaton with the Nantucket Historic District Commission

General Notes: 1
2
3

Tasks and Subtask Description - Scenario 1	Principal In-charge			Sr Project Manager			Sr Project Architect			Senior Designer			Designer			SUBTOTALS	
	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total		Notes / comments
A. DESIGN PHASE																	
1 -design																	
1a attend kick-off meetgn at ACK			$ -			$ -	2.0	$175.00	$ 350			$ -		$75.00	$ -	$ 350	
1b coordinate and attend initial HDC meeting (same day as 1a)			$ -			$ -	4.0	$175.00	$ 700			$ -		$75.00	$ -	$ 700	
1c review and comment - 10% design package			$ -			$ -	4.0	$175.00	$ 700			$ -		$75.00	$ -	$ 700	
1d participate stakeholder review mtg via telcon			$ -			$ -	1.0	$175.00	$ 175			$ -		$75.00	$ -	$ 175	
2 -HDC submission																	
2a consult with Jacobs regarding design and submission content			$ -			$ -	8.0	$175.00	$ 1,400			$ -		$75.00	$ -	$ 1,400	
2b review and comment - HDC submission package (35% design)			$ -			$ -	4.0	$175.00	$ 700			$ -		$75.00	$ -	$ 700	
2c attend HDC hearing (including prep)			$ -			$ -	8.0	$175.00	$ 1,400			$ -		$75.00	$ -	$ 1,400	
2d attend second HDC hearing (scenario 2 only)			$ -			$ -		$175.00	$ -			$ -		$75.00	$ -	$ -	
3 -100% design																	
3a -consult regarding compliance of final design with HDC reqts			$ -			$ -	4.0	$175.00	$ 700			$ -		$75.00	$ -	$ 700	
3b -review 100% design for compliance with HDC decision			$ -			$ -	4.0	$175.00	$ 700			$ -		$75.00	$ -	$ 700	
B. CONSTRUCTION ADMINISTRATION PHASE																	
To be provided on hourly basis upon request of client, at the following rates, as additional service - senior project architect: $175.00 - designer: $75.00 per hr			$ -			$ -			$ -			$ -		$75.00	$ -	$ -	
			$ -			$ -			$ -			$ -		$75.00	$ -	$ -	
			$ -			$ -			$ -			$ -		$75.00	$ -	$ -	
			$ -			$ -			$ -			$ -		$75.00	$ -	$ -	
			$ -			$ -			$ -			$ -		$75.00	$ -	$ -	
Subtotal	0		$0.00	0		$0.00	39		$6,825.00	0		$0.00	0		$0.00	$ 39	SUBTOTAL Hours
																$ 6,825	SUBTOTAL Labor (across)

Subconsultant Expense Summary:		
Company	Description	Amount
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Subtotal	$ -

Travel Expense Summary:	
Description	Amount
kick-off at ACK	$ 250
(day trip)	
HDC hearing at ACK	$ 750
(night hearing, o/n stay)	
Subtotal	$ 1,000

Printing Expense Summary:	
Description	Amount
documents	$ 50
corresp	$ 50
	$ -
	$ -
	$ -
	$ -
	$ -
Subtotal	$ 100

Fee summary -Scenario 1			
	Labor:	$ 6,825	
	Overhead:	$ -	(included in billing rate above)
	Margin:	$ -	(included in billing rate above)
	Subtotal Labor:	$ 6,825	
	Expenses - Travel:	$ 1,000	
	Expenses - Printing:	$ 100	
	Subconsultants:	$ -	
	Subtotal Expenses:	$ 1,100	
	Total Fee - Scenario 1:	$ 7,925	

ANNOTATED APPENDIX 1 – OBSERVATIONS & RECOMMNEDATIONS

From Jacobs 2011 Condition Assessment Report
With added new column "Include in the Design" annotation

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
A001	ATCT - Occupancy	IBC 2006 Table 1004.1.1 FAA Order 6480.7E FAA/OSHA 29CFR 1960.20 Alternate Standard	For the purposes of code analysis the occupant load of the ATCT has been calculated at approximately 56 maximum occupants (including 12 occupants at Cab) for the FAA occupied spaces; based on 40 sq. ft. per occupant for the Cab, 100 sq. ft. per occupant for offices and 300 sq. ft. per occupant for mechanical rooms and storage spaces. During the on site survey the occupant load at the Cab and ATCT appeared to comply with the building code. IBC 2006 Building Code limits floor area of the tower to 1,500 square feet. The Second Floor is approximately 3,900 square feet, therefore the ATCT can not be classified as a tower per code. This facility is located within the airport terminal building thus the 15 occupants per floor (max.) does not apply to this facility. This is a fire/life safety observation.	Both the calculated building occupancy and the observed occupancy during the survey appears to be within the limits the code allows.	Not an actionable item
A002	ATCT - Tower Height and Type of Construction	IBC 2006 Table 503, Table 601 and Table 412.1.2	ATCT is 32 feet -9 inches high to the Cab Floor (and less than 50 feet in height and 4 stories) and appears to comply with IBC Type VA construction. This facility is located within the airport terminal building, thus the use group becomes Mixed Use due to the size and height of the terminal building. The construction type for this ATCT facility should be Type VA construction with a full sprinkler system. The building appears to comply with the construction type required (VA) based on the 2006 International Building Code. This is a fire/life safety observation.	None, the building appears to comply with construction Type VA per the 2006 International Building Code.	Not an actionable item
A003	ATCT - Cab's roof assemblies	IBC 2006 Table 601	IBC 2006 requires the Cab 's roof assembly for type VA construction to be of a combustible or non-combustible material with 0 hour fire rating. The Cab's structural roof framing is steel beams with a metal roof deck. No visible fireproofing was observed on the underside of the Cab roof structural members or columns supporting the roof structural members. It appears the Cab roof does comply with Type VA construction. This is a fire/ life safety observation.	None, the building appears to comply with construction Type VA per the 2006 International Building Code.	Not an actionable item
A004	ATCT - Structural frame at Cab floor	IBC 2006 Table 601	IBC 2006 requires the structural frame at Cab floor for Type VA construction to be of a combustible or non-combustible material with a 0 hour fire rating. The Cab's structural floor framing is a concrete slab on metal deck supported by steel beams. No visible fireproofing was observed on the structural steel beams and metal deck supporting the concrete slab. The Cab floor appears to have a 0 hour fire rating per the on site survey and the original construction documents. This is a fire/ Life safety observation.	None, the structural frame at the Cab floor appears to comply with construction type VA per the 2006 International Building Code.	Not an actionable item

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
A005	ATCT - Roof Assemblies below the Cab floor	IBC 2006 Table 601	IBC 2006 requires the roof assembly below the Cab floor for type VA construction to be of a combustible or non-combustible material with a 0 hour fire rating. The roof framing below the Cab at the Terminal Buildings Second Floor gable roof is gypsum plank sheathing supported by steel beams and columns. No visible fireproofing was observed on the structural steel columns, support beams and gypsum plank sheathing at the Second Floor gable roofs. The Second Floor gable roofs appear to have a 0 hour fire rating per the on site survey and the original construction documents. This is a fire/ Life safety observation.	None, the roof assemblies appear to comply with construction type VA per the 2006 International Building Code.	Not an actionable item
A006	ATCT - Structural frame Below the Cab floor	IBC 2006 Table 601	IBC 2006 requires the structural frame below the Cab floor for type VA construction to be of a combustible or non-combustible material with a 0 hour fire rating. The ATCT building's main structural frame is made up of steel columns with steel beams to support the metal deck and concrete floor slabs. No visible fireproofing was observed on the steel columns, beams and metal deck for the concrete slab. The structural frame appears to have a 0 hour fire rating per the on site survey and the original construction documents. This is a fire/ Life safety observation.	None, the existing structural steel frame below the Cab floor appears to comply with construction type VA per the 2006 International Building Code.	Not an actionable item
A007	ATCT - Floor system- All Floors below the Cab floor	IBC 2006 Table 601	IBC 2006 requires the flooring system for type VA construction to be of a combustible or non-combustible material with a 0 hour fire rating. The ATCT Building floors consist of a poured in place concrete floor slab on a steel deck supported by steel beams and columns. No visible fireproofing was observed on the structural steel beams, columns and metal deck. The flooring system appears to have a 0 hour fire rating per the on site survey and the original construction documents. This is a fire/ Life safety observation.	None, the existing flooring system appears to comply with construction type VA per the 2006 International Building Code.	Not an actionable item
A008	ATCT - Building Fire protection	IBC 2006 Table 503 FAA Order 6480.7E Fire Protection Design par. 11.0	A Sprinkler system is provided in the ATCT and the Terminal Building. The IBC 2006 Building Code does require sprinklers in a construction type VA building this size and height. FAA Order 6480.7E indicates a requirement that all ATCTs and Base Buildings are to be sprinklered.	None, it appears that the ATCT and the Terminal Building next to the ATCT have a sprinkler system and is code compliant. The ATCT and Terminal Building also comply with FAA order 6480.7E requiring a sprinkler system.	Not an actionable item

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
A009	ATCT - Building Fire protection	IBC 2006 712 FAA Order 6480.7E Fire Protection Design par. 9.0 and 6480.17 par. 304	Fire stopping was not present at some of the pipe and conduit wall penetrations of the ATCT egress stairwell located on the Third Floor. The egress stair walls need to maintain a 2 hour fire rating. This is a life/safety concern.	Provide the proper fire stopping around the pipe and conduit penetrations thru the walls that are not properly fire stopped.	Yes
A010	ATCT - Accessibility (Elevator)	FAA Order 6480.17 par. 128,328 & 349 6480.7E Arch Design par 7.0 IBC 2006 412.1.6 1104.4	The ATCT Building does not have an elevator. The facility does not comply with ADA/ABA requirements or the 2006 International Building Code. The ADA/ABA, 2006 International Building Code and FAA Orders 6480.7E require buildings to be accessible. It is recognized that the FAA exempts ATCT's that are less than 50'-0" to Cab Floor from requiring an elevator; however, because the ATCT has a functional shaft (functional towers are defined as those containing administrative spaces or functions not otherwise required to directly support the activity of the Control Cab) for purposes of this Condition Assessment Report the ADA/ABA evaluation is performed for both handicapped and wheelchair accessibility, regardless that the facility does not have an elevator.	It is not feasible to provide a new elevator for the facility. There is inadequate space within the existing building envelope to install an elevator.	Per the SOW and other clarifications a platform lift will be installed in the existing stair (basis of design for proposal)
A011	ATCT - Roof	FAA Order 6480.17 par. 323.c	The Cab roof has some damaged and missing walkway pads leading from the roof access ladder around the perimeter of the Cab roof.	Remove the damaged walkway pads. Provide new walkway pads to replace the damaged and missing walkway pads. The new walkway pads to be compatible with the existing EPDM roofing system.	No - all new Cab roof in SOW
A012	ATCT - Cab Roof	FAA Order 6480.17 par. 323	The Cab roof has two (2) locations where it is leaking water into the Cab. One location is the popped up area where the beacon light is attached to the roof. The roof in this area is flat and does not have positive drainage. The second location is where the metal edge trim/flashing at the corner of the Cab roof is loose and has gaps between the metal flashing joints. The on site survey failed to ascertain the exact cause of the leak at either location, but damaged ceiling tiles were observed below these locations and on site personnel confirmed that these are active leaks.	Remove and repair the metal edge trim/flashing at the corner of the Cab roof. Remove existing roofing as required to install new tapered insulation around the popped up area where the beacon light is connected to the roof. This is to create positive drainage away from the popped up area.	New roof is part of SOQ. Follow-on discussions indicate a new beacon light and platform may be provided. The beacon and platform will be owner furnished.

CA Observation Table
A=Architectural P=Plumbing
E=Electrical FP=Fire Protection
M=Mechanical - HVAC

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
A013	ATCT - Cab egress stair	IBC 2006 1009.3 FAA Order 6480.7E Fire Protection Design par. 6.0	The Cab egress stair has treads that are +- 9" deep and risers that are +- 7 1/2" high. The IBC 2006 Building Code requires that egress stairs have a minimum tread depth of 11" and a maximum riser height of 7". The treads and risers on the egress stair are not code compliant.	The existing stair treads and risers are to remain as they are. It is not feasible to revise the stair tread depth and riser height of the stair. The existing floor framing, the size of the Cab and the surrounding rooms on the Junction Floor cannot accommodate the Cab egress stair getting longer.	Not an actionable item
A014	ATCT - Egress stair	IBC 2006 1009.3 FAA Order 6480.7E Fire Protection Design par. 6.0	The ATCT egress stairs from the Third Floor to the Second Floor and from the Second Floor to the First Floor have treads that are +- 10" deep and risers that are +- 7 1/2" high. The IBC 2006 Building Code requires that egress stairs have a minimum tread depth of 11" and a maximum riser height of 7". The treads and risers on the egress stair are not code compliant.	The existing stair treads and risers are to remain as they are. It is not feasible to revise the stair tread depth and riser height of the stair. The existing floor framing and the surrounding rooms on the Second and Third Floors cannot accommodate the egress stairs getting longer.	Not an actionable item
A015	ATCT- Tower egress stairs.	IBC 2006 1009.10 & FAA Order 6480.17 par. 345.a - 2	The Cab egress stair, egress stair from the Third Floor to the Second Floor and the egress stair from the Second Floor to the First Floor are missing a second hand rail on the outer side of the stair. The 2006 IBC Building Code and FAA Order 6480.17 requires a railing on both sides of an egress stair.	Provide a second handrail at all the egress stairs so they comply with the Building Code and FAA Orders.	Yes
A016	ATCT- Egress stair	IBC 2006 1013.2 & 1013.3 and FAA Order 6480.17 par. 345	The tower egress stair from the First Floor to the Second Floor has a handrail and guard on the open side of the stair. The openings in the guard are larger than 4" and the guard is lower than the required 42" above the stair nosings. Both conditions do not comply with the 2006 IBC Building Code.	Provide metal in-fill panels on the existing stair railing to eliminate openings larger than 4" and so the stair has a guard 42" above the nosings on the open side of the stair so the railing and guard comply with the building code.	Yes
A017	ATCT- Cab egress stair	FAA Order 6480.17 par. 150, 325 and 327	The existing Cab egress stair railing's paint finish is worn and scratched down to the steel at many locations from the Cab down to the Third Floor.	Remove the existing paint finish. Prime and paint the existing railing and brackets from the Cab down to the Third Floor.	Yes
A018	ATCT - Stairwell Gate	FAA Order 6480.7E Arch. Design par. 49.0	The existing stairwell from the Cab down to the Third Level does not have a gate at the top to prevent someone from accidentally fall down the stairs as required by FAA Orders.	Provide a gate at the top of the stairs to prevent someone from accidentally falling down the stairs.	Yes
A019	ATCT - Cab and Catwalk exterior guardrails	FAA Order 6480.17 par. 150 & 327.d	The painted finish on existing guardrails located at the Cab roof and the Catwalk is chipped and peeling off at many locations. The railings are covered with surface rust and possibly have some structural damage due to the rust at both the Cab roof and the Catwalk. The Cab roof and Catwalk guardrails do not comply with the building code.	Completely remove the existing railings at the Cab roof and the Catwalk. Provide new galvanized metal railings with a paint finish at the Cab roof and the Catwalk. Flash railing posts properly into the existing EPDM roofing system.	Per the written SOW all new stainless steel guardrails provided on Cab roof and Catwalk.

