



CITY OF NEW BEDFORD

JONATHAN F. MITCHELL, MAYOR

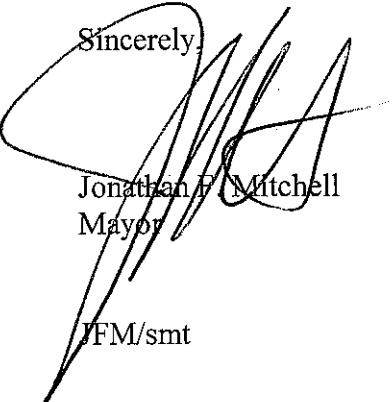
October 19, 2017

City Council President Joseph P. Lopes, and
Honorable Members of the City Council
133 William Street
New Bedford, MA 02740

Dear Council President Lopes and Honorable Members of the City Council:

I am submitting for your approval a LOAN ORDER in the amount of \$8,538,654 to pay costs of the reconstruction of Runway 14-32 at New Bedford Airport including design, engineering, administrative and construction services, and all other costs related thereto to be reduced by the amount of any state or federal aid received at the time of issuance.

Sincerely,



Jonathan F. Mitchell
Mayor

JFM/smt



CITY OF NEW BEDFORD

CITY COUNCIL

October 26, 2017

A LOAN ORDER TO PAY COSTS OF THE RECONSTRUCTION OF RUNWAY 14-32 AT NEW BEDFORD AIRPORT INCLUDING DESIGN, ENGINEERING, ADMINISTRATIVE AND CONSTRUCTION SERVICES, AND ALL OTHER COSTS RELATED THERETO TO BE REDUCED BY THE AMOUNT OF ANY STATE OR FEDERAL AID RECEIVED AT THE TIME OF ISSUANCE

BE IT ORDERED, BY THE CITY COUNCIL OF THE CITY OF NEW BEDFORD AS FOLLOWS:

That the City appropriates the amount of Eight Million Five Hundred Thirty-Eight Thousand Six Hundred Fifty-Four (\$8,538,654) to pay costs of the reconstruction of Runway 14-32 at the New Bedford Airport, including design, engineering, and administrative and construction services, and for the payment of all other costs incidental and related thereto; that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is hereby authorized to borrow not exceeding the sum of Eight Million Five Hundred Thirty-Eight Thousand Six Hundred Fifty-Four (\$8,538,654), under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; and that the Mayor is authorized to contract for and expend any federal or state aid available for the project, provided however, that the amount authorized to be borrowed above shall be reduced to the extent of any grants, aid, or reimbursements received by the City on account of the project prior to the issuance of any bonds or notes on account thereof.

FURTHER ORDERED: That any premium received by the City upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

AND FURTHER ORDERED: That the City Treasurer is authorized to file an application with The Commonwealth of Massachusetts' Municipal Finance Oversight Board to qualify under Chapter 44A of the General Laws any and all bonds or notes of the City authorized by this vote or pursuant to any prior vote of the City, and to provide such information and execute such documents as the Municipal Finance Oversight Board of The Commonwealth of Massachusetts may require.

October 16th, 2017

The Honorable Jon Mitchell, Mayor
City Hall
133 William Street
New Bedford, MA 02740

Dear Mayor Mitchell:

The New Bedford Regional Airport (NBRA) is planning to commence with the Reconstruct, Mark/ Light/ Sign and Groove Runway 14-32 in December 2017. This project will also include the construction of a 'Haul Road' off New Plainville Rd. and tree clearing in the approaches of the runway. The Federal Aviation Administration (FAA) has engineered and will install new navigational and approach lighting as part of this project.

The projected cost to complete this project is \$8,538,654. The estimated completion date for this project is December 2018. The NBRA will receive 90% (\$7,640,055) reimbursement from the Federal Aviation Administration (FAA) and 5% (\$464,741) reimbursement from Massachusetts Department of Transportation Aeronautics Division. The local share of the project will be \$433,858, which will be paid from the Airport Enterprise Fund.

Therefore, I respectfully request the submission of a Loan Order for the full cost of the project to allow the project to proceed.

