

Exhibit 1
Pending Leases/Contracts/Agreements
April 19, 2016

Type	With	Amount	Other Information	Source of Funding
Lease	Tradewind Aviation LLC	(\$11,550)	Plus \$1,500 Annual Business Fee Plus Landing & Ramp Fees	Income
Lease	Republic Airline Inc DBA American Eagle	(\$12,000)	Plus \$1,500 Annual Business Fee Plus Landing Fees	Income
Lease	Jet Blue Airways Corp	(\$18,000)	Plus \$1,500 Annual Business Fee Plus Landing Fees	Income
Lease	Thrift Cars, Inc	(\$14,990)	Plus \$1,500 Annual Business Fee Plus 10% Gross Receipts - Plus CFC's	Income
Lease	American Airlines	(\$6,960)	Plus \$1,500 Annual Business Fee Terminal Space Only (Operators sign separate Lease)	Income
License Agreement	Fresh Air Services, Inc	(\$1,500)	Airplane Detailing Services Plus 20% Airport Cleaning Fee	Income
Beach License Agreement	Go Figure Barre Studio	(\$1,500)	"Figure Method" Excercises Classes Three Days-a-Week (Fri, Sat, Sun a.m.) June 25, 2016 - Sept. 4, 2016	Income
Contract	Jacobs Engineering	\$29,077	Professional Engineering Services AIP Project Interactive Employee Training System Grant Eligible (FAA 90%) MaDOT (5%)	Capital

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Pending Leases/Contracts/Agreements
April 19, 2016

Type	With	Amount	Other Information	Source of Funding
Contract	Jacobs Engineering	\$58,434	Professional Engineering Services AIP Project Upgrade Public Adress/Flight Info Display Systems Grant Eligible (FAA 90%) MaDOT (5%)	Capital
Contract	Jacobs Engineering	\$216,149	Professional Engineering Services AIP Project Airfield Electrical Vault Room Modifications Grant Eligible (FAA 90%) MaDOT (5%)	Capital
Contract	Franklin Paint	\$5,130	Airfield Paint & Related Supplies	Operating
Contract	Kobo Utility Construction Corp	\$123,562	3-Year - On Call Airfield Electrical & Associated Vault Room Testing/Troubleshooting/Repair Not to Exceed Amount Expires 4/14/2019	Operating
Pending as of Meeting Posting				

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: Tradewind Aviation, LLC

**ADDRESS: Attn: Eric Zipkin, President
Waterbury-Oxford Airport
5 Juliano Drive
Oxford, CT 06478**

PHONE: 203-267-3305

INTENDED USE: Commuter Air Service

BUILDING USE FEE:

**May–September \$1,575/mo. – 4 m/min \$7,875.00
October-April \$525/mo. \$3,675.00**

SPACE: FBO Facility

**ANNUAL FEES: \$1,500.00 Business Fee
PLUS MONTHLY: Landing Fees
PLUS MONTHLY: Ramp Fees**

**LOCATION: General Aviation
(South Ramp)**

RENT (PAYABLE ANNUALLY) N/A

SIZE: N/A (SQ.FT.)

AMOUNT IN LIEU OF TAXES N/A

STARTING DATE: 6/1/2016

ENDING DATE: 06/30/2016

This Lease Agreement, made this _____ day of _____, _____, 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 Tradewind Aviation, LLC, "LESSEE", named above 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 annually, or monthly, the sum of \$11,550.00 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.

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: The 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: The 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 Administration (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 amended from time to time, 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 Department Of Transportation (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 radioactive 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: The 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:

TRADEWINDS AVIATION, LLC

Lessor:

NANTUCKET MEMORIAL AIRPORT COMMISSION

By:  _____

By: _____

Chairman

PRESIDENT

Title

ERIC ZIPKIN

Print Name

Date: NO 3/1/16
496956v.3/19715/0001

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: Republic Airline Inc.
DBA/American Eagle
ADDRESS: Attn: Marcus Menish
8909 Perdue Road, Ste. 300
Indianapolis, IN 46268

PHONE: 317-471-2211

LOCATION: Terminal

RENT (Seasonal Fee): \$12,000
(\$3,000 p/m (4 Mo. Minimum))

SPACE: Ramp

ANNUAL FEES: \$1,500.00

INTENDED USE: Seasonal Airline

PLUS MONTHLY: Landing Fees
(\$2.75 per 1000#, GTOW)

SIZE: (SQ.FT.) *Office space under
separate Agreement

AMOUNT IN LIEU OF TAXES: None

SECURITY DEPOSIT: \$10,000 (Cash Only)

STARTING DATE: 6/1/2016

ENDING DATE: 9/30/2016

This Lease Agreement, made this PLEASE DO NOT _____, 2016, by and between the Town
of Nantucket acting by and through DATE HERE _____ 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 Republic Airline Inc. DBA/American Eagle "LESSEE", named above 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. Notwithstanding 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 minimum period of four (4) months, 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 annually, or monthly, the sum of \$12,000.00 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: The 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 the 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 Administration (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 LESSEE'S

conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures, as amended from time to time, 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 Department Of Transportation (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 radioactive 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 \$3,000,000, for each occurrence with property damage insurance in limits of \$1,000,000, 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.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as a part 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

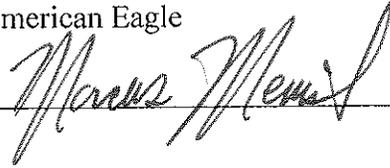
NOTICE TO LESSEE:

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:

Republic Airline Inc.
DBA/American Eagle

By: 

Title
Marcus Menish
Director, Properties & Facilities

Print Name

Date: 4/6/16

LESSOR:

Nantucket Memorial Airport Commission

By: _____
Chairman

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: JetBlue Airways Corporation

**ADDRESS: Attn: Tom Keuhn
JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, NY 11101**

PHONE: 718-709-3349

LOCATION: Terminal

**RENT PAYABLE UP FRONT:
6 Mo. @ \$3,000.00 \$18,000.00**

**INTENDED USE: Seasonal Airline
(Ground Handled by Retrix Aerodrome—
Separate License Agreement)**

SPACE: N/A

SPACE RENTAL: = (counter, office, etc)

**ANNUAL FEES: Business Fee \$1,500
Intercom Fee \$480**

SIZE: N/A

PLUS MONTHLY: Landing Fees

AMOUNT IN LIEU OF TAXES: None

SECURITY DEPOSIT: \$10,000 (On Deposit)

STARTING DATE: 05/1/16

ENDING DATE: 10/31/16

This Lease Agreement, made this ^{PLEASE DO NOT} , 2016, by and between the ^{DATE HERE} 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 JetBlue Airways Corporation "LESSEE", named above 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. Notwithstanding 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 minimum period of four (4) months, 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: The LESSEE shall pay LESSOR its rent annually the sum of \$18,000.00 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.

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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.

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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: The 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 Administration (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 amended from time to time, 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 Department Of Transportation (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 radioactive 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 CANCELLED 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: The 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 \$3,000,000, for each occurrence with property damage insurance limits of \$1,000,000, 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. 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 a part 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:

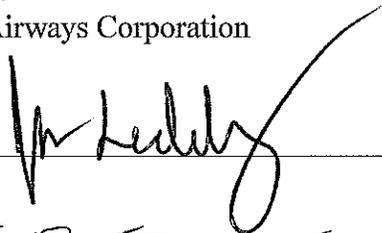
DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

LESSEE:

JetBlue Airways Corporation

By: _____



SVP, Treasurer
Title: _____

James Leddy
Print Name _____

Date: 4/12/2016

LESSOR:

Nantucket Memorial Airport Commission

By: _____

Chairman

Nantucket Memorial Airport Commission

AIRPORT CAR RENTAL AGREEMENT

LESSEE NAME: Thrift Cars, Inc.
d/b/a/ Nantucket Windmill Auto Rental

ADDRESS: PO Box 1057
Nantucket, MA 02554

PHONE: 508-228-1227

LOCATION: Terminal

INTENDED USE: Rental Car Operations

SPACE: (counter/office/common)
SIZE: 366 TOTAL SQ. FT (Exhibit 1)
(146 Office, 220 Common)

ANNUAL RENT: \$8,770.00

ANNUAL FEES: Business Fee \$1,500.00
Reserved Ramp: \$5,220.00
Remote Parking \$1,000.00

RESERVED RAMP SPACES:
26 Spaces @ \$200.00/ea (Exhibit 2)
REMOTE SPACES: Unassigned

ADDITIONAL FEES (PAYABLE MONTHLY):
CFC: \$4.00 per day per vehicle
Gross Revenue Percentage: 10%

AMOUNT IN LIEU OF TAXES: \$187.00

SECURITY DEPOSIT: \$2,192.50 (\$1,881.75 Pd)

STARTING DATE: January 1, 2016

ENDING DATE: December 31, 2020

THIS AIRPORT RENTAL CAR AGREEMENT is made and executed this _____ day of _____, 2016, by and between 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 referred to as "LESSOR" and **Thrift Cars, Inc. d/b/a Nantucket Windmill Auto Rental**, named above hereinafter called "LESSEE".

RECITALS

A. LESSOR owns and operates the Nantucket Memorial Airport, located in Nantucket, Massachusetts ("Airport").

B. LESSEE leases rental cars to the general public, from a location in the terminal building at the Airport as depicted on Exhibit B.

THEREFORE, in consideration of the above Recitals and the mutual promises and representations set forth below, the parties hereby agree as follows:

I. OPERATING PRIVILEGES

A. By its execution of this Agreement, LESSOR grants LESSEE the right to operate at the Airport in the usual manner of a rent-a-car business and uses ancillary thereto. All rented space shall be used and occupied by LESSEE solely for its intended use or uses as stated above. The space 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 space without written consent of the LESSOR.

B. LESSEE is NOT hereby authorized to lease, sell, ticket, or service its rental cars from or at the Airport, or from any improvements located upon the Airport, regardless of whether said improvements are owned or occupied by the LESSOR or an Airport tenant without written permission from the LESSOR.

C. As used in this Agreement, the term "rental cars" shall include any automobile or motor vehicle, of any kind or nature whatsoever, leased by the LESSEE to the general public.

D. Limited Use of Space. The space shall be used and occupied by LESSEE solely for its intended use or uses as stated above. The space 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 space without written consent of the LESSOR.

E. Maintenance and Use of Premises.

(1) 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 LESSOR or the Airport Manager of the Nantucket Memorial Airport who may require that said fixtures and equipment be of the same design and appearance as other lessees.

(2) To exhibit no sign or advertisements in or about the premises without the prior approval of the Airport Manager.

(3) 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.

(4) To remedy promptly and condition or discontinue of any practice which violates rules and regulations adopted by the Commissioners or the Town of Nantucket.

F. Alterations; Additions. The LESSEE shall not make structural alterations or additions to the premises or non-structural alterations without the Airport Manager's consent thereto in writing. All such allowed alterations shall be at LESSEE'S expense and shall be in quality 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.

G. Utilities. LESSEE will have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. The LESSOR agrees to provide all other utility service and to furnish heat/air conditioning, 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.

H. LESSOR'S 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.

(1) 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.

(2) To enter upon any 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.

(3) 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.

I. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, any applicable rules or regulations of the Federal Aviation Administration (FAA) or any other state or federal regulatory agency having jurisdiction shall be an integral part of this agreement. The LESSOR 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.

J. Surrender. The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased 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 leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased 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.

II. INITIAL TERM; RENEWAL TERM.

The initial term shall be for five (5) years, starting on January 1, 2016 and ending December 31, 2020. The LESSOR, in its sole discretion, reserves the right to negotiate an extension of the contract beyond the original five (5) years. The LESSOR shall be presumed to have exercised its rights hereunder unless it shall give LESSEE written notice not less than sixty (60) days prior to the expiration of the then current term of the lease. 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, and all other provisions of this agreement shall continue to be operative.

