

NANTUCKET MEMORIAL AIRPORT COMMISSION

May 27, 2014

AGENDA – (Updated 5/23/14)

1. Review and Approve:
 - a. Agenda
 - b. 5/6/14 Minutes - *Pending*
 - c. 5/13/14 Minutes - *Pending*
 - d. Ratify 5/21/14 Warrant
 - e. Approve 6/4/14 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
5. **022613-2** Master Plan and Sustainability Program
 - a. Update and discussion of issues with Master Plan consultant
 - b. Discussion of whether scope includes inclusion of impact of high speed ferry.
6. **042214-2** Formerly Used Defense Site (FUDS) Status
7. **052714-1** Acceptance of MassDOT Grant totaling \$224,520 for Purchase of Maintenance Equipment
8. Manager's Report
 - a. Project Updates
 - b. RFP/Bid Status
 - c. Operations Update
 - d. Statistics
9. Sub-Committee Reports
 - a. Environmental Sub-Committee Minute Review
10. Commissioner's Comments
11. Public Comment
12. 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 for review and possible release.

Public Safety Facility

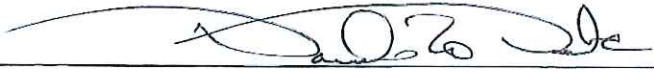
1st Floor Meeting Room


4 Fairgrounds Road

5:00 PM

Warrant 05/21/2014

Please Sign and Date

 5/9/14 ^{Baller} 13-40/42/44/50/51
Daniel Drake

 5/13/14
Arthur Gasbarro

 5/13/14
Andrea Planzer

 5/13/14
Jeanette Topham

 5/13/14
Neil Planzer

Batch# <u>1340</u>	Total <u>\$29,956.87</u>	Batch Date <u>5/7/14</u>	Initial <u>NP AC</u>
Batch# <u>1343</u>	Total <u>\$81,380.23</u>	Batch Date <u>5/8/14</u>	Initial <u>NP AC</u>
Batch# <u>1344</u>	Total <u>\$14,234.27</u>	Batch Date <u>5/8/14</u>	Initial <u>NP AC</u>
Batch# <u>1350</u>	Total <u>\$1,617-</u>	Batch Date <u>5/8/14</u>	Initial <u>NP AC</u>
Batch# <u>1353</u>	Total <u>\$12,519.57</u>	Batch Date <u>5/8/14</u>	Initial <u>NP AC</u>
Batch# <u> </u>	Total <u> </u>	Batch Date <u> </u>	Initial <u> </u>
Batch# <u> </u>	Total <u> </u>	Batch Date <u> </u>	Initial <u> </u>
Batch# <u> </u>	Total <u> </u>	Batch Date <u> </u>	Initial <u> </u>

EXHIBIT 1
PENDING LEASES/CONTRACTS/AGREEMENTS
May 27, 2014 (Updated)

Type of Agreement/Description	With	Amount	Other Information	Source of Funding
Contract	Kevin Conrad Heating & Cooling	\$8,735	Install Air Conditioning Unit to Gift Shop	Operating
			Expires 7/1/14	
Contract	Padula Brothers	\$53,189	Purchase new Brush Hog Mower	Capital
			Expires 9/30/14	
			MassDOT Grant Approved 80% Reimburse if delivered before 6/30/14	
Contract	Lakes Region Environmental	\$22,960	Annual Fuel Farm Inspection Expires 12/31/2014	Operating
Contract	Jacobs Engineering	\$5,862	Consulting Services to scope and bid new ARFF Vehicle AIP Grant Eligible	Capital
Contract	Jacobs Engineering	\$88,834	Consulting services to design, scope & bid Security Upgrades & Improvements AIP Grant Eligible	Capital
Contract	World Fuel Services	??	Includes Aviation Fuel Supply Fuel Truck Leasing & Branding Agreement Expires May 31, 2017	Fuel Revolver
OR				
Contract Amendment	World Fuel Services	??	Extend present Contract to expire 6/30/14	Fuel Revolver
Lease	Hyannis Air Service, Inc. (Cape Air/Nantucket Airlines)	(\$8,040) per month	Plus \$1,500 Annual Business Fee Plus Landing Fee Plus Freight Fee Mo-to-Mo Up to 12 Months	Income

Pending as of Meeting Posting Date



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
KEVIN CONRAD HEATING & COOLING INC.**



This AGREEMENT, effective the _____, 2014 (Effective Date), made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Kevin Conrad Heating & Cooling Inc., (hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on the effective date above, and terminate on 07/01/2014, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Board of Selectmen, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of \$8,735.00 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$8,735.00 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

IN WITNESS THEREOF:

CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Print Name: Kevin Conrad

Daniel W. Drake, Chairman

Title: _President

Date:

FEIN/SSN: 20-4848536

Department Org./Obj. Code: 65482-52404

As

to the Availability of Funds:

EXHIBIT A

1. Description of Services: Supply and Install Air Conditioning to Airport Terminal Gift Shop Space
2. Other payment terms: 50% deposit and 50% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
 - (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) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

20-4848536

Federal Employer Identification Number

By: Kevin Conrad, President

Conrad Heating & Cooling, Inc.

Date:



DEVAL L. PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RACHEL KAPRIELIAN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: Nantucket Memorial Airport

Contract Number:

City/Town: NANTUCKET

Description of Work: Install Air Conditioning Unit in Airport Terminal Gift Shop

Job Location: 14 Airport Road Nantucket MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards (“DLS”) if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker’s rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F “rental of equipment” contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
PADULA BROTHERS, INC.**



This AGREEMENT, effective the _____, 2014, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Padula Bros., Inc., 184 Broadway, Rte 138, Raynham, MA 02767 (hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on July 1, 2014, and terminate on September 30, 2014, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Board of Selectmen, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of \$53,189.39 as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$53,189.39 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

IN WITNESS THEREOF:

CONTRACTOR

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Print name:_____

Title: _____

Date: _____

FEIN/SSN:

Department Org./Obj. Code:

As to the Availability of Funds:

EXHIBIT A

1. Description of Services:
Under State Contract FAC71 (CommBuys PO-14-1080-OSD01-OSD10-00000000506) Purchase of:
 - John Deere 5100M Utility Tractor (85 PTO hp) w/ Trade-in of 2003 John Deere 5520
 - John Deere HX20 Flex-Wing Rotary Cutter – 540 RPM Stump Jumpers – Single Suction Blades w/ Trade-in of 2003 Bush Hog 2620

As more specifically described on Attachment C

2. Other payment terms: 100% payment upon completion of work, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any): None.

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

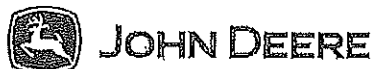
Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Employer Identification Number

By: _____, President

PADULA BROS., INC.

Date:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Padula Bros., Inc.
184 Broadway - Route 138
Raynham, MA 02767
508-824-4494
MICHAELB@PADBROS.COM

Quote Summary**Prepared For:**

Nantucket Airport
Nathaniel Ray
14 Airport Rd
Nantucket, MA 02554
Home : 508-942-9700
Mobile: 508-325-7542

Delivering Dealer:

Padula Bros., Inc.
Mike Brodeur
184 Broadway - Route 138
Raynham, MA 02767
Phone: 508-824-4494
michaelb@padbros.com

Quote ID: 9125033
Created On: 17 January 2014
Last Modified On: 17 January 2014
Expiration Date: 17 February 2014

Equipment Summary	Selling Price	Qty		Extended
JOHN DEERE 5100M Utility Tractor (85 PTO hp) Contract: FAC71_Lawn & Grounds Equipment Price Effective Date: July 29, 2013	\$ 56,707.89 X	1	=	\$ 56,707.89
JOHN DEERE HX20 Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades Contract: FAC71_Lawn & Grounds Equipment Price Effective Date: July 29, 2013	\$ 18,481.50 X	1	=	\$ 18,481.50

Equipment Total **\$ 75,189.39**

Trade In Summary	Qty	Each	Extended
2003 JOHN DEERE 5520 - LV5520P356051 PayOff Total Trade Allowance	1	\$ 16,000.00	\$ 16,000.00 \$ 0.00 \$ 16,000.00
2003 BUSH HOG 2620 PayOff Total Trade Allowance	1	\$ 6,000.00	\$ 6,000.00 \$ 0.00 \$ 6,000.00
Trade In Total			\$ 22,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 75,189.39
Trade In \$ (22,000.00)

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Padula Bros., Inc.
184 Broadway - Route 138
Raynham, MA 02767
508-824-4494
MICHAELB@PADBROS.COM

SubTotal	\$ 53,189.39
Total	\$ 53,189.39
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 53,189.39

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment

Quote Id: 9125033

Customer Name: NANTUCKET AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Padula Bros., Inc.
184 Broadway - Route 138
Raynham, MA 02767
508-824-4494
MICHAELB@PADBROS.COM

JOHN DEERE 5100M Utility Tractor (85 PTO hp)

Hours:

Stock Number:

Contract: FAC71_Lawn & Grounds Equipment

Selling Price *

Price Effective Date: July 29, 2013

\$ 56,707.89

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2530LV	5100M Utility Tractor (85 PTO hp)	1	\$ 56,831.00	25.00	\$ 14,207.75	\$ 42,623.25	\$ 42,623.25
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1380	16F/16R PowrReverser Transmission - 540/540E	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Economy Cab	1	\$ 11,256.00	25.00	\$ 2,814.00	\$ 8,442.00	\$ 8,442.00
2400	Less Instructional Seat	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3020	Vertical Exhaust	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3330	Triple Rear Deluxe Valve with Lever Controls	1	\$ 1,141.00	25.00	\$ 285.25	\$ 855.75	\$ 855.75
3420	Dual Mid Valve with Joystick Control	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Mechanical	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5913	23.1-26 In. 8PR R3 (Turf) Bias	1	\$ -650.00	25.00	\$ -162.50	\$ -487.50	\$ -487.50
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
6703	44X18-20 In. 4PR R3 Bias	1	\$ 258.00	25.00	\$ 64.50	\$ 193.50	\$ 193.50
8300	Cold Weather Package - Coolant Heater	1	\$ 80.00	25.00	\$ 20.00	\$ 60.00	\$ 60.00
8955	Front Weight Support - (55 kg/121 lbs.)	1	\$ 220.00	25.00	\$ 55.00	\$ 165.00	\$ 165.00
Standard Options Total			\$ 12,305.00		\$ 3,076.25	\$ 9,228.75	\$ 9,228.75
Dealer Attachments/Non-Contract/Open Market							
ALLIED	YELLOW REPAINT	1	\$ 3,000.00	0.00	\$ 0.00	\$ 3,000.00	\$ 3,000.00
BLV10120	Beacon Light Kit	1	\$ 236.50	25.00	\$ 59.13	\$ 177.37	\$ 177.37
LVB25729	Brake Light Kit	1	\$ 110.00	25.00	\$ 27.50	\$ 82.50	\$ 82.50

**JOHN DEERE**

Selling Equipment

Quote Id: 9125033

Customer Name: NANTUCKET AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Padula Bros., Inc.
184 Broadway - Route 138
Raynham, MA 02767
508-824-4494
MICHAELB@PADBROS.COM

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
LVB25022	Backup Alarm Kit	1	\$ 161.70	25.00	\$ 40.43	\$ 121.27	\$ 121.27
AL203265	Service Horn	1	\$ 48.31	25.00	\$ 12.08	\$ 36.23	\$ 36.23
L113922	Antenna	1	\$ 26.06	25.00	\$ 6.51	\$ 19.55	\$ 19.55
RE265545	Radio, AM/FM Stereo with Clock and Weatherband	1	\$ 549.96	25.00	\$ 137.49	\$ 412.47	\$ 412.47
R127764	Weight, Front Suitcase (104 Lb.) Quantity of One	10	\$ 134.20	25.00	\$ 33.55	\$ 100.65	\$ 1,006.50
Dealer Attachments Total			\$ 4,266.73		\$ 316.69	\$ 3,950.04	\$ 4,855.89
Suggested Price							\$ 56,707.89
Total Selling Price			\$ 73,402.73		\$ 17,600.69	\$ 55,802.04	\$ 56,707.89

JOHN DEERE HX20 Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers -

Equipment Notes:**Hours:****Stock Number:****Contract:** FAC71_Lawn & Grounds Equipment**Selling Price *****\$ 18,481.50****Price Effective Date:** July 29, 2013

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
224AP	HX20 Flex-Wing Rotary Cutter - 540 RPM Stump Jumpers - Single Suction Blades	1	\$ 24,642.00	25.00	\$ 6,160.50	\$ 18,481.50	\$ 18,481.50
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1600	Front Safety Shield - Chain	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1700	Rear Safety Shield - Chain	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Suggested Price							\$ 18,481.50



JOHN DEERE



Selling Equipment

Quote Id: 9125033

Customer Name: NANTUCKET AIRPORT

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Padula Bros., Inc.
184 Broadway - Route 138
Raynham, MA 02767
508-824-4494
MICHAELB@PADBROS.COM

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
Total Selling Price			\$ 24,642.00		\$ 6,160.50	\$ 18,481.50	\$ 18,481.50



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND**



LAKES REGION ENVIRONMENTAL CONTRACTORS INC.