If you have any questions or concerns please feel free to contact me.

Sincerely:



Scot Servis
Airport Manager



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Date of Offer	<u>September 6, 2017</u>
Airport/Planning Area	<u>New Bedford Regional Airport</u>
AIP Grant Number	<u>3-25-0034-055-2017</u>
DUNS Number	<u>075719187</u>
TO:	<u>City of New Bedford, Massachusetts</u> (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 31, 2017, for a grant of Federal funds for a project at or associated with the New Bedford Regional Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Runway 14/32 (including Associated Taxiways B, C, and E);
Construct Access Road; and
Remove Obstructions in Runway 14/32 Approach Surfaces,

which is more fully described in the Project Application.

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

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$7,459,083.

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

\$0 for planning;

~~\$7,459,083~~ airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 21, 2017, or such subsequent date as may be prescribed in writing by the FAA.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator



September 29, 2017

Paul Barton, Chairman
New Bedford Airport Commission
New Bedford Regional Airport
1569 Airport Rd.
New Bedford, MA 02746

Re: MassDOT Aeronautics Division Grant Award Notification
New Bedford Regional Airport

Dear Mr. Barton,

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>New Bedford Regional Airport</i>
Date of Award:	<i>9/29/2017</i>
Project Name:	<i>Reconstruct Runway 14-32, Associated Taxiway Reconstruction, NAVAID Installation, Tree Clearing, Wetland Mitigation, and Access Road Reconstruction</i>
Project Number:	<i>3-25-0034-055-2017</i>
Grant Number:	<i>EWBRW1432</i>
Grant Amount:	<i>\$450,687.00</i>
Grant Expiration Date:	<i>6/30/2019</i>

Two standard contracts, two airport grant assurances, and one fully executed grant application are enclosed. Sign and return the following as soon as possible to MassDOT:

1. Two (2) signed standard contract forms; and
2. One (1) signed airport grant assurance. Keep the other grant assurance for your files.

If you have any questions concerning this matter, please call me at (617) 412-3689.

Sincerely,

Owen Silbaugh
Project Manager

cc: Airport Manager (via email)
file

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TTY: 857-368-0655
www.mass.gov/massdot

Application for Assistance
MassDOT Form AD1 (Last Modified: April 2017)

1. DATE SUBMITTED:		AIRPORT: New Bedford Regional Airport	
<input checked="" type="checkbox"/> APPLICATION	<input checked="" type="checkbox"/> CONSTRUCTION	CITY: New Bedford MA	
<input type="checkbox"/> PRE APPLICATION	<input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC	<input type="checkbox"/> PRIVATE
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING: Commercial Service/Scheduled Charter			
AIRPORT CONSULTANT: Airport Solutions Group			
CONGRESSIONAL DISTRICT: 9th			

2. PROJECT TITLE Reconstruct Mark, Light, and Groove RW 14-42, and Associated TW Reconstruction, NAVAIDS, Tree Clearing, Wetland Mitigation, and Access Road Construction

PROJECT DESCRIPTION

The New Bedford Regional Airport (EWB) is a public use and general aviation airport owned by the City of New Bedford and operated by the New Bedford Airport Commission. In order to continue to provide a safe operating environment for aircraft, the Airport's Runway 14-32 needs to be reconstructed. Runway 14-32 is at the end of its useful life with the last major rehabilitation taking place approximately 39 years ago (est. 1977). The runway shows signs of significant distresses in the form of longitudinal traverse, and alligator cracking throughout and has 2012 PCI rating of 64 which falls into the category of "Major Rehabilitation". In addition, the Runway is currently 150' in width and will be reduced as part of this project to 75' in width, which will require the relocation of FAA NAVAIDS including RW 32 REILS, RW 14 PAPI's and the replacement of RW 32 VASI with PAPI in a new location. The NAVAID relocation will be performed directly by the FAA under a separate grant. This project involves the removal of approach obstructions (vegetation) which currently penetrates 34:1 approach surface as defined by FAA Advisory Circular 150/5300-13A. This project also involves the removal of vegetation for the construction of a new emergency gravel access road between New Plainville Road and the abandoned Old Plainville Road. All vegetation clearing, grubbing and grading will be completed on Airport controlled lands, City of New Bedford controlled land, and off-Airport lands which contain an existing aviation easement. All lands requiring vegetation removal are currently identified in the Airport's Vegetation Management Plan (VMP).