III. COMPLIANCE WITH THE COMMISSION'S FEES AND CHARGES AND OTHER RULES AND REGULATIONS GOVERNING THE AIRPORT

A. In consideration of its right to operate at the Airport, the LESSEE shall abide by each and every term of the Nantucket Memorial Airport's "Fees and Charges," as the same may be amended from time to time. A copy of said Fees and Charges is attached as Exhibit "A" and incorporated herein by this reference. By its execution of this Agreement, LESSEE warrants that it has read, and fully understands, the terms and conditions of said Fees and Charges. Should there be an inconsistency between the terms of this Agreement and the attached Fees and Charges, the terms of this Agreement shall be deemed to prevail.

B. 1. LESSEE shall observe and obey all other rules and regulations promulgated by the LESSOR and other appropriate local, state and federal entities having jurisdiction over the Airport, including the Federal Aviation Administration (FAA). In addition to, and not to the exclusion of all other applicable rules promulgated by the FAA, LESSEE agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, embodied in 49 C.F.R. Part 107.

2. Should LESSEE, its customers, agents, employees, officers, or guests, violate said rules and regulations, and should said violations result in a citation or fine to the LESSOR, then LESSEE shall fully reimburse the LESSOR for said citation or fine and for all costs and expenses, including reasonable attorney's fees, incurred by the LESSOR in defending against the citation or fine.

IV. FEES PAYABLE TO COMMISSION

A. In consideration of the privilege of operating at the Airport, LESSEE shall pay to the LESSOR such consideration as is specified by the Nantucket Memorial Airport's Fees and Charges, as the same may be amended from time to time. Pursuant to the presently effective Fees and Charges, LESSEE shall pay the LESSOR:

1. Ten percent (10%) of all gross revenues which the LESSEE receives, or is entitled to receive, from the leasing of rental cars to customers picked up by said LESSEE from any point within the Airport, including but not limited to the Airport Terminal Building, any premises leased by the LESSOR to a third party doing business on the Airport, or from any other location within the Airport. Gross revenues to LESSEE shall be deemed received at the time the lease transaction occurs giving rise to LESSEE'S right to collect said monies, regardless of whether said transaction was conducted in person, by telephone or by mail, whether transaction was for cash or credit, and if for credit, regardless of whether the LESSEE ultimately collects the monies owed for said transaction from the customer involved. Any gross revenues included in the formula for determining percentage rentals owed the LESSOR and determined by LESSEE at a later date to be uncollectible shall not offset future percentage rentals owed the LESSOR. If the initial rental car contract entered into between LESSEE and a rental car customer picked up at the Airport is subsequently amended, because the customer's actual usage of the rental car differs from the usage contemplated by the original contract, and the charges to be paid by the customer are therefore different from the charges contemplated by the original contract, the percentage of gross revenues to which the LESSOR is entitled as rental hereunder shall be based upon the gross revenues to which the LESSEE is entitled to receive, under the rental car contract, as amended. Gross revenues shall not include (1) federal, state, or municipal sales taxes separately stated and collected from its customers; (2) amounts which LESSEE receives, or is entitled to receive, for the repair of damages to rental cars leased to customers.

2. Customer Facility Charge of \$4.00 per day for each customer entering into rental contracts with LESSEE. The LESSOR hereby reserves the right to increase, decrease or eliminate the Customer Facility Charge or to change the Customer Facility Charge to a charge per contract, or other method, rather than per day in its sole discretion at any time, such increases or decreases or changes to be effective as provided by the LESSOR.

(a) Collection and Remittance of Customer Contract Fees. LESSEE shall collect the Customer Facility Charge from each customer. The Customer Facility Charge shall be identified on a separate line on all rental car customer contracts, after taxes, and shall be described as "Customer Facility Charge". All Customer Facility Charges collected and/or held by the LESSEE shall (i) be held in trust by the LESSEE for the LESSOR'S benefit, and (ii) be the LESSOR'S property, and the LESSEE acknowledges and agrees that it shall have only a possessory interest (not an equitable interest) in such Customer Facility Charges. Any such Customer Facility Charges collected by the LESSEE shall be (i) in the amount established by the LESSOR from time to time for all rental car operators doing business at the Airport, and (iii) collected from all customers, including without limitation all customers receiving complimentary or discounted car rental under the LESSEE'S bona fide marketing plans. All Customer Facility Charges so collected shall be remitted to the LESSOR on or before the 10th day of the immediately succeeding month.

(b) The LESSEE shall maintain records and controls that are sufficient to demonstrate the correctness of any such Customer Facility Charge collected by LESSEE and the amount of the Customer Facility Charge remitted to the LESSOR. The records shall be available for inspection and examination by the LESSOR or its duly authorized representatives at all times.

B. LESSEE shall pay its Fees set forth above for each month this Agreement is in effect, in arrears, on or before the 10th day of the immediately succeeding month. Said monthly payment shall be paid at the Airport Manager's Office. At the same time that LESSEE pays its monthly percentage rental, LESSEE shall provide the Airport Manager with an itemized statement showing the name of each customer during the previous month; the date and time of each transaction; the amount of gross revenues, as defined herein, to which Provider is entitled to receive from each transaction, and the total amount of gross revenues, as defined herein, Provider is entitled to receive from customers during the preceding month. The failure of the LESSEE to provide LESSOR with an accurate statement each month and the gross revenues Provider has enjoyed during the previous month shall be deemed a material breach of this Agreement.

C. Percentage rentals, and any other payments required under this Agreement which are not received when due, shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to accrued interest, and then to principal.

D. LESSOR hereby reserves the right to amend the attached Fees and Charges, revising the consideration to be paid by LESSEE for the privilege of operating at the Airport. By its execution of this Agreement, LESSEE agrees to pay the consideration required by the revised Fees and Charges, commencing with the first day of the month following the month in which LESSEE receives written notice of the revised Fees and Charges, should LESSEE continue to operate at the Airport on or after the first day of the month following the month of its receipt of said notice.

V. BOOKS AND RECORDS

LESSEE must maintain full and accurate books of account and records from which gross revenue, as defined herein, and the amount of percentage rental owed the LESSOR hereunder, can be determined, according to standard and accepted accounting practices. The books of account and

records that LESSEE must maintain must include, but need not be limited to, its rental car contracts, sales slips, cash register tapes, credit card invoices, monthly sales tax returns, sales and disbursement journals, general ledgers, bank statements, bank books, bank deposit slips, and annual federal income tax returns, regardless of whether said records involve customers picked up at the Airport or elsewhere, and all Airport-related revenue reports submitted by LESSEE to its franchisor. In lieu of maintaining the books of account and records required herein, LESSEE may maintain computer records instead, provided that the LESSOR determines, in its sole discretion, in advance, that said computer records are a reasonable equivalent alternative to the maintenance of the books and records otherwise required herein. These books and records shall be maintained on a current basis and shall be stored in Nantucket, Massachusetts, for a period of at least thirty-six (36) months from the end of each monthly period, or for such longer period of time as LESSOR may request in writing.

VI. AUDITS

The LESSOR reserves the right to conduct audits of LESSEE'S books of account and records, which audits may be conducted only upon reasonable notice to LESSEE and during LESSEE'S normal weekday business hours. For purposes of this Agreement, the annual audit period shall be deemed to commence on April 1 of each year the Agreement is in effect, and to conclude at the end of March of the ensuing year. In performing said audits, LESSOR shall be entitled to review, and LESSEE shall be obligated to provide to the LESSOR, all of the books of account and records that LESSEE is obligated to maintain pursuant to Article V, above, as well as such other documents and files in LESSEE'S possession, custody or control at the time LESSOR advises LESSEE of its desire to audit LESSEE'S records, that the LESSOR, or its auditor, believe, in their sole discretion, relevant or necessary to determine the correct amount of gross revenues enjoyed by LESSEE, and the correct amount of percentage rental owed by LESSEE to the LESSOR, for the annual period involved. Should LESSEE fail to maintain the books of account and records required to be maintained pursuant to Article V, above, or should LESSEE fail to permit LESSOR or its auditor to review LESSEE'S books and records, and other documents and files, as required by this Article, said default shall be deemed a material breach of this Agreement. If any audit shows percentage rentals and other charges that should have been paid to the LESSOR by the LESSEE pursuant to this Agreement were understated or underpaid for the annual period involved, LESSEE shall, within thirty (30) days notice of any such deficiency, pay to the LESSOR the full amount underpaid, plus one and one-half percent (1.5) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. In addition, if the amount of underpayment exceeds two percent of the total percentage rental that was owed by LESSEE to the LESSOR for the annual period involved, LESSEE, in addition to paying the LESSOR the underpayment owed, shall reimburse the LESSOR for the cost of the audit up to but not to exceed Fifteen Hundred Dollars (\$1,500.00). If the audit discloses overpayment of the percentage rentals paid to the LESSOR by LESSEE, the LESSOR shall refund the amount of overpayment to LESSEE within thirty (30) days of said audit. The LESSOR shall hold all information obtained from any such audit in confidence, except as may be necessary to enforce the LESSOR'S rights under this Agreement, except with respect to tax proceedings, and except with respect to any legal requirements or Court Order to disclose said information.

VII. NOTICES OF PRICES

LESSEE shall provide the LESSOR with a statement of the fees for rental cars and related services it has charged or is charging, to past, present or prospective customers picked up at the Airport within fifteen (15) days of a written request for said prices by the LESSOR.

VIII. RENTAL CARS

LESSEE agrees to keep the rental cars used in its rental car fleet serving the Airport in good operating order and repair, and that it will not rent any rental car to any party which is not in good operating order and repair, or which may be hazardous to the person renting the same or to the general public. Nothing herein shall be interpreted as obligating the LESSOR to inspect LESSEE'S rental cars serving the Airport to ensure that said rental cars are in good condition and repair, and the LESSOR shall not be liable to any third person who suffers personal injury or property damage as a result of a rental car leased by LESSEE to a customer picked up at the Airport that was not in good operating condition or repair.

IX. SECURITY DEPOSIT

Pursuant to this Agreement, LESSEE must provide a cash security deposit in the amount of three (3) months rent to cover LESSEE'S performance of all of its obligations under this Agreement. In the event LESSEE defaults under this Agreement, as defined in paragraph XIII-A below, the LESSOR shall be entitled to withdraw a portion or all of the cash deposit pursuant to the provisions of subparagraph XIII-B-(3), below. The LESSOR hereby reserves the right to require LESSEE to post a larger deposit with the LESSOR from time to time, should LESSOR determine, in its sole discretion, that a larger deposit would be necessary to provide LESSOR with a security deposit equivalent to LESSEE'S three month average rental hereunder, based upon the rental formula in effect at the time of said increase. By its execution of this Agreement, Off Airport Rental Car Provider agrees to post said additional deposit with the LESSOR within thirty days after receipt of notice of said increase. In no event shall the security deposit required of LESSEE hereunder be less the \$1,500.00

X. 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 CHANGED, MATERIALLY 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 (Commission)**" as an additional insured.

Indemnification.

LESSEE shall indemnify and hold harmless the LESSOR, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the LESSEE and the LESSOR but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of the LESSEE, its officers, members,

employees, agents, representatives, contractors, customers, guests, invitees and other persons using LESSEE'S premises or otherwise arising out of any acts or omissions of the LESSEE'S employees, members, agents, and representatives.

LESSEE'S Liability Insurance.

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

Workmen's Compensation Insurance.

LESSEE shall maintain Workman's Compensation insurance or a self-insurance plan in accordance with the laws of Massachusetts for all its employees.