This AGREEMENT, effective the _____, 2014, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Lakes Region Environmental Contractors, Inc., PO Box 1236, Belmont, NH 03220 (hereinafter, the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on the date above and terminate on December 31, 2014, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Airport Manager, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of \$22,960.00 for the base bid and up to an additional \$300.00 for disposal as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of \$23,260.00 without the express prior written approval of the Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the TOWN OF NANTUCKET and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the TOWN OF NANTUCKET or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the TOWN OF NANTUCKET/NANTUCKET MEMORIAL AIRPORT as an additional insured thereunder.

IN WITNESS THEREOF:

LAKES REGION ENVIRONMENTAL
CONTRACTORS, INC.

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Print Name: John J. Paradise_____
Title: Project Manager_____

Daniel W. Drake, Chairman

Date: _____

FEIN/SSN: 02-046-3030_____

Department Org./Obj. Code: **65482 52424**

As to the Availability of Funds:

PO # _____

EXHIBIT A

1. Description of Services:

Annual Inspection on Jet A & Avgas Systems

Perform an Annual Inspection on the Jet A & Avgas fixed fueling systems. The following includes labor, travel and materials specified below. Inspections performed by ICC Certified Tank & Aviation Technicians, Certified ABC Operator, ACE-GA Certified, and IATA Danger Goods Regulations Certified 49CFR Hazmat Regulations w/ OSHA 40 Training, per federal requirements.

- A. Collect sump samples from both Jet A & Avgas filter vessels and tanks to inspect for the “clear & bright” test and evaluate.
- B. Inspect both the fuel cabinets and components for signs of failure, or other detrimental conditions.
- C. Inspect fuel reclaimers, check operation, pumps, valves and filtration of the units.
- D. All filters will be supplied and changed by Nantucket Airport personnel.
- E. Remove and inspect all overwing and single-point nozzle (cone) screens, quick disconnect couplings, seals, dust caps and make adjustments.
- F. Extend hoses to check for wear, cracks, cuts and /or other condition(s), which would comprise its integrity.
- G. Check pump motors for proper operation, drive coupling and lubrication.
- H. Inspect for proper operation of *(valves, deadman, safety devices, static cables/ reels and/or other components)*.
- I. Inspect & test filter / separator heaters replace bulbs as required.
- J. Open and inspect the interior of the Jet A and Avgas tank components, *(floating suction assemblies, test cable, drop tube and the physical condition of the tanks liner)* **Note:** Any parts that need repair and/or replacement are not included in the price and will be charged in addition to the contract amount below including labor.
- K. Clean and inspect the fill containment manholes.
- L. Floating suction cables and /or gauges will be inspected including hardware.
- M. Remove and inspect all the mechanical and /or electronic overfill protection devices and verify their settings at *90% warning 95% shut off levels*, per NFPA.
- N. Test and inspect fuel equipment components *(emergency fire valves, manual valves, gauges and vents)* for proper operation.
- O. Inspect deadman controls and safety components.
- P. Test emergency shutoff systems.
- Q. Do a visual inspection on the piping, valves and operation.
- R. Re-circulate fuel systems into tank, check for proper operations on the fuel systems.

- S. Check all tank vents (*standard & emergency*) and clean for proper operation.
- T. Verify the interstitial space is free from liquids.
- U. Perform an annual leak monitor test, per ATA 103 regulations verify all leak sensors and liquid probes, are working properly including the leak monitor console for visual and audible alarms, with the remote annunciators.
- V. Verify product grade, no smoking, and flammable, overfill sign, max fill height, clearly posted.
- W. Open and inspect the Oil/Water Separator tank and system including the (*oil safety valve, high level sensors, spill containment vault*)
- X. Permits to operate and/ or UST /AST certificates, ABC training form, monthly inspections, inventory control records, vapor recovery test forms and corrosion protection test & results supplied by owner.

Items included for above

- Mob & demob to the island one time only.
- Per diem for personnel (*hotel, food*) as required.
- Painting equipment (*touchup equipment only*).
- Tank manway gaskets as required
- Cleaning of Aviation Fuel Storage Tanks if required.
- Pumping and filtering of “good” aviation fuels into other tanks or transport truck, supplied by Nantucket Airport.
- Fuel pump gear reducer oils and lubricates.
- Miscellaneous aviation seals, gaskets, heater light bulbs for inspection and cleaning.
- Inspections by a ICC & ABC Certified Aviation Fuel System Technicians
- Equipment, tools and safety equipment for inspections and repairs
- Lakes Region Environmental will prepare a Health and Safety Plan for their employees, including Confine Space Permits as required.
- Provide written ATA103 reports of our findings and/or recommendations to the FBO

Items not included

- No Disposal of petroleum products including transportation (see charges as noted below).
- Tank fittings and / or any materials, (mechanical or electronics) not specified above.
- Vapor recovery testing and /or tank tightness testing
- Welding equipment, materials and personnel
- Any special permits or personnel for escorts
- Over runs do to weather conditions, ferry transportation cancellations and /or flight line operations or additional work.
- Fuel surcharge increase, during the year maintenance program
- Prevailing wages rates
- Taxes, if any are not included

Disposal of Tank Contents Jet A & Avgas:

- 55 Gallon drum (Supply, Fill, No Disposal) \$ 100.00/each
- 55 Gallon drum (Supply, Fill Disposal) (*Quoted per request*)

2. Other payment terms: 100% payment upon completion of work each year, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any):
 - (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) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.

EXHIBIT B

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

02-046-3030

Federal Employer Identification Number

Lakes Region Environmental Contractors Inc

By: _____, President

Date: _____

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
JACOBS ENGINEERING GROUP INC.
FOR
PURCHASE AIRCRAFT RESCUE FIRE FIGHTING (ARFF) VEHICLE**

or "CONTRACTOR"

This AGREEMENT made this ____ day of _____, 2014 between Jacobs Engineering Group Inc., a Massachusetts corporation with a usual place of business at 343 Congress Street, Boston, MA 02210, hereinafter called the "ENGINEER", 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 Purchase Aircraft Rescue Fire Fighting (ARFF) Vehicle, 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 **\$5,862.00**. The contract is funded as follows: 90% (\$5,275.80) by the Federal Aviation Administration ("FAA"); 7.5% (\$439.65) by the Massachusetts Department of Transportation Aeronautics Division (MassDOT) under the Federal AIP; and 2.5% (\$146.55) by the TOWN of Nantucket. The breakdown of fees is shown in more detail in the attached articles A, B, C, and D.

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 ~~March 14, 2014~~.

Should be more recent date.

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 licensure 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. ~~The TOWN represents that it has disclosed to the ENGINEER all orders and requirements known to the TOWN of any public authority particular to this Agreement.~~

(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

Not a construction project. Either delete entirely or change language.

~~The TOWN shall furnish to the ENGINEER 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 the best 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

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

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

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.

Delete. Sentence is duplicative.

B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. ~~In the event that the Agreement is terminated pursuant to its subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.~~ 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 an Operations Manager and duly authorized representative of Jacobs Engineering Group Inc., whose address is 343 Congress Street, Boston, Massachusetts 02210, 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.



Michael R. Desrochers
Operations Manager

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: 

Name: Michael R. Desrochers

Title: Operations Manager

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 \$5,862.00 for consultant services in connection with:

“Purchase Aircraft Rescue Fire Fighting (ARFF) Vehicle”

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 Transportation Aeronautics Division a party to the Contract or 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

**January 27, 2014 (Rev. 1)
Exhibit A – Scope of Work
Nantucket Memorial Airport
AIP No. 3-25-0033-XX-2014
“Purchase Aircraft Rescue Fire Fighting (ARFF) Vehicle”**

I. EXHIBIT A - SCOPE

A. Article A – Data Collection

1. Review the current applicable FAA Advisory Circulars associated with the procurement of ARFF equipment.
2. Prepare one (1) State pre-application.
3. Prepare Clearinghouse Letters to be submitted to the proper agencies.
4. Conduct Quality Assurance/Quality Control (QA/QC) checks.

B. Article B - Preliminary/Final Specifications and Documents

1. The Engineer will prepare preliminary and final contract documents and combine with airport supplied technical specifications for Federal Aviation Administration, Massachusetts Department of Transportation Aeronautics Division, and Nantucket Memorial Airport review.
2. The technical specifications will be written for the acquisition of one Aircraft Rescue Fire-Fighting (ARFF) 1,500 Gallon Class 4 vehicle. Bid documents will be prepared.
3. Conduct Quality Assurance/Quality Control (QA/QC) checks on bid documents.

C. Article C – Bidding & Contract Arrangements

1. The Engineer will prepare contract documents to be executed between the equipment suppliers and the Airport.
2. Prepare an “Invitation to Bid”, including all forms for advertisement, bid proposals, contract bonds, labor and DBE requirements and other contract documents needed to solicit public bids for the procurement of equipment. 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 Goods and Services Bulletin, and the local newspaper of record. Advertising will be coordinated with the Airport Administration, as applicable.
3. Call in for the bid opening; review bids received, and prepare and submit recommendation letters.
4. Manage and maintain lists of plan holders for each separate contract.

5. Conduct Quality Assurance/Quality Control (QA/QC) checks.

D. Article D – General Administration

1. The Engineer will prepare one FAA and State grant application.
2. The Engineer will prepare the FAA and State pay requests. Two (2) are assumed.
3. Prepare the required FAA/State project closeout reports. This includes summary of the work performed and associated costs.
4. Retain project-related records.
5. Attend 3rd party performance specification site visit for acceptance.
6. Conduct Quality Assurance/Quality Control (QA/QC) checks.

Jacobs Engineering Group, Inc.

JOB HOUR AND FEE ESTIMATE

Nantucket Memorial Airport

PROJECT: Aircraft Rescue Fire Fighting (ARFF) Truck Purchase

EXHIBIT B - FEE SUMMARY

Jacobs

	<u>Hours</u>	<u>Fee</u>
Lump Sum		
Article A - Data Collection	7	\$ 854
Article B - Bid Documents	8	\$ 1,393
Article C - Bidding & Contract Arrangements	9	\$ 961
Article D - General Administration	20	\$ 2,655
Total Lump Sum Fee	44	\$ 5,862

JOB HOUR AND FEE ESTIMATE

PROJECT: Aircraft Rescue Fire Fighting (ARFF) Truck Purchase

[illegible]

Misc. (Postage, mileage, printing)	\$ 158
Total Expenses:	\$ 158

JACOBS Engineering Group, Inc.