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
A020	ATCT - Cab and Catwalk exterior access ladders	FAA Order 6480.17 par. 150 & 327.d	The painted finish on existing Cab roof access ladder from the Catwalk is chipped and peeling off at many locations. The ladder is covered with surface rust. The transition from the Cab roof to the ladder going down or up is very awkward.	Remove the existing steel ladder. Provide a new galvanized steel ladder with a cage from the Catwalk to the Cab roof. Flash the ladder into the Catwalk EPDM roofing.	Per SOW exterior ladder removed and new interior retractable ladder provided.
A021	ATCT - Door panic hardware	FAA order 6480.7E Fire Protection Design par. 4.c IBC 2006 1008.1.9	The existing doors leading into the egress stair on the Second and Third Floors do not have panic hardware. The door to exit the Cab stairwell at the Third Floor and the door to exit the main egress stair on the First Floor do not have panic hardware installed as required by FAA Order 6480.7E.	Remove existing door hardware. Provide new panic hardware on the egress exit doors leading into the stairwell and exiting the stairwells.	Yes
A022	ATCT - Doors & Frames	IBC 2006 715.4.5.1 & FAA Order 6480.17 par. 300.c	Some doors and door frames that access the egress stair have had their fire-rating labels painted over, thereby nullifying their rating per the 2006 International Building Code.	Verify door's fire-rating and the frames fire rating then provide proper fire-rating labels for the fire-rated doors and frames	Yes
A023	ATCT - Door Handles to Hazardous Area	FAA Order 6480.17 par 347.a 6480.7E Arch. Design par. 8.0 - C	Doors to hazardous rooms and areas do not have tactile warning at door handles.	Provide tactile warning door handles on doors leading to Hazardous rooms and areas.	Yes
A024	ATCT - Door handles	FAA Order 6480.7E par. 8.0 -C 6480.17 par. 343 - b.6 ADA/ABA 404.2.6	Some door handles at the Second and Third floor of the ATCT are not ADA/ABA complaint. They are round knob type door handles. ADA/ABA requires lever type door handles that do not require twisting or turning.	Remove all existing round door knobs and provide new lever type door handles that are ADA/ABA complaint.	Yes
A025	ATCT - Door Clearance ADA/ABA	FAA Order 6480.17 par. 343.b 6480.7E Arch. Design par. 5.0 ADA/ABA 404.2.2	The door to the Unisex Restroom on the Third Floor is 24" wide which does not have the required clearance (32" clear) through the door opening as required by the ADA/ABA.	Keep the door as it is. It is not feasible to change the door size. The restroom door is on a wall that would require the Cab stair to be moved and a wall around the egress stair from the Third Floor to the Second Floor to be moved.	Not an actionable item

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
A026	ATCT - Door Clearance ADA/ABA	FAA Order 6480.17 par. 343.b 6480.7E Arch. Design par. 5.0 ADA/ABA 404.2.2	The door to the Unisex Restroom on the Second Floor is 24" wide which does not have the required clearance (32" clear) through the door opening as required by the ADA/ABA.	Keep the door as it is. It is not feasible to change the door size. The wall the restroom door is located on is land locked by an egress corridor, stairwell and a plumbing chase.	Per SOW all new ADA/ABA restrooms (2) to be provided on the Second Floor.
A027	ATCT - Cab exterior prefabricated metal panels	FAA Order 6480.17 par. 150 & 327.d	At the southeast corner of the Cab roof, two prefabricated metal panels are loose and allowing water to penetrate the building during a wind swept rain.	Remove the existing prefabricated metal panels. Reinstall the prefabricated metal panels properly so they are no longer loose. Provide new sealant joints around the perimeter of the metal panels.	Written SOW has new metal panels for the Cab fascia.
A028	ATCT - Exterior window and metal wall panels	FAA Order 6480.17 par. 327.d	The exterior sealant joints around the Cab windows and the metal wall panels above the Cab windows appear to be dried out, cracked and pulling away from the surfaces. The sealant joints appear to be beyond their life expectancy.	Remove the existing sealant around the perimeter of the Cab windows and the metal panels above the Cab windows. Prepare these areas around the windows and metal panels to receive new sealant. Provide new sealant around the windows and metal panels.	SOW has all new Cab façade (including windows). New façade will have new sealant.
A029	ATCT - Flooring	FAA Order 6480.17 par. 322.b	The exposed vinyl composite tile flooring throughout the Second and Third Floors is old, worn and beyond it's life expectancy and should be considered for replacement. The existing vinyl composite tile has been noted in the asbestos report as asbestos containing material (ACM). The rooms and locations are: Equipment Room and Corridor on the Second Floor and Break Room and Equipment Room on the Third Floor.	Remove the exposed vinyl composite tile flooring throughout the Second and Third Floors. Provide vinyl composite tile flooring in the rooms that the VCT is removed.	Yes
A030	ATCT - Flooring	FAA Order 6480.17 par. 322.b 6480.7E Arch Design par. 25	The existing painted concrete flooring in the Second Floor Storage Room is worn, scraped, peeling and beyond it's life expectancy.	Remove existing painted concrete floor finish. Prepare, prime and paint the concrete floor with epoxy concrete sealer.	Yes
A031	ATCT - Flooring	FAA Order 6480.17 par. 322.b	The existing carpet flooring in the Administration Office and Kitchen located on the Second Floor is worn, stained and beyond it's life expectancy. The existing carpet is over a vinyl composite tile floor which is an asbestos containing material (ACM).	Remove the existing carpet flooring from both rooms. Remove the existing vinyl composite tile floor (ACM) under the carpet in both rooms. Provide new carpet flooring in the Administration Office and a new rubber tile floor in the Kitchen.	Yes
A032	ATCT - Flooring	FAA Order 6480.17 par. 322.b	The ATCT and Cab egress stairs have one rubber stair tread missing and two damaged stair treads. This is a potential tripping hazard on the egress stair. This is a Life/Safety concern for the facility.	Provide a new rubber stair treads where the existing rubber treads are missing or damaged. New rubber treads to match existing rubber treads.	Yes - will explore replacing all treads rather than selective replacement.

CA Observation Table
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Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
A033	ATCT - Interior walls	FAA Order 6480.17 par. 320.b	The Cab bulkhead walls have some damaged sound absorption panels and the finish of wood cap on top of the bulkhead is cracked, faded and peeling and should be refinished.	Remove the damaged sound absorption panels. Provide new sound absorption panels. Prepare and refinish the wood cap at the top of the Cab bulkhead.	Complete Cab refurb as part of SOW.
A034	ATCT - Interior walls	FAA Order 6480.17 par. 320.b	In all rooms on the Second Floor where an old radiator was removed, the wall finish that is now exposed does not match the surrounding wall finish of the room.	Paint the area where the existing radiator was to match the surrounding walls.	Rooms will have new finishes rather than selective repair.
A035	ATCT - room signs	FAA Order 6480.17 par. 329.a 6480.7E Arch. Design par. 5.0 ADA/ABA 703	The interior rooms either have no room signage or non-ADA/ABA compliant room signs that do not have raised letters and Braille. Most signs are not installed per ADA/ABA height and location requirements.	Remove all existing room signs and provide ADA/ABA compliant room signs to all rooms. All signs to be installed at the appropriate locations and height per ADA/ABA requirements.	Yes
A036	ATCT - ADA/ABA sink	FAA Order 6480.7E Arch. Design par. 15.0 ADA/ABA 606 IBC 2006 1109.3 and 1109.4	The countertop and sink located in the Second Floor Kitchen does not comply with the required clearances and heights per ADA/ABA for a front or side approach to a sink.	Remove the existing countertop, base cabinets, sink and faucet. Provide a new three piece countertop with new base cabinets installed under two of the countertops and brackets for the third countertop. Provide an ADA/ABA compliant sink and faucet at the required height and provide the required clearances for a front approach. Provide protection from the pipes located under the sink.	New Break Room kitchen will be fully ADA/ABA compliant.
A037	ATCT - Restroom Third Floor	FAA Order 6480.17 par. 346 6480.7E Arch. Design par. 17.0 IBC 2006 1109	The Third Floor Unisex Restroom is not ADA/ABA compliant. The existing toilet room size and layout does not comply with ADA/ABA for clearances required around fixtures for an accessible restroom. The toilet does not have the required ADA/ABA clearances for a front or side approach. The sink does not have the required pipe insulation below the sink. Some of the dispensers are installed too high per ADA/ABA requirements. Their are no grab bars behind or along side the toilet which are ADA/ABA requirements for an accessible toilet. The toilet seat height is not ADA/ABA compliant. The room does not have the 5'-0" diameter turning radius. The door width is less than the required 32" refer to line A025.	The existing restroom is land locked by a corridor, two egress stairs, equipment room and the exterior wall and cannot feasibly be enlarged in order to meet the ADA/ABA clearance requirements for a restroom. The existing restroom should be made ADA/ABA compliant as much as feasibly possible. Grab bars should be installed around the toilet per the ADA/ABA requirements. Provide pipe insulation on the pipes below the sink. Provide an ADA/ABA compliant toilet. Remove the existing dispensers and mirror and provide ADA/ABA compliant dispensers and mirror.	Yes

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
A038	ATCT - Restroom Second Floor	FAA Order 6480.17 par. 346 6480.7E Arch. Design par. 17.0 IBC 2006 1109 and Table 2902.1	The Second Floor Unisex Restroom is not ADA/ABA compliant and does not comply with the building code. The building code requires that a building this size and occupant load has a designated men's and women's restroom.	Create a separate men's and women's restroom on the Second Floor. The new restrooms should be made as ADA/ABA compliant as feasibly possible. Remove the existing toilet partitions and one of the toilets located in the existing unisex restroom. Remove the existing faucet and sink and provide an ADA/ABA compliant faucet and sink. Remove mirror and install an ADA/ABA compliant mirror. Remove the existing dispensers and provide ADA/ABA compliant dispensers. The restroom cannot feasibly be made wheel chair accessible because the door and walls to the restroom are landlocked by a corridor, egress stairwell and plumbing chase. Provide a new restroom in a storage room on the Second Floor next to the existing egress stair and janitors closet. Provide new plumbing fixtures, dispensers and room finishes. Relocate the janitors sink into the new men's restroom. Additionally a wall will be revised to accommodate a new drinking fountain on the corridor side of the wall (see A039). The existing number of toilets are required based on the required toilet fixture count for the facility per the 2006 International Building Code.	New Second Floor Restrooms (2) will be fully ADA/ABA compliant.
A039	ATCT - Second Floor drinking fountain	FAA Order 6480.7E Arch. Design par. 5.0 ADA/ABA 602 and 306 IBC 2006 1109.5	The drinking fountain located at the Training Room on the Second Floor does not meet the ADA/ABA requirements for height and clearance under the drinking fountain for a front approach or a side approach. The location of the drinking fountain is not ideal. If training is going on, the drinking fountain cannot be accessed with out going into the training room and disrupting the training class.	Remove the existing drinking fountain. Provide a new ADA/ABA compliant drinking fountain. Relocate the drinking fountain out into the corridor. Remove a portion of an existing wall to create an alcove so the drinking fountain does not encroach the corridor. Move all water supply lines and sanitary lines to the new drinking fountain location.	Yes
A040	ATCT - Exterior door	FAA Order 6480.17 par. 318 and 325	The Catwalk access door located at the Cab is too small and too close to the Cab floor, which makes it difficult to use to access the Catwalk. The access door is not insulated.	Remove the existing Catwalk access door. Enlarge the access door opening in the bulkhead to accommodate a larger access door. Provide a larger access door so access to the Catwalk is less difficult.	Yes
A041	ATCT - Ceilings	FAA Order 6480.17 par. 321.b and 327	All of the Second Floor rooms get very cold in the winter and very hot in the summer. It was discovered during the survey that the ceilings and gable roof areas above the second floor are not well insulated. It was also brought to our attention by site personnel that sound transmits between offices, which appears to occur because the walls stop at the acoustical tile ceiling and the ceiling tiles are not insulated.	Remove the existing ceiling tiles. Provide new insulating ceiling tiles to help insulate the rooms and to minimize the sound transmission between rooms.	Design will explore various means of insulating the ceiling of the Second Floor rooms.
A042	ATCT - Ceilings	FAA Order 6480.17 par. 321.b	The acoustical tile ceiling at the Cab has damaged and stained ceiling tiles.	Remove all the existing ceiling tiles. Provide new black ceiling tiles.	Yes
A043	ATCT - Ceilings	FAA Order 6480.17 par. 321.b	The egress stair ceiling from the Second Floor to the Third Floor has an access panel in the gypsum wallboard ceiling. The access panel is covered with surface rust.	Remove the existing access panel. Provide a new access panel. Prime and paint access panel to match the existing ceiling.	Yes

CA Observation Table
A=Architectural P=Plumbing
E=Electrical FP=Fire Protection
M=Mechanical - HVAC

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
A044	ATCT - Ceilings and windows	FAA Order 6480.17 par. 321.a and 316	The Break Room located at the Third Floor has very utilitarian finishes. The room does not have a ceiling or any windows to the exterior for natural light.	Provide a new acoustic tile ceiling and lighting. Provide two new double hung windows in the Break Room for natural light.	Yes
A045	ATCT - windows	FAA Order 6480.17 par. 316	The operable double hung windows located on the Second Floor do not have insect screens installed.	Provide new insect screens on the operable double hung windows.	Yes
A046	ATCT - Site/Building accessible parking	ADA/ABA 4.1.2 FAA Order 6480.17 par. 348 IBC 2006 Table 1106.1	The existing FAA designated parking lot has approximately 15 parking spaces for FAA employees, which does not including any accessible parking spaces. Based on the number of parking spaces in the parking lot the ADA/ABA requires that one (1) parking space be designated as accessible parking space for the FAA. In addition the designated parking spaces for the FAA is not enough to accommodate all employees during a shift change or an increase of personnel at the facility.	For the required accessible parking space, the terminal parking has an accessible space next to the designated FAA parking spaces which could be used by FAA personnel or visitors. The present amount of designated parking for the FAA cannot accommodate the present amount of FAA employees during a shift change or an increase of personnel. Since the FAA shares the parking lot with the airport terminal parking lot, the FAA should request from the airport authority more designated FAA parking spaces.	Not an actionable item
A047	ATCT - Site/Building parking	ADA/ABA 4.1.2 FAA Order 6480.17 par. 348 IBC 2006 Table 1106.1	The FAA designated parking lot (area) has approximately 15 parking spaces for FAA employees. The section of the parking lot that is designated as FAA parking does not have striping to designate the actual FAA parking spaces.	The FAA designated parking area should be striped to specifically designate the parking spaces for the FAA.	No - no site work to be done
M001	ATCT	FAA Order 6480.7E	Discharge air temperature of HP-1 indoor unit drops to 38-40F during operation. Low supply air temperature may be an indication of inadequate airflow. New HP-1 unit is a residential unit indicating a maximum 0.5 in external static capacity for UL listing and recommended operation. Enhanced filtration was added to the system which was not included in the original configuration. Enhanced filtration indicates a minimum of 0.2 in wg loss. Mfg indicates coil loss at approx 0.3 in wg. Unit seems to be operating or maximum external static pressure before adding duct pressure losses. Filter loading could reduce airflow further thus raising the possibility of coil freeze up or electric heater thermal over temperature kick out.	Verify air flow balancing of existing unit including outside air intake. Replace existing air handler with a commercial unit capable of handling at minimum 1 in wg. external static pressure. Provide compatible DX indoor coil for commercial unit compatible with existing HP-1 outdoor unit. Provide 10 KW electric auxiliary heater in commercial unit. Alter existing controls to provide normal heat pump operation.	Yes
M002	ATCT	N/A	Outdoor heat pump unit from original system has been abandoned on the Catwalk. The abandoned unit makes servicing of existing unit difficult.	Remove abandoned heat pump unit from the Catwalk.	Yes