The project will involve the following elements:

- Reconstruction of Runway 14-32 (approx. 5,000' x 75')
- Construction of a compliant RSA and ROFA on RW 14
- Install new runway edge lighting
- Install pavement markings
- Groove Runway 14-32
- Vegetation clearing for Runway 14-32 approaches
- Install gravel access road from New Plainville Road to airport
- Install new concrete encased duct bank
- Install new and/or replace existing guidance signs
- Aeronautical Study for Runway 14-32
- Environmental Permitting

Attach an 8.5 x 11" sketch showing the location of the project

3. PROJECT COST BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING	\$1,525,600.00			\$1,525,600.00
CONSTRUCTION	\$6,739,025.00	\$51,475.00		\$6,790,500.00
EQUIPMENT				
OTHER	\$15,952.00			\$15,952.00
ADMINISTRATION	\$5,520.00			\$5,520.00
TOTAL PROJECT COST	\$8,286,097.00	\$51,475.00		\$8,337,572.00

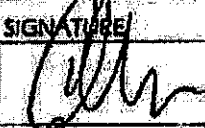




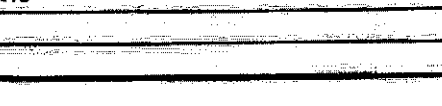
4. PROJECT FUNDING BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$7,459,083.00			\$7,459,083.00
LOCAL SHARE	\$413,507.00	\$10,295.00		\$423,802.00
STATE SHARE	\$413,507.00	\$41,180.00		\$454,687.00
TOTAL PROJECT COST	\$8,286,097.00	\$51,475.00		\$8,337,572.00