JOB HOUR AND FEE ESTIMATE

Nantucket Memorial Airport

PROJECT: Aircraft Rescue Fire Fighting (ARFF) Truck Purchase

TASK: Article B - Bid Documents

	WORK ITEM	PRINC. IN CHARGE	PROJ. MGR	SR ENGR	ENGR	CADD	Word Proc.	TOTAL
1	Prepare Preliminary and Final Bid Documents				4		2	6
2	QA/QC	1	1					2
	TOTAL HOURS	1	1	0	4	0	2	8
	RATE	\$93.00	\$60.00	\$45.00	\$40.00	\$30.00	\$20.00	-----
	PAYROLL ESTIMATE	\$ 93	\$ 60	\$ -	\$ 160	\$ -	\$ 40	\$ 353

TOTAL PAYROLL \$ 353

Overhead (116.08%) **\$410**

Expenses:

Duplicate 20 Sets of Bid

Documents \$ 400

Postage/Shipping = \$ 95

Misc = \$ 59

Total Expenses: **\$ 554**

Subtotal \$ 763

Profit (10%) \$ 76

Payroll Fee \$ 839

Expenses **\$ 554**

Lump Sum Total **\$ 1,393**

Nantucket Memorial Airport

PROJECT: Aircraft Rescue Fire Fighting (ARFF) Truck Purchase

TASK: Article C - Bidding & Contract Arrangements

	WORK ITEM	PRINC. IN CHARGE	PROJ. MGR	SR ENGR	ENGR	CADD	Word Proc.	TOTAL
1	Prepare Contracts between ACK and Vendor				2			2
2	Prepare Advertisement for Bids				2			2
3	Call in for Bid Opening, Review Bids and Letter of Recommendation				2			2
4	Manage and Maintain Planholders List				2			2
5	QA/QC		1					1
	TOTAL HOURS	0	1	0	8	0	0	9
	RATE	\$93.00	\$60.00	\$45.00	\$40.00	\$30.00	\$20.00	-----
	PAYROLL ESTIMATE	\$ -	\$ 60	\$ -	\$ 320	\$ -	\$ -	\$ 380

TOTAL PAYROLL	\$ 380
Overhead (116.08%)	\$441
Subtotal	\$ 821
Profit (10%)	\$ 82
Payroll Fee	\$ 903
Expenses	\$ 58
Lump Sum Total	\$ 961

Expenses:

Airfare/Mileage =

\$ -

Misc. =

\$ 58

Total Expenses:

\$ 58

Nantucket Memorial Airport

PROJECT: Aircraft Rescue Fire Fighting (ARFF) Truck Purchase

TASK: Article D - General Administration

	WORK ITEM	PRINC. IN CHARGE	PROJ. MGR	SR ENGR	ENGR	CADD	Word Proc.	TOTAL
1	Prepare FAA & State Grant Applications				4			4
2	Prepare FAA and State Pay Requests/Reimbursement Forms				4			4
3	Prepare Closeout Reports				2			2
4	Retain Project Related Records				1			1
5	Attend 3rd party performance specification site visit for acceptance		8					8
6	QA/QC		1					1
	TOTAL HOURS	0	9	0	11	0	0	20
	RATE	\$93.00	\$60.00	\$45.00	\$40.00	\$30.00	\$20.00	-----
	PAYROLL ESTIMATE	\$ -	\$ 540	\$ -	\$ 440	\$ -	\$ -	\$ 980

TOTAL PAYROLL \$ 980

Overhead (116.08%) \$1,138

Subtotal \$ 2,118

Profit (10%) \$ 212

Payroll Fee \$ 2,330

Subconsultants \$ -

Expenses \$ 325

Lump Sum Total \$ 2,655

Expenses:

Airfare/Mileage \$ 260

Misc. \$ 65

Total Expenses: \$ 325

Note: This is a draft contract with Town Counsel's suggested changes. Still waiting for revised agreement from Jacobs.

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
JACOBS ENGINEERING GROUP INC.
FOR
SECURITY UPGRADES AND IMPROVEMENTS**

or "Contractor"

This AGREEMENT made this ____ day of _____, 2014 between Jacobs Engineering Group Inc., a Massachusetts corporation with a usual place of business at 343 Congress Street, Boston, MA 02210, hereinafter called the "ENGINEER", 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 Security Upgrades and Improvements, 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 **\$88,834.00**. The contract is funded as follows: 90% (\$79,950.60) by the Federal Aviation Administration ("FAA"); 7.5% (\$6,662.55) by the Massachusetts Department of Transportation Aeronautics Division (MassDOT) under the Federal AIP; and 2.5% (\$2,220.85) by the TOWN of Nantucket. The breakdown of fees is shown in more detail in the attached articles A, B, C, D, E and F.

3. Commencement and Completion of Work

More recent date.

- A. The ENGINEER shall commence and prosecute the work under this Agreement upon execution hereof and shall perform the work on or before ~~February 6, 2014~~.
- 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 licensure 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. ~~The TOWN represents that it has disclosed to the ENGINEER all orders and requirements known to the TOWN of any public authority particular to this Agreement.~~
- (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 shall furnish to the ENGINEER 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 the best 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

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

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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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.

Delete. Sentence is duplicative.

B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. ~~In the event that the Agreement is terminated pursuant to its subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.~~ 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 an Operations Manager and duly authorized representative of Jacobs Engineering Group Inc., whose address is 343 Congress Street, Boston, Massachusetts 02210, 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.



Michael R. Desrochers
Operations Manager

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: 

Name: Michael R. Desrochers

Title: Operations Manager

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 \$88,834.00 for consultant services in connection with:

“Security Upgrades and Improvements”

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 Transportation Aeronautics Division a party to the Contract or 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

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

NAME OF CONTRACTOR: Jacobs Engineering Group Inc.

By: , duly authorized.
(Signature of Authorized Representative)

Title – Michael R. Desrochers

Date 4/3/14

CERTIFICATE OF AUTHORITY

I, Brian Scher, do hereby certify that I am the Assistant Secretary of Jacobs Engineering Group Inc., a corporation duly organized under the laws of the State of Delaware, in the United State of America (the "Company"). I do further certify that Michael R. Desrochers is an Operations Manager of the Company and is duly authorized by the By-Laws, Articles of Incorporation, general resolutions and other authority of the Company to execute and deliver for on behalf of the Company, the Contract for Security Upgrades and Improvements between the Town of Nantucket acting by and through its Airport Commission and Jacobs Engineering Group Inc. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the Corporate Seal of the Company on this 10th day of March, 2014

A handwritten signature in black ink, appearing to read 'BS', is written over a horizontal line.

Brian Scher
Assistant Secretary

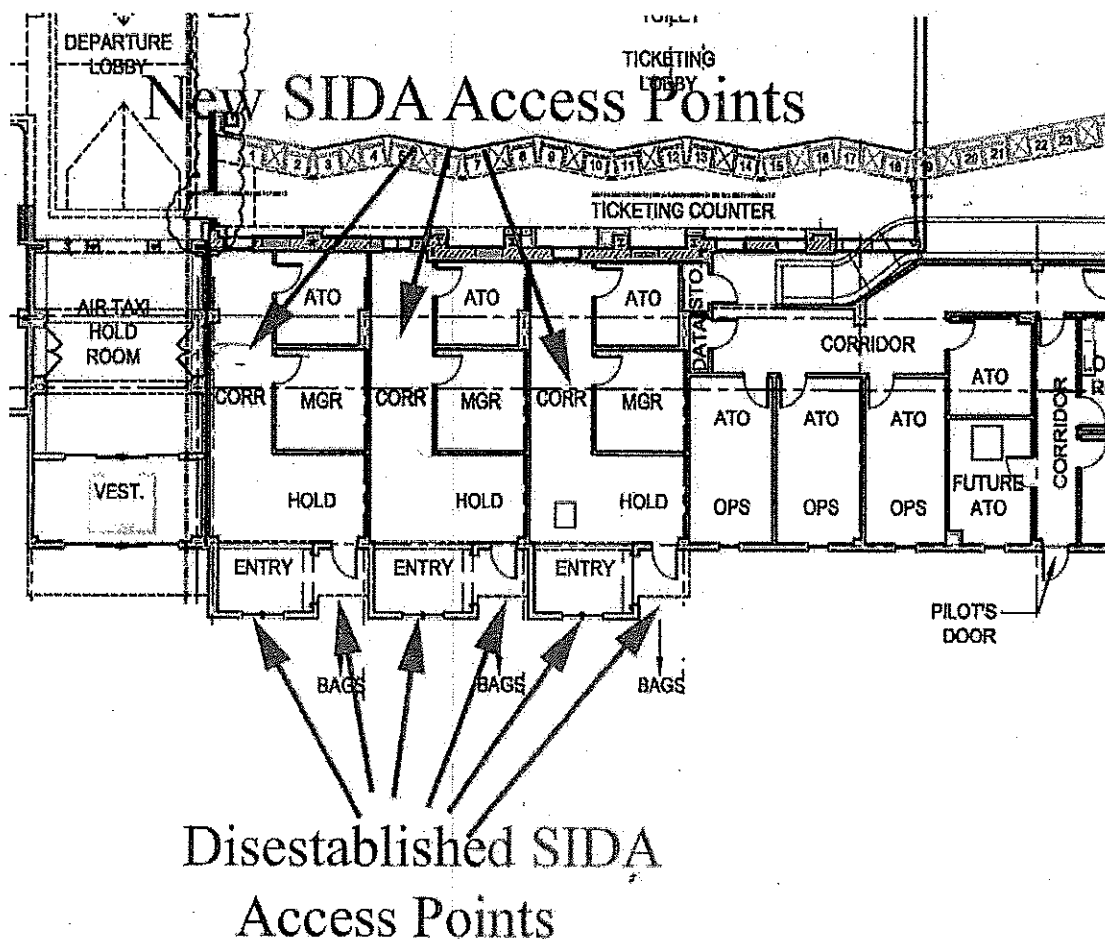
Exhibit A – Scope of Work (2/12/14) Rev. 1 (3/9/14)

Nantucket Memorial Airport
Nantucket, Massachusetts

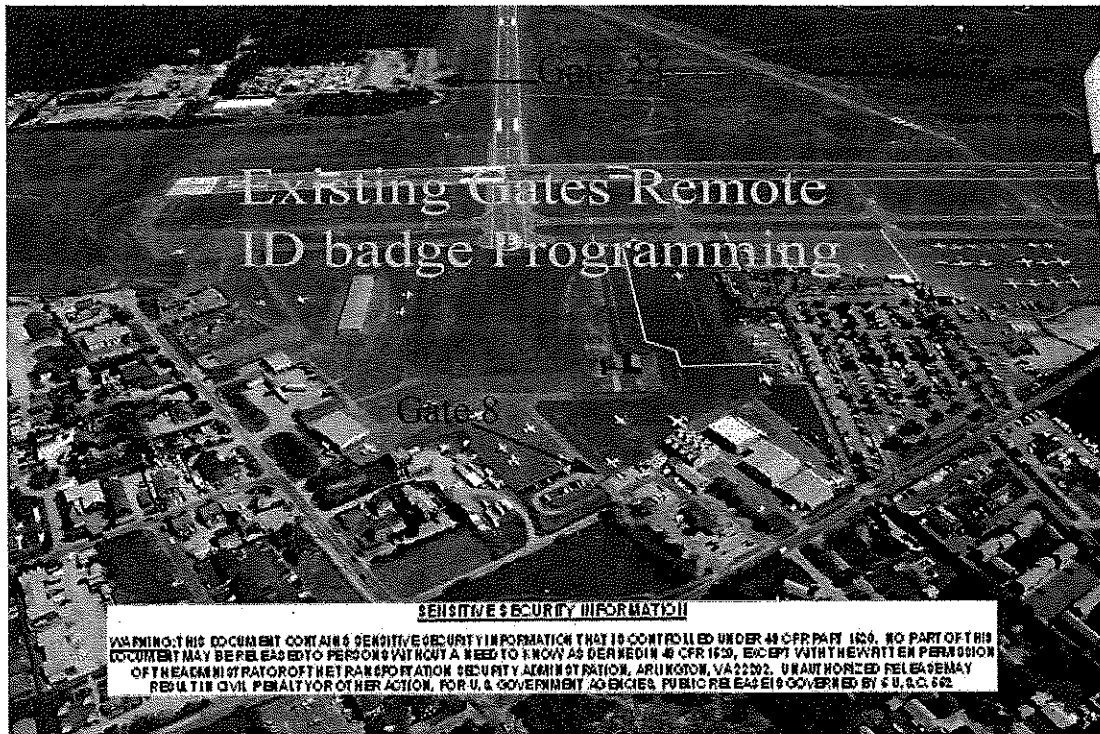
Security Upgrades and Improvements
History

This project proposes to add security upgrades and improvements throughout the Nantucket Memorial Airport, in several different stages.