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
M003	ATCT	N/A	Facility indicates a whistling noise from the Third Floor mechanical area that can sometimes be heard above in the Cab.	Whistling is likely due to a section of restricted airflow from the indoor heat pump unit and seems to be coming from the return duct outside air connection plenum. Original 36 x18 connection to the outside air duct has been reduced to a single 8 inch round connection which has a high airflow velocity at the indicated 400cfm. Additionally no apparent balancing damper is provided for the 8 inch round duct, more than the intended 400 cfm may being drawn through the duct, further increasing the air velocity.	Will alter ductwork as required from new air handler to the Cab diffusers.
M004	ATCT	FAA Order 6480.17	Duct insulation is damaged or missing from sections of the ductwork at the Third Floor.	Remove and replace damaged sections of insulation.	Will provide new ductwork.
M005	ATCT	FAA Order 6480.7E	Window-mounted air conditioning units WAC-1 and WAC-2 have installations that are poorly sealed, allowing high infiltration around the units. Dirt and mold accumulation on the field fabricated window filler panel are evident. The facility indicates poor condensate drainage due to exterior mounting. The units have evidence of rust on the casing and accelerated deterioration.	Replace existing one ton and two ton window air conditioning units with two split DX cassette ductless air conditioners.	Design will investigate using a centralized A/C unit as opposed to window-mounted A/C units.
M006	ATCT	FAA Order 6480.17	Hydronic unit heaters (UH-3 and WH-4) on the Third Floor are beyond their expected life, incorrectly sized for the lower geothermal water delivery temperature and have been incorrectly modified in a manner that appears to not allow the fans to operate.	Replace with new hydronic unit heaters.	Yes
M007	ATCT	FAA Std 32	Heating capacity provided for AT Manager Office appears to have been reduced when the new heating system was installed compared to the original building drawings.	Provide a supplementary electric cabinet unit heater on exterior wall lacking a fin tube radiator.	Design will investigate using a centralized HVAC unit as opposed to supplemental cabiet unit heaters.
M008	ATCT	FAA Order 6480.7E	Humidification is not provided for the critical areas to maintain relative humidity above 35 percent.	Provide humidification for the Cab and Second Floor Equipment Room.	
M009	ATCT	FAA Order 6480.17	Second Floor Restroom exhaust fan is beyond its expected lifespan. Additionally, the fan vents to the attic rather than outside due to the duct connection to the vent cap being disconnected.	Replace the exhaust fan and properly install the exhaust ductwork.	Yes
M010	ATCT	FAA Order 6480.17	Third Floor Restroom exhaust fan is beyond its expected lifespan.	Replace exhaust fan.	Yes
M011	ATCT	NFPA	The underground fuel tank is not provided with an overfill alarm within the line of sight of the fill port.	Provide electronic overfill alarm on exterior of the Engine Generator Room.	At kick-off meeting will determine if in design.

CA Observation Table
A=Architectural P=Plumbing
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M=Mechanical HVAC

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
M012	ATCT	40 CFR	The Leak Detection Panel and Electronic Fuel Level Monitor are unpowered.	Determine power problem and repair.	At kick-off meeting will determine if it has been repaired since report and if it can be excluded from design.
M013	ATCT	IMC 401	Generator exhaust vent terminates below operable Storage Room window. The exhaust does not have a cap.	Extend existing exhaust vent 3 feet above roofline. Provide manufacturer approved cap to avoid water entrainment.	Yes - contingent upon HDC approval of the extension.
P001	ATCT	OSHA 29 CFR 1910.151	None of the facility eyewash bottles may be considered as an OSHA primary eyewash capable of 0.4 gpm for 15 minutes.	The only obvious liquid chemical eye hazards noted are in the Engine Generator Room. Provide an OSHA portable primary eyewash in the Engine Generator Room.	At kick-off meeting will determine if in design.
P002	ATCT	OSHA 29 CFR 1910.151	Personal eyewash bottle in Generator Room is expired.	Refer to P001. Provide primary eyewash.	See above
P003	ATCT	FAA Order 6480.7E	No bubbler is located at the Cab sink	Provide bubbler and remote cooler.	Yes
P004	ATCT	N/A	Existing Cab central vacuum does not exhaust to the outside.	Provide outside exhaust for central vacuum.	Yes
P005	ATCT	FAA Order 6480.17	Cab undersink beverage heater is non-operational.	Replace heater.	Yes
F001	ATCT	FAA Order 6480.7E	Existing visual notification appliance is a strobe. FAA Orders require an incandescent red lamp for visual notification in lieu of a strobe to avoid distraction of the controllers.	Replace strobe with incandescent red lamp.	Yes
E001	ATCT LPGBS	FAA Standard 019e	The two downlead conductors are located on adjacent corners of the ATCT Roof. The roof is square and per FAA-Std-019e, Section 4.2.3.5.3, the downlead conductors should be located on diagonally opposite corners.	Relocate one of the downlead conductors to the corner opposite of the other downlead conductor.	Yes
E002	ATCT LPGBS	FAA Standard 019e	There is no potential equalization loop on the ATCT Catwalk.	Provide a potential equalization loop with horizontal air terminals on the Catwalk as required per FAA STD 019e. Provide exothermic welds for connection of the potential equalization loop to downlead conductors.	Yes
E003	ATCT LPGBS	FAA Standard 019e	Metallic bodies located on the roof such as the hand railing, roof access ladder, and the stainless steel panelboard enclosure are not bonded to the LPS.	Provide exothermic welds for connection of the metallic bodies to the potential equalization loop.	Yes
E004	ATCT LPGBS	FAA Standard 019e	The down conductors supported to the air terminal poles are fastened in some places with metal straps and set screws instead of UL approved pipe clamp fittings.	Replace the metal straps and set screw fasteners with UL approved pipe clamp fittings.	Yes

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
E005	ATCT LPGBS	FAA Standard 019e	There is no bulkhead for the antennae installed at this facility as required per FAA STD 019e, Section 4.2.1.6	Install a metal bulkhead connector plate on the roof, sized appropriately for all axial cable terminations. Provide a dedicated connection between the bulkhead ground system to the EES with #4/0 insulated copper conductor.	Yes
E006	ATCT LPGBS	FAA Standard 019e	Electronic equipment racks are using only one instead of two bonding straps to the multipoint ground system.	Provide a second bonding strap to each equipment rack. New bonding straps shall have different length then the existing bonding strap per FAA-Std-019e, Section 4.3.5.2.1	No - part of FAA electronics equipment installation.
E007	ATCT LPGBS	FAA Standard 019e	There is no ground plate installed for one of the TELCO backbones located in the Second Floor Equipment Room.	Provide a ground plate for the TELCO system. Connect TELCO system ground with a minimum #2 AWG copper conductor to the EES as required per FAA-Std-019e, Section 4.2.4.3.9	Yes
E008	ATCT Power Distribution System	NEC	The receptacle located directly below the water fountain on the Second Floor is not a GFCI type receptacle.	Replace the receptacle with a GFCI type receptacle.	Yes
E009	ATCT Power Distribution System	FAA Specification 1217f, NEC	Original Panels D and G are old and obsolete; replacement parts are not readily available.	Replace the indicated panels with new panels and install them per the requirements dictated by the NEC and FAA Specification 1217f. The multi-pole main and branch circuit breakers shall have an internal trip mechanism. Panels' front covers shall be a door-in-door hinged construction. Reconnect all existing circuits to replacement panel.	Yes
E010	ATCT Power Distribution System	FAA Standard 019e	Panels E and G have double lug connections on some of their circuit breakers: Panel E - Circuits #20, 27, 30, 40 Panel G - Circuit #3	For Panel E, install two 20A single pole circuit breakers for two of the extra conductors. The remaining two shall be refed from other panels with spare capacity. For Panel G, install one 20A single pole circuit breaker for the extra conductor.	Panels to be replaced.
E011	ATCT Power Distribution System	FAA Standard 019e	Panels D, E1, and G have aluminum busses instead of copper busses.	No action. Replacing aluminum busses with copper busses is not feasible.	Panels to be replaced.
E012	ATCT Power Distribution System	FAA Standard 019e	The feeder conductors in Panels D and G are aluminum instead of copper.	No action. Replacing aluminum feeder wires with copper feeder wires is not feasible.	Panels to be replaced.
E013	ATCT Power Distribution System	FAA Standard 019e	Panels A, D, E, and G are missing ground busses and have branch circuit ground conductors that terminate on ground lugs or on the screws of the panelboard enclosure.	Remove existing ground lugs and ground connections to the panelboard enclosure. Provide a ground bus for the panels noted and provide a bond from the ground bus to the panel enclosure. Terminate all ground wires onto the ground bus.	Yes
E014	ATCT Power Distribution System	FAA Standard 019e	A bare copper ground wire is used for the feeder ground in Panel A.	Remove the bare copper ground wires and replace it with appropriately sized insulated copper conductor.	Yes
E015	ATCT Power Distribution System	FAA Standard 019e, NEC	Panel D is missing a ground feeder conductor.	Provide a appropriately sized ground feeder conductor for the panel noted.	Yes

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
E016	ATCT Power Distribution System	FAA Specification 1217f	Some branch circuits in Panels A and D are sharing or missing ground conductors.	Provide separate ground conductors for each branch circuit in associated panels.	Yes
E017	ATCT Power Distribution System	FAA Standard 019e	Panels B, C, E, E1, and 2 are missing TVSS protection required for electronics or exterior loads.	Provide TVSS protection for the panels noted.	Yes
E018	ATCT Power Distribution System	FAA Standard 019e	Panel G has two circuits (Circuit #26 and 30) that are bolted directly on the phase bus. There are no circuit breakers at these positions.	Verify if the circuits are in use. If so, then provide appropriately sized 1P circuit breakers. If circuits are not in use, disconnect and remove conductors back to source. **NOTE:** This recommendation and associated cost assumes the replacement in E009 is not done. If panelboard replacement is done, then this recommendation and cost of the replaced panelboard(s) is no longer valid.	Panel to be replaced.
E019	ATCT Power Distribution System	FAA Specification 1217f	Some of the incoming conduits to Panels D and G are flexible conduit.	Remove the flexible conduit and replace it with EMT conduit.	Yes
E020	ATCT Power Distribution System	FAA Specification 1217f	Some branch circuits in Panels A, E and E1 use stranded copper wire for #10 AWG and smaller without wire crimp lugs.	Provide wire crimp lugs for #10 and smaller stranded conductors.	Yes
E021	ATCT Power Distribution System	FAA Specification 1217f, NEC	Panels D and G have ungrounded conductors being spliced inside the panelboard enclosure.	Remove the branch circuit wiring for the conductors that are being spliced, and replace it with new wiring.	Yes
E022	ATCT Power Distribution System	FAA Specification 1217f	Panels B, C, E, G and E1 have multi-pole circuits breakers that are externally ganged together without a common internal trip mechanism.	Provide multi-pole circuit breakers that have an internal common trip mechanism.	Yes
E023	ATCT Power Distribution System	FAA Standard 019e	Conduits in Panels A, D, E, E1, and G are missing grounding bushings.	Provide grounding bushings for the conduits in the indicated panels.	Yes
E024	ATCT Power Distribution System	FAA Specification 1217f, NEC	Panels A, B, C, D, E, E1, G, and 2 do not have a door-in-door type front cover.	Provide a door-in-door type front cover for the panels noted.	Yes
E025	ATCT Power Distribution System	FAA Specification 1217f, NEC	Knockouts are not covered in Panels A and G.	Provide appropriately sized covers to fill open knockouts.	Yes
E026	ATCT Power Distribution System	FAA Specification 1217f	Panel directories for Panels A, B, C, D, G, and 2 are not up to date and/or typewritten.	Provide typewritten and updated panel directories for associated panels.	Yes
E027	ATCT Power Distribution System	FAA Specification 1217f	The feeder conductors for Panel G are not color coded properly.	Provide correct color coding for the feeder conductors for the panels noted.	Yes
E028	ATCT Power Distribution System	FAA Specification 1217f	The branch circuit conductors for Panels A, D, E, E1, and G are not color coded properly.	Provide correct color coding for the branch circuit conductors for the panels noted.	Yes

CA Observation Table
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M=Mechanical - HVAC

Item	Location	Codes & Orders	Observation	Recommendation	Include in the Design
E029	ATCT Power Distribution System	FAA Specification 1217f	There are abandoned branch circuit conductors in Panels A and G.	Remove abandoned conductors back to source.	Yes
E030	ATCT Power Distribution System	FAA Specification 1217f	Panels D and G use type TW wire for branch circuit wiring instead of type THHN. **NOTE:** If panelboard replacement as described in E009 is done, then this observation is no longer valid.	No action. Replacing all branch circuit wiring to type THHN is not feasible.	Panels to be replaced.
E031	ATCT Lighting	FAA Order 6480.7E	The fluorescent fixtures in the ATCT are lamped with energy efficient T-8 lamps. However, the fixtures have not been replaced and still utilize T-12 thermal magnetic ballasts.	Replace all fluorescent fixtures with new that are equipped with electronic ballasts that are specifically made for T-8 lamps.	Yes
E032	ATCT Lighting	FAA Order 6480.7E	One of the dual-head emergency egress lights located on the Second Floor is not functional.	Replace fixture.	Yes
E033	ATCT Lighting	FAA Order 6480.7E	Two exit signs located on the Second Floor are not functional.	Replace fixtures.	Yes

FAA Concurrence With Rev B Project Scope Changes

Hashem, Sam

From: steven.berube@faa.gov
Sent: Thursday, June 19, 2014 8:04 AM
To: Hashem, Sam
Subject: FW: Proposal Modifications
Attachments: Exhibit A Ammended June 16 After Kick-off Meeting (FAA comments)(Jacobs updates).docx

Sam,

Per your request the message is below.

Steven M. Berube, P.E.
Civil Engineer, AJW-E11A
Federal Aviation Administration
11 Murphy Drive
Nashua, NH 03062
(603) 881-1263 Email: steven.berube@faa.gov

From: Berube, Steven (FAA)
Sent: Wednesday, June 18, 2014 7:42 AM
To: 'Fiedorek, James'
Cc: Hashem, Sam
Subject: RE: Proposal Modifications

Jim,

The revised document as written looks good. This email will serve as my acceptance of the proposed scope of work. Let me know if you have any questions. Thank you.

Steven M. Berube, P.E.
Civil Engineer, AJW-E11A
Federal Aviation Administration
11 Murphy Drive
Nashua, NH 03062
(603) 881-1263 Email: steven.berube@faa.gov

From: Fiedorek, James [mailto:James.Fiedorek@jacobs.com]
Sent: Tuesday, June 17, 2014 2:14 PM
To: Berube, Steven (FAA)
Cc: Hashem, Sam
Subject: RE: Proposal Modifications

Steve,

Attached is the latest and greatest version of the technical portion of the proposal. I have accepted the appropriate changes (both our original in red and yours in blue) so the 'track changes' lineage is no longer present. I have however highlighted sections whose technical content have been modified/changed to bring this to your attention. Also, one section of the electrical approach was inadvertently left off of the previous version that has since been added. This added section is also highlighted. Let me know if you have questions/comments about the attached.