5. PROJECT SCHEDULE:

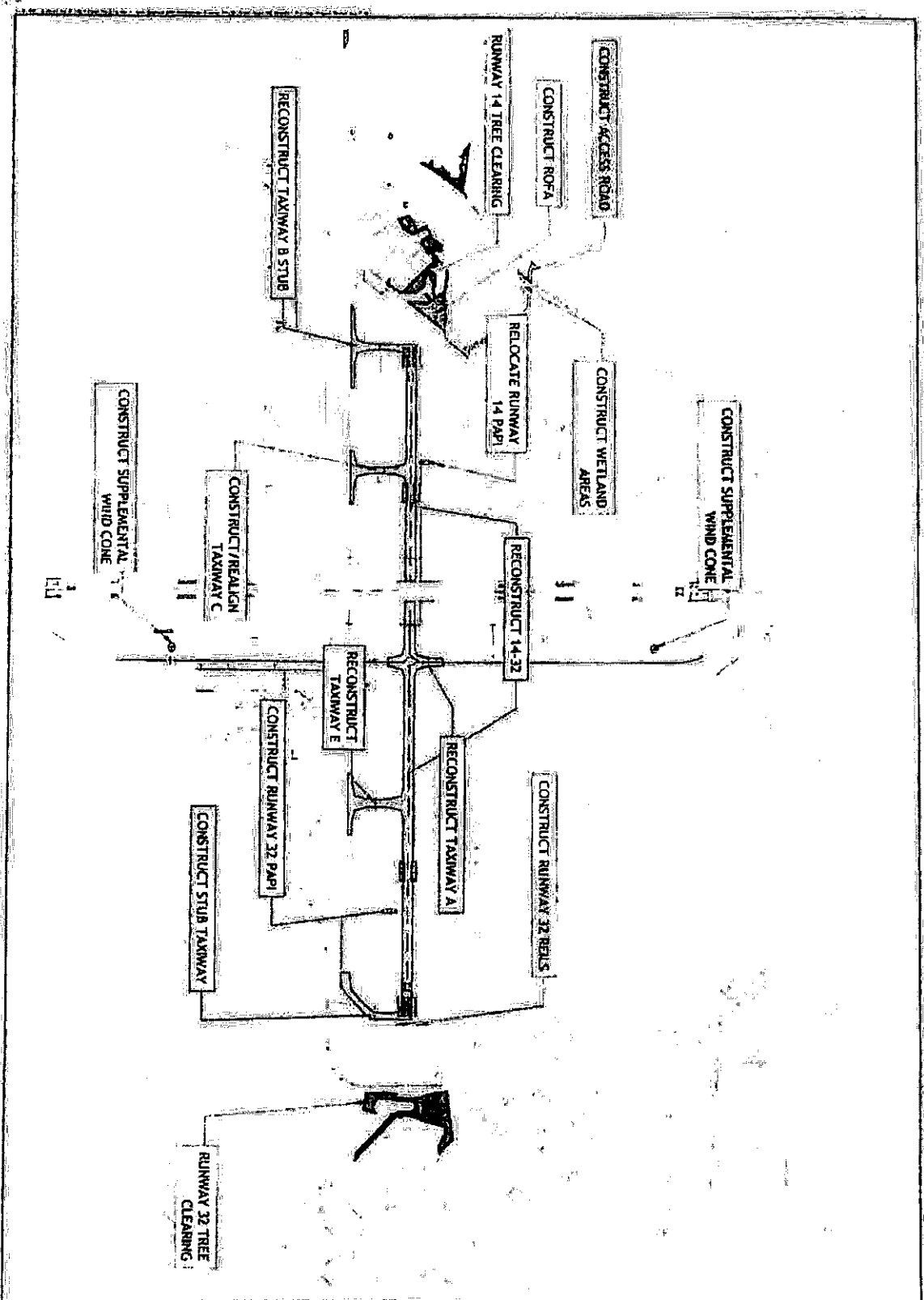
START DATE: 7/1/17			COMPLETION DATE: 12/31/18			
6. PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	QUARTER	FAA	LOCAL	STATE	TOTAL
2017	2018	Jul-Sep 2017	\$659,000	\$38,000	\$40,000	\$737,000
2017	2018	Oct-Dec 2017	\$526,000	\$30,000	\$32,000	\$588,000
2018	2018	Jan-Mar 2018	\$657,000	\$37,000	\$40,000	\$734,000
2018	2018	Apr-Jun 2018	\$1,900,000	\$108,000	\$116,000	\$2,124,000
2018	2019	Jul-Sep 2018	\$2,900,000	\$186,000	\$179,000	\$3,245,000
2018	2019	Oct-Dec 2018	\$817,083	\$44,802	\$47,687	\$909,572

7. OTHER INFORMATION				YES	NO	N/A
IS PROJECT REFLECTED IN STATE CAPITAL IMPROVEMENT PROGRAM (CIP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. SPONSOR CERTIFICATIONS				YES	NO	N/A
1. SPONSOR WILL COMPLY /HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SPONSOR WILL OBTAIN /HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. SPONSOR WILL MEET /HAS MET M/W/DBE REQUIREMENTS FOR THE PROJECT. ENTER ANTICIPATED % M/W/DBE PARTICIPATION: 4.33%				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. SPONSOR WILL ASSURE /HAS ASSURED THAT ALL NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN FOR CONSTRUCTION ON THE AIRPORT.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. SPONSOR WILL NOTIFY /HAS NOTIFIED ALL AIRPORT USERS OF PROPOSED PROJECT.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. SPONSOR WILL HAVE /DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9 TITLE	SIGNATURE	DATE
Craig A. Suster, P.E. AIRPORT CONSULTANT		7/31/17
Scott Servis Director of Aviation		7/31/17
Paul Barton AIRPORT COMMISSION CHAIRMAN		7/31/17
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING		9/28/17
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		9/28/17
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		9/28/17