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.

Such policies shall provide that such policies may not be materially changed, altered or canceled during its term without first giving at least ten (10) days written notice to the LESSOR.

XI. DAMAGE TO AIRPORT

LESSEE shall be liable for any damage to the Airport, caused by LESSEE, its board members, officers, agents, employees, contractors, subcontractors, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which LESSEE is liable shall be made by LESSOR at LESSEE'S expense.

XII. TAXES AND ASSESSMENTS

LESSEE shall pay all personal property taxes; all sales and other taxes measured by or related to the concession payment hereunder; all license fees; and any and all other taxes, charges, imports or levies of any nature, whether general or special, which may, at any time, be in any way imposed by local, state, or federal authorities other than LESSOR, or that become a lien upon LESSEE, LESSOR, or the Airport, by reason of this Agreement or LESSEE'S activities hereunder. LESSOR warrants and represents that it shall not impose any taxes, assessments, or charges upon LESSEE during the term of this Agreement, other than assessments and charges authorized by this Agreement or the attached Fees and Charges. LESSEE shall have the right, by giving written notice to LESSOR of its intention to do so, to resort to any available legal or administrative proceeding to contest or obtain the review of any such tax, charge, or assessment at any time before such tax, charge, or assessment becomes delinquent. At LESSEE'S request, LESSOR shall join in such proceeding. The expenses of such proceeding, including all of LESSOR'S costs and attorney's fees incurred in protecting its own interests in such proceeding and in assisting LESSEE in such proceeding, shall be paid by LESSEE irrespective of whether LESSOR participates in such proceeding.

XIII. DEFAULT AND REMEDIES

A. The following shall constitute defaults by LESSEE:

1. The failure to pay fees, or any other monies owed under this Agreement, the attached Fees and Charges, or under any other agreement between LESSOR and LESSEE, when due, and the failure to cure said default within a period of ten (10) days following written notice of said default;

2. Any other failure by LESSEE to perform any covenant or obligation required by this Agreement, the attached Fees and Charges, or by any other agreement between LESSOR and LESSEE, and the failure to cure said default within a period of thirty (30) days following written notice of said default;

3. The acquisition of LESSEE'S interest in this Agreement by execution or other process of law when said process of law is not discharged within fifteen (15) days thereafter; or

4. The adjudication of LESSEE as bankrupt; LESSEE'S general assignment for the benefit of creditors; the utilization of the benefits of any insolvency act, or the appointment of a permanent receiver or trustee in bankruptcy for LESSEE property if the appointment is not vacated within ninety (90) days.

B. If LESSEE defaults, the LESSOR may utilize any one or more of the following remedies against LESSEE. These remedies shall be considered cumulative and not in the alternative

1. The LESSOR may sue for specific performance;

2. The LESSOR may sue for all damages incurred by the LESSOR, including incidental damages, consequential damages and attorney's fees.

3. The LESSOR may utilize a portion of or all of the security deposit provided by LESSEE to remedy the default and to reimburse the LESSOR for any damages, including attorney's fees and other expenses of collection, that it may sustain. In such event, LESSEE shall not be permitted to drive upon the Airport under this Agreement until such time as it replenishes the cash deposit that satisfies the requirements of Article IX. However, this Agreement shall not be deemed terminated during said period, unless written notice of termination shall have been given and become effective in accordance with subparagraph XIII-B-(4), below. LESSEE shall be required to fulfill all of the terms and conditions of this Agreement during the time it takes to replenish the cash deposit.

4. The LESSOR may terminate this Agreement, and, at the option of the LESSOR, any other agreement in effect between the LESSOR and LESSEE. The termination of these agreements, however, shall only be effective upon written notice of same provided by the LESSOR to LESSEE. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time specified in the notice. If this Agreement is terminated, LESSEE shall continue to be liable for the performance of all terms and conditions and the payment of all fees due hereunder prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by LESSOR as a result of any default.

5. The LESSOR may utilize any other remedy provided by law or equity as a result of LESSEE'S default(s).

XIV. NON-DISCRIMINATION

A. LESSEE shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchases.

B. LESSEE shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, creed, color, sex, age, national origin, or handicap.

C. Non-compliance with subparagraphs A and B above, after written finding, shall constitute a material breach thereof and in the event of such non-compliance the LESSOR shall have the right to terminate this Agreement and the estate hereby created without liability therefor or at the election of the LESSOR or the United States either or both said Governments shall have the right to judicially enforce said subparagraphs A and B.

D. LESSEE assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E. to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures that it will require that its covered suborganizations provide assurances to LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

XV. AUTHORIZATION

The LESSOR represents that it has the authority to enter into this concession Agreement and grant the rights contained herein to LESSEE.

If LESSEE is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner or agent of said partnership; (2) his/her execution of this Agreement has been authorized by all of the general partners and is in the usual course of the partnership's business; and (3) by his/her execution of this Agreement, the partnership shall be deemed a signator to this Agreement in the same fashion as if all of the general partners of the partnership had executed this Agreement.

If LESSEE is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this Agreement on the corporation's behalf; and (3) the corporation shall be bound as a signator to this Agreement by his/her execution of it. A copy of current official certificate of incorporation shall be provided the Airport.

XVI. WAIVER

Should LESSEE breach any of its obligations hereunder, the LESSOR nevertheless may thereafter accept from LESSEE any payment or payments due hereunder, and continue this Agreement in effect, without in any way waiving the LESSOR'S right to exercise its default rights hereunder, or any other remedies provided by law, for said breach. In addition, any waiver by the LESSOR of any default, breach, or omission of LESSEE under this Agreement shall not be construed as a Waiver of any subsequent or different default, breach, or omission.

XVII. NOTICES

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail, of the United States of America, postage prepaid, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed in the registered or certified mail. All notices shall be mailed to the addresses 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.

XVIII. RELATIONSHIP OF PARTIES

It is understood that the LESSOR is not in any way or for any purpose partner or joint venturer with, or agent of, LESSEE in said Provider's use of the Airport.

XIX. PARTIAL INVALIDITY

If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

XX. SUCCESSORS

The provisions, covenants and conditions of this Lease shall bind, and inure to the benefit of, the legal representatives, successors and assigns of each of the parties.

XXI. ASSIGNMENT

LESSEE shall not assign its interest herein without the written consent of the LESSOR. The LESSOR'S consent shall not be unreasonably withheld. If an assignment is made, the LESSEE-Assignor shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Agreement subsequent to the Assignment, unless the LESSOR specifically releases LESSEE-Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Article as if they were the original LESSEE.

XXII. COLLATERALIZATION RIGHTS

LESSEE shall not utilize as collateral this Concession Agreement itself, or its operating rights under this Agreement. If LESSEE assigns this Agreement, or its operating rights under this Agreement, to a third party as collateral for a loan LESSEE obtains from said third party, or to secure performance of LESSEE'S obligations under an agreement with said third party, or for any reason whatsoever, said assignment shall be deemed a material breach of this Agreement. Furthermore, said collateralization shall not be binding upon the LESSOR, and the assignee or lienor shall have no interest in the Agreement, nor shall assignee or lienor enjoy any operating rights upon the Airport, should LESSEE default in the payment of its loan, or performance of its agreement, with said third party.

XXIII. ATTORNEYS FEES

In the event of a breach of this Agreement, the breaching party shall pay to the non-breaching party all reasonable attorney's fees, costs and other expenses incurred by the non-breaching party in enforcing its rights as a result of said breach.

XXIV. NO DIVERSION

LESSEE shall not, through its officers, agents, representatives or employees, divert or cause to be diverted any prospective rental car customers to a location off the Airport, in order to pick up said customer off the Airport and thereby avoid paying percentage of gross revenue rentals to the LESSOR. For example, without limiting the foregoing sentence, LESSEE shall not instruct a potential customer to utilize a hotel/motel courtesy van, to be transported off the Airport, in order to permit LESSEE to pick said customer up at a hotel and thereby avoid paying percentage of gross revenue rentals to the LESSOR. Nor shall LESSEE instruct a potential customer to utilize a taxi cab, limousine, or other form of public transportation, and offer to reimburse said customer for the cost of said transportation, in order to avoid paying percentage of gross revenue rental to the LESSOR. LESSEE'S breach of this Article shall be deemed a material breach of this Agreement.

XXV. HEADINGS

The headings contained in this Lease are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

XXVI. ENTIRE AGREEMENT

This writing, together with the attached Exhibit, constitutes the entire agreement of the parties. This Agreement supersedes all prior concession agreements, if any, between the parties, and no representation, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Agreement shall not be modified except in writing, signed by LESSOR and LESSEE.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

NANTUCKET MEMORIAL AIRPORT

Chairman

ATTEST:

AIRPORT RENTAL CAR PROVIDER

PRINT NAME: _____

TITLE: _____

DATE: _____

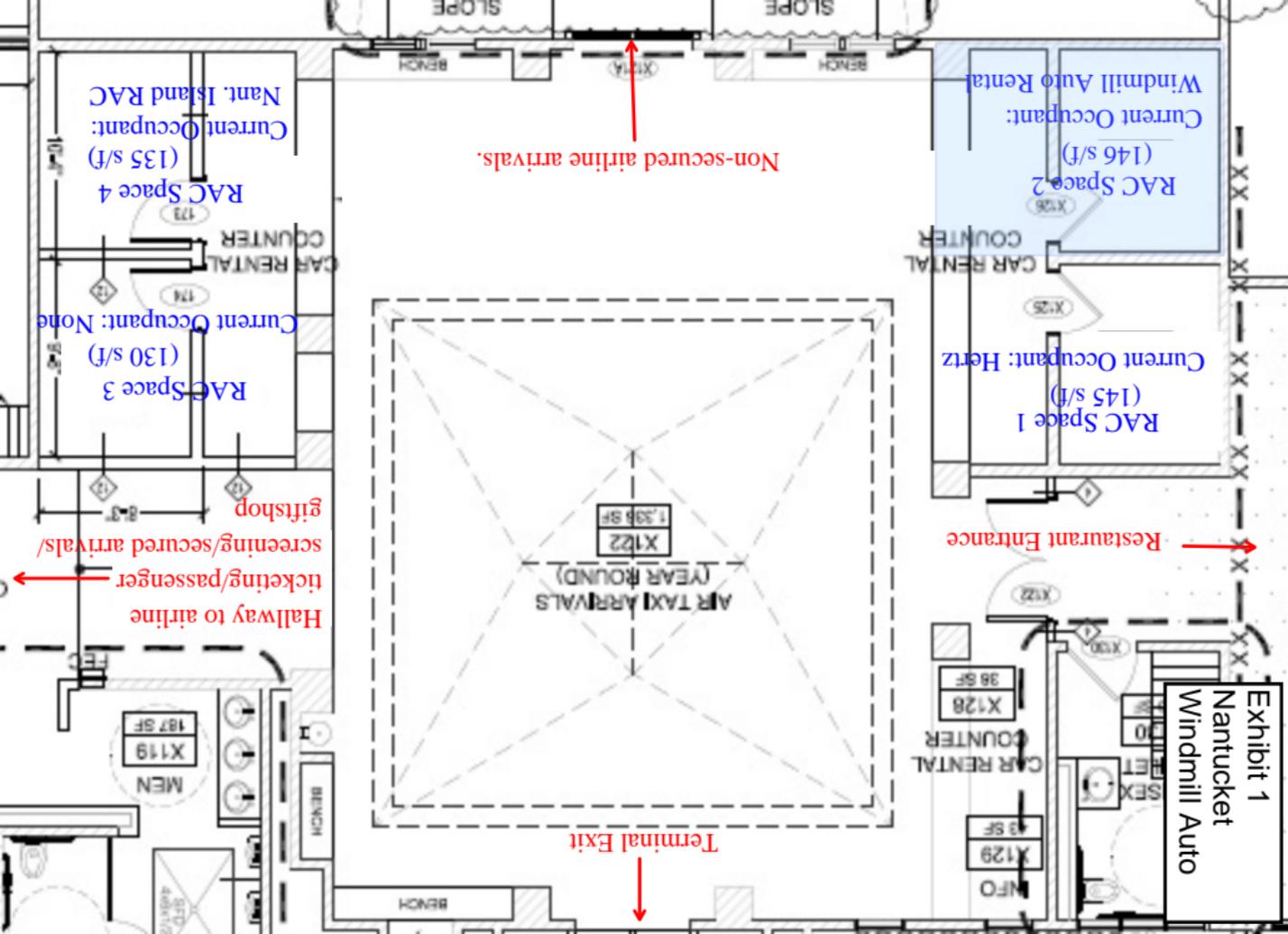


Exhibit 1
Nantucket
Windmill Auto

Restaurant Entrance

Terminal Exit

Non-secured airline arrivals.