Thanks,

Jim Fiedorek, P.E.
Jacobs Engineering – Project Manager
571-218-1316 (office)
571-216-2070 (mobile)

From: steven.berube@faa.gov [mailto:steven.berube@faa.gov]
Sent: Tuesday, June 17, 2014 9:09 AM
To: Fiedorek, James
Subject: RE: Proposal Modifications

Jim,

My markups are attached. Let me know if you have any questions.

Steven M. Berube, P.E.
Civil Engineer, AJW-E11A
Federal Aviation Administration
11 Murphy Drive
Nashua, NH 03062
(603) 881-1263 Email: steven.berube@faa.gov

From: Fiedorek, James [mailto:James.Fiedorek@jacobs.com]
Sent: Monday, June 16, 2014 6:36 PM
To: Berube, Steven (FAA)
Subject: RE: Proposal Modificatons

Steve,

Attached please find the description part of the proposal with changes from the original proposal identified using "track changes". Let me know if you have any questions/comments about the attached.

Thanks,

Jim Fiedorek, P.E.
Jacobs Engineering – Project Manager
571-218-1316 (office)
571-216-2070 (mobile)

From: steven.berube@faa.gov [mailto:steven.berube@faa.gov]
Sent: Monday, June 16, 2014 11:03 AM
To: Fiedorek, James
Subject: Proposal Modificatons

Jim,

My marked up version is attached. I know it is not the latest version but I had already started this one. Let me know if you have any questions.

Steven M. Berube, P.E.
Civil Engineer, AJW-E11A
Federal Aviation Administration
11 Murphy Drive
Nashua, NH 03062
(603) 881-1263 Email: steven.berube@faa.gov

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Town of Nantucket
NANTUCKET MEMORIAL AIRPORT
14 Airport Road
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager
Phone: (508) 325-5300
Fax: (508) 325-5306

June 24, 2014

Sam Hashem, PE
Project Executive
Jacobs Engineering Group, Inc.
1100 North Glebe Road, Suite 500
Arlington, VA 22201

Re: Design Services for the Modernization of the Federal Airport Traffic Control Tower at Nantucket Memorial Airport
Notice to Proceed

Dear Mr. Hashem:

Jacobs Engineering Group, Inc. is hereby authorized to proceed with design services for the above referenced project effective June 24, 2014, in accordance with the scope, terms, and conditions described within the contract documents. This effective date represents the beginning of the contract time for Article B and C Services, as Article A Services have already taken place.

We continue to look forward with working with you on this project.

Respectfully,

Daniel W. Drake
Chairman

DWD/jmt

TOWN OF NANTUCKET
CONTRACT AMENDMENT #1
with
COMPUTER ASSISTANCE SERVICES

Project Name: IT Consultant

Amendment Number: One

Agreement made this 17th day of June, 2014 by the Town of Nantucket, Nantucket Memorial Airport (hereinafter "TOWN") and Computer Assistance Services. (hereinafter "CONTRACTOR").

WHEREAS, on or about the 23rd day of July, 2013, the parties hereto entered in a written contract, copies of which are hereby incorporated by reference; and

WHEREAS, the parties hereto have mutually agreed to modify certain terms of said contract;

NOW THEREFORE, in consideration of mutual benefits, the same previous contract referred to, is hereby modified and changed in the following manner:

Amend Exhibit B., Sec. 1a – Maximum Project Amount
From: *$50,000 Annually (Fiscal Year)*
Any work exceeding this amount will require a written contract amendment.

To:

- *July 23, 2013 – June 30, 2014 Not to Exceed $60,000*
- *July 1, 2014 – June 30, 2015 Not to Exceed $50,000*
- *July 1, 2015 – June 30, 2016 Not to Exceed $50,000*

Any work exceeding this amount will require a written contract amendment.

HOWEVER, each and every one of the other provisions and conditions of said previous contract shall be made and remain in full force and effect, and this amendment shall change said contract only so far as specified herein. This project may be subject to budgetary limits, limiting total funds available hereunder.

THIS AMENDMENT shall be effective as of this 17th day of June, 2014 and shall continue through the 30th day of June, 2016 unless continued by agreement of the parties in writing prior to said termination date.

IN WITNESS WHEREOF, we have hereunto joined in the Agreement as of the date first above written.

COMPUTER ASSISTANCE SERVICES

Schuyler Kuhl, Owner
6/17/2014

TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT:

Daniel W. Drake, Chairman Date

Date

AGREEMENT BETWEEN
NANTUCKET MEMORIAL AIRPORT
AND
COMPUTER ASSISTANCE SERVICES

THIS AGREEMENT made effective July 23, 2013, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Airport Commission with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and Computer Assistance Services, whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the AIRPORT, as described in Article 2.

1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR, on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").

2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.

2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.

2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.

2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.

2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT upon the receipt and production of such items by the CONTRACTOR. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk, unless otherwise agreed to by the CONTRACTOR in writing.

2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the AIRPORT shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.

2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the AIRPORT.

2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the AIRPORT's performance, or failure to perform, any of the AIRPORT's administrative duties under this Agreement, including, but not limited to, the AIRPORT's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

2.10 CONTRACTOR will be required to obtain an airport Identification badge which requires fingerprinting and a criminal history background check. $300.00 deposit required, refundable upon return of badge at contracts end.

ARTICLE 3 - PERIOD OF SERVICES

3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.

3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.

3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the AIRPORT's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.

4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.

4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee. CONTRACTOR understands invoices not received in a timely manner at each Fiscal Year end (June),will require Town Meeting Approval prior to payment being made.

4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.

4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the AIRPORT.

ARTICLE 5 - TERMINATION

5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.

5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.

5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:

(a) unless the AIRPORT terminates for cause under paragraph 5.1, in which event the AIRPORT shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the AIRPORT shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the AIRPORT), all as determined by the AIRPORT in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and

(b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to WORK performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 The CONTRACTOR agrees to indemnify and save the AIRPORT harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the AIRPORT for any and all costs, damages and expenses, including reasonable attorney's fees, which the AIRPORT pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the AIRPORT with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the AIRPORT, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.

b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than $1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.

c) Such additional insurance as may be required to be carried by the CONTRACTOR by law.

d) Such additional insurance as the AIRPORT may reasonably require, as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the AIRPORT twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the AIRPORT. The AIRPORT will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

ARTICLE 7 - GENERAL PROVISIONS

7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.

7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.

7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), CONTRACTOR's Proposal, the RFP and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in Exhibit A or Exhibit B, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving notice to the party's address above by certified mail, return receipt requested
Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:

A. Applicable federal, state and local laws, rules and regulations.
B. Amendments to this Agreement, if any.
C. Exhibits A and B.
D. This Agreement.
E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the AIRPORT.

7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the AIRPORT is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

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

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Daniel W. Drake, Chairman

COMPUTER ASSISTANCE SERVICES

Schuyler Kuhl Title: Owner

FEIN: 20-1004349

Funding Org/Obj: 60482 53100

Approved as to Funds Available

Irene Larivee, Finance Director

EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor**: Computer Assistance Services

2. **State of Incorporation**: N/A

3. **Principal Office Address**: 2 Windy Way, #105
   Nantucket, MA 02554

4. **Description of Services**:
   The contractor will be on call 24/7/365 with a minimum four (4) hour response time, to provide technical assistance and system administration to the Airport, both on site and remotely and will need to provide a cell phone number that is staffed 24/7. The contractor will be responsible for troubleshooting and correcting computer and software problems and maintaining and upgrading the Network to prepare for future needs and to prevent technical difficulties. Specific responsibilities include, but are not limited to, the following:

   A. **Initial Assessment** – Review of the inventory, assessment of the system architecture and equipment for efficiency, recommendations for improving routine support criteria and eliminating emergency maintenance situations.

   B. **Desktop application Support** – Performance of basic support functions, including the installation of PC's, laptops, PDA's, smart boards, printers, peripherals and office software; diagnosis and correction of desktop applications problems, configuring of PC's and laptops for standards applications; identification and correction of user hardware problems, with advanced troubleshooting as needed.

   C. **Server and Workstation Administrative Services**

   - Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability, and recoverability of the systems, including, but not limited to, monitoring server disc space, backups and updates.
   - Scheduling of preventative maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all services performedfor both onsite visits and telephone support; development of operations and quality assurance to insure backup plans and procedures are being followed.??
   - Configuration management, including changes, upgrades, patches, etc is maintained; management of user's are documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.
   - Changes or patches are to come from the OEM or software provider. The airport shall be responsible for licensing costs either independently or through the CONTRACTOR where applicable.

D. Network Administration Services

- Maintenance and support of network equipment, including switches, firewalls, routers and other security devices is included.
- Installation and maintenance of printers, scanners, network devices et al; analysis, routing configuration changes, and installation of patches and upgrades; alert notifications in case of failure of equipment.
- Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required.
- Maintenance documentation for daily, weekly and monthly services performed is required
- Parts for maintenance are not to be included in the cost proposal. The cost proposal shall include rates for labor only.
- Airport may elect to purchase hardware or software through Contractor upon acceptance of a written proposal or through use of a State Contract.

E. Email, Security and Backup Efforts

- Maintenance of Airport email accounts using the agency domain, adding, changing, and/or deleting employee accounts as requested; maintenance of virus detection programs on the servers and user computers and laptops; performance of periodic security audits (at least quarterly), including notification of suspected breaches of security to the Airport Administration are required.
- Configuration of the Airport systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the Airport Administration is required.
- Maintain the requirements for the Airport's data backup policy, with procedures in place to handle daily, weekly, and monthly backup of the computer, data and information, email, and the like; program to restore systems and data if servers and/or computers go down, are required, in addition to ensuring that staff is properly using auto-archive from Outlook email.

A complete list of user names and passwords are to be provided to the Airport Manager or his/her designee which will be kept in a secure environment.

F. **Strategic Planning** – Engineering, planning and design services for major systems enhancements, including installations and upgrades of new or existing systems. Examples include major server upgrades, storage system upgrades, redesign of backup system VOIP System implementation, etc. Provide technical leadership for server technology issues. Make recommendations for future purchasing and technology needs. Install new servers, software and hardware and transfer data when acquired. Successful proposer will be required to work with the Master Plan consultant in development of a long range IT plan.

G. **Project Management and Migration Assistance** – Project management for planned move from current General Aviation, Accounting Office and temporary Administration office to new General Aviation and Administration Offices building in summer of 2013 . It is the airport's intent to have a parallel system up and running in the new facility for the Fixed Base Operator prior to moving the operation. Accounting and Administration departments will need to be relocated utilizing existing equipment. Development of a plan to transition into the new building will be the responsibility of the selected proposer in coordination with the airport. This should include preparing and breaking down the equipment and coordinating the move of internal systems with the movers. Once the equipment is physically moved, set up equipment to its new locations and ensure functionality. Any improvements planned for the new facility will also be implemented at this time.

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports** (§ 2.2): Airport Manager

6. **Term of Agreement** (§3.1): Three Years

7. **Completion Date** (§3.2): June 30, 2016

8. **Additional Insurance Coverage** (§6.2(e)):

EXHIBIT B

PAYMENTS

1. Lump Sum Method

   a. **Maximum Project Amount:** $50,000.00 Annually (Fiscal Year)
   Any work exceeding this amount will require a written contract amendment.

   b. **Payment Increments:** CONTRACTOR shall submit monthly invoices by the fifteenth of the month proceeding delivery of the service. CONTRACTOR understands Fiscal Year End Invoices (June) may be required sooner than the fifteenth; and if not received in time, will require Town Meeting approval prior to payment being made.

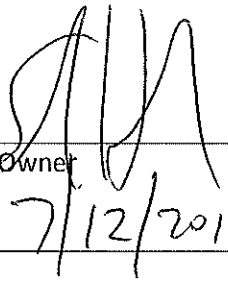
Rate in Figures:	Normal Business Hours	Holidays/Weekends/After Hours
Year 1: 7/1/13 – 6/30/14		
In Person	$ 90 /Hour	$ 90 /Hour
Remote & Phone	$ 90 /Hour	$ 90 /Hour
Year 2: 7/1/14 – 6/30/15		
In Person	$ 95 /Hour	$ 95 /Hour
Remote & Phone	$ 95 /Hour	$ 95 /Hour
Year 3: 7/1/15 6/30/16		
In Person	$ 100 /Hour	$ 100 /Hour
Remote & Phone	$ 100 /Hour	$ 100 /Hour

   c. **Reimbursable Expenses** (if any): Necessary cables, wires, connections with prior approval.

EXHIBIT C

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By: 

Schuyler Kuhl, Owner

7/12/2013

Date

FEIN: 20-1004349

LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated the 1st[h] day of July, 2014 by and between the Nantucket Airport Commission, with a principal place of business at 14 Airport Road, Nantucket, MA 02554 and Sayle's Seafood, with its principal address at 99 Washington Street, Nantucket, MA 02554.

A. The Licensor is the owner of record of a certain parcel of land located at Nobadeer Beach, Nantucket Massachusetts, (hereafter referred to as the "Land") and more particularly described in Exhibit A attached hereto. The Land is held for Airport purposes, and is now unoccupied.

B. The Licensor desires to grant a non-exclusive license in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. The Licensor hereby grants to Licensee a non-exclusive license to enter upon and use the Land subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the Land to the Licensee.

2. Term. The term of this License shall commence on July 1, 2014 and shall terminate on June 30, 2015 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the Licensor at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the Licensee solely for the purpose of conducting occasional catered food functions upon the land, including any additional activities as approved in writing by the Airport Commission. Vehicles may use the worn vehicle paths and are prohibited from the sand dunes. Licensee shall notify Licensor of each event date, start and end time and anticipated attendance, no less than five (5) business days prior to the event.

4. License Fees. In consideration for the use of this license, the Licensee agrees to pay the Licensor the following annual business fee of $1,500, prior to exercising this license.

5. Conduct.

a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to review and control by duly designated representatives of the Licensor.

b. During the exercise of rights hereby granted, Licensee shall at all times conduct itself so as not to interfere with operation of the Licensor within the Land or Licensor's property adjacent to the land.

c. The Licensor shall have the right, at all reasonable times, to enter onto and inspect the Land and to make such improvements or repairs as it reasonably deems necessary.

d. Licensee shall observe and obey directives from the authorized representative of the Licensor, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

e. The Licensee, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the Licensor's representative during the term hereof.

f. The Licensee shall be solely responsible for the upkeep and maintenance of the Licensed Premises. Such maintenance shall include, but not be limited to, the removal of debris from areas frequented by the Licensee. The Town will continue to empty the Town trash barrels.

6. Limited Use of Space. The space shall be used and occupied by Licensee solely for its intended use stated above. The space may not be used for any other purpose. No other commercial activity of any kind whatsoever shall be conducted by Licensee in, from, or around the space without written consent of the Licensor. The Licensee agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Licensor. Licensee shall assure that no fireworks, balloons, kites, or any other obstacle will be present on the premises, which might interfere with the operation of the Airport.

7. Licensor Rights Reserved. Licensor reserves for itself the following rights, which Licensee agrees to observe, and Licensee agrees that the same may be exercised by Licensor and that any such exercise of said rights shall not be deemed to effect an eviction or to render Licensor liable for damages by abatement of the license fee or otherwise to relieve Licensee from any of its obligations.

a. Adopt from time to time rules and regulations not inconsistent with terms of this lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Licensee agrees to comply.

b. To enter upon any premises and facilities of the Licensee upon reasonable advance notice for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Licensor. Licensor in such case is to use its best efforts to avoid disruption of Licensee's operation.