10. MASSDOT - AERONAUTICS DIVISION COMMENTS



1	PROJECT NO.	100-100-100	PROJECT	NO. DATE	REVISION	
	DATE	10/1/80	RECONSTRUCT RUNWAY 14 & 32			
	DESIGNED BY	W.S.	OWNER			
	CHECKED BY	W.S.	NEW BEDFORD REGIONAL AIRPORT			
	DATE	10/1/80	NEW BEDFORD, MASSACHUSETTS			



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I - OFFER

Date of Offer	<u>September 6, 2017</u>
Airport/Planning Area	<u>New Bedford Regional Airport</u>
AIP Grant Number	<u>3-25-0034-056-2017</u>
DUNS Number	<u>075719187</u>

TO: City of New Bedford, Massachusetts
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 31, 2017, for a grant of Federal funds for a project at or associated with the New Bedford Regional Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Runway - FAA ATO Engineering Services Reimbursable Agreement for FAA Airway Facilities Design Services Associated with Runway 14/32 Reconstruction,

which is more fully described in the Project Application.

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

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$65,904. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$65,904 airport development or noise program implementation; and,
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343). The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and In Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 21, 2017, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator



September 29, 2017

Paul Barton, Chairman
New Bedford Airport Commission
New Bedford Regional Airport
1569 Airport Rd.
New Bedford, MA 02746

Re: MassDOT Aeronautics Division Grant Award Notification
New Bedford Regional Airport

Dear Mr. Barton,

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>New Bedford Regional Airport</i>
Date of Award:	<i>9/29/2017</i>
Project Name:	<i>FAA Reimbursable Agreement For Runway 14-32 NAVAIDs - Design</i>
Project Number:	<i>3-25-0034-056-2017</i>
Grant Number:	<i>EWBFAARAD</i>
Grant Amount:	<i>\$3,661,333</i>
Grant Expiration Date:	<i>6/30/2018</i>

Two standard contracts, two airport grant assurances, and one fully executed grant application are enclosed. Sign and return the following as soon as possible to MassDOT:

1. Two (2) signed standard contract forms; and
2. One (1) signed airport grant assurance. Keep the other grant assurance for your files.

If you have any questions concerning this matter, please call me at (617) 412-3689.

Sincerely,

Owen Silbaugh
Project Manager

cc: Airport Manager (via email)
file

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TTY: 857-368-0655
www.mass.gov/massdot



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, Secretary & CEO
 Jeffrey DeCarlo, Administrator



Application for Assistance
 MassDOT Form AD1 (Last Modified: April 2017)

1. DATE SUBMITTED: May 1, 2017	AIRPORT: New Bedford Regional Airport
<input checked="" type="checkbox"/> APPLICATION <input type="checkbox"/> CONSTRUCTION	CITY: New Bedford, MA
<input type="checkbox"/> PRE APPLICATION <input type="checkbox"/> PLANNING	<input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING: Commercial Service/Scheduled Charter	
AIRPORT CONSULTANT: Airport Solutions Group	
CONGRESSIONAL DISTRICT: Ninth (9 th)	

2. PROJECT TITLE: FAA Reimbursable Agreement for Runway 14-32 NAVAIDS

PROJECT DESCRIPTION

This project is to provide administrative services, design, and construction services (FAA Tech OPS) for the construction of the Runway 14-32 NAVAIDS (RW 14 PAPI; RW 32 PAPI; and RW 32 REILS) at EWB airport. The Engineer's work is limited to administrative services for preparing separate grant requests to the FAA and MassDOT and for certain other administrative tasks required to keep the project open until closeout. The FAA Tech OPS Division is responsible for all the other work, costs, and expenses associated with this project.

Attach an 8.5 x 11" sketch showing the location of the project.