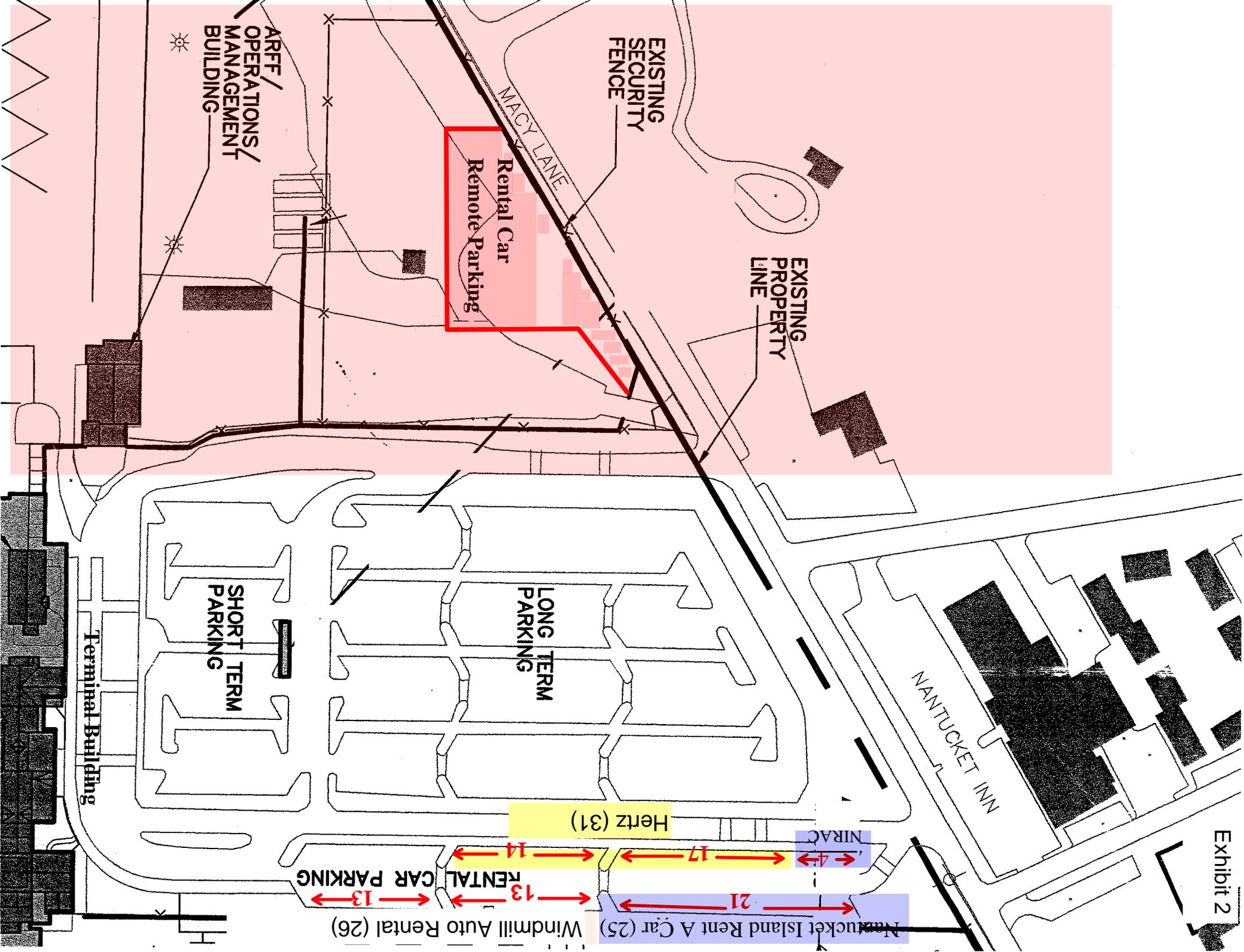
Hallway to airline
ticketing/passenger
screening/secured arrivals/
giftshop

Windmill Auto Rental
Current Occupant:
RAC Space 2
(146 s/f)

Current Occupant: Hertz
RAC Space 1
(145 s/f)

RAC Space 4
(135 s/f)
Current Occupant:
Nant. Island RAC

RAC Space 3
(130 s/f)
Current Occupant: None



EXISTING PROPERTY LINE

EXISTING SECURITY FENCE

Rental Car Remote Parking

MACY LANE

ARFF / OPERATIONS / MANAGEMENT / BUILDING

NANTUCKET INN

LONG TERM PARKING

SHORT TERM PARKING

Terminal Building

Hertz (31)

NIRAC

Nantucket Island Rent A Car (25)

Windmill Auto Rental (26)

13

17

14

4

ACK 5064

NANTUCKET MEMORIAL AIRPORT COMMISSION

LEASE AGREEMENT

LESSEE NAME: American Airlines

PHONE: 817-963-9649

ADDRESS: James Seadler – Manager – Regional Airport Affairs
American Airlines
4333 Amon Carter Blvd., MD 5317
Ft. Worth, TX 76155

RENT (PAYABLE ANNUALLY):

LOCATION: Terminal

INTENDED USE: Seasonal Office Space

SPACE: \$6,960.00

SPACE: Counter/Office

ANNUAL FEES: \$1,500 (Business Fee)
\$480 Intercom

SIZE: 1, 274 (SQ.FT.)
174 Office

PLUS MONTHLY: Landing Fees*
*To be paid by Operating Airline under
separate agreement

1,100 Common space

AMOUNT IN LIEU OF TAXES: None

SECURITY DEPOSIT: \$5,000

STARTING DATE: 6/1/16

ENDING DATE: 6/30/16

This Lease Agreement, made this _____, 2016, by and between the Town of Nantucket acting by and through _____, 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 American Airlines "LESSEE", named above hereinafter called "LESSEE".

PLEASE DO NOT DATE HERE

**American Airlines service into Nantucket will be operated by American Airlines...using an Affiliate carrier. "Affiliate" shall mean any Air Transportation Company that is either a Subsidiary Airline or operates under contract using essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline. Should more than one Affiliate carrier simultaneously operate flights out of Nantucket, each shall pay the Seasonal Fee. Affiliate carriers doing ground handling only shall not incur the Seasonal Fee.

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. Notwithstanding 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 annually, or monthly, the sum of \$6,960.00 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: The 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: The 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: The LESSEE shall observe and obey all laws and rules and regulations of the 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 Administration (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 amended from time to time, 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 Department of Transportation (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 radioactive 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 \$3,000,000, for each occurrence with property damage insurance in limits of \$1,000,000, 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 a part 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. The 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. The 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:

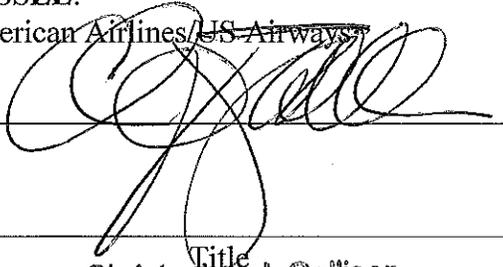
DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

LESSEE:

American Airlines/US Airways

By: _____



Title
Christopher J. Collison
Director Real Estate

Print Name

Date: _____

4/8/16

LESSOR:

Nantucket Memorial Airport Commission

By: _____

Chairman

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated the ____ day of _____, 20__, by and between the Nantucket Airport Commission, with a principal place of business at 14 Airport Road, Nantucket MA 02554 and **Stowe Enterprises, LLC d/b/a FreshAir Services**, with its principal address at 26 Macy's Lane, PO Box 2962, Nantucket MA 02584.

A. The LICENSOR is the owner of record of a certain parcel of land located at 14 Airport Road, Nantucket Massachusetts, hereafter referred to as the "AIRPORT".

B. The LICENSOR desires to grant a license in accordance with the terms hereof;

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

1. Grant of License: The LICENSOR hereby grants to LICENSEE a license to enter upon the premises of the AIRPORT for the purpose of providing aircraft cleaning services to the AIRPORT subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the AIRPORT to the LICENSEE.
2. Term: The term of this License shall commence on May 1, 2016, and shall terminate on April 30, 2017 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to the same, may be granted by the LICENSOR at its sole discretion.
3. Permitted Use: The rights of this License shall be exercised by the LICENSEE solely for the purpose of providing aircraft cleaning through the AIRPORT, including any additional activities as approved in writing by the Airport Commission.
4. Security: LICENSEE is required to obtain Airport Identification Badges for each of its employees', as well as attend the required security class and driver training program. LICENSOR grants to LICENSEE a parking spot within the designated employee parking area. LICENSEE is required to display parking placard on mirror and acknowledges they will not allow any other vehicles without the proper identification to enter the gated area.
5. License Fees: In consideration for the use of this License, the LICENSEE agrees to pay the LICENSOR the following annual business license fee of \$1,500.00 prior to exercising this License.
6. Disposal of Waste Material: LICENSOR is responsible for proper disposal of all waste generated by aircraft cleaning services.
7. Collection of Aircraft Cleaning Charges and Airport Cleaning Fees: The charges to a customer for aircraft cleaning at the AIRPORT include the LICENSEE'S charges for its services ("Cleaning Charges") and an additional aircraft cleaning fee ("Airport Cleaning Fee") equal to 20% of the Cleaning Charge imposed by the LICENSOR. The parties agree that, with respect to any cleaning job, the LICENSEE will be responsible for billing the customer for both Cleaning Charges and Airport Cleaning Fee and use its reasonable best efforts to collect the same from the customer. **The LICENSEE will forward payments of Airport Cleaning Fee to LICENSOR on a monthly basis and shall provide a copy of each invoice with each payment.** LICENSOR reserves the right to change to a monthly basis.

8. Conduct:

a. Entry and use under this License by the LICENSEE and its contractors, agents, representatives, employees, assignees and invitees, shall, at all times, be subject to oversight by duly designated representatives of the LICENSOR who shall supervise LICENSEE'S compliance with the terms hereof.

b. During the exercise of rights hereby granted, LICENSEE shall at all times conduct themselves so as not to interfere with operation of the LICENSOR within the AIRPORT or LICENSOR'S property adjacent to the land.

c. The LICENSEE shall observe and obey directives from the authorized representative of the LICENSOR, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

d. The LICENSEE, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the LICENSOR'S representative during the term hereof.

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

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

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

10. Approvals and Permits: All local licenses and permits are the responsibility of the LICENSEE. A copy is to be provided to the Airport Manager's office and kept on file. The obligations of the LICENSEE are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of an airplane cleaning service, from all agencies, boards and officers having jurisdiction over the same.

11. **INSURANCE: THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR 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 CANCELLED 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 (Licensor)**” as an additional insured, under liability coverage, but only as respects operation of the Named Insured as their interests may appear.