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the licensee. Copies are to be provided to the Airport Manager's office and kept on file. The obligations of the Licensee are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a mobile food concession, from all agencies, boards and officers having

jurisdiction over the same.

9. **INSURANCE: THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR A SINGLE-EVENT INSURANCE CERTIFICATE FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THE EVENT.**

Additional insured:
All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport (Licensor)" as an additional insured, under liability coverage, but only as respects operations of the Named Insured as their interests may appear.

Indemnification. Licensee shall indemnify and hold harmless the Licensor, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the Licensee but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the Licensee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Licensee's premises or otherwise arising out of any acts or omissions of the Licensee's employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.

Liability Insurance. The Licensee shall maintain, with respect to the leased premises, comprehensive public liability insurance, in the amount of $1,000,000, with property damage insurance in limits of $500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Licensee as well as Licensor against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

10. General Use of Airport and Facilities: Licensor shall have the right to operate in the manner authorized by proper governmental authority and agencies, and shall have the following specific rights and privileges:

a. The Licensor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property as described in the License Agreement, together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Nantucket Memorial Airport.

b. The Licensee expressly agrees for itself, its successors and assigns to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical

interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of the pilots, (d) impair visibility in the vicinity of the airport, or (3) otherwise endanger the landing, take-off or maneuvering of aircraft.

c. The Licensor retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (10 feet above ground level) and to remove from said airspace, at the Licensee's expense or at the sole option of the Licensee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Licensee's property for the above purposes. Exceptions to the ten foot height limitation will be reviewed individually upon written submission by Licensee.

d. The Licensee expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servant tenement, it being intended that the lands now and hereafter comprising the Airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid Airport shall cease to be used for Airport purposes.

e. The Licensee for themselves, their heirs, personal representatives, successors in interest and assigns do hereby agree that if any services or activities are to be offered, performed or conducted upon the Land that:

In the exercise of the rights and privileges granted for the furnishing of services to the public, Licensee will

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

f. It is mutually understood and agreed by the parties hereto that nothing contained in this Agreement shall be construed as granting or as authorizing the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.

g. The Licensee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee

shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

h. The Licensee for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities

(2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination

(3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

11. Independent Contractor. It is agreed that Licensee is an independent contractor hereunder and not an agent or employee of Licensor with respect to its acts or omissions.

12. Breach of Covenants. That in the event of breach of any of the above covenants, the Nantucket Memorial Airport shall have the right to terminate the license and to re-enter and repossess said premises and the facilities thereon, and hold the same as if said license had never been made or issued.

13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Licensor.

IN WITNESS HEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

Sayle's Seafood (LICENSEE)	Nantucket Memorial Airport Commission (LICENSOR)
By: _____ C Sayle III	By: _____ Daniel W. Drake, Chairman

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

SAYLE & HENRY, INC.
dba NANTUCKET FISH & DAIRY
dba SAYLES SEAFOOD
P.O. BOX 1062
NANTUCKET, MA 02554

NANTUCKET BANK

25602

53-7013/2113

6/3/2014

CS

COPY

PAY TO THE ORDER OF Nantucket Memorial Airport

~~$1,500.00~~ 1,500.-

One Thousand Five Hundred and 00/100********** DOLLARS

Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02445

MEMO

AUTHORIZED SIGNATURE

Security features included. Details on back.

⑈025602⑈ ⑆211370134⑆ 88 9016480⑈

SAYLE & HENRY, INC. dba NANTUCKET FISH & DAIRY - dba SAYLES SEAFOOD

25602

Nantucket Memorial Airport

6/3/2014

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/3/2014	Bill	NOBADEER 2014	1,500.00	1,500.00		1,500.00
					Check Amount	1,500.00

Main Checking N Ban 1,500.00

5-29-14

My name is Aleta Bicer.
I am the separated mother of three children. My youngest child, Kemal, is 21 and lives with me because he is disabled and in a wheelchair.

I am originally from Arizona, but have lived in Massachusetts since 1998.

I fell in love with Nantucket because of the Ocean, the scenary, the wonderful people and also I find it very handicap accessible.

That is why when I was forced to retire from my job at AT&T I decided I would like to open up a food truck on a beach in Nantucket.

My vision is to be by the Ocean, provide good food to people and ultimately spend more time with my Son.

Pg 2.

My truck will provide hamburgers, hot dogs, French fries, along with fried sea food and some Southern food like fried chicken, ribs and potato salad. We also will have small cupcakes.

I hope to get the opportunity to open my business.

Sincerely

Aleta Ruth Biler

475 Hillman St
New Bedford MA
02740
508-971-7897

ALETA BICER
475 HILLMAN ST (508) 984-1550
NEW BEDFORD, MA 02740

225

53-13/110 MA
36804

6/10/14
Date

Pay to the Order of _____ $ 1500 00

One Thousand Five Hundred — 00/00 Dollars

Security Features Details on Back.

Bank of America

ACH R/T 011000138

For Beach Lineage Nantucket

MP

⑆011000138⑆ 004626933227⑈0225

Harland Clarke

ISLAND BREEZES®

FUEL SUPPLY AGREEMENT

THIS AGREEMENT is made this 1 day of ~~June~~July, 2014 (the "Effective Date") between **NANTUCKET MEMORIAL AIRPORT** ("**Customer**"), a Massachusetts municipality located at 14 Airport Road, Nantucket, MA 02554 and **WORLD FUEL SERVICES, INC. (**"**Seller**"), a Texas corporation located at 9800 N.W. 41st Street, Miami, FL 33178.

WITNESSETH:

WHEREAS, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

WHEREAS, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. Scope. During the term of this Agreement Seller and Customer agree as follows:

(i) Seller agrees to sell and Customer agrees to purchase all of Customer's requirements for branded aviation gasoline, jet fuel, and any other products sold and identified hereunder exclusively from Seller and that it will not purchase any such fuels or products from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline or Jet A fuel purchased hereunder shall be used or sold for non-aviation use.

(ii) Seller offers a comprehensive Contract Fuel Program, and in the event Customer engages in contract fuel sales, Customer agrees to use Seller's Contract Fuel Program exclusively. Customer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other supplier's Contract Fuel Program.

2. Duration and Renewal. This Agreement shall be for an initial term of 3 years beginning on the Effective Date.

3. ~~-~~Pricing.

(a) Unless otherwise agreed in writing by the parties, the price per gallon for Avgas 100LL petroleum sold hereunder shall be a commercially reasonable market rate, as reasonably determined by Seller. Prices are exclusive of all Taxes (as defined in Section 10 hereof) or third-party additives, freight charges, surcharges and fees, provided that Customer shall not be responsible for Taxes, additives, freight charges, surcharges and fees unless they are directly attributable to the petroleum sold to Buyer hereunder. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations, provided that Customer may terminate the Agreement without penalty upon thirty (30) days written notice if, in good faith, it objects to such adjustment. Price changes will take effect as driven by market conditions and will be effective the date of notification.

(b) The price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's NY Harbor JetA Barge "mean" plus the price differential of $.2273. Prices are exclusive of all Taxes (as defined in Section 10 hereof)~~,~~ or third-party additives, freight

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charges, surcharges and fees, provided that Customer shall not be responsible for Taxes, additives, freight charges, surcharges and fees unless they are directly attributable to the petroleum sold to Buyer hereunder. Notwithstanding any written agreement to the contrary, ~~I~~if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its price at affected locations, provided that Customer may terminate the Agreement without penalty upon thirty (30) days written notice if, in good faith, it objects to such adjustment. Price changes will take effect as of the date of notification.

4. Product and Product Standard. The products to be sold hereunder are Jet A Turbine Fuel and 100LL Aviation Gasoline. Jet A Turbine Fuel produced by a refinery in the United States shall meet ASTM D 1655, latest revision, and Jet A Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23-97. 100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D 910, and 100LL aviation gasoline produced by a refinery in Canada shall meet CAN/CGSB-3.25-94. Seller warrants title to the products delivered hereunder, that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Credit and Payment Terms. Payment by Customer shall be made by means of The Town of Nantucket check or electronic funds transfer, and the terms shall be net 30 days subject to credit approval by Seller. Past due (undisputed) amounts shall accrue interest at a rate of one percent (1.0%) per month, or the maximum rate permitted by applicable law, whichever is less. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries.

6. *Force Majeure*. Neither party shall be liable for its failure to satisfy its obligations hereunder as a result of any cause beyond its control, including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout (excluding strikes or lockouts of World Fuel employees), or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such *force majeure* interruption occurs with respect to Seller's supply, Seller may, subject to Customer's approval, substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such *force majeure* interruption may exist and has caused the unavailability of the fuel for which the reduction is made.

7. Title and Risk of Loss. Title and risk of loss of fuel sold to Customer shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle. Seller agrees that all fuel shall pass to Customer free of any liens, claims, security interests or other encumbrances.

8. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

9. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers upon delivery or as reasonable soon as available. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day.

Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within three (3) hours or, if longer, the time allowed therefor without demurrage or other charge. All deliveries of aviation fuels shall be in full bulk transport quantities unless otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

Notwithstanding anything to the contrary in this Agreement or any other agreement between Customer and Seller, in delivering aviation fuels to Customer and while on Customer's property, Seller (i) shall exercise, and shall cause its employees, agents and contractors to exercise, reasonable care and diligence; (ii) shall take, and cause its employees, agents and contractors to take, all safety precautions; (iii) shall comply with Customer's safety and security procedures; and (iv) shall be fully responsible for the acts and omissions of its employees, agents, representatives, and contractors.

10. Taxes. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"). Any local, state, or federal Taxes that are directly attributable to the aviation fuels purchased by Customer hereunder and imposed upon retail customers of such fuels shall be added to the applicable price and shown as an individual invoice line item. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable to the extent permitted by law. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this section shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes. Notwithstanding the foregoing, Seller understands and acknowledges that Customer is exempt from sales taxes pursuant to Massachusetts General Laws Chapter 64H, § 6(d), and no such taxes shall be included on any invoice.

11. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer and Seller shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the Department of Transportation and those relating to the, production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. To the extent permitted by law, Customer agrees to reasonably assist, at Customer's sole discretion, in the administration of any promotional programs Seller or its suppliers may establish for its customers.

12. Oil Spills. If Customer or Seller becomes aware that a petroleum product spill has occurred on Customer's property during delivery of such product by Seller or its agent, Customer and Seller shall promptly notify the other and, if and to the extent required by law, the appropriate governmental authorities. The Parties agree in good faith to reasonably cooperate in the event of any such spill.

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13. Insurance.

Customer and Seller shall maintain the insurance listed on their respective certificates insurance in Exhibit A, attached hereto.

14. Quality Control. Customer shall comply with any reasonable quality control procedures prescribed by Seller and its supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall as soon as practicable report to Seller any accident or incident involving a fueled aircraft. Any claim made by Customer for deficiency in product quality or quantity shall be made as soon as practicable after delivery, unless Customer was unaware of such deficiency, in which event Customer shall so notify Seller as soon as practicable after becoming aware of such deficiency, provided that Customer's good faith failure to so notify Seller shall not relieve Seller of its obligations hereunder.

15. Termination.

(a) Seller or Customer may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving the other Party thirty (30) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and the non-terminating Party fails to cure such breach within the applicable notice period: (i) a Party breaches or defaults on any covenant, condition or other provision of this Agreement, the branding schedule, note, security agreement, lease, or any other agreement of the parties; (ii) a Party fails to pay to the other Party in a timely manner when due any and all sums to which such other Party is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by either Party of trademarks utilized by Seller occur, or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by either Party relevant to such Party's performance of this Agreement occur; or (iv) a Party becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 17(a)(ii), in addition to all other rights hereunder, a Party may immediately suspend performance hereunder or terminate this Agreement without giving the other Party an opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the term of this Agreement, such sales shall be upon all of the terms and conditions hereof, except that the relationship of the parties may be terminated at will by either Party.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate. In addition, upon termination of this Agreement, any and all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any undisputed, unpaid amounts owing for aviation fuel previously delivered hereunder, any remaining Business Development Funds, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

16. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail and facsimile transmission to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided above.

(b) Entire Agreement. This Agreement, the attached branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement

between the parties. The parties agree to negotiate a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 above. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) Assignment; Waiver. This Agreement may not be assigned by Customer or Seller, either voluntarily, involuntarily, or by operation of law, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Fuel and/or services may be provided by an Affiliate of Seller. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(d) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Massachusetts without regard to conflict of laws provisions. Seller hereby consents to the jurisdiction of any state or federal court situated in Nantucket County, Massachusetts and waives any objections based on forum non conveniens with regard to any actions, claims, disputes or proceedings relating to this Agreement, any related document, or any transactions arising therefrom, or enforcement and/or interpretation of any of the foregoing.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

NANTUCKET MEMORIAL AIRPORT	**WORLD FUEL SERVICES, INC.**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

_____

By: _____

Title: _____

Date: _____

EXHIBIT E

REFUELER LEASE AGREEMENT

This document outlines the terms and conditions under which World Fuel Services, Inc. (Lessor) agrees to lease a refueler (Refueler) to the Lessee (Lessee) indicated below. The terms and conditions shall continue until modified as provided herein by either of the parties hereto.

Lessor: **World Fuel Services, Inc. – Ascent Aviation Group, Inc.**
One Mill Street
Parish, NY 13131

Lessee: **Nantucket Memorial Airport**
14 Airport Road
Nantucket, MA 02554
508-325-5300

Refuelers: See Attached Exhibit "C".

1. **Term** – This Agreement and all obligations herein shall begin on **May 1, 2014** and shall continue for a period of at least three (3) years or until terminated as provided for herein. After this initial lease term has expired, this Agreement will renew ~~automatically~~ on a month-to-month basis at the election of Lessee, which election shall be made, if at all, in writing at least ~~until terminated by either party giving~~ 90 days in advance of the expiration of the Term, ~~written notice to the other~~.

2. **Payments** – Lessee shall pay Lessor the total sum of **See Attached Exhibit "C"** US Dollars per month ~~plus any~~ applicable taxes for the Lease of said Refueler. This sum is payable and due on the first of each month and shall be reflected on an invoice to be furnished to Lessee at least 30 days prior to the due date, and any such payment, so invoiced, not received by the ~~14~~30th of each month shall be subject to interest stated herein, if any.

3. **Delivery and Return of Refueler** – Lessor, at its cost, will arrange to have the Refuelers delivered to Lessee. Lessor, for Lessee's account, shall arrange to have all meters calibrated in accordance with local and state requirements prior to delivery. At the termination of this Lease Agreement, Lessee shall be responsible for return costs of said Refuelers, not to exceed $2,500.00 for each, in the same condition in which it was received by Lessee, reasonable wear and tear accepted. Lessee is responsible for all reasonable costs associated with the application and removal of any customer and/or site specific decals and imaging. Upon non-compliance of said Lease by Lessee, Lessor shall have the right to demand possession of said Refueler at any time.