Stage 1. Add access control to three internal terminal SIDA doors. - Six SIDA access points will be disestablished and 3 new points will be constructed and installed. This will reduce the airport's SIDA access points and improve security efficiency. Door #s 158, 163 and 168 will be replaced with steel constructed mesh window doors and frames and be fitted with access control, crash/push bars, biometrics and readers, and be linked to the existing Hirsch/Velocity access control and Genetec video surveillance systems.

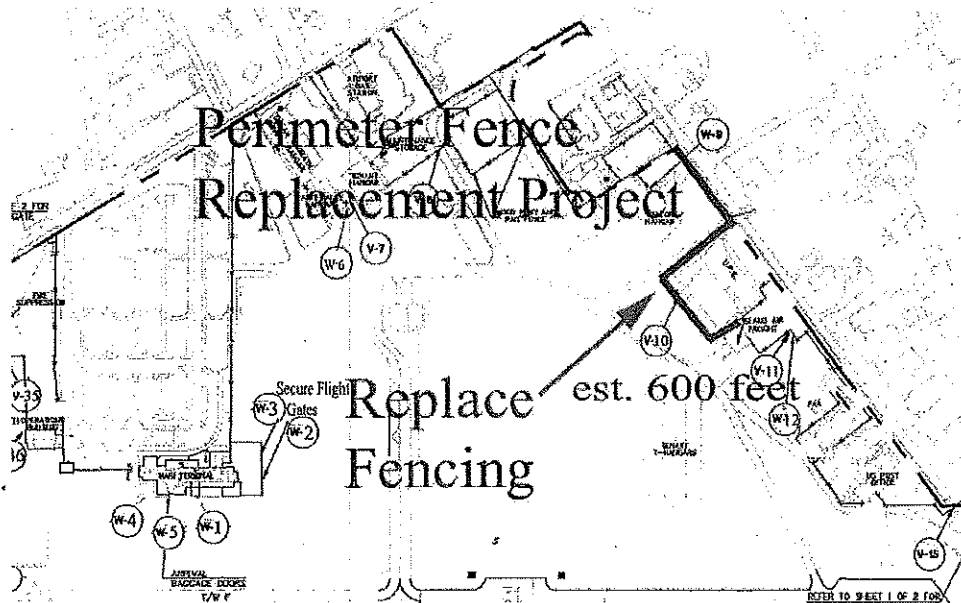
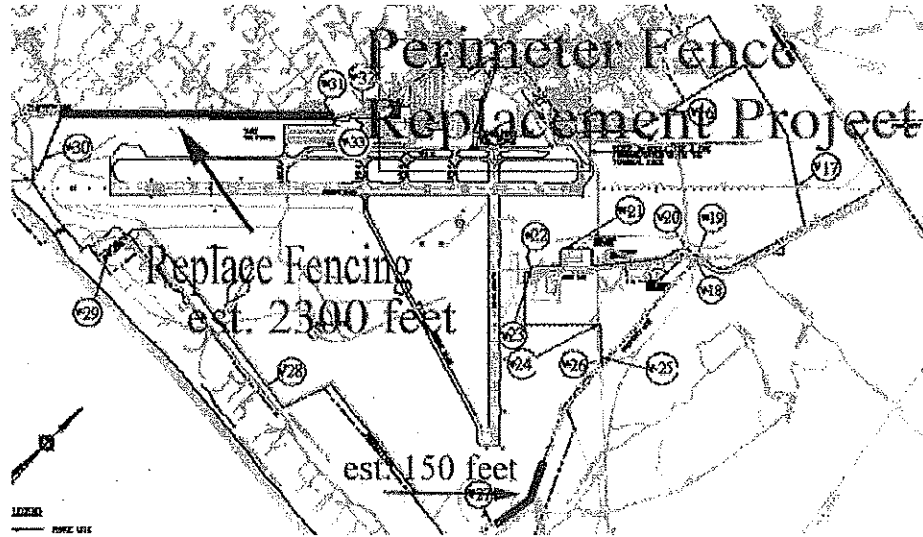


Stage 2. Add access control to flight line gates and doors and tie into existing system. Tie in existing access control gates to system. - Access points to receive these upgrades are: North Ramp area Hangers 4 and 8, and the Post Office Annex gate 6. A wireless communications system will be established for locations that are too remote to tie directly into the existing system.



Stage 3. Provide miscellaneous security products. These items will be provided, under this design, as pre-specified items that shall be procured and installed under this contract. Installation may be by others. These items include: new CCTV server storage, new CCTV computer and monitor station, blast blankets to help mitigate explosion threats from unattended luggage, and two (2) computer systems and monitors loaded with custom software modules - designed specifically for Nantucket Airport employee security and drivers safety training and testing.

Stage 4. Perimeter fence replacement - Provide and install new perimeter fencing elements. Replace 3000 feet of deteriorating perimeter fence fabric with new fence fabric associated hardware and barbed wire with holder arms; also a few select poles will be replaced .



Stage 5. A new approximately 20 foot tall apron floodlight will be installed at the northeast corner of the terminal building to enhance the security and safety environment of the secure ramp. The pole will match the ones adjacent to the site and will be connected to the service panel in the terminal building and will meet code requirements.

This contract will cover data collection, design, advertisement, general administration, and construction phase services, such as construction administration and resident engineering.

Assumptions/Design Parameters

1. This project is eligible for AIP funding

2. Jacobs Engineering Group Inc. (Jacobs) will develop full set of plans, specifications, and construction cost estimates at 90% and 100% design levels
3. **No** environmental permitting is required.
4. FAA Form 7460 forms will be filed.
5. MASS DOT Aeronautics airspace forms will be filed.
6. The Exhibit "A" will not be updated under this project

ARTICLE A – DATA COLLECTION

1. Research record drawings for underground utilities. (i.e. airfield cables, electric, irrigation lines). It is assumed record drawing information will be collected from a combination of airports files as well as electronic and/or hard copies located in Jacobs' office.
2. Perform one (1) site walk to confirm existing conditions.

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

ARTICLE B – DESIGN (DRAWINGS AND SPECIFICATIONS)

Based on the information collected under Article A, the 90% and 100% design documents will be developed for all elements identified in this scope of work.

1. Develop technical specifications.
2. Develop contract document/front-end specifications. (i.e. *Notice to Bidders, Invitation to Bidders, Instruction to Bidders, Bid Proposal, Contract, Contract Articles, General Specifications*)
3. Develop a detailed construction schedule for use in determining construction phasing and duration.
4. Prepare for and attend two (2) meetings at the Airport to discuss construction phasing with Airport Staff.
5. Develop detailed construction quantities and cost estimate at the 90%, 100%, and As-Advertised design levels.
6. Attend one (1) design review meetings with Airport Staff (Commissioner's; Airport Manager).
7. Complete electrical and communications design and analysis.
8. Complete design efforts for fence replacement plans and details.
9. Develop the following anticipated plans:
 - Cover/Index (1)
 - Location and Vicinity Plan (1)
 - General Plan (1)
 - Location Details Plan (1)
 - Communications and Conduit Routing Plan (1)
 - Typical Elevations (1)

Electrical and Communications Details (2)
Fence Replacement Plans and Details (3)
Apron Flood Light Plan and Details and Misc. Details (1)
Total: 12 Sheets

10. Coordinate, distribute and print the following copies of the preliminary construction documents (plans, specifications, and construction cost estimate) for review by the FAA, State DOT, and the Owner:

Preliminary Submission (90%)

FAA-Burlington TECH OPS and ATCT: 1 copy of plans (1 full size); 1 copy of specifications;
1 copy of estimate

FAA-Georgia: Electronic Submission

State DOT: 1 pdf set of plans specifications; estimate

Owner: 4 copies of plans (1 full size; 3 half size); 1 copy of specifications; 1 copy of estimate

Final Submission (100%)

FAA-Burlington TECH OPS and ATCT: 1 copy of plans (1 full size); 1 copy of specifications;
1 copy of estimate

State DOT: 1 pdf of plans specifications; estimate

Owner: 1 copy of plans (1 full size); 1 copy of specifications; 1 copy of estimate

As-Advertised Submission

FAA-Burlington TECH OPS and ATCT: 1 copy of plans (1 full size); 1 copy of specifications;
1 copy of estimate

FAA-Georgia: 1 copy of the plans (1 half size)

State DOT: 1 pdf plans specifications; estimate

Owner: 1 copy of plans (1 full size); 1 copy of specifications; 1 copy of estimate

11. Conduct an in-house QA/QC prior to each submission. The in-house QA/QC check will involve an experienced independent individual, depending on each discipline, to conduct a comprehensive check on all documents to be submitted (e.g. plans, specifications, estimates, reports). Time will be required for engineers and CADD technicians/designers to correct items listed under the in-house QA/QC checks.
12. Address final comments from 100% design for as-advertised design plans.
13. Complete a comprehensive design report (Engineer's Report) that will include a Project Summary, Project Schedule, Description of Improvements, Alternative Design Considerations, and Electrical Design, and Summary of Estimated Project Costs and Engineer's Cost Estimate.

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

ARTICLE C – ADVERTISING AND BIDDING

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 necessary 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. Develop Engineering Scope of Work and Contract
2. Attend one (1) meeting to negotiate fee (assume meeting is at ACK)
3. Prepare and distribute engineering contracts
4. Prepare and coordinate subconsultant contracts and pay invoices.
5. Prepare and submit MASS DOT Aeronautics and FAA airspace 7460 reviews
6. Prepare and submit one (1) State Grant Application. Prepare and submit one (1) FAA Grant Application.
7. Prepare FAA and State Payment Requests. Six (6) are assumed for this project.
8. Prepare and submit two (2) copies of the FAA Safety Plan checklist.
9. Retain project-related records
10. Attend two (2) Airport Commission meetings to update the progress of work and answer any questions associated with the project.

11. Prepare record drawings (assume for 12 sheet drawing set) and FAA & State close out reports and submit to all parties.
12. Assist the Airport Finance Director to update the FAA DBE Plan.

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

ARTICLE E – CONSTRUCTION SERVICES

1. Issue a "Notice to Proceed," on behalf of the Airport, to the Contractor. Review the Contractor's construction schedule.
2. Prepare for and attend Pre-Construction conference.
3. Review all shop drawings submitted by the contractors and all materials used in the construction of the project.
4. Attend site visits and project related meetings at the Mass State DOT, FAA, or ACK as necessary. Assume (2) site visits out of a 60-calendar day construction project.
5. Prepare written or verbal directives to the Contractor.
6. Prepare Field Sketches, as necessary.
7. Provide general supervision and administrative support for resident engineer.
8. Review and approve estimates submitted by the Contractor for progress/final payments.
9. Prepare and negotiate change orders, as necessary.
10. Observe work in progress and provide reports to Owner.
11. Attend final inspection meeting.