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

Liability Insurance: The LICENSEE shall maintain, with respect to the Airport premises, comprehensive public liability insurance, in the amount of \$1,000,000.00, with property damage insurance in limits of \$500,000.00, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LICENSEE as well as LICENSOR against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

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

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

b. The LICENSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the Airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.

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

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

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

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

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

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

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

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

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

13. Independent Contractor: It is agreed that LICENSEE is an independent contractor hereunder and not an agent or employee of LICENSOR with respect to its acts or omissions.

14. Breach of Covenants: In the event of breach of any of the above covenants, the Nantucket Memorial Airport shall have the right to terminate the License and to exclude the LICENSEE from the said premises and the facilities thereon as if said License had never been made or issued.

15. Assignment: This License is not transferrable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the LICENSOR.

Signature Page to follow:

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

LICENSEE:

FreshAir Services

By: 

Print name: Steven Duro

Date: 9/13/16

LICENSOR:

Nantucket Memorial Airport Commission



April 9, 2016
Go Figure Barre Studios
12B Amelia Drive
Nantucket, MA 02554

Dear Airport Commission,

We are submitting this request to conduct weekly Figure Method classes on Nobadeer Beach during the summer of 2016.

Figure Method barre class incorporates the best of Pilates, Yoga, orthopedic exercises and classical ballet technique. This hour-long class is split between the ballet barre and center floor, where we use light hand weights and resistance bands to work muscles to fatigue. Safe for all ages and fitness levels, Figure Method classes are fun and effective. Individuals work to strengthen muscles while also lengthening them, creating a toned physique and aligned posture, aka dancer's body!

The classes would be held around a 1979 Pinzgauer which will have ballet barres mounted to the sides. So the Pinzgauer will be driven onto the beach, and will hold mats and equipment which will be set up around the barres. Clients will not enter nor be driven in the Pinzgauer. Maximum capacity for class will be 10-12 people.

Proposed Schedule:

Start date: Saturday, June 25th, 8:30 a.m.

End date: Sunday, September 4th, 10:00 a.m.

Classes would occur: Fridays & Saturdays 8:30 & 9:30 a.m.
Sundays, 10:00 a.m.

Respectfully

Christina M Schwefel
Owner, Go Figure Barre Studios
cmschwefel@gofigurestudio.com
(617) 970 8134

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated the ____ day of _____, 20 __, by and between the NANTUCKET MEMORIAL AIRPORT COMMISSION, (hereafter referred to as LICENSOR) with a principal place of business at 14 Airport Road, Nantucket, MA 02554 and GO FIGURE BARRE STUDIO NANTUCKET, (hereafter referred to as LICENSEE) with its principal address at 12B Amelia Drive, Nantucket MA 02554

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

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

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

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

2. Term. The term of this License shall commence on June 23, 2016, and shall terminate on September 5, 2016 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the LICENSOR at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the LICENSEE solely for the purpose of conducting fitness classes upon the land, including any additional activities as approved in writing by the Airport Commission. Vehicles may use the worn vehicle paths and are prohibited from the sand dunes.

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

5. Conduct.

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

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

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

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

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

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

6. Limited Use of Space. The space shall be used and occupied by LICENSEE solely for its intended use stated above. The space may not be used for any other purpose. No other commercial activity of any kind whatsoever shall be conducted by LICENSEE in, from, or around the space without written consent of the LICENSOR. The LICENSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LICENSOR.

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

(a) 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 LICENSEE agrees to comply.

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

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the LICENSEE. A copy is to be provided to the Airport Manager's office and kept on file. The obligations of the LICENSEE are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a fitness class, from all agencies, boards and officers having jurisdiction over the same.

9. INSURANCE: **THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR 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 (Licensor)" as an additional insured, under liability coverage, but only as respects operations of the Named Insured as their interests may appear.

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

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

Worker's Compensation Insurance. The LICENSEE shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

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

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

b. The LICENSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of the pilots, (d) impair visibility in the vicinity of the airport, or (3) otherwise endanger the landing, take-off or maneuvering of aircraft.

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

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

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

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

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

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

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

g. The LICENSEE for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree as a covenant running with

the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LICENSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

h. The LICENSEE for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LICENSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

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

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

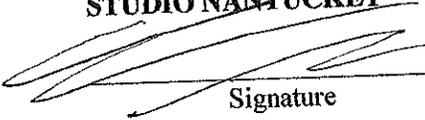
13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the LICENSOR.

SIGNATURE PAGE TO FOLLOW:

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

LICENSEE:
**GO FIGURE BARRE
STUDIO NANTUCKET**

LICENSOR:
NANTUCKET MEMORIAL AIRPORT COMMISSION



Signature

Chairman

Christina Schwefel

Print Name

Owner

Title

April 9 2016

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2016

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

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

PRODUCER
NFP Property & Casualty
Services, Inc.
707 Westchester Ave., Ste 201
White Plains, NY 10604
NFP P&C Private Client Group

CONTACT NAME: **NFP P&C Private Client Group**
PHONE (A/C, No, Ext): **914.683.3990**
E-MAIL ADDRESS: **aciasulli@nfp.com**
FAX (A/C, No): **914.948.9560**

INSURER(S) AFFORDING COVERAGE
INSURER A: **Philadelphia Indemnity Ins. Co** NAIC # **18058**

INSURED
Aggraziato, LLC
Christina M. Schwefel
2 Conyers Farm Drive
Greenwich, CT 06831-2735

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD JWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1019728-002	05/24/2015	05/24/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.

CERTIFICATE HOLDER

CANCELLATION

NANTMEM

NANTUCKET MEMORIAL AIRPORT
COMMISSION
14 AIRPORT RD
NANTUCKET, MA 02554

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
George Knotts



Christina Schwefel (cmschwefel@gmail.com)

Aggraziato - Certificate of Insurance

Fri, Apr 8, 2016 at 4:43 PM

Andros, Janine <janine.andros@nfp.com>
To: "Triano, Todd" <todd.triano@nfp.com>, "Christina Schwefel (cmschwefel@gmail.com)" <cmschwefel@gmail.com>
Cc: "Knotts, George" <gknotts@nfp.com>, "Belluzzi, Theresa" <tbelluzzi@nfp.com>

Todd:

Please see attached for certificate of insurance.

Once the renewal policy is bound, Theresa can issue a renewal COI effective 5/24/16-17.

Let me know if I can be of further service.

Janine M. Andros, CLCS

Vice President, Commercial Lines Manager

NFP Property & Casualty Services, Inc.

707 Westchester Ave, Ste 201| White Plains, NY 10604

P: 914.406.7962| F: 914.358.6962| C: 914.400.3864| janine.andros@nfp.com | www.nfp.com



From: Triano, Todd

Sent: Friday, April 08, 2016 4:24 PM

To: Andros, Janine; 'Christina Schwefel (cmschwefel@gmail.com)'

Cc: Knotts, George; Belluzzi, Theresa

Subject: RE: Aggraziato - Off Site Insurance Coverage



1979 Piaggio

INSURANCE IDENTIFICATION CARD

Connecticut Insurance Card issued pursuant to Connecticut Law.

CONNECTICUT

(STATE)

COMPANY NUMBER	COMPANY		
18279	BANKERS STANDARD INSURANCE COMPANY		
POLICY NUMBER		EFFECTIVE DATE	EXPIRATION DATE
268-03-49-36A		03/10/2016	04/18/2016
YEAR	MAKE/MODEL		VEHICLE IDENTIFICATION NUMBER
1979	PUCH		4752764

AGENCY/COMPANY ISSUING CARD
NFP PROPERTY & CASUALTY
360 MOUNT KEMBLE AVE

MORRISTOWN NJ 07960-6662 (973) 539-8500

INSURED

HARRY SCHWEFEL
CHRISTINA SCHWEFEL
749 LAKE AVE
GREENWICH

CT 06830-3334

SEE IMPORTANT NOTICE ON REVERSE SIDE

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
JACOBS ENGINEERING GROUP INC.
FOR
INSTALL COMPUTER STATIONS
AND INTERACTIVE EMPLOYEE TRAINING SYSTEM**

This AGREEMENT made this ____ day of _____, 2016 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" or "CONTRACTOR", and the TOWN of Nantucket acting by and through its Airport Commission, with a usual place of business at Nantucket Municipal Airport, 14 Airport Road, Nantucket, MA 02554, hereinafter called the TOWN.

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

1. Scope of Work

The ENGINEER shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **Install Computer Stations and Interactive Employee Training System** 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 \$ 29,077. The contract is funded as follows: 90% (\$26,169.30) by the Federal Aviation Administration ("FAA"); 5% (\$1,453.85) by the Massachusetts Department of Transportation Aeronautics Division (MassDOT) under the Federal AIP; and 5% (\$1,453.85) by the TOWN of Nantucket. The breakdown of fees is shown in more detail in the attached articles A, B, C, D, and E.

3. Commencement and Completion of Work

- A. The ENGINEER shall commence and prosecute the work under this Agreement upon execution by both parties.
- 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.
- (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
------------------	----------------------------

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

- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.
- C. The ENGINEER shall also carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- D. Prior to commencement of any work under this Agreement, the ENGINEER shall provide the TOWN with Certificates of Insurance or other evidence of insurance coverage which include the TOWN as an additional named insured on the ENGINEER's Comprehensive General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the TOWN. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- E. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of its Article.

12. Notice

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

13. Termination

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

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

14. Miscellaneous

A. Royalties and Patents: The ENGINEER shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the TOWN harmless from loss on account thereof, except that he 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.
- F. 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

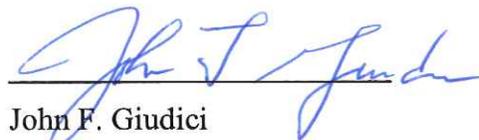
financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. 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):

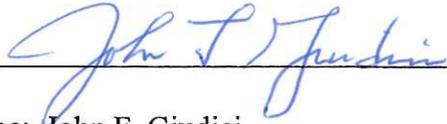
I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both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



John F. Giudici
New England Regional Manger

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: John F. Giudici

Title: New England Regional Manger

TOWN OF NANTUCKET
AIRPORT COMMISSION

By: _____

Name: _____

Title: _____

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 _____, 2016, 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 \$29,077 for consultant services in connection with:

“Install Computer Stations and Interactive Employee Training System”

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.

Mr. Jeffrey DeCarlo
Aeronautics Division Administrator
Massachusetts Department of Transportation Aeronautics Division

Exhibit A – Scope of Work (12/27/2015) Rev. 2 (2/5/16)

For

Install Computer Stations and Interactive Employee Training System

At

**Nantucket Memorial Airport
Nantucket, Massachusetts**

Background

This project proposes to install five (5) computer stations and printer, located in one training room, with an Interactive Employee Training System (IETS) for use by the Airport Security Office. The IETS program will create a uniform system to train employees, tenants and badge applicants. The system will be a learning management system (for example: An IET- Learning Suite (IET-LS) program that is supported by AAIE and used in over 100 Airports nationwide). The program provides cross-platform usage, improves recurrent training efficiency which saves time, and creates a data system. This new multi-function system will cover SIDA badge training, driver training (movement & non-movement), as well as other interactive computer training such as Active Shooter & Threat Awareness with automated record capabilities. The desired product will be FAA Part 139 Custom type and will also include separate Part 139 customized training modules for 'Airport Operations' type staff versus general tenants, contractors, and consultants training for a security badge.