4. **Condition of Refueler** – It represented by Lessor that the Refueler provided hereunder will be in good and safe condition, well-maintained in accordance with manufacturer's recommendations, and operable when delivered; but, other than as stated in the preceding clause, Lessor makes no warranties, express or implied, concerning same. Without making itself a party to any warranties, and without becoming liable thereon, Lessor agrees to make available for the benefit of Lessee any warranties which Lessor has or may obtain from manufacturers, dealers or sellers of said Refueler. Lessee or Lessee's agent will visually inspect the Refueler at the point of delivery and sign a Bill of Lading acknowledging receipt of the same, ~~prior to accepting it, and represents that it is qualified to do so~~provided that notwithstanding such inspection or anything to the contrary in such Bill of Lading, Lessee shall not be relieved of its obligation to furnish a Refueler in the condition set forth herein. ~~A Bill of Lading, signed by Lessee or Lessee's agent, shall be proof that Lessee has inspected and accepted the Refueler in satisfactory condition, provided that any inspection or acceptance by Lessee shall not relieve Lessor of its obligation to deliver a well-maintained and operable Refueler~~.

5. **Maintenance of Refueler –**

   LESSOR MAINTENANCE. Under this Agreement, Lessor will provide maintenance-free refueler leases to Lessee; with ~~Seller~~Lessor thus being responsible for all refueler maintenance including annual inspection and filters. Lessor's maintenance responsibilities exclude refueler tires and batteries. Maintenance-free lease also covers normal wear and tear items such as bonding reels, bonding cables, dust caps and hoses per Nantucket Memorial Airport RFP dated December 3, 2013.

6. **Operation of Refueler** – Refueler shall be used only for dispensing fuel purchased from Lessor unless otherwise agreed to in writing. Lessee shall exercise ~~direct~~ reasonable control over all persons who operate the Refueler and shall ~~require insure~~ use reasonable efforts to cause~~that~~ such persons operate the Refueler safely and in accordance with all laws, ordinances, rules and regulations, which apply to the use of refuelers on airports. Lessee agrees to use the Refueler only for the purpose for which it is intended. This Refueler may not be driven on public streets and highways nor used by a third party without the express written consent of Lessor. For avoidance of doubt, employees of the Town or Airport and third-party contractors under contract with the Town or Airport shall not be deemed a third party disqualified from use in the preceding sentence.

Commented [rth1]: Should be exempt from any tax.

Commented [rth2]: Are only Town/Airport employees allowed to operate?

7. **Inspection of Refueler** – Upon forty-eight (48) hours' written notice, Lessee shall afford Lessor and/or its designated representatives access to the premises where the Refueler is located for the purpose of inspecting such Refueler and all applicable maintenance or other records relating thereto at any reasonable time during normal business hours and at Lessor's sole cost and expense.~~; provided, however, if a Default or Event of Default shall exist, no prior notice or other limitation shall apply to Lessor's inspection rights and any such inspection shall be at Lessee's expense.~~ Lessee shall, whenever reasonably requested by Lessor, advise Lessor of the exact location of the Refueler. While on Lessee's property, Lessor shall comply with all safety requirements of Lessee.

8. **Not Used.**

9. **Insurance** – Lessee shall provide and maintain at all times the following insurance and name Lessor (To be shown as: World Fuel Services, it's affiliates, subsidiaries, and the directors, officers, agents and employees of each.) as additionally insured and this insurance shall be primary and non contributing over all collectible insurance including self insurance: Commercial General Liability with limits not less than $1,000,000 each occurrence and $2,000,000 annual aggregate. Such coverage must include Airport Premise/Operation and Products/Complete Operations. Other insurance required includes; independent contractors; personal injury liability; contractual liability; workers compensation covering all employees of Lessee; and physical damage coverage covering the value of any leased equipment. As on-site operator, Lessee must provide pollution and remediation liability insurance with limits at least $1,000,000 that includes coverage for a spill or release cleanup. Certification of such coverage including Commercial Umbrella coverage (if in force), shall be provided by Lessee, and not be changed or canceled without at least thirty (30) days prior written notice to Lessor.

10. **Title to Refueler** – Title to the Refueler remains with Lessor and or third party throughout the term of the Agreement. Lessee shall not encumber the Refueler in any way. Lessee does not have any ownership interest in the Refueler and may not assign the Refueler or this Agreement to anyone without the express written consent of Lessor, which shall not be unreasonably withheld or delayed. During the term of this Agreement, Lessor shall have the option of substituting the Refueler identified above with refuelers of substantially similar specifications. Substituted refuelers shall be subject to Lessee's approval and are subject to the terms and conditions of this Agreement. Substitutions will not cause increases in the amount of the payments due under this Agreement.

11. **Default** – If Lessee defaults in any of its obligations of this Agreement, other than lease payments, Lessor shall give written notice to Lessee concerning the nature of the default. If such default is not corrected within 30 days of such notice, Lessor shall have the right to terminate the Agreement. Should this Agreement be terminated for this or for any other reason whatsoever, Lessor shall have the right to take immediate possession of the Refueler without demand or legal process and free of all rights of Lessee, provided that nothing in this section constitutes authority of Lessor to enter upon secure areas of the Airport. ~~Lessee specifically waives any right of action it might otherwise have arising out of such entry and repossession, whereupon all rights of Lessee in the Refueler or its contents shall terminate immediately. In the event of any action, legal or equitable, by either party to enforce this Agreement or any of its provisions, the prevailing party shall be allowed a reasonable attorney's fee to be set by the court and taxed as costs in the action.~~

12. **Not Used.** **[*** Does this mean there is a law preventing "Acceleration"?]**

13. **Notices** – All notices required to be given, shall be in writing and posted or hand delivered to the addresses shown above.

14. **Governing Law & Venue** – This Agreement, and the rights and obligations of the parties hereto, shall be determined in accordance with the laws of the State of Massachusetts, notwithstanding the place where the Refueler may be used or the place to where it is delivered. In the event of legal action between the parties, the venue of said action shall be the State of Massachusetts.

15. **Assignment** - Lessee or ~~Lessee~~ Lessor shall not assign this Lease without the written consent of the other. This Refueler may be owned by a third party and leased by Lessor, and this Lease Agreement may be subordinate to such Lease. In the event that such third party becomes entitled to possession of this Refueler and Lessor is not in default of the Lease, Lessee agrees to continue abide by ~~such~~ this Lease or, subject to applicable laws, negotiate ~~enter into~~ a new lease with such third party.

16. **Entire Agreement** – The terms and conditions of this Agreement constitute the entire Agreement among the parties with respect to the leasing of the Refueler and supersede all previous negotiations, representations or agreements between the parties, whether written or oral. If any part of this Agreement is deemed to be unenforceable, the remainder of this Agreement shall remain in full force and effect. Only a written instrument executed by Lessor and Lessee may amend this Agreement.

Commented [RTH3]: Airport must confer with its insurer to determine if it can meet these requirements.

Commented [rth4]: Are these refuelers in secured Airport locations? If so, you can't just walk out to the tarmac and take a truck?

Commented [rth5]: Not sure what this question is?

In Witness Whereof, the parties have hereby agreed to all of the above terms and conditions as of the date last indicated below.

For Lessor:	_____	For Lessee:	_____
Print:	_____	Print:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT "C" ATTACHED TO
REFUELER LEASE AGREEMENT

Lessor: **World Fuel Services, Inc. – Ascent Aviation Group, Inc.**
One Mill Street
Parish, NY 13131

Lessee: **Nantucket Memorial Airport**
14 Airport Road
Nantucket, MA 02554
508-325-5300

REFUELER DESCRIPTIONS:

Asset # 4390
2013 Ford 1000 Gallon Avgas Refueler
VIN: 1FDUF4GY2DEA85978
Value: $85,000.00
Lease Rate: $795.00/month
Term: 05.01.14-04.30.17

Asset # 4391
2013 Ford 1000 Gallon Avgas Refueler
VIN: 1FDUF4GY4DEA85979
Value: 85,000.00
Lease Rate: $795.00/month
Term: 05.01.14-04.30.17

Asset # 5262
2011 Int'l 5000 Gallon Jet A Refueler
VIN: 1HTWCAAR0CJ392547
Value: $183,000.00
Lease Rate: $1,950.00/month
Term: 05.01.14-04.30.17

Asset # 5376
2011 Int'l 5000 Gallon Jet A Refueler
VIN: 1HTWCAAR2CJ397605
Value: $201,025.00
Lease Rate: $1,950.00/month
Term: 05.01.14-04.30.17

New 5000 Gallon Jet A Refueler

VIN:

Value: $210,000.00

Lease Rate: $1,950.00

Term: date of delivery to 04.30.17

In Witness Whereof, the parties have hereby agreed to all of the above terms and conditions stated in **Exhibit "C"**, as of the date last indicated below.

For Lessor:	_____	For Lessee:	_____
Print:	_____	Print:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

BRANDING AGREEMENT

PHILLIPS 66 BRAND

During the term of this Branding Agreement, Customer is authorized to and shall offer Company Products for sale under the Company Marks subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement ("FSA") at the locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this schedule and the Fuel Supply Agreement are hereafter referred to as the "Company Products." Each of the following petroleum products shall be ~~continuously~~ stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.

2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed immediately ~~at any Locatio~~adjacent to~~n~~ where Company Products are offered without the express written consent of Seller.

3. Customer agrees that it will not knowingly use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in compliance with ~~those~~reasonable standards and procedures ~~established from time to time by Company and~~ applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Customer shall reasonably cooperate with Company regarding implementation of S~~s~~uch standards and procedures, which may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Seller may, as it deems appropriate, conduct periodic tests or inspections to of the manner by which Customer is displaying Branded Materials~~confirm Customer's compliance with its obligations hereunder~~.

4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to a site specific co-mingling agreement. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. ~~Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion.~~

5. Customer shall accept and honor for payment all Company Accepted Credit Cards and Debit Cards as outlined in the then current Company Credit Card Guide and subject to the terms thereof. "Company Accepted Credit Cards" are defined in the Company Credit Card Guide, which is incorporated herein by this reference, and which may be revised from time to time or discontinued at Company's sole discretion, and which may be supplemented with Company's marketing website communications, and other forms of notification to Customer (all referred to collectively as the "Credit Card Guide"). Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide. Customer shall use Company's approved Electronic Point of Sale ("EPOS") devices for transaction processing.

6. Customer may be eligible to enroll in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program (the "Excess Liability Program"). In order to apply for enrollment, Customer must complete the following documents relating to the P66 Excess Liability Program and submit them to Company: (1) Invitation to Enroll; and (2) Letter of Understanding. Customer shall be required to meet such eligibility requirements as established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company.

7. Upon termination of this ~~Schedule~~Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at ~~its own~~Seller's or Company's expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.

8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes.

9. This ~~Schedule~~ Agreement shall have the same term as the Fuel Supply Agreement and shall terminate only when the Fuel Supply Agreement terminates, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the material requirements of this Branding Schedule; or (b) if a new Branding ~~Schedule~~ Agreement is substituted for this Agreement pursuant to the terms of the Fuel Supply Agreement. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the Fuel Supply Agreement and the approval of Customer, which shall not be unreasonably withheld.

10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.

11. The term "**Company**" as used in this Agreement refers to **Phillips 66 Company** as owner of the brands, marks, and other intellectual property which is the subject matter of this Agreement. The term "**Seller**" as used in this Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the Fuel Supply Agreement) in its capacity as "Seller" under the Fuel Supply Agreement.

Commented [RTH1]: I assume this is something the Airport can do?

12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Branding Agreement which is made effective as of the of May, 2014.

NANTUCKET MEMORIAL AIRPORT **WORLD FUEL SERVICES, INC.**

By:____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	JUN 13 2014
Airport/Planning Area	Nantucket Memorial Airport
AIP Grant Number	3-25-0033-059-2014
DUNS Number	60-628-7670

TO: Town of Nantucket, Massachusetts, acting by and through the Nantucket Airport Commission (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 1, 2014, for a grant of Federal funds for a project at or associated with the Nantucket Memorial Airport, which is included as part of this Grant Agreement; and

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

Purchase Aircraft Rescue and Fire Fighting Vehicle,

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $573,750. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

   $0 for planning

   $573,750 for airport development or noise program implementation

   $0 for land acquisition.

2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 28, 2014**, or such subsequent date as may be prescribed in writing by the FAA.

7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner 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 dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or

other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is 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. **System for Award Management (SAM) Registration And Universal Identifier.**

   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

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

      1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

      2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

      3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

    By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
    A. may not be increased for a planning project;
    B. may be increased by not more than 15 percent for development projects;
    C. may be increased by not more than 15 percent for land project.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

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

19. **Trafficking in Persons.**
    A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
        1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
        2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
        3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
    B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
        1. Is determined to have violated the Prohibitions; or
        2. Has an employee who the FAA determines has violated the Prohibitions through

conduct that is either—

a. Associated with performance under this agreement; or

b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit A Incorporated by Reference.** The Exhibit "A" updated October 3, 2003, filed with AIP Project 3-25-0033-040-2005, is incorporated herein by reference.

SPECIAL CONDITIONS

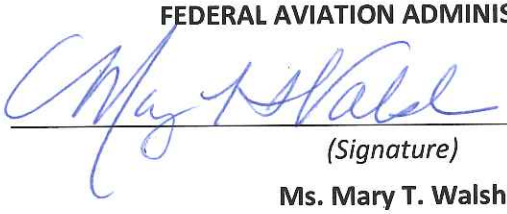
21. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between the Town of Nantucket, Massachusetts, as principal, and the Massachusetts Aeronautics Commission, as agent, created by an Agreement of Agency dated June 21, 1972, which is incorporated herein by reference. The sponsor agrees that said Agreement of Agency will not be amended, modified or terminated without the prior written approval of the FAA.

22. ARFF and SRE EQUIPMENT AND VEHICLES: The Sponsor agrees that it will:

1) house and maintain the equipment in a state of operational readiness on and for the airport;
2) provide the necessary staffing and training to maintain and operate the vehicle and equipment;
3) restrict the vehicle to on-airport use only;
4) restrict the vehicle to the use for which it was intended; and
5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Ms. Mary T. Walsh

(Typed Name)

Manager, Airports Division, New England Region

(Title)

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.[1]
Executed this _____ day of _____, _____.

Town of Nantucket, Massachusetts, acting by and through the Nantucket Airport Commission

_____
(Name of Sponsor)

_____
(Signature of Sponsor's Designated Official Representative)

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

Title: _____
(Typed Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the Commonwealth of Massachusetts. 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 _____ this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

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

Town of Nantucket
NANTUCKET MEMORIAL AIRPORT
14 Airport Road
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager
Phone: (508) 325-5300
Fax: (508) 325-5306

June 20, 2014

Mr. David M. Chamberlain, PE
Northeast Aviation Manager
Jacobs Engineering Group, Inc.
343 Congress Street
Boston, MA 02210

Dear Mr. Chamberlain:

On March 28, 2014, we met at your request as part of Jacob's "Client Satisfaction and Expectation Survey". At that time I expressed my concerns about the following:

- A general lack of respect for staff time
- The selection process of the IFE for the Master Plan that was done without Airport knowledge, potentially putting the Airport in jeopardy
- That the Airport seriously considered cancelling the Master Plan selection due to high cost and low perceived value, and only continued the relationship because of the negative effect of cancellation on grant deadlines
- A lack of consultant understanding of the Airport's goals and objectives in the Master Plan, including
    - Community outreach
    - Financial planning
    - Air Service passenger profile
    - Alternative analysis
- Repeated and basic "Cut and Paste" errors throughout the Master Plan, and the promotion of these errors through successive drafts
- A disorganized Master Plan website, where Airport staff were expected to provide updates
- Incomplete preparations for meetings
    - Audio/Visual for all Advisory Committee meetings has been far below professional standards, and
    - Staff were unprepared for Airport Commission briefings

To date, the only change that has taken place to address any of these concerns, has been the implementation of a weekly report (which has since changed to a bi-weekly report). Our Commission has expressed their concern with these reports being a "Cut and Paste" effort attributable to Mr. Richardson.