Services for Article E will be provided under a cost plus basis.

ARTICLE F - RESIDENT ENGINEERING

1. Coordinate and attend progress meetings with the contractor, Airport, and any other interested parties, as required prior to construction (e.g. Staging area coordination, setting up Contractor's trailer.).
2. Attend pre-construction conference.
3. Checking of construction activities to ensure compliance with the plans and specifications. Inform the contractor of any work, which is in non-compliance.

4. Ensure that tests are performed at the frequency stated in the specifications.
6. Review certifications for conformance with the specifications.
7. Document quantities of materials used on the project by actual measurements and computations in a field notebook or computer printout retained in a folder.
8. Maintain a set of working drawings on the job site, which can be used to prepare "As-Built" drawings.
9. Review payment requests and certified payrolls from the contractor.
11. Attend final inspection and create punch list.
12. Attend follow up site visit to confirm completion of punch list items.

Services for Article F will be provided under a cost plus basis.

PROJECT SCHEDULE

The tentative complete project schedule (design and construction) is as follows:

<u>Item</u>	<u>Date</u>
Engineering Contract	3/2014
Preliminary Design (90%)	3/2014
Final Design (100%)	4/15/2014
Advertisement	4/21/2014
Bid Opening	4/30/2014
FAA & State Grant Application	5/1/2014
Start Construction	7/1/2014
Finish Construction	09/2014

Nantucket Memorial Airport

Project:

Security Upgrades and Improvements

FEE SUMMARY

	Hours	Fee
Lump Sum		
Article A:Data Collection	18	\$ 2,477
Article B:Design (Design and Specifications)	404	\$ 48,694
Article C:Advertising and Bidding	54	\$ 7,882
Article D:General Administration	87	\$ 9,505
Total Lump Sum Fee	563	\$ 68,558
Cost Plus		
Article E:Construction Administration	113	\$ 14,565
Article F:Resident Engineering	32	\$ 5,711
Total Cost Plus Fee	145	\$ 20,276
TOTAL PROJECT FEE	708	\$ 88,834

Nantucket Memorial Airport

Security Upgrades and Improvements

Article A: Data Collection

	WORK ITEM	Principle in Charge	Project Manager	Systems Engineer	Project Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Research record drawings for existing communications			1		8			9
2	Perform one (1) site walk to verify existing conditions and potential pathways in February 2014.			8		0			8
3	QA/QC		1						1
	TOTAL HOURS	0	1	9	0	8	0	0	18
	RATE	\$ 92	\$ 55	\$ 60	\$ 45	\$ 40	\$ 30	\$ 20	
	PAYROLL ESTIMATE	\$ -	\$ 55	\$ 540	\$ -	\$ 320	\$ -	\$ -	\$ 915

Task Subconsultants
none

TOTAL PAYROLL \$ 915
Overhead 116.08% \$ 1,062
Subtotal \$ 1,977
Profit 12% \$ 237
Payroll Fee \$ 2,214
Subconsultants \$ -
Expenses \$ 263
Lump Sum Fee Total \$ 2,477

\$ -

Task Expenses:

2	Flight (\$147/trip x 1)	\$ 147
	Parking (\$12/trip x 1)	\$ 12
	Mileage (150 miles round trip X \$0.56/mi)x1	\$ 84
	Meals (\$20/trip x 1)	\$ 20
	Total Expenses	\$ 263

TOTAL FEE \$ 2,477

Nantucket Memorial Airport

Security Upgrades and Improvements

Article B: Design (Design and Specifications)

	WORK ITEM	Principle in Charge	Project Manager	Systems Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Develop Technical Specifications		2	24	8			34
2	Develop Front End Specifications		2		16			18
3	Develop construction schedule		4	8	16			28
4	Prepare and attend one (1) meeting for coordination		8	8				16
5	Prepare and attend two (2) meeting for construction phasing		8	16				24
6	Develop construction cost estimates at 90%, 100% and as-advertised design levels		4	8	24			36
7	Attend design review meeting with airport staff		8	8				16

8 Develop the following plans

90% Submission

a.	Cover/Index (1)			2		4		6
b.	Location and Vicinity Plan (1)			2		4		6
c.	General Plan (1)			2		4		6
d.	Location Details Plan (1)		2	2		4		8
e.	Communications and Conduit routing (1)			2		4		6
f.	Typical Elevations (1)		1	3		4		8
g.	Electrical and Communications Details (2)		2	4		4		10
h.	Fence Plans & Details (3)			4		16		20
i.	Misc. Details (1)		1	2		4		7
9	Coordinate and distribute plans and specifications				4	4		8
10	QA/QC for 90% submission	2						2

Nantucket Memorial Airport

Security Upgrades and Improvements

Article B: Design (Design and Specifications)

	WORK ITEM	Principle in Charge	Project Manager	Systems Engineer	Engineer	CADD	WORD PROC	TOTAL
11	Address Final Comments for 100% submission	1		8	8	16		33
12	Engineer's Report	1	4	8	4			17

100% Submission

a.	Cover/Index (1)			2		4		6
b.	Location and Vicinity Plan (1)			2		4		6
c.	General Plan (1)			2		4		6
d.	Location Details Plan		2	2		4		8
e.	Communications and Conduit routing			2		4		6
f.	Typical Elevations		1	3		4		8
g.	Electrical and Communications Details (2)		2	4		4		10
h.	Fence Plans & Details (3)			2		4		6
i.	Misc. Details (1)		1	2		4		7
13	Coordinate and distribute plans and specifications				2	4		6
14	QA/QC for 100% submission	2						2
15	Address 100% design comments for as-advertised plan set			8		16		24
	TOTAL HOURS	6	52	140	82	124	0	404
	RATE	\$ 92	\$ 55	\$ 60	\$ 40	\$ 30	\$ 20	-----
	PAYROLL ESTIMATE	\$ 552	\$ 2,860	\$ 8,400	\$ 3,280	\$ 3,720	\$ -	\$ 18,812

Task Expenses:

4, 5	Flight (\$147/trip x 7)	\$ 1,029
	Parking (\$12/trip x 3)	\$ 36
	Mileage (202 miles round trip X \$0.565/mi)x3	\$ 342
	Meals (\$20/trip x 3)	\$ 60
13	Printing 90% submission	
	Plans - 12 sets @ \$50/set	\$ 600
	Specifications - 12 sets @ \$50/set	\$ 600
	Printing 100% submission	
	Plans - 5 sets @ \$50/set	\$ 250
	Specifications - 5 sets @ \$50/set	\$ 250
	Total Expenses	\$ 3,167

TOTAL PAYROLL	\$ 18,812
Overhead 116.08%	\$ 21,837
Subtotal	\$ 40,649

Profit 12%	\$ 4,878
Payroll Fee	\$ 45,527
Subconsultants	\$ -

Expenses	\$ 3,167
Lump Sum Fee Total	\$ 48,694

TOTAL FEE \$ 48,694

Nantucket Memorial Airport

Security Upgrades and Improvements

Article C: Advertising and Bidding

	WORK ITEM	Principle in Charge	Project Manager	Systems Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Prepare plan sets				4	4		8
2	Prepare Invitation to Bid		2	4	4			10
3	Prepare and attend pre-bid conference		0	8				8
4	Issue addendum		2	4	0	2		8
5	Review bids and make recommendation	1	4	1				6
6	Issue Notice to Award			1	4		2	7
7	Maintain plan holder's list			4			0	4
8	Coordinate and administer bid deposits and return of deposits				1		2	3
	TOTAL HOURS	1	8	22	13	6	4	54
	RATE	\$ 92	\$ 55	\$ 60	\$ 40	\$ 30	\$ 20	-----
	PAYROLL ESTIMATE	\$ 92	\$ 440	\$ 1,320	\$ 520	\$ 180	\$ 80	\$ 2,632

TOTAL PAYROLL	\$	2,632
Overhead 116.08%	\$	3,055
Subtotal	\$	5,687
Profit 12%	\$	682
Payroll Fee	\$	6,369
Subconsultants	\$	-
Expenses	\$	1,513
Lump Sum Fee Total	\$	7,882

Task Expenses:

1	Printing	
	Plans - 25 sets @ \$25/set	\$ 625
	Specifications - 25 sets @ \$25/set	\$ 625
3	Flight (\$147/trip x 1)	\$ 147
	Mileage (150 miles round trip X \$0.56/mi)x1	\$ 84
	Parking (\$12/trip x 1)	\$ 12
	Meals (\$20/trip x 1)	\$ 20
	Total Expenses:	\$ 1,513

TOTAL FEE	\$ 7,882
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Nantucket Memorial Airport

Security Upgrades and Improvements

Article D: General Administration

	WORK ITEM	Principle in Charge	Project Manager	Systems Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Develop Scope of Work and Contract	1	4	4				9
2	Attend one (1) meeting to negotiate fee		4	4				8
3	Prepare and distribute engineering contracts				8		2	10
4	Prepare and submit State and FAA Grant Applications		2		8		2	12
5	Prepare six (6) pay requests		1		6			7
6	Retain Project related records		0	2	4			6
7	Prepare Record Drawings and Close Out Documentation	1	2	4	4	16		27
8	Assist ACK with FAA DBE Plan				8			8
	TOTAL HOURS	2	13	14	38	16	4	87
	RATE	\$ 92	\$ 55	\$ 60	\$ 40	\$ 30	\$ 20	----
	PAYROLL ESTIMATE	\$ 184	\$ 715	\$ 840	\$ 1,520	\$ 480	\$ 80	\$ 3,819

Task Expenses:

2	Mileage (150mi @ .56/mi x 1)	\$ 84
	Parking (\$12/trip x 1)	\$ 12
	Flight (\$147/trip x 1)	\$ 147
	Meals (\$20/trip x 1)	\$ 20
	Total Expenses	\$ 263

TOTAL PAYROLL	\$ 3,819
Overhead 116.08%	\$ 4,433
Subtotal	\$ 8,252
Profit 12%	\$ 990
Payroll Fee	\$ 9,242
Subconsultants	\$ -
Expenses	\$ 263
Lump Sum Fee Total	\$ 9,505

TOTAL FEE \$ 9,505

Nantucket Memorial Airport

Security Upgrades and Improvements

Article E: Construction Administration

	WORK ITEM	Principle in Charge	Project Manager	Systems Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Issue Notice to Proceed				2		1	3
2	Pre-Construction Meeting		8	8				16
3	Review shop drawings		2	8	24			34
4	Attend Site Visits and Job Meetings (Assume 1)			8				8
5	Prepare and Issue Written Directives				8		8	16
6	Review/Approval of Contractors Monthly Bills		4					4
7	Prepare and Work on Change Orders		2	4	8		0	14
8	Observe Work and Report to Owner		2	8				10
9	Attend Final Inspections			8				8
10	QA/QC	1						
	TOTAL HOURS	1	18	44	42	0	9	113
	RATE	\$ 92	\$ 55	\$ 60	\$ 40	\$ 30	\$ 20	-----
	PAYROLL ESTIMATE	\$ 92	\$ 990	\$ 2,640	\$ 1,680	\$ -	\$ 180	\$ 5,582

Task Expenses:

4	Flight (\$147/trip x 2)	\$ 294
	Parking (\$12/trip x 2) + Mileage (150 miles * \$0.56/mi) * 2	\$ 194
	Meals (\$20/trip x 2)	\$ 40
2 & 9	Flight (\$147/trip x 2)	\$ 294
	Parking (\$12/trip x 2) + Mileage (150 miles * \$0.56/mi) * 2	\$ 194
	Meals (\$20/trip x 2)	\$ 40
Total Expenses		\$ 1,056