Assumptions/Design Parameters

1. This project is eligible for AIP funding.
2. Jacobs Engineering Group Inc. (Jacobs) will develop a full set of plans, specifications, and construction cost estimates at 90% design level for review and finalize 100% design sets for eventual bidding.
3. Filming, filming editing, and photograph site work is anticipated.
4. Design criteria will reflect the latest FAA Advisory Circulars at time of design.
5. Jacobs will consider design-build and design-bid-build methods of delivery.
6. The software will be designed specifically for use at Nantucket Memorial Airport (customized photography and graphics; course curriculum; and video)
7. FAA Federal Procurement and FAA AIP requirements will be met.
8. The Exhibit "A" will not be updated under this project.
9. The ALP will be not be updated under this project.
10. A Construction Safety Phasing Plan (CSPP) is assumed to be not needed for this project.

ARTICLE A – DATA COLLECTION

1. Perform one (1) detailed site visit to verify the existing location, power and communication infrastructure and discuss requirements of new system

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

ARTICLE B – DESIGN (DRAWINGS, SPECIFICATIONS, & ESTIMATE)

Based on the information collected under Article A, the 90% and 100% design 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 construction schedule for use in determining construction phasing and duration.
4. Coordinate with Vendor (e.g. AAAE) and software manufacturer.
5. Prepare the system design and installation requirements.
6. Prepare plans show proposed locations of new computer stations.
7. Attend one (1) design review meetings with Airport Staff. This meeting will be to review design efforts.
8. Develop the following anticipated plans:
Cover/Index (1)
General Plan and Notes (1)

Total: 2 Sheets
9. Coordinate, distribute and print the following copies of the 90% construction documents (plans, specifications, and construction cost estimate) for review by the Owner:

Preliminary 90% Design Submission

FAA-Burlington: 1 copy of plans (1 full size); 1 copy of specifications;
1 copy of estimate

State DOT: pdf electronic submission of the plans, specifications, and estimate

Owner: 2 copies of plans (1 full size; 1 half size); 2 copies of specifications;
2 copies of estimate; pdf electronic copies will be provided.

Final 100% Design Submission

FAA-Burlington: 1 copy of plans (1 full size); 1 copy of specifications;
1 copy of estimate

State DOT: pdf electronic submission of the plans, specifications, and estimate

Owner: 1 copy of plans (1 full size); 1 copy of specifications; 1 copy of estimate; pdf
electronic copies will be provided.

10. Conduct an in-house QA/QC prior to each submission. The in-house QA/QC check will involve an experienced independent individual, to conduct a comprehensive check on all documents to be submitted (e.g. plans, specifications, estimates, reports).
11. Address final comments from 90% design for 100% design plans.

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

ARTICLE C – ADVERTISING AND BIDDING

1. Prepare (1) full size sets of plans and specifications to be seen by perspective bidders at ACK. Contractor sets of plans and specifications to be delivered electronically. Hard Copy 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)
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. Attend one (1) Pre-Design meeting to discuss the scope of the project. Prepare minutes of this meeting and distribute them to all parties.
2. Develop Engineering Scope of Work and Contract.
3. Prepare and distribute engineering contracts.
4. Prepare and distribute the grant documentation.
5. Retain project-related records.
6. Prepare closeout documentation.

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

ARTICLE E – CONSTRUCTION ADMINISTRATION

1. Provide general administrative support to the Resident Engineer during the construction phase of the project. Jacobs will also coordinate with the Airport's "IT" director.
2. Review and analyze construction shop drawing and RFIs submitted by the Contractor.
3. Prepare and submit FAA Form 5370-1 Construction Progress and Inspection Report, on a monthly basis or as directed by the FAA – New England Region.
4. Attended construction coordination meetings for the project during the construction phase (assume 2).

Services for Article E will be provided under a Cost Plus basis.

ARTICLE F – RESIDENT ENGINEER

NOT IN CONTRACT

PROJECT SCHEDULE

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

<u>Item</u>	<u>Date</u>
Engineering Contract	2/16
Preliminary Design	2/16
Final Design	3/16
Advertisement	3/15/16
Bid Opening	4/15/16
Grant Application	5/1/16
Start Construction	6/16
Finish Construction	7/17

JACOBS ENGINEERING GROUP INC.

Nantucket Memorial Airport

Project:

Install Computer Stations and Interactive Employee Training System

FEE SUMMARY

	Hours		Fee
Lump Sum			
Article A: Data Collection	16	\$	2,008
Article B: Design	112	\$	12,886
Article C: Advertising and Bidding	39	\$	4,710
Article D: General Administration	34	\$	4,047
Total Lump Sum Fee	201	\$	23,651
	Hours		Fee
Cost Plus			
Article E: Construction Administration	39	\$	5,426
Total Cost Plus Fee	39	\$	5,426
TOTAL PROJECT FEE	240	\$	29,077

Nantucket Memorial Airport

Install Computer Stations and Interactive Employee Training System

Article A: Data Collection

	WORK ITEM	Principal in Charge	Project Manager	Systems Engineer	CADD	Admin Assistant	TOTAL
1	Detailed Site Visit			8			8
2	Review available record drawings			4	4		8
	TOTAL HOURS	0	0	12	4	0	16
	RATE	\$ 94	\$ 62	\$ 50	\$ 35	\$ 25	----
	PAYROLL ESTIMATE	\$ -	\$ -	\$ 600	\$ 140	\$ -	\$ 740

Task Expenses:

1	Airline Ticket (\$165/RT)	\$ 165
	Meals	\$ 20
	Mileage (150 x .575/mi)	\$ 87

TOTAL PAYROLL	\$ 740
Overhead 109.46%	\$ 810
Subtotal	\$ 1,550
Profit 12%	\$ 186
Payroll Fee	\$ 1,736
Expenses	\$ 272
Lump Sum Fee Total	\$ 2,008

Total Expenses	\$ 272
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TOTAL FEE	\$ 2,008
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JACOBS ENGINEERING GROUP INC.

Nantucket Memorial Airport

Install Computer Stations and Interactive Employee Training System

Article B: Design

	WORK ITEM	Principal in Charge	Project Manager	System Engineer	CADD	Admin Assistant	TOTAL
1	Develop Technical Specifications		2	8		2	12
2	Develop Front End Specifications			8		4	12
3	Develop construction schedule			4			4
4	Prepare the system design and installation requirements			8			8
5	Prepare plans showing proposed locations of computer stations			8			8
6	Attend design review meeting with airport staff		8	8			16
7	Prepare Construction Safety and Phasing Plan		2		4		6
8	Coordinate with AAAE and software manufacturer		2	2			4
9	Develop the following plans (at the Prelim. and Final Design Level)						
a	Cover/Index (1)				8		8
c	General Plan and Notes (1)				16		16
10	Coordinate and distribute plans and specifications		4				4
11	QA/QC for 100% submission	4					4
12	Address 90% & 100% design comments for as-advertised plan set			2	8		10
	TOTAL HOURS	4	18	48	36	6	112
	RATE	\$ 94	\$ 62	\$ 50	\$ 35	\$ 25	-----
	PAYROLL ESTIMATE	\$ 376	\$ 1,116	\$ 2,400	\$ 1,260	\$ 150	\$ 5,302

Task	Expenses:	
7	Airline Ticket (\$165/RT) x 2	\$ 330
	Meals	\$ 40
	Mileage (150 x .575/mi)	\$ 87
	Total Expenses	\$ 447

TOTAL PAYROLL	\$	5,302
Overhead 109.46%	\$	5,804
Subtotal	\$	11,106
Profit 12%	\$	1,333
Payroll Fee	\$	12,439
Expenses	\$	447
Lump Sum Fee Total	\$	12,886

TOTAL FEE \$ 12,886

JACOBS ENGINEERING GROUP INC.

Nantucket Memorial Airport

Install Computer Stations and Interactive Employee Training System

Article C: Advertising and Bidding

	WORK ITEM	Principal in Charge	Project Manager	System Engineer	CADD	Admin Assistant	TOTAL
1	Prepare plan sets for bidding			2	2		4
2	Prepare Invitation to Bid		2				2
3	Prepare for and attend pre-bid conference		8	8			16
4	Issue necessary addendum and directives to bidders		2	2			4
5	Review bids received, prepare bid tabulation and make recommendation of award		2			4	6
6	Issue "Notice of Award"		1				1
7	Maintain plan holder's list during bidding					4	4
8	Coordinate and administer bid deposits and return of deposits					2	2
TOTAL HOURS		0	15	12	2	10	39
RATE		\$ 94	\$ 62	\$ 50	\$ 35	\$ 25	-----
PAYROLL ESTIMATE		\$ -	\$ 930	\$ 600	\$ 70	\$ 250	\$ 1,850

Task	Expenses:
1	Prepare/Utilize Electronic Prints
2	Airline Ticket (\$165/RT) x 2
	Meals
	Mileage (150 x .575/mi)
Total Expenses:	

\$ 330
\$ 40
\$ 87
\$ 370

TOTAL PAYROLL	\$	1,850
Overhead 109.46%	\$	2,025
Subtotal	\$	3,875
Profit 12%	\$	465
Payroll Fee	\$	4,340
Expenses	\$	370
Lump Sum Fee Total	\$	4,710

TOTAL FEE \$ 4,710

Nantucket Memorial Airport

Install Computer Stations and Interactive Employee Training System

Article D: General Administration

	WORK ITEM	Principal in Charge	Project Manager	Systems Engineer	CADD	Admin Assistant	TOTAL
1	Attend one (1) predesign meeting; prepare and distribute meeting minutes		8	8			16
2	Develop Scope of Work and Contract		3	3			6
3	Prepare and distribute engineering contracts		1			4	5
4	Prepare and distribute grant documentation		1				1
5	Retain Project related records					4	4
6	Prepare Close Out Documentation (Record Drawings)		2				2
	TOTAL HOURS	0	15	11	0	8	34
	RATE	\$ 94	\$ 62	\$ 50	\$ 35	\$ 25	----
	PAYROLL ESTIMATE	\$ -	\$ 930	\$ 550	\$ -	\$ 200	\$ 1,680

TOTAL PAYROLL	\$	1,680
Overhead 109.46%	\$	1,839
Subtotal	\$	3,519
Profit 12%	\$	528
Expenses	\$	-
Lump Sum Fee Total	\$	-

Total Expenses	\$ -
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TOTAL FEE	\$ 4,047
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Nantucket Memorial Airport

Install Computer Stations and Interactive Employee Training System

Article E: Construction Administration

	WORK ITEM	Principal in Charge	Project Manager	Systems Engineer	CADD	Admin Assistant	TOTAL
1	Provide general administrative support to the Resident Engineer during the construction phase of the project; & local IT coordination		2	8			10
2	Review and analyze construction shop drawing and RFIs submitted by the Contractor		1	4			5
3	Prepare and submit FAA Form 5370-1 Construction Progress and Inspection Report, on a monthly basis or as directed by the FAA – New England Region			8			8
4	Attended construction coordination meetings for the project during the construction phase (assume 2)			16			16
TOTAL HOURS		0	3	36	0	0	39
RATE		\$ 94	\$ 62	\$ 50	\$ 35	\$ 25	----
PAYROLL ESTIMATE		\$ -	\$ 186	\$ 1,800	\$ -	\$ -	\$ 1,986

Task Expenses:

3	Airline Ticket (\$165/RT) x 2	\$ 165
	Meals	\$ 20
	Mileage (150 x .575/mi)	\$ 87
4	Airline Ticket (\$165/RT) x 2	\$ 330
	Meals	\$ 40
	Mileage (150 x .575/mi)	\$ 87

TOTAL PAYROLL	\$ 1,986
Overhead 109.46%	\$ 2,174
Subtotal	\$ 4,160
Profit 12%	\$ 624
Payroll Fee	\$ 4,784
Subconsultants	\$ -
Expenses	\$ 642
Cost Plus Total	\$ 5,426

Total Expenses	\$ 642
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TOTAL FEE	\$ 5,426
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**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
JACOBS ENGINEERING GROUP INC.
FOR
UPGRADE PUBLIC ADDRESS SYSTEM
AND FLIGHT INFORMATION DISPLAY SYSTEM**

This AGREEMENT made this ____ day of _____, 2016 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" or "CONTRACTOR", and the TOWN of Nantucket acting by and through its Airport Commission, with a usual place of business at Nantucket Municipal Airport, 14 Airport Road, Nantucket, MA 02554, hereinafter called the TOWN.