Recently, I had a discussion with Mr. Richardson regarding the status of the Master Plan. This project is currently far from meeting our expectations. In my opinion, it appears that the Public Outreach portion has taken the lead at the expense of the planning process. In my experience with airport Master Plans (and my understanding of Advisory Circular 150/5070-6B), after preparing the Inventory of Existing Facilities and the Forecast, the planning process should identify any standards that are not being met as well as specific issues an airport may face or could result from the projected Forecast. The Alternative Analysis portion should then provide just that: Alternatives and Analysis. This has not been done. The only Alternatives or Analysis presented to the Master Plan Advisory Group have been either rehashed schemes (south apron extension, parallel taxiway to 15/33) or single ideas developed by Airport staff (terminal holdroom solution, GSE storage expansion). To date, I have yet to see an organized approach that sufficiently identifies the current and future issues, potential alternatives to address these issues, criteria for analyzing how the alternatives will address the issues - with their associated advantages and disadvantages, and/or recommended alternatives. This work should have been completed and presented to the Airport Commission and Master Plan Advisory Group for decision and input prior to drafting the Airport Layout Plan. Without that analysis, this project is not a comprehensive Master Plan, but simply a collection of random ideas.

Throughout the Master Plan process, the Advisory Group meetings have taken the shape of a Business Plan, as indicated by slide templates used from the Airport Cooperative Research Program Report 77, entitled "Guidebook for Developing General Aviation Airport Business Plans". However, as identified in this same report, although the Master Plan is related to an airport's Business and Strategic plans, they are not the same.

I discussed these matters with Mr. Richardson earlier this week, instructing him to develop a plan to address these issues, and asking that he respond to me by today. While I am hopeful that this proposed resolution will address the immediate issues associated with the Master Plan, I also expect that something be done to address the Airport's concerns discussed during our March 28th meeting.

I would appreciate your attention to these matters, as I am hopeful that Jacobs is sincere in their concern for Customer Satisfaction and Expectations.
Sincerely,

Thomas Rafter, A.A.E.
Airport Manager

Cc. Nantucket Airport Commission

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

Federal Aviation Administration
New England Region

12 New England Executive Park
Burlington, MA 01803

June 11, 2014

Mr. Tom Rafter
Airport Manager
Nantucket Memorial Airport
30 Airport Road
Nantucket, Massachusetts 02554

Nantucket Memorial Airport
Nantucket Massachusetts
2014 Annual Certification Inspection Close-Out

Dear Mr. Rafter:

The periodic inspection of Nantucket Memorial Airport was conducted on June 3-5, 2014. The inspection revealed that the airport is being operated in compliance with 14 CFR Part 139, the Airport Certification Manual and the Airport Operating Certificate.

We commend you for the procedures that you are using in the day-to-day operation the airport. The appearance of the airport indicates that they are effective.

Thank you for your cooperation during the inspection and please do not hesitate to call if you have questions regarding the operational safety of the airport.

Sincerely,

Laurie Jane Dragonas
Lead Airport Certification Safety Inspector
Airports Division
New England Region

Comments & Safety Recommendations for Nantucket Memorial Airport

The following comments and recommendations concerning aviation safety are based on observations made during your 2014 inspection.

ATCT sight lines
It has been reported that tower personnel have poor visibility of aircraft at the RWY 33 threshold and obstructed visibility of aircraft parked at JetBlue's gate. We recommend the airport and the ATCT explore the use of video cameras to enhance visibility.

Fueling Inspection Checklists
We recently reviewed and approved new inspection checklist for the airport operated fueling facilities. We recommend that the inspectors make note on the checklist of: the actual fuel flow rate; the calculated 5% of the flow rate; and the actual gallons flowed after activation of the deadman and EFSO.

Maintenance of FAA Navaids
We noted that several facilities owned and maintained by FAA have experienced unusually lengthy outages. This has been the case with the obstruction lights on top of the mid-point RVR that have been out since March 26, 2014. The approach lights for RWY 24 were out of service from January 8, 2014 until March 17, 2014. Although we know that some of the technicians are coming from off island, and weekly work orders and letters have been sent to Sean Casey, it appears as if the notification measures used so far have been not been effective in getting a timely response. We recommend the airport manager continue to communicate with Technical Operations management until these problems are resolved.

New Navaids Access Roads
We examined the new Navaid access roads at the extension of RWY 33 during your annual inspection and have determined that appropriate signage should be installed as soon as possible to protect the runway from vehicles using these roads. The new signs must also be included on a revised Sign & Marking Plan.

A "STOP" sign, a "Do Not Proceed" sign and a "Runway Hold Sign" are needed at the REILS access road where is intersects with the runway end on the east side. We determined that the road to the new PAPI installation should NOT connect RWY 33 to TWY Charlie. We recommend that the roadway east of the PAPI boxes be removed. The same signage as above is needed for this road at the intersection with the west side of RWY 33.

Sign and Marking Plan (SMP) Revisions
As mentioned previously, we have requested two corrections to the SMP in addition to the new signs mentioned above. The Red SIDA marking should be moved to the taxi-lane OFA edge of TWY Hotel. We request that the taxi-lane OFA also be shown

on the SMP. Although Sign #226 is correct in the field, it is depicted incorrectly on the SMP.

Snow Removal Equipment (SRE)
After a review of the existing fleet of snow and ice control equipment, the FAA inspector recommends the acquisition of an additional blower to enhance airfield snow removal operations and improve the effectiveness of airfield maintenance staff during snow events.

Training Records
In general the records of training look great and we have noted significant improvement in record keeping and training in recent years. We recommend that the records for maintenance personnel be revised, specifically tailored to only the subjects required for their group.

Nantucket Memorial Airport

Monthly Statistical Report

(May 2014)

Nantucket Memorial Airport

Operations FY2013 vs. FY2014

FY 2014

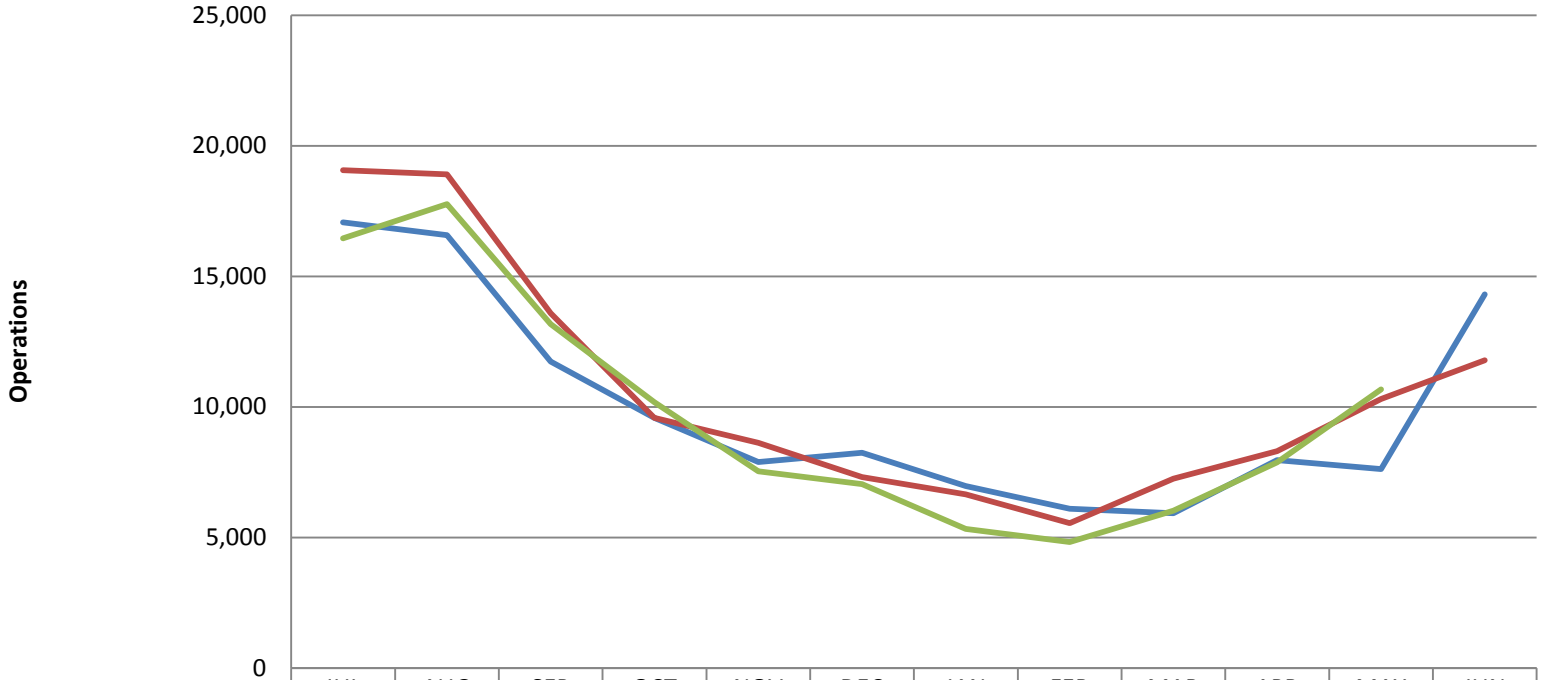
			CY 2013						CY 2014						
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
ITINERANT		Air Carrier	199	201	115	52	0	0	0	0	0	0	65		632
		Air Taxi	11,154	11,707	9,099	7,487	5,677	5,239	4,174	3,655	4,694	5,875	7,420		76,181
		General Aviation	4,980	5,790	3,809	2,481	1,755	1,759	1,111	1,066	1,307	1,927	3,109		29,094
		Military	104	39	129	134	68	24	44	91	22	62	53		770
	TOTAL	Intinerant	16,437	17,737	13,152	10,154	7,500	7,022	5,329	4,812	6,023	7,864	10,647		106,677
LOCAL		Civil	22	18	16	30	28	18	0	9	8	6	24		179
		Military	0	6	2	0	4	0	0	0	0	0	4		16
	TOTAL	Local	22	24	18	30	32	18	0	9	8	6	28		195
	TOTAL	Operations	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675		106,872
		% Change	-13.66%	-6.02%	-3.08%	6.29%	-12.66%	-3.68%	-19.80%	-13.07%	-16.89%	-5.24%	3.62%	-100.00%	-15.78%

May 2013 vs. May 2014 up 3.62%
YTD Down -7.16%

YTD	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	% Change
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5928	7966	7,618		98,043	
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7257	8305	10,302		115,119	17.42%
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6031	7870	10,675		106,872	-7.16%

Nantucket Memorial Airport

Operations FY2012- FY2014



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5,928	7,966	7,618	14,315
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	11,779
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	10,675	

Nantucket Memorial Airport

Passenger Enplanements FY2013 vs. FY2014

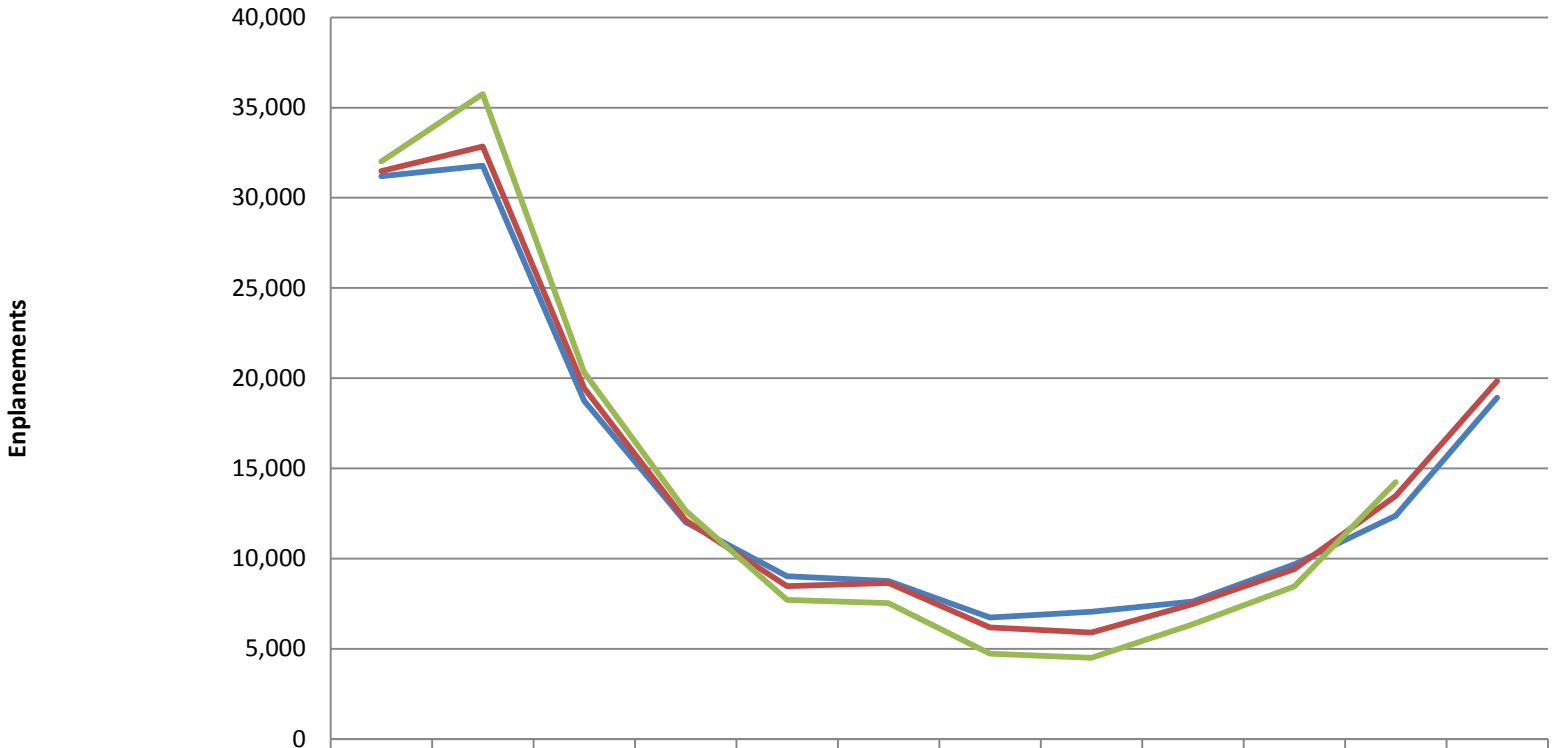
FY2014		CY 2013						CY 2014						
	AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	Cape Air *(KAP)*	7,158	8,526	6,411	3,739	1,685	1,930	989	947	1,201	1,779	2,922		37,287
	Piedmont/United	3,005	3,033	0	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*		6,038
	Continental Connection *(Comut air)*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	0
	Delta Express *(Freedom Air)*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	0
	Delta Airlines	2,720	3,238	910	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*		6,868
	Island Air *(ISA)*	6,277	6,558	5,727	4,932	4,140	3,942	1,346	2,207	3,150	4,187	4,848		47,314
	JetBlue Airways	7,536	8,406	4,520	*1,505*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	3,483		25,450
	Nantucket Air *(ACK)*	2,402	2,812	2,243	2,339	1,787	1,541	2,384	1,340	1,999	2,375	2,648		23,870
	Tradewind Aviation	*905*	*957*	*326*	*150*	*105*	*121*	9	12	8	112	329		3,034
	USAirways *(Air Wisconsin - AWI)*	2,006	2,228	193	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*	*Closed*		4,427
	Monthly Total	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230	0	154,288
	% Change Prior Year	1.67%	8.85%	4.53%	4.41%	-8.95%	-12.87%	-23.53%	-23.54%	-15.01%	-10.14%	5.57%		