TOTAL PAYROLL	\$ 5,582
Overhead 116.08%	\$ 6,480
Subtotal	\$ 12,062
Profit 12%	\$ 1,447
Payroll Fee	\$ 13,509
Subconsultants	\$ -
Expenses	\$ 1,056
Cost Plus Fixed Fee Total	\$ 14,565

TOTAL FEE	\$ 14,565
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Nantucket Memorial Airport

Security Upgrades and Improvements

Article F: Resident Engineering

	WORK ITEM	Principle in Charge	Project Manager	Systems Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Coordinate and Attend Meetings			8				8
2	Attend Pre-Construction Meeting		0	8				8
3	Attend Final Inspection			8				8
4	Attend Punch List Follow Up Inspections (Assume 1)			8				8
								0
								0
								0
								0
	TOTAL HOURS	0	0	32	0	0	0	32
	RATE	\$ 92	\$ 55	\$ 60	\$ 30	\$ 30	\$ 20	-----
	PAYROLL ESTIMATE	\$ -	\$ -	\$ 1,920	\$ -	\$ -	\$ -	\$ 1,920

Sub-Consultant

TOTAL PAYROLL	\$	1,920
Overhead 116.08%	\$	2,229
Subtotal	\$	4,149
Profit 12%	\$	498
Payroll Fee	\$	4,647
Subconsultants	\$	-
Expenses	\$	1,064
Cost Plus Fixed Fee Total	\$	5,711

Task	Expenses:	
1,2,3,4	Flight (\$147/trip x 4)	\$ 588
1,2,3,4	Parking (\$12/trip x 4)	\$ 60
1,2,3,4	Mileage (150 miles round trip X \$0.56/mi)x4	\$ 336
1,2,4	Meals (\$20/trip x 4)	\$ 80
	Total Expenses	\$ 1,064

TOTAL FEE	\$	5,711
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NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: Hyannis Air Service, Inc.
Db a Cape Air / Nantucket Airlines
Attn: Chuck Ferrara

ADDRESS: 660 Barnstable Road
Barnstable Airport, North Ramp
Hyannis, MA 02601

PHONE: 508-790-3122 ext. 105

SPACE: (counters/offices/common)

INTENDED USE: Commuter Airline

LOCATION: Terminal

SIZE: 6,312 (SQ.FT.)
(1,112 office, 5200 common)

ANNUAL FEES: \$1,500.00 (Business Fee)
\$ 960.00 (Intercom)

RENT (PAYABLE MONTHLY): \$8,040

PLUS: Landing Fees/Freight

AMOUNT IN LIEU OF TAXES: None

SECURITY DEPOSIT: \$24,120.00 (On Deposit)

STARTING DATE: 6/1/2014

ENDING DATE: 6/30/14

This Lease Agreement, made this _____ day of _____, 2014, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and Hyannis Air Service, Inc. hereinafter called "LESSEE".

In consideration of the mutual covenants and agreements hereinafter set forth, LESSOR and LESSEE agree as follows:

1. PREMISES: LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement. Notwithsatnding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. TERM: The initial term of this Agreement shall be for a period of up to one (1) month, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. RENT: LESSEE shall pay LESSOR its rent monthly, the sum of \$8,040.00 in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay a monthly fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

4. PERMITTED USE OF PREMISES: The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. MAINTENANCE AND USE OF PREMISES: The Lessee shall at its own cost and expense agree:

(a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.

(c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.

6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(a) To 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 LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time 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 LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: LESSEE shall observe and obey all laws and rules and regulations of Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Authority (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine, above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all lessees conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of their tenancy. Each lessee must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the DOT (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radiomactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, which consent may be withheld in LESSOR'S sole and absolute discretion. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to

any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by LESSEE, its agents, employees, contractors, representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same. This provision shall survive the expiration or termination of this Lease.

11. INSURANCE AND INDEMNIFICATION: THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

ADDITIONAL INSURED:

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

INDEMNIFICATION: LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees), (a) arising directly or indirectly from the failure of the LESSEE or LESSEE'S contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations or lawful direction now or hereafter in force of any public authority, and (b) arising directly or indirectly from any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

LIABILITY INSURANCE: The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$1,000,000, for each occurrence with property damage insurance in limits of \$500,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

FIRE INSURANCE: The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. **DEFAULT AND BANKRUPTCY:** If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

- (a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity, or
- (c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal, or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition ordinary wear and tear excepted and remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

(a) The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree 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 Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, 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 the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

(1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.

(b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.

(c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.

(d) Sublease; Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Signature Page to Follow

NOTICE TO LESSEE:

DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: Hyannis Air Service, Inc.

Lessor: Nantucket Memorial Airport Commission

By:_____

By:_____Chairman

Title



Deval L. Patrick, Governor
Richard A. Davey, Secretary & CEO
Christopher J. Willenborg, Administrator



May 23, 2014

Mr. Daniel Drake, Chairperson
Nantucket Airport Commission
Nantucket Memorial Airport
14 Airport Road
Nantucket, MA 02554

Re: MassDOT Aeronautics Division Grant Award Notification
Nantucket Memorial Airport

Dear ,

The Massachusetts Department of Transportation (MassDOT), Aeronautics Division is pleased to inform you that a state grant has been awarded to your airport for the following project:

Airport:	<i>Nantucket Memorial Airport</i>
Date of Award:	<i>May 23, 2014</i>
Project Name:	<i>Purchase Maintenance Equipment</i>
Project Number:	<i>ASMP-2014-ACK-8</i>
Grant Number:	<i>ACKMEQUIP</i>
Grant Amount:	<i>\$ 224,520</i>
Grant Expiration Date:	<i>June 30, 2014</i>

A standard contract and airport grant assurances will be provided under separate cover. Please sign/date the *STANDARD CONTRACT* form as soon as possible and send back to MassDOT.

If you have any questions concerning this matter, please call me at (617) 412-3678.

Sincerely,

Thomas F. Mahoney, PE
Director of Airport Engineering

cc: File
T. Rafter, Airport Manager (via email)

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**NANTUCKET MEMORIAL AIRPORT COMMISSION
ENERGY & ENVIRONMENT SUBCOMMITTEE
MEETING MINUTES**

MEETING PLACE: Airport Administration Conference Room, 14 Airport Rd

MEETING DATE: May 2, 2014

MEETING TIME: 4:00 – 5:30 pm

ATTENDING: Arthur Gasbarro, Vice Chair, Nantucket Airport Commission
Neil Planzer, Nantucket Airport Commission
Tom Rafter, Airport Manager
Noah Karberg, Environmental Coordinator

1. Noise Abatement Program

The Committee reviewed the noise abatement statistics from February 2013 through April 2014, in context of complaint type, complaint number, and area of the Island where complaints originated. Important points of discussion included:

- A calendar year drop in volume of complaints. This was credited to several factors including:
 - The effectiveness of the program
 - The change in air service components, specifically away from air taxis and towards fractional PC12, charters, and corporate traffic
 - The on-line complaint form being out of service.
- Also discussed was the assumption that while the lack of a functioning online complaint form did affect the overall number of complaints, the portion of complaints attributable to each complaint category should be relatively similar.
- While MedFlights are not viewed as complaints, they are tracked and counted separately, as they represent a time and resource requirement for investigation. This is meant as a basis for tracking hours and time, and not meant to suggest the Commission take an active role in formulating solutions.
- A question was raised about the amount of complaints ACK sees per # of operations, and how this compares nationally. Without a functioning online complaint component, the metric of approximately 1 complaint per 1,000 operations is thought to be fairly successful.
- A discussion was raised regarding the 2012 Notice to Airmen, which provides the noise abatement routes and information to Pilots. It was determined that the Notice was very confusing in some respects, and that it should be reviewed by a few other pilots and potentially reedited for brevity and/or clarification.
- Several of the most common complaint categories were discussed in detail.
 - In corridor flights, which tend to involve aircraft flying within noise abatement corridors, mostly in the 3rd point area, and involve non specific complaints, are 23% of the total.

- IA C208 flights, which involve a specific operation of Island Air's Caravan overflying the Island, and the role of the single engine exemption (20% of the total).
- IFR flights, which generate 13% of complaints.
- Out of corridor flights, those flights where aircraft are flying out of a noise abatement corridor, without having an ATC-driven reason to do so (9%).
- Mentioned briefly for context, were 10-year changes in operational data that have trended to aircraft of larger wingspan, and the pressure this puts on ramp parking, driving runway closures for parking overflow, and resulting changes in air traffic patterns. This is a small portion of complaints, but is expected to grow over time.

The Committee reviewed the anticipated Noise Program Budget for 2015. Points of discussion included:

- The utility and role of flight tracking software. Specifically discussed was which flight tracking product would provide 80% utility, while only requiring 20% of the overall cost. The conclusion of a spirited and interesting discussion was that even though flight tracking software was becoming less relevant in determining the cause for out of corridor flights, it was extremely useful as a tool for public engagement and perception, and should remain an important part of the noise program budget.
- The difference between contracted services and contracted data feeds, and how changes in FAA policy for data acquisition and supply have affected the marketplace. This discussion rolled into a decision that the Airport should not pursue a more expensive B&K product.
- The usefulness of other budget items was commented upon. Specifically, low cost items such as APU signage, pamphlets, public engagement, and a portably noise monitoring station were seen as very low cost, very effective ways to engage and communicate policies.
- A conclusion was reached that the Airport had done numerous things to help reduce the impact of aircraft noise on the community, and not only should these be noted and popularized, but the airport cannot sit back on success. While noise complaints will always be present, especially in busy summer months, the Airport should continue to focus on measures that keep it from backsliding to the pressures and negative interactions of the mid 2000's.

The Committee also reviewed comments on the Master Plan noise study and 65 DNL contours. Items of review included:

- A review of the new 65 DNL corridor, and the historical role of decreasing operations, change in aircraft types, and aircraft routes that have reduced the average annual 65 DNL, as modeled by the relevant noise programs from 1987. Not available over all the same intervals are the peak summer corridors as they were modeled differently, and were not apples to apples type comparisons.
- A review the KM Chung week long noise modeling study. New information was discussed that pointed to the highest noise impacted areas were subject to only a fraction of operations, and that these areas were likely due just to high ambient background noise.

The point was again raised that coverage can be spotty given prevailing winds for a short period study, and the purchase and deployment of an Airport-owned noise monitoring station could provide innumerable benefits – such as identifying areas the airport may be missing, public relations, etc.

- A data set was briefly discussed which examined operation times for both overall aircraft, and specifically for corporate jets. The data set looked at operation times for each during daily hourly intervals, DNL night penalty operations (10pm to 7am), and night penalty over the course of a year.

2. 2014 TAC Meeting update

The 2014 TAC meeting was reviewed for the entire committee. The review focused on the origin of the TAC and the context of rare species and habitat management derived from the Massachusetts Endangered Species Act. Specifically discussed were the upcoming habitat management goals for the Airport, including a delay in burning, and large areas of mowing. Also discussed was aligning the above strategies with the Wildlife Hazard Management Plan.

3. Carbon Neutral Airport Program update

The Kickoff meeting for the Carbon Neutral Airport Program was discussed, as well as the beginning of the Investment grade Audit for this Spring.

4. Wildlife Management

The presence of 3 deer in the AOA was related to the Committee. Internal efforts have failed to remove them: USDA Wildlife Services will be contracted for removal.

5. Master Plan Updates

Airport staff have been working with Jacobs Engineering to create a fencing plan that will culminate in a NOI to be brought before the Conservation Commission.

6. FUDS and Stockpile X updates

The FUDS project was reviewed briefly, in the context that no additional rare species or habitat mitigation was needed, as the Bunker area had recently been reviewed, and a rare species area identified and protected.