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

1. Scope of Work

The ENGINEER shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **Upgrade Public Address System and Flight Information Display System** 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 \$ 58,434. The contract is funded as follows: 90% (\$52,590.60) by the Federal Aviation Administration ("FAA"); 5% (\$2,921.70) by the Massachusetts Department of Transportation Aeronautics Division (MassDOT) under the Federal AIP; and 5% (\$2,921.70) by the TOWN of Nantucket. The breakdown of fees is shown in more detail in the attached articles A, B, C, D, and E.

3. Commencement and Completion of Work

- A. The ENGINEER shall commence and prosecute the work under this Agreement upon execution by both parties.
- 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.
- (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.

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

14. Miscellaneous

- A. Royalties and Patents: The ENGINEER shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the TOWN harmless from loss on account thereof, except that the shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the TOWN; but if the ENGINEER believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the TOWN, and thereafter the TOWN insists on the use of the design, process or product specified.
- B. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Independent Contractor: The parties acknowledge that the ENGINEER is acting as an independent contractor for all work and services rendered pursuant to this

Agreement and that it shall not be considered an employee or agent of the TOWN for any purpose.

- E. Complete Agreement: This Agreement contains a complete statement of the undertakings between the parties with respect to the matter set forth herein. This Agreement cannot be changed or terminated, and this Agreement supersedes all prior agreements and undertakings, both oral and written, between the parties. There are no representations not set forth in this Agreement which have been relied upon by either party.
- F. Severability: If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.
- G. No Waiver: No waiver of any breach of any provision of this Agreement by either party hereto shall constitute a waiver of the Agreement. The failure of a party to enforce, at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

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

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation "DOT" Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination. The ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts. In all solicitations by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this Agreement and the Regulations relative to

nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations, directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the TOWN shall impose such contract sanction as are appropriate, including but not limited to:
- (1) withholding of payments to the ENGINEER under the contract until the contractor complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs "a" through "e" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event an ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the TOWN to enter into such litigation to protect the interests of the TOWN and/or the interests of the United States and the Commonwealth of Massachusetts.
- G. 49 CFR Part 26. The contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- H. DBE Obligation. The ENGINEER agrees to ensure that minority and women business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts

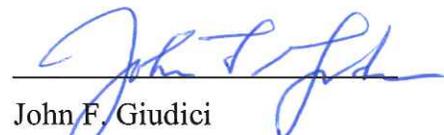
financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.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

CERTIFICATION OF ENGINEER – FAA

I hereby certify that I am 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:

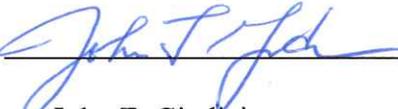
- a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- b. agreed, as an express or implied condition for obtaining 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.


John F. Giudici
New England Regional 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: John F. Giudici

Title: New England Regional Manager

TOWN OF NANTUCKET
AIRPORT COMMISSION

By: _____

Name: _____

Title: _____

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 _____, 2016, 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 \$58,434 for consultant services in connection with:

“Upgrade Public Address System and Flight Information Display System”

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.

Mr. Jeffrey DeCarlo
Aeronautics Division Administrator
Massachusetts Department of Transportation Aeronautics Division

Exhibit A – Scope of Work (12/27/2015) Rev. 1 (1/25/16)

For

Upgrade Public Address System and Flight Information Display System

At

**Nantucket Memorial Airport
Nantucket, Massachusetts**

Background

This project proposes to upgrade the existing public address (PA) system and flight information display systems (FIDS). The clarity of the existing PA system has deteriorated over the years and a portion of the system runs off of old telephone lines. Upgrading the PA and FIDS at the same time will provide the Airport a better and clearer system that will operate more efficiently and provide a better experience for the passengers by minimizing miscommunication and confusion.

Assumptions/Design Parameters

1. This project is eligible for AIP funding.
2. Jacobs Engineering Group Inc. (Jacobs) will develop a full set of plans, specifications, and construction cost estimates at 90% design level for review and finalize 100% design sets for eventual bidding.
3. **No** civil site work is anticipated.
4. Design criteria will reflect the latest Advisory Circulars and ADA criteria (if applicable) at time of design.
5. Jacobs recommends design-bid-build method of delivery as the best procurement approach for the project.
6. The use of Statewide Security Camera Contractors will be explored and considered assuming it meets Federal procurement guidelines.
7. FAA Federal Procurement and FAA AIP requirements will be met.
8. The Exhibit "A" will not be updated under this project.
9. The ALP will not be updated under this project.
10. Prepare a Construction Safety Phasing Plan (CSPP).

ARTICLE A – DATA COLLECTION

1. Perform a detailed site visit to verify the existing systems location, power and communication infrastructure.
2. Meeting with the Airport and Airport users to discuss the functional requirements of the new system.
3. Review available record drawings of the terminal and existing system.

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

ARTICLE B – DESIGN (DRAWINGS, SPECIFICATIONS, & ESTIMATE)

Based on the information collected under Article A, the 90% and 100% design 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 construction schedule for use in determining construction phasing and duration.
4. Prepare the network design, including head-end server selection and system zoning.
5. Prepare the system design, including definitions of components, sizing, and amplification requirements.
6. Develop detailed construction quantities and cost estimate at the 90% and 100% design levels.
7. Attend one (1) design review meetings with Airport Staff. This meeting will be to review design efforts.
8. Prepare construction safety and phasing plan.
9. Develop the following anticipated plans:
 - Cover/Index (1)
 - General Plan and Notes (1)
 - PA/FIDS Demolition Plans (3)
 - PA/FIDS Reflected Ceiling/Floors Plans (3)
 - System Details (2)
 - Network Diagrams (1)
 - Total: 11 Sheets
10. Coordinate, distribute and print the following copies of the 90% construction documents (plans, specifications, and construction cost estimate) for review by the Owner:

Preliminary 90% Design Submission

FAA-Burlington: 1 copy of plans (1 full size); 1 copy of specifications;
1 copy of estimate

State DOT: pdf electronic submission of the plans, specifications, and estimate

Owner: 2 copies of plans (1 full size; 1 half size); 2 copies of specifications;
2 copies of estimate; pdf electronic copies of all submission deliverables will
be supplied.

Final 100% Design Submission

FAA-Burlington: 1 copy of plans (1 full size); 1 copy of specifications;

1 copy of estimate

State DOT: pdf electronic submission of the plans, specifications, and estimate

Owner: 1 copy of plans (1 full size); 1 copy of specifications; 1 copy of estimate; pdf electronic copies of all submission deliverables will be supplied.

11. Conduct an in-house QA/QC prior to each submission. The in-house QA/QC check will involve an experienced independent individual, to conduct a comprehensive check on all documents to be submitted (e.g. plans, specifications, estimates, reports).
12. Address final comments from 90% design for 100% design plans.

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

ARTICLE C – ADVERTISING AND BIDDING

1. Prepare (1) full size sets of plans and specifications to be seen by perspective bidders at ACK. Contractor sets of plans and specifications to be delivered electronically. Hard Copy 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)
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 meeting to negotiate fee (via phone).
3. Prepare and submit Clearinghouse Letters and FAA Project Readiness Form.
4. Prepare and distribute engineering contracts.
5. Submit construction safety and phasing plan.
6. Prepare and distribute the FAA and State grant application documentation.
7. Prepare FAA and State payment requests.
8. Retain project-related records.
9. Prepare closeout documentation (record drawings; FAA close-out report; Mass DOT close-out report; FAA SF-425 financial report; Sponsor's Certification for Project Final Acceptance (attachment #5 from FAA grant application)).

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

ARTICLE E – CONSTRUCTION ADMINISTRATION

1. Provide general administrative support to the Resident Engineer during the construction phase of the project.
2. Review and analyze construction shop drawing and RFIs submitted by the Contractor.
3. Prepare and submit FAA Form 5370-1 Construction Progress and Inspection Report, on a monthly basis or as directed by the FAA – New England Region.
4. Attended construction coordination meetings for the project during the construction phase (assume 4).

Services for Article E will be provided under a Cost Plus basis.

ARTICLE F – RESIDENT ENGINEER

NOT IN CONTRACT

PROJECT SCHEDULE

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

<u>Item</u>	<u>Date</u>
Engineering Contract	2/16
Preliminary Design	2/16
Final Design	3/16
Advertisement	3/15/16
Bid Opening	4/15/16
Grant Application	5/1/16
Start Construction	10/16
Finish Construction	2/17

JACOBS ENGINEERING GROUP INC.

Nantucket Memorial Airport

Project:

Upgrade Public Address System and Flight Information Display System

FEE SUMMARY

	<u>Hours</u>		<u>Fee</u>
Lump Sum			
Article A: Data Collection	24	\$	3,219
Article B: Design	292	\$	32,179
Article C: Advertising and Bidding	44	\$	5,484
Article D: General Administration	36	\$	3,819
Total Lump Sum Fee	396	\$	44,701
	<u>Hours</u>		<u>Fee</u>
Cost Plus			
Article E: Construction Administration	98	\$	13,733
Total Cost Plus Fee	98	\$	13,733
TOTAL PROJECT FEE	494	\$	58,434

Nantucket Memorial Airport

Upgrade Public Address System and Flight Information Display System

Article A: Data Collection

	WORK ITEM	Principal in Charge	Project Manager	Systems Engineer	CADD	Admin Assistant	TOTAL
1	Perform a detailed site visit			8			8
2	Attend meeting with Airport and User to discuss functional requirements of the project			8			8
3	Review available record drawings			4	4		8
TOTAL HOURS		0	0	20	4	0	24
RATE		\$ 94	\$ 62	\$ 50	\$ 35	\$ 25	-----
PAYROLL ESTIMATE		\$ -	\$ -	\$ 1,000	\$ 140	\$ -	\$ 1,140

TOTAL PAYROLL	\$	1,140
Overhead 109.46%	\$	1,248
Subtotal	\$	2,388
Profit 12%	\$	287
Payroll Subtotal	\$	2,675
Expenses	\$	544
Lump Sum Fee Total	\$	3,219

<u>Task</u>	<u>Expenses:</u>	
1	Airline Ticket (\$165/RT)	\$ 165
	Meals	\$ 20
	Mileage (150 x .575/mi)	\$ 87
2	Airline Ticket (\$165/RT)	\$ 165
	Meals	\$ 20
	Mileage (150 x .575/mi)	\$ 87

TOTAL FEE	\$ 3,219
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Total Expenses	\$ 544
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Nantucket Memorial Airport

Upgrade Public Address System and Flight Information Display System

Article B: Design

	WORK ITEM	Principal in Charge	Project Manager	System Engineer	CADD	Admin Assistant	TOTAL
1	Develop Technical Specifications		4	24		8	36
2	Develop Front End Specifications			16		8	24
3	Develop construction schedule			8			8
4	Prepare the network design, including head-end server selection and system zoning			24			24
5	Prepare the system design, including definitions of components, sizing, and amplification requirements			24			24
6	Developed detailed quantities and construction estimate		2	16			18
7	Attend design review meeting with airport staff		8	8			16
8	Prepare Construction Safety and Phasing Plan			8		4	12
9	Develop the following plans (at the Prelim. and Final Design Level)						
a	Cover/Index (1)				2		2
b	General Plan and Notes (1)			2	4		6
c	PA/FIDS Demolition Plans (3)			8	16		24
d	PA/FIDS Reflected Ceiling and Floor Plans (3)			8	8		16
e	System Details (2)			16	16		32
f	Network Diagrams (1)			16	8		24
10	Coordinate and distribute plans and specifications		4				4
11	QA/QC for 100% submission	2	4				6
12	Address 90% & 100% design comments for as-advertised plan set			8	8		16
	TOTAL HOURS	2	22	186	62	20	292
	RATE	\$ 94	\$ 62	\$ 50	\$ 35	\$ 25	-----
	PAYROLL ESTIMATE	\$ 188	\$ 1,364	\$ 9,300	\$ 2,170	\$ 500	\$ 13,522

Task	Expenses:	
7	Airline Ticket (\$165/RT) x 2	\$ 330
	Meals	\$ 40
	Mileage (150 x .575/mi)	\$ 87
	Total Expenses	\$ 457

TOTAL PAYROLL	\$	13,522
Overhead 109.46%	\$	14,801
Subtotal	\$	28,323
Profit 12%	\$	3,399
Payroll Fee	\$	31,722
Expenses	\$	457
Lump Sum Fee Total	\$	32,179
TOTAL FEE	\$	32,179

JACOBS ENGINEERING GROUP INC.