May vs. May Up 5.57%
YTD Down -0.77%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	% Change
Enplanements FY 2012	31,199	31,788	18,744	12,012	9,029	8,752	6,729	7047	7627	9674	12381		154,982	
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5893	7481	9407	13479		155,481	0.32%
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230		154,288	-0.77%

Nantucket Memorial Airport

Passenger Enplanements FY2012 - FY 2014



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Enplanements FY 2012	31,199	31,788	18,744	12,012	9,029	8,752	6,729	7,047	7,627	9,674	12,381	18,924
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	7,481	9,407	13,479	19,847
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	14,230	

Nantucket Memorial Airport

		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTALS:
ACK-BOS														
CAPE AIR		2360	3944	4924	4235	2753	1248	1480	696	697	869	1252	1976	
JET BLUE		1687	2465	2699	937	0	0	0	0	0	0	0	17	
	TOTAL:	**4047**	**6409**	**7623**	**5172**	**2753**	**1248**	**1480**	**696**	**697**	**869**	**1252**	**1993**	**34239**
ACK-DCA														
AIR WISCONSIN		451	2006	2228	193	0	0	0	0	0	0	0	0	
	TOTAL:	**451**	**2006**	**2228**	**193**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4878**
ACK-EWB														
CAPE AIR		816	1457	1615	948	475	138	135	66	73	93	186	482	
	TOTAL:	**816**	**1457**	**1615**	**948**	**475**	**138**	**135**	**66**	**73**	**93**	**186**	**482**	**6484**
ACK-EWR														
CONTINENTAL		1714	3005	3033	0	0	0	0	0	0	0	0	0	
	TOTAL:	**1714**	**3005**	**3033**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**7752**
ACK-HYA														
CAPE AIR		40	40	39	9	3	3	3	7	12	8	0	16	
ISLAND AIR		5480	6277	6558	5727	4932	4140	3942	2384	2207	3150	4187	4848	
NANTUCKET AIR		2236	2402	2812	2243	2339	1787	1541	1346	1340	1999	2375	2648	
	TOTAL:	**7756**	**8719**	**9409**	**7979**	**7274**	**5930**	**5486**	**3737**	**3559**	**5157**	6562	**7512**	**79080**
ACK-HPN														
CAPE AIR		114	678	738	274	105	6	64	3	0	0	24	39	
	TOTAL:	**114**	**678**	**738**	**274**	**105**	**6**	**64**	**3**	**0**	**0**	**24**	**39**	**2045**
ACK-JFK														
DELTA		933	2177	2663	861	0	0	0	0	0	0	0	0	
JET BLUE		2904	5071	5707	3583	1505	0	0	0	0	0	0	1559	
	TOTAL:	**3827**	**7248**	**8370**	**4444**	**1505**	**0**	**0**	**0**	**0**	**0**	**0**		**25394**
ACK-LGA														
DELTA		202	**543**	**575**	**49**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
	TOTAL:	**202**	**543**	**575**	**49**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1369**
ACK-MVY														
CAPE AIR		390	449	510	515	403	290	248	211	165	231	317	409	
	TOTAL:	**390**	**449**	**510**	**515**	**403**	**290**	**248**	**211**	**165**	**231**	**317**	**409**	**4138**
ACK-PVD														
CAPE AIR		209	590	**700**	430	0	0	0	6	0	0	0	0	
	TOTAL:	**209**	**590**	**700**	**430**	**0**	**0**	**0**	**6**	**0**	**0**	**0**	**0**	**1935**
	COMBINED TOTAL:	**19,526**	**31,104**	**34,801**	**20,004**	**12,515**	**7,612**	**7,413**	**4,719**	**4,494**	**6,350**	**8341**	**11994**	**168,873**

Nantucket Memorial Airport

Jet A Gallons Sold FY2011 vs. FY2014

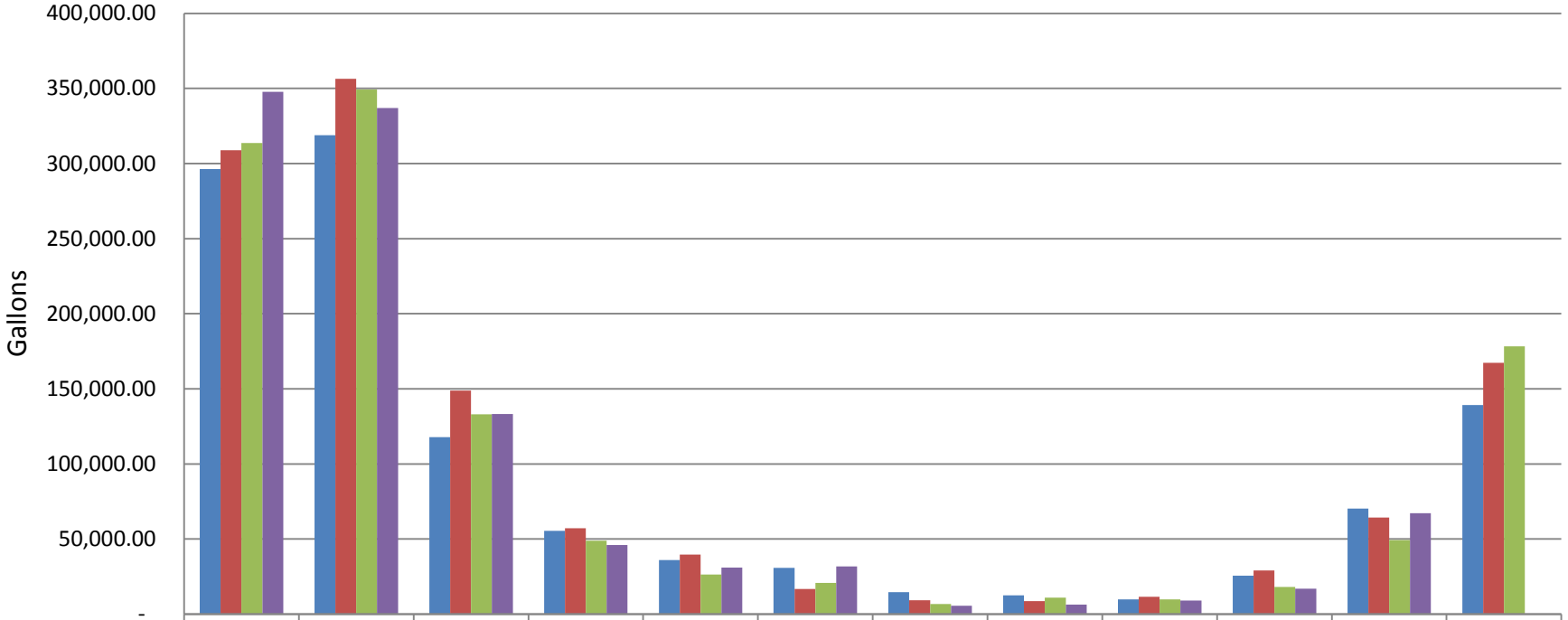
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
FY 2011	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	139,264.00	1,127,270.00	
FY 2012	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	167,260.00	1,217,635.00	8.02%
FY 2013	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	178,209.00	1,164,958.00	-4.33%
FY 2014	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	-	1,031,599.00	

May vs. May Up 37%
YTD up 4.55%

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total	% Change
FY 2011 Jet A	296,316.00	318,813.00	117,739.00	55,443.00	35,941.00	30,868.00	14,673.00	12,538.00	9,810.00	25,579.00	70,286.00	988,006.00	
FY 2012 Jet A	308,872.00	356,397.00	148,885.00	57,094.00	39,664.00	16,689.00	9,244.00	8,680.00	11,534.00	28,968.00	64,348.00	1,050,375.00	6.31%
FY 2013 Jet A	313,706.00	349,254.00	133,081.00	48,812.00	26,391.00	20,748.00	6,688.00	11,008.00	9,704.00	18,140.00	49,217.00	986,749.00	-6.06%
FY 2014 Jet A	347,797.00	336,909.00	133,223.00	46,090.00	30,953.00	31,661.00	5,518.00	6,260.00	8,994.00	16,948.00	67,246.00	1,031,599.00	4.55%

Nantucket Memorial Airport

Monthly JetA Gallons Sold
per fiscal year



	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 2011	296,316.	318,813.	117,739.	55,443.0	35,941.0	30,868.0	14,673.0	12,538.0	9,810.00	25,579.0	70,286.0	139,264.
FY 2012	308,872.	356,397.	148,885.	57,094.0	39,664.0	16,689.0	9,244.00	8,680.00	11,534.0	28,968.0	64,348.0	167,260.
FY 2013	313,706.	349,254.	133,081.	48,812.0	26,391.0	20,748.0	6,688.00	11,008.0	9,704.00	18,140.0	49,217.0	178,209.
FY 2014	347,797.	336,909.	133,223.	46,090.0	30,953.0	31,661.0	5,518.00	6,260.00	8,994.00	16,948.0	67,246.0	-

Nantucket Memorial Airport

AvGas Gallons Sold FY2011 vs. FY2014

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
FY 2011	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	13,811.10	123,048.60	
FY 2012	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	20,124.10	137,236.40	12%
FY 2013	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	11,595.20	116,007.10	-15%
FY 2014	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,616.00	8,465.30	-	99,784.10	

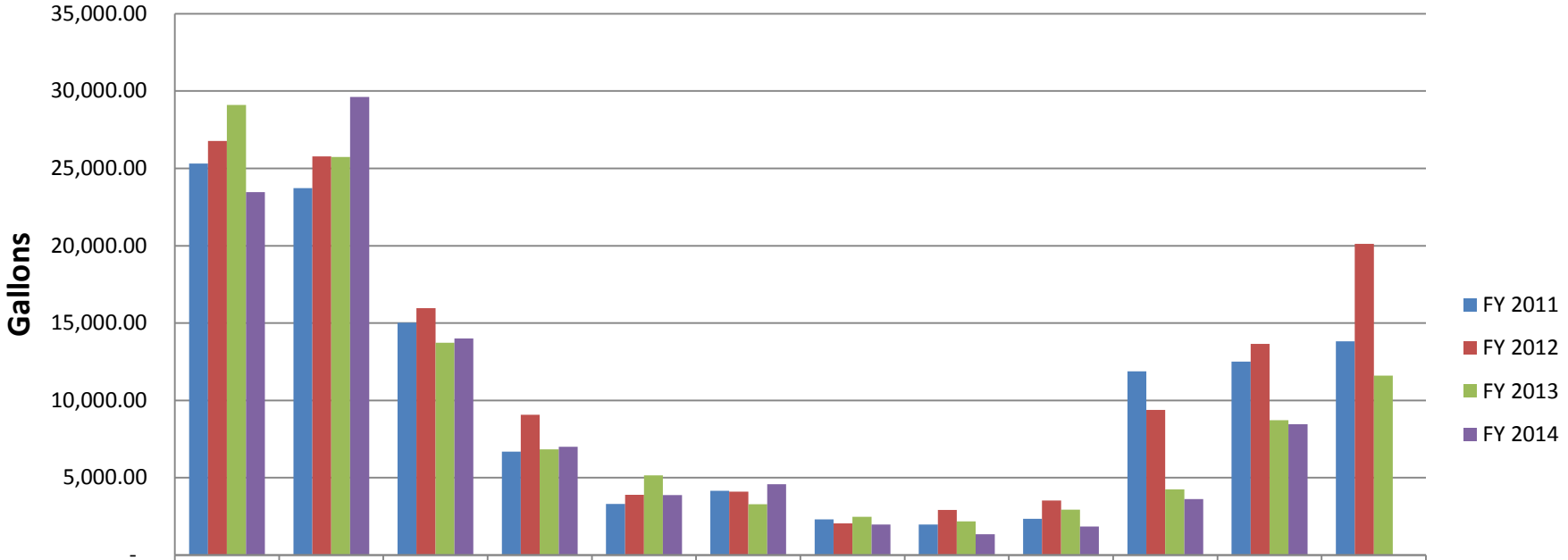
May vs. May Down -3%
YTD Down -4.43%

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	YTD Total	% Change
2011 AvGas	25,308.30	23,727.70	15,022.70	6,695.60	3,300.00	4,161.50	2,306.00	1,976.00	2,339.20	11,885.80	12,514.70	109,237.50	
2012 AvGas	26,769.50	25,777.50	15,956.90	9,067.30	3,897.00	4,094.00	2,054.20	2,917.30	3,527.60	9,389.20	13,661.80	117,112.30	7.21%
2013 AvGas	29,107.10	25,742.30	13,727.90	6,840.90	5,152.10	3,295.70	2,477.90	2,176.10	2,927.00	4,245.30	8,719.60	104,411.90	-10.84%
2014 AvGas	23,475.10	29,626.50	13,996.70	6,999.00	3,869.60	4,579.80	1,974.10	1,346.00	1,836.00	3,617.00	8,465.30	99,785.10	-4.43%

Nantucket Memorial Airport

Monthly 100LL Gallons Sold

Per Fiscal Year



	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 2011	25,308.	23,727.	15,022.	6,695.6	3,300.0	4,161.5	2,306.0	1,976.0	2,339.2	11,885.	12,514.	13,811.
FY 2012	26,769.	25,777.	15,956.	9,067.3	3,897.0	4,094.0	2,054.2	2,917.3	3,527.6	9,389.2	13,661.	20,124.
FY 2013	29,107.	25,742.	13,727.	6,840.9	5,152.1	3,295.7	2,477.9	2,176.1	2,927.0	4,245.3	8,719.6	11,595.
FY 2014	23,475.	29,626.	13,996.	6,999.0	3,869.6	4,579.8	1,974.1	1,346.0	1,836.0	3,616.0	8,465.3	-

Nantucket Memorial Airport

- 2014 monthly freight -

AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Cape Air *(KAP)*	53,937	47,438	51,553	59,485	49,769								
Island Air *(ISA)*	35,955	31,391	36,157	51,088	65,734								
Wiggins-FedEx	23,882	20,748	29,223	47,281	68,789								
Wiggins-UPS	1,972	1,078	2,505	5,811	8,006								
Monthly Total	115,746	100,655	119,438	163,665	192,298								
% Change Prior Year	(17.33)	(16.87)	(15.76)	(3.52)	(15.13)								

Nantucket Memorial Airport

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
FY 2011 Calls	21	25	6	9	3	4	1	1	1	0	3	8	82	
FY 2012 Calls	23	28	13	1	2	4	6	4	1	3	16	22	123	50.00%
FY 2013 Calls	96	7	6	5	4	2	2	4	2	11	25	25	189	53.66%
FY 2014 Calls	28	12	8	2	4	0	1	0	1	0	33		89	

May vs. May Up 32%
YTD Down -45.37%

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
FY 2011 Calls	21	25	6	9	3	4	1	1	1	0	3		74	
FY 2012 Calls	23	28	13	1	2	4	6	4	1	3	16		101	36.49%
FY 2013 Calls	96	7	6	5	4	2	2	4	2	11	25		164	62.38%
FY 2014 Calls	28	12	8	2	4	0	1	0	1	0	33		89	-45.73%

Nantucket Memorial Airport