Nantucket Memorial Airport

Monthly Statistical Report

(April 2014)



Nantucket Memorial Airport

Operations FY2012 vs. FY2013

			CY 2011						CY 2012							
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL	
FY2012	ITINERANT	Air Carrier	158	147	107	16	0	0	0	0	0	0	2	143	573	
		Air Taxi	11,478	10,848	8,113	6,781	6,041	6,249	5,646	4,968	4,573	6,133	5,498	9,820	86,148	
		General Aviation	5,408	5,515	3,444	2,540	1,799	1,907	1,252	1,116	1,251	1,746	1,929	4,140	32,047	
		Military	23	36	66	243	44	74	66	15	59	27	25	82	760	
		TOTAL	Intinerant	17,067	16,546	11,730	9,580	7,884	8,230	6,964	6,099	5,908	7,906	7,452	14,185	119,551
	LOCAL		Civil	0	21	0	0	8	4	2	4	20	60	69	94	282
			Military	2	4	0	0	0	4	0	0	0	0	14	36	60
		TOTAL	Local	2	25	0	0	8	8	2	4	20	60	83	130	342
		TOTAL	Operations	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5,928	7,966	7,618	14,315	119,976

Up 5.77%

			CY 2012						CY 2013						
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Fy2013	ITINERANT	Air Carrier	182	190	93	32	0	0	0	0	9	0	76	150	732
		Air Taxi	12,413	12,315	9,388	7,022	6,382	5,864	5,355	4,419	5,604	6,368	7,532	8,226	90,888
		General Aviation	6,370	6,249	3,917	2,360	2,104	1,393	1,188	1,038	1,565	1,859	2,619	3,290	33,952
		Military	75	99	161	128	136	50	96	73	69	78	75	105	1,145
		TOTAL	19,040	18,853	13,559	9,542	8,622	7,307	6,639	5,530	7,247	8,305	10,302	11,771	126,717
	LOCAL	Civil	18	55	22	6	2	2	0	16	10	0	0	8	139
		Military	4	0	8	33	0	0	6	0	0	0	0	0	51
		TOTAL	22	46	30	39	2	2	0	16	10	0	0	8	175
		Operations	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	10,302	11,779	126,898
		% Change	11.68%	14.05%	15.85%	0.01%	9.28%	-11.28%	-4.61%	-9.13%	22.42%	4.26%	35.23%	-17.72%	5.77%



Nantucket Memorial Airport

Operations FY2013 vs. FY2014

Fy2014

		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			567
	Air Taxi	11,154	11,707	9,099	7,487	5,677	5,239	4,174	3,655	4,694	5,875			68,761
	General Aviation	4,980	5,790	3,809	2,481	1,755	1,759	1,111	1,066	1,307	1,927			25,985
	Military	104	39	129	134	68	24	44	91	22	62			717
	TOTAL	16,437	17,737	13,152	10,154	7,500	7,022	5,329	4,812	6,023	7,864			96,030
LOCAL	Civil	22	18	16	30	28	18	0	9	8	6			155
	Military	0	6	2	0	4	0	0	0	0	0			12
	TOTAL	22	24	18	30	32	18	0	9	8	6			167
	TOTAL	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870			96,197
% Change		-13.66%	-6.02%	-3.08%	6.29%	-12.66%	-3.68%	-19.80%	-13.07%	-16.89%	-5.24%			

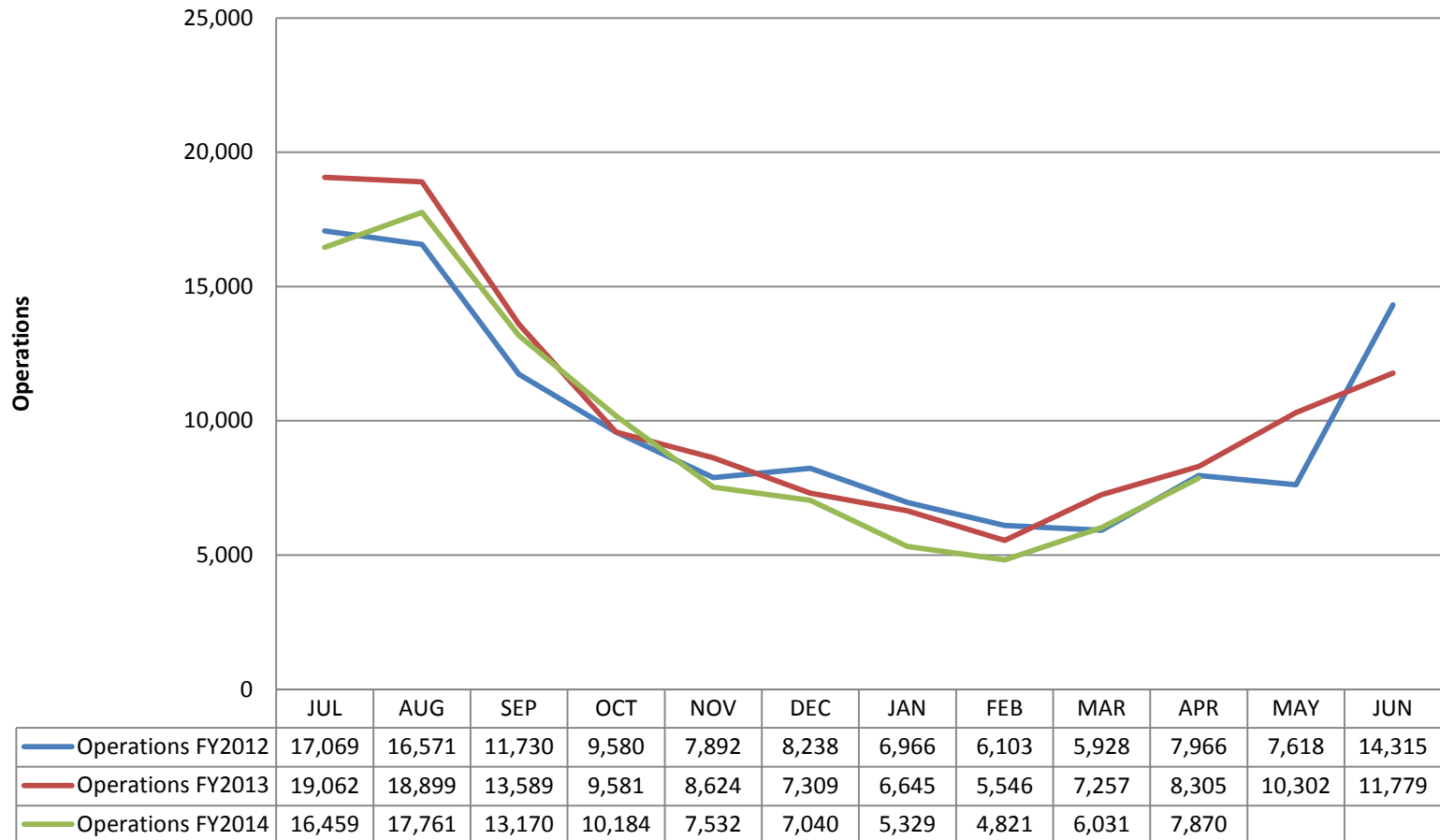
Apr 2013 vs. Apr 2014 Down - 5.24%
YTD Down - 8.22%

YTD	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL	% Change
Operations FY2012	17,069	16,571	11,730	9,580	7,892	8,238	6,966	6,103	5,928	7,966	98,043	
Operations FY2013	19,062	18,899	13,589	9,581	8,624	7,309	6,645	5,546	7,257	8,305	104,817	6.91%
Operations FY2014	16,459	17,761	13,170	10,184	7,532	7,040	5,329	4,821	6,031	7,870	96,197	-8.22%



Nantucket Memorial Airport

Operations FY2012- FY2014



Nantucket Memorial Airport

Passenger Enplanements FY2012 vs. FY2013

FY2012	AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	Cape Air (KAP)	8,251	8,638	5,981	3,843	1,962	1,824	1,229	1,176	1,289	1,900	3,368	4,391	43,852
	Colgan (USAirways - CJC)	1,505	1,852	273	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	3,630
	Piedmont/United	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	1,050	1,050
	Continental Connection (Comut air)	2,259	2,341	142	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	4,742
	Delta Express (Freedom Air)	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	0
	Delta Airlines/ComAir	1,720	1,758	286	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	1,176	4,940
	Island Air (ISA)	5,713	7,742	6,368	5,852	5,034	5,052	3,787	3,910	4,160	5,332	4,904	5,450	63,304
	JetBlue Airways	4,783	4,807	2,966	Closed	Closed	Closed	Closed	Closed	Closed	Closed	1,447	3,746	17,749
	Nantucket Air (ACK)	2,276	2,256	2,041	2,147	1,957	1,822	1,713	1,954	2,165	2,397	2,470	2,734	25,932
	Nantucket Shuttle	2,337	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	2,337
	Tradewind Aviation	618	642	361	170	76	54	0	7	13	45	192	0	2,178
	USAirways (Air Wisconsin - AWI)	1,737	1,752	326	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	377	4,192
	Monthly Total	31,199	31,788	18,744	12,012	9,029	8,752	6,729	7,047	7,627	9,674	12,381	18,924	173,906

Up . 82%

FY2013		CY 2012						CY 2013						
	AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	Cape Air (KAP)	7,722	7,977	6,815	3,526	1,916	1,883	1,112	1,106	1,307	2,019	3,470	3,929	42,782
	Piedmont/United	3,241	2,946	0	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	1,714	7,901
	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	1,816	2,008	0	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	1,135	4,959
	Island Air (ISA)	6,792	6,696	5,772	4,748	4,387	4,621	3,359	3,249	4,176	5,038	5,677	5,480	59,995
	JetBlue Airways	6,420	7,473	3,825	1,083	Closed	Closed	Closed	Closed	Closed	Closed	1,774	4,591	25,166
	Nantucket Air (ACK)	2,892	2,966	2,621	2,249	2,085	2,080	1,699	1,537	1,990	2,282	2,265	2,236	26,902
	Tradewind Aviation	750	716	408	524	88	63	13	1	8	68	293	311	3,243
	USAirways (Air Wisconsin - AWI)	1,851	2,070	8	Closed	Closed	Closed	Closed	Closed	Closed	Closed	Closed	451	4,380
	Monthly Total	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5,893	7,481	9,407	13,479	19,847	175,328
	% Change Prior Year	0.91%	3.35%	3.76%	0.98%	-6.12%	-1.20%	-8.11%	-16.38%	-1.91%	-2.76%	8.87%	4.88%	0.82%



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			34,365
	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			42,466
	JetBlue Airways	7,536	8,406	4,520	1,505	Closed	Closed	Closed	Closed	Closed	Closed			21,967
	Nantucket Air (ACK)	2,402	2,812	2,243	2,339	1,787	1,541	2,384	1,340	1,999	2,375			21,222
	Tradewind Aviation	905	957	326	150	105	121	9	12	8	112			2,705
	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	0	0	140,058
	% Change Prior Year	1.67%	8.85%	4.53%	4.41%	-8.95%	-12.87%	-23.53%	-23.54%	-15.01%	-10.14%			