3. PROJECT COST BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING				
CONSTRUCTION				
EQUIPMENT				
OTHER -FAA Reimbursable Agrmnt.	\$73,226.66		\$0.97	\$73,227.63
ADMINISTRATION				
TOTAL PROJECT COST	\$73,226.66		\$0.97	\$73,227.63

4. PROJECT FUNDING BREAKDOWN				
	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$65,904.00			\$65,904.00
LOCAL SHARE	\$3,661.33		\$0.97	\$3,662.30
STATE SHARE	\$3,661.33			\$3,661.33
TOTAL PROJECT COST	\$73,226.66		\$0.97	\$73,227.63

Logan Office Center, One Harborside Drive, Suite 205N
 East Boston, MA 02128
 Tel: 617-412-3680, TTY: 857-368-0655
 www.mass.gov/massdot

5. PROJECT SCHEDULE:						
START DATE: July 2017				COMPLETION DATE: Sept 2017		
6. PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	QUARTER	FAA	LOCAL	STATE	TOTAL
2017	FY2018	Jul-Sept	\$65,904.00	\$3,662.30	\$3,661.33	\$73,227.63

7. OTHER INFORMATION				YES	NO	N/A
IS PROJECT REFLECTED IN STATE CAPITAL IMPROVEMENT PROGRAM (CIP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. SPONSOR CERTIFICATIONS				YES	NO	N/A
1. SPONSOR WILL COMPLY /HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SPONSOR WILL OBTAIN /HAS OBTAINED ALL ENVIRONMENTAL PERMITS FOR THE PROJECT.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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6. SPONSOR WILL HAVE /DOES HAVE AVAILABLE FUNDS FOR LOCAL SHARE OF PROJECT.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

9. TITLE	SIGNATURE	DATE
Richard A Lasdin, PE AIRPORT CONSULTANT		7/24/17
Scot Servis AIRPORT MANAGER		7/31/17
Paul Barton AIRPORT COMMISSION CHAIRMAN		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AVIATION PLANNING		
MASSDOT - AERONAUTICS DIVISION DIRECTOR OF AIRPORT ENGINEERING		9/28/17
MASSDOT - AERONAUTICS DIVISION ADMINISTRATOR		9/29/17

10. MASSDOT - AERONAUTICS DIVISION COMMENTS



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I - OFFER

Date of Offer	<u>September 6, 2017</u>
Airport/Planning Area	<u>New Bedford Regional Airport</u>
AIP Grant Number	<u>3-25-0034-057-2017</u>
DUNS Number	<u>075719187</u>
TO:	<u>City of New Bedford, Massachusetts</u> (herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 31, 2017, for a grant of Federal funds for a project at or associated with the New Bedford Regional Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Runway - FAA ATO Engineering Services Reimbursable Agreement for FAA Airway Facilities Installation Services Associated with Runway 14/32 Reconstruction,

which is more fully described in the Project Application.

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

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$115,068. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0 for planning
 - \$115,068 airport development or noise program implementation; and,
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343). The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 21, 2017, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jeffrey DeCarlo, Administrator



September 29, 2017

Paul Barton, Chairman
New Bedford Airport Commission
New Bedford Regional Airport
1569 Airport Rd.
New Bedford, MA 02746

Re: MassDOT Aeronautics Division Grant Award Notification
New Bedford Regional Airport

Dear Mr. Barton,

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>New Bedford Regional Airport</i>
Date of Award:	<i>9/29/2017</i>
Project Name:	<i>FAA Reimbursable Agreement For Runway 14-32 NAVAIDs - Construction</i>
Project Number:	<i>3-25-0034-057-2017</i>
Grant Number:	<i>EWBFAARAC</i>
Grant Amount:	<i>\$6,392,666</i>
Grant Expiration Date:	<i>6/30/2019</i>

Two standard contracts, two airport grant assurances, and one fully executed grant application are enclosed. Sign and return the following as soon as possible to MassDOT:

1. Two (2) signed standard contract forms; and
2. One (1) signed airport grant assurance. Keep the other grant assurance for your files.

If you have any questions concerning this matter, please call me at (617) 412-3689.