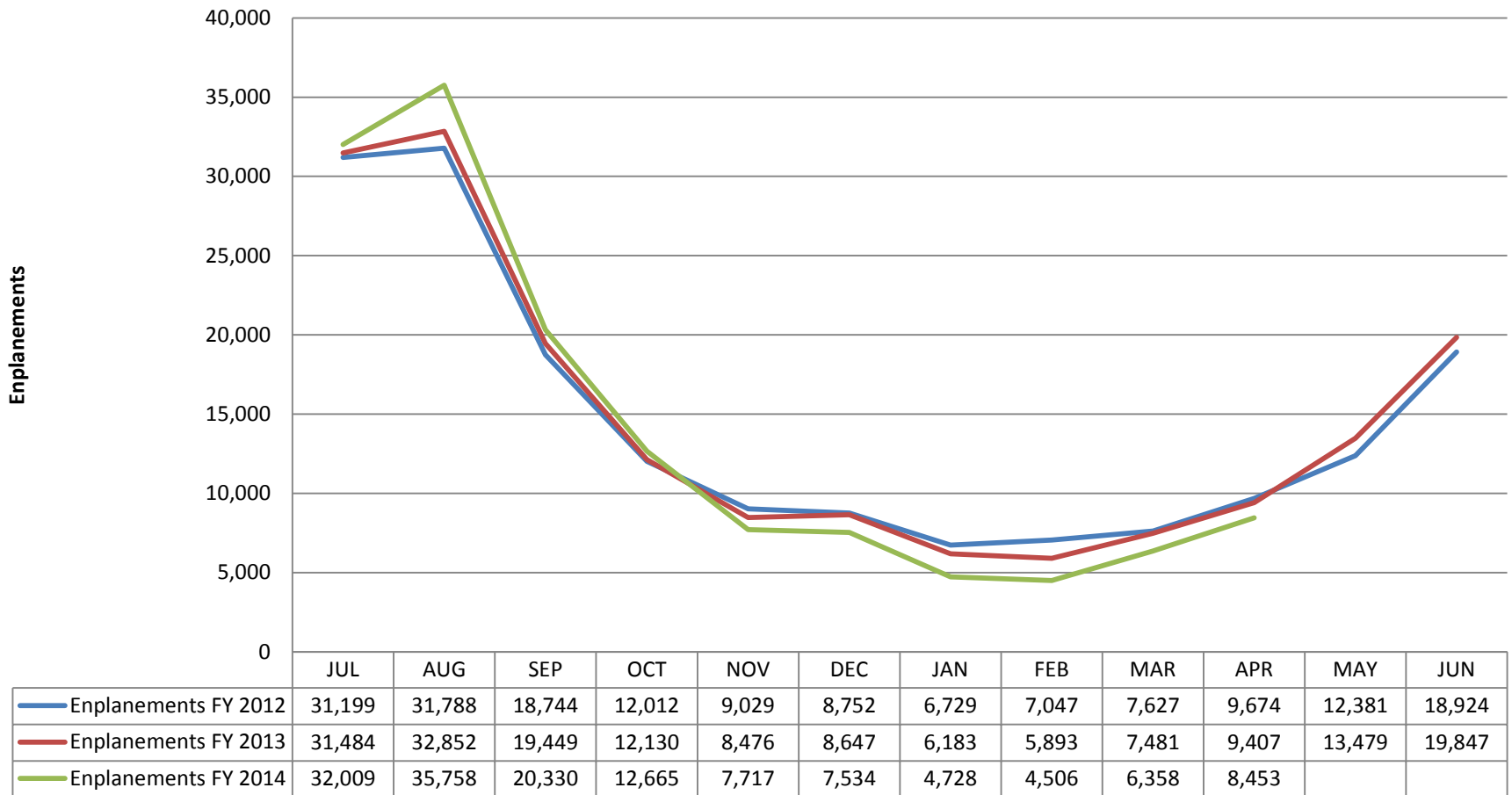
Apr vs. Apr Down - 10.14%
YTD Down - 11.8%

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	TOTAL	% Change
Enplanements FY 2012	31,199	31,788	18,744	12,012	9,029	8,752	6,729	7047	7627	9674	142,601	
Enplanements FY 2013	31,484	32,852	19,449	12,130	8,476	8,647	6,183	5893	7481	9407	142,002	-0.42%
Enplanements FY 2014	32,009	35,758	20,330	12,665	7,717	7,534	4,728	4,506	6,358	8,453	125,247	-11.80%



Nantucket Memorial Airport

Passenger Enplanements FY2012 - FY 2014





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		-	964,353.00	

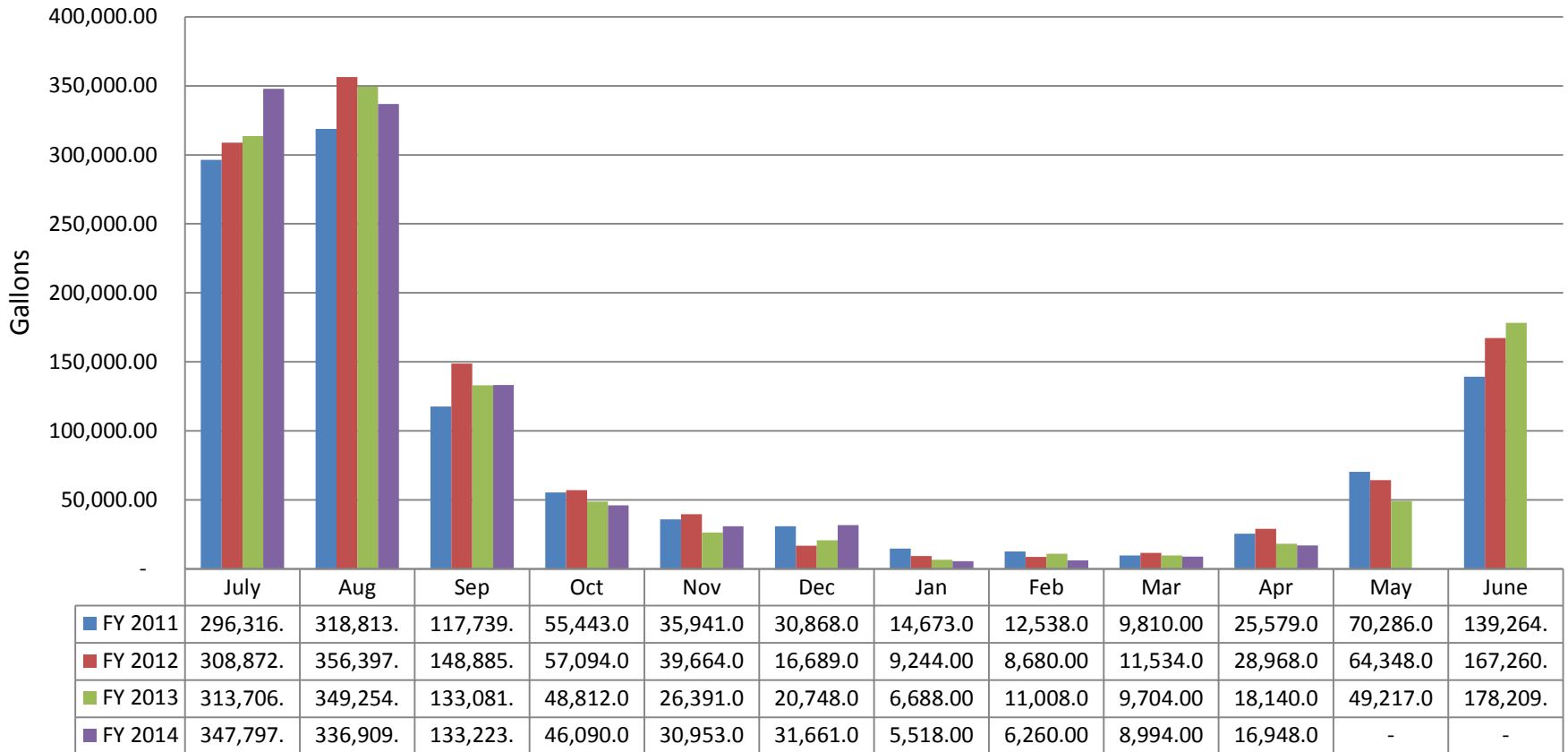
Apr vs. Apr Down - 7%
YTD up 2.86%

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	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	917,720.00	
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	986,027.00	7.44%
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	937,532.00	-4.92%
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	964,353.00	2.86%



Nantucket Memorial Airport

Monthly JetA Gallons Sold *per fiscal year*





Nantucket Memorial Airport

AvGas Gallons Sold FY2011 vs. FY2014

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>	<u>% Change</u>
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	-	-	91,318.80	

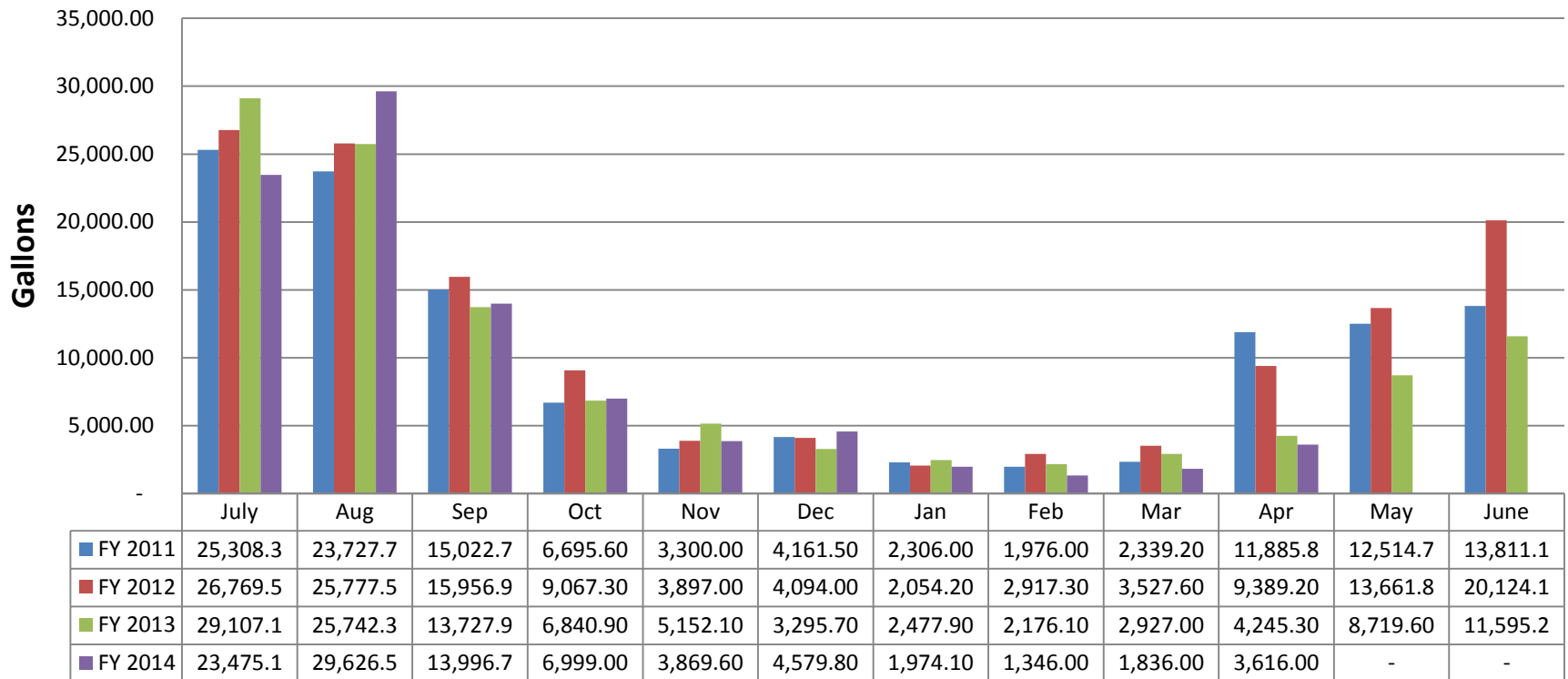
Apr vs. Apr Down - 15%
YTD Down - 4.57%

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>YTD Total</u>	<u>% Change</u>
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	96,722.80	
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	103,450.50	6.96%
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	95,692.30	-7.50%
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	3,616.00	91,318.	-4.57%



Nantucket Memorial Airport

Monthly 100LL Gallons Sold *Per Fiscal Year*





Nantucket Memorial Airport

Noise Calls FY2011 vs. FY2014

	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			56	

Apr vs. Apr Down - 100%
YTD Down - 70.37%

	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	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			56	-70.37%



Nantucket Memorial Airport

FY 2011 - FY 2014 Noise Calls