Sincerely,

Owen Silbaugh
Project Manager

cc: Airport Manager (via email)
file

Logan Office Center, One Harborside Drive, Suite 205N
East Boston, MA 02128
Tel: 617-412-3680, TTY: 857-368-0655
www.mass.gov/massdot



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, Secretary & CEO
 Jeffrey DeCarlo, Administrator



Application for Assistance
 MassDOT Form AD1 (Last Modified: April 2017)

1. DATE SUBMITTED: May 16, 2017	AIRPORT: New Bedford Regional Airport
<input checked="" type="checkbox"/> APPLICATION	<input checked="" type="checkbox"/> CONSTRUCTION
<input type="checkbox"/> PRE APPLICATION	<input type="checkbox"/> PLANNING
CITY: New Bedford, MA	
<input checked="" type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE	
MASSACHUSETTS AIRPORT SYSTEM PLAN (MASP) AIRPORT RANKING: Commercial Service/Scheduled Charter	
AIRPORT CONSULTANT: Airport Solutions Group	
CONGRESSIONAL DISTRICT: Ninth (9 th)	

2. PROJECT TITLE: FAA Reimbursable Agreement for Runway 14-32 NAVAIDS

PROJECT DESCRIPTION

This project is to provide administrative services and construction services (FAA Tech OPS) for the construction of the Runway 14-32 NAVAIDS (RW 14 PAPI; RW 32 PAPI; and RW 32 REILS) at EWB airport. The Engineer's work is limited to administrative services for preparing separate grant requests to the FAA and MassDOT and for certain other administrative tasks required to keep the project open until closeout. The FAA Tech OPS Division is responsible for all the other work, costs, and expenses associated with this project during construction.

Attach an 8.5 x 11" sketch showing the location of the project

3. PROJECT COST BREAKDOWN

	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
ENGINEERING				
CONSTRUCTION				
EQUIPMENT				
OTHER -FAA Reimbursable Agrmnt.	\$127,853.32		\$0.98	\$127,854.30
ADMINISTRATION				
TOTAL PROJECT COST	\$127,853.32		\$0.98	\$127,854.30

4. PROJECT FUNDING BREAKDOWN

	AIP ELIGIBLE	ASMP ELIGIBLE	INELIGIBLE	TOTAL
FAA SHARE	\$115,068.00			\$115,068.00
LOCAL SHARE	\$6,392.66		\$0.98	\$6,393.64
STATE SHARE	\$6,392.66			\$6,392.66
TOTAL PROJECT COST	\$127,853.32		\$0.98	\$127,854.30

Logan Office Center, One Harborside Drive, Suite 205N
 East Boston, MA 02128
 Tel: 617-412-3680, TTY: 857-368-0655
 www.mass.gov/massdot

5. PROJECT SCHEDULE:						
START DATE: July 2017				COMPLETION DATE: December 2018		
6. PROJECT COST EXPENDITURE SCHEDULE						
CALENDAR YEAR	FISCAL YEAR	QUARTER	FAA	LOCAL	STATE	TOTAL
2017	FY2018	Jul-Sep	\$109,345.00	\$6,075.00	\$6,075.00	\$121,495.00
2017	FY2018	Oct-Dec	0.00	0.00	0.00	0.00
2018	FY2018	Jan-Mar	0.00	0.00	0.00	0.00
2018	FY2018	Apr-Jun	\$2,465.00	\$135.00	\$135.00	\$2,735.00
2018	FY2019	Jul-Sep	\$2,465.00	\$135.00	\$135.00	\$2,735.00
2018	FY2019	Oct-Dec	\$793.00	\$47.66	\$48.64	\$889.30

7. OTHER INFORMATION				YES	NO	N/A
IS PROJECT REFLECTED IN STATE CAPITAL IMPROVEMENT PROGRAM (CIP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN FEDERAL CAPITAL IMPROVEMENT PROGRAM (CIP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT MASTER PLAN (AMP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IS PROJECT REFLECTED IN AIRPORT LAYOUT PLAN (ALP)?				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOES PROJECT CORRECT INSPECTION DEFICIENCY?				<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. SPONSOR CERTIFICATIONS				YES	NO	N/A
1. SPONSOR WILL COMPLY /HAS COMPLIED WITH THE MASSACHUSETTS GENERAL LAWS FOR THE PROCUREMENT OF GOODS AND SERVICES.				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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10. MASSDOT - AERONAUTICS DIVISION COMMENTS