Nantucket Memorial Airport

Upgrade Public Address System and Flight Information Display System

Article C: Advertising and Bidding

	WORK ITEM	Principal in Charge	Project Manager	System Engineer	CADD	Admin Assistant	TOTAL
1	Prepare plan sets for bidding		2		4		6
2	Prepare Invitation to Bid		1				1
3	Prepare for and attend pre-bid conference		8	8			16
4	Issue necessary addendum and directives to bidders		4	4			8
5	Review bids received, prepare bid tabulation and make recommendation of award		4				4
6	Issue Notice to Award		1				1
7	Maintain plan holder's list during bidding					4	4
8	Coordinate and administer bid deposits and return of deposits					4	4
	TOTAL HOURS	0	20	12	4	8	44
	RATE	\$ 94	\$ 62	\$ 50	\$ 35	\$ 25	-----
	PAYROLL ESTIMATE	\$ -	\$ 1,240	\$ 600	\$ 140	\$ 200	\$ 2,180

Task	Expenses:	
1	Prepare/Utilize Electronic Prints	
2	Airline Ticket (\$165/RT) x 2	\$ 330
	Meals	\$ 40
	Mileage (150 x .575/mi)	\$ 87
	Total Expenses:	\$ 370

TOTAL PAYROLL	\$	2,180
Overhead 109.46%	\$	2,386
Subtotal	\$	4,566
Profit 12%	\$	548
Payroll Fee	\$	5,114
Expenses	\$	370
Lump Sum Fee Total	\$	5,484

TOTAL FEE \$ 5,484

Nantucket Memorial Airport

Upgrade Public Address System and Flight Information Display System

Article D: General Administration

	WORK ITEM	Principal in Charge	Project Manager	Systems Engineer	CADD	Admin Assistant	TOTAL
1	Develop Scope of Work and Contract			2			2
2	Attend one (1) meeting to negotiate fee (via phone)		3				3
3	Prepare and submit Clearinghouse letters and FAA project readiness form				4		4
4	Prepare and distribute engineering contracts		3				3
5	Submit Construction Safety Phasing Plan				8		8
6	Prepare and submit State and FAA Grant Applications		4				4
7	Prepare FAA and state reimbursement requests		4				4
8	Retain Project related records					4	4
9	Prepare Close Out Documentation (Record Drawings)				4		4
TOTAL HOURS		0	14	2	16	4	36
RATE		\$ 94	\$ 62	\$ 50	\$ 35	\$ 25	----
PAYROLL ESTIMATE		\$ -	\$ 868	\$ 100	\$ 560	\$ 100	\$ 1,628

Task Expenses:

	\$ -
	\$ -
	\$ -
Total Expenses	\$ -

TOTAL PAYROLL	\$ 1,628
Overhead 109.46%	\$ 1,782
Subtotal	\$ 3,410
Profit 12%	\$ 409
Payroll Fee	\$ 3,819
Expenses	\$ -
Lump Sum Fee Total	\$ 3,819

TOTAL FEE	\$ 3,819
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Nantucket Memorial Airport

Upgrade Public Address System and Flight Information Display System

Article E: Construction Administration

	WORK ITEM	Principal in Charge	Project Manager	Systems Engineer	CADD	Admin Assistant	TOTAL
1	Provide general administrative support to the Resident Engineer during the construction phase of the project.		16	8			24
2	Review and analyze construction shop drawing and RFIs submitted by the Contractor		8	24			32
3	Prepare and submit FAA Form 5370-1 Construction Progress and Inspection Report, on a monthly basis or as directed by the FAA – New England Region		2	8			10
4	Attended construction coordination meetings for the project during the construction phase (assume 4)			32			32
	TOTAL HOURS	0	26	72	0	0	98
	RATE	\$ 94	\$ 62	\$ 50	\$ 35	\$ 28	----
	PAYROLL ESTIMATE	\$ -	\$ 1,612	\$ 3,600	\$ -	\$ -	\$ 5,212

Task Expenses:

4	Airline Ticket (book)	\$ 750
	Meals x 4	\$ 80
	Mileage (150 x .575/mi) x 4	\$ 348

TOTAL PAYROLL	\$ 5,212
Overhead 109.46%	\$ 5,705
Subtotal	\$ 10,917
Profit 12%	\$ 1,638
Payroll Fee	\$ 12,555
Subconsultants	\$ -
Expenses	\$ 1,178
Cost Plus Total	\$ 13,733

TOTAL FEE \$ 13,733

Total Expenses \$ 1,178

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
JACOBS ENGINEERING GROUP INC.
FOR
AIRFIELD ELECTRICAL VAULT MODIFICATIONS**

This AGREEMENT made this ____ day of _____, 2016 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" or "CONTRACTOR", and the TOWN of Nantucket acting by and through its Airport Commission, with a usual place of business at Nantucket Municipal Airport, 14 Airport Road, Nantucket, MA 02554, hereinafter called the TOWN.

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

1. Scope of Work

The ENGINEER shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Airfield Electrical Vault Modifications 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 \$ **216,149**. The contract is funded as follows: 90% (\$194,534.10) by the Federal Aviation Administration ("FAA"); 5% (\$10,807.45) by the Massachusetts Department of Transportation Aeronautics Division (MassDOT) under the Federal AIP; and 5% (\$10,807.45) 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

- A. The ENGINEER shall commence and prosecute the work under this Agreement upon execution by both parties.
- 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.
- (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

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

- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.
- C. The ENGINEER shall also carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- D. Prior to commencement of any work under this Agreement, the ENGINEER shall provide the TOWN with Certificates of Insurance or other evidence of insurance coverage which include the TOWN as an additional named insured on the ENGINEER's Comprehensive General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the TOWN. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- E. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of its Article.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is

required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

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

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

14. Miscellaneous

- A. Royalties and Patents: The ENGINEER shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the TOWN harmless from loss on account thereof, except that the shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified by the TOWN; but if the ENGINEER believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the TOWN, and thereafter the TOWN insists on the use of the design, process or product specified.
- B. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. Independent Contractor: The parties acknowledge that the ENGINEER is acting as an independent contractor for all work and services rendered pursuant to this Agreement and that it shall not be considered an employee or agent of the TOWN for any purpose.

- E. Complete Agreement: This Agreement contains a complete statement of the undertakings between the parties with respect to the matter set forth herein. This Agreement cannot be changed or terminated, and this Agreement supersedes all prior agreements and undertakings, both oral and written, between the parties. There are no representations not set forth in this Agreement which have been relied upon by either party.
 - F. Severability: If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.
 - G. No Waiver: No waiver of any breach of any provision of this Agreement by either party hereto shall constitute a waiver of the Agreement. The failure of a party to enforce, at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
15. ENGINEER'S Assurances: ENGINEER hereby represents and warrants:
- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation "DOT" Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this Agreement.
 - B. Nondiscrimination. The ENGINEER, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
 - C. Solicitations for Subcontracts. In all solicitations by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations, directives issued pursuant thereto, and shall

- permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the ENGINEER's noncompliance with the nondiscrimination provisions of this Agreement, the TOWN shall impose such contract sanction as are appropriate, including but not limited to:
- (1) withholding of payments to the ENGINEER under the contract until the contractor complies, and/or
 - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs "a" through "e" in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the TOWN, the FAA, or the Massachusetts Department of Transportation Aeronautics Division may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event an ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the TOWN to enter into such litigation to protect the interests of the TOWN and/or the interests of the United States and the Commonwealth of Massachusetts.
- G. 49 CFR Part 26. The contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- H. DBE Obligation. The ENGINEER agrees to ensure that minority and women business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall

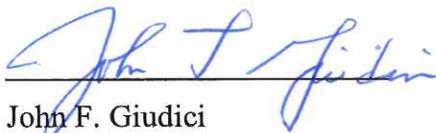
not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

CERTIFICATION OF ENGINEER – FAA

I hereby certify that I am 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):

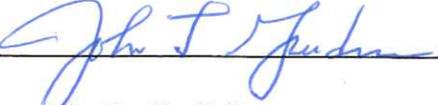
I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both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



John F. Giudici
New England Regional 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: John F. Giudici

Title: New England Regional Manager

TOWN OF NANTUCKET
AIRPORT COMMISSION

By: _____

Name: _____

Title: _____

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 _____, 2016, 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 \$216,149 for consultant services in connection with:

“Airfield Electrical Vault Modifications”

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.

Mr. Jeffrey DeCarlo
Aeronautics Division Administrator
Massachusetts Department of Transportation Aeronautics Division

Exhibit A – Scope of Work (12/27/15) Rev 1 (1/25/16)

**Nantucket Memorial Airport
Nantucket, Massachusetts**

**Airfield Electrical Vault Modifications
AIP 3-25-0033-64(assumed)-2016**

History

The existing airfield lighting vault is located within the existing airport terminal building. The vault was once located airside and is now a landside room as a result of the terminal improvement project from 2009. The vault houses approximately ten constant current regulators, wire ways, control panels, and so forth. The last time there was a major project to modify the vault was in 1996 under FAA AIP 3-25-0033-20 in which the lighting vault was modernized by removing old switchgear with 'stackable' CCR's. Since then the CCR's have reached their expected useful life and are in need of replacement. This project will also introduce a new touch screen monitor inside the vault room, in the Airport Operations Watch Room (located in the ARFF Building), and the ATCT Cab.

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. will develop full set of plans, specifications, and construction cost estimates at 90% and 100% design levels
3. **No** environmental permitting is required; The project is listed under a "categorically excluded" check-list on FAA Order 5010-1F.
4. FAA Form 7460 forms will be filed.
5. MASS DOT Aeronautics airspace forms will be filed.
6. The existing emergency back-up generator will not be replaced under this project.
7. The Exhibit "A" will not be updated under this project
8. The ALP will not be updated under this project
9. The design will be in accordance with the most current FAA-AIP Advisory Circular listing dated February 11, 2015 (or latest edition).
10. The Master Sign & Marking Plan will be not be updated.
11. Assume an FAA SMS is not required for this project due to the nature of the scope.
12. A Construction Safety Phasing Plan (CSPP) will be completed under this scope.

ARTICLE A – DATA COLLECTION

1. Conduct one site visit to check out the existing conditions of the vault, ATCT cab, and Watch Room in the ARFF Building. (Assume one site visit for the Electrical Engineer)

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 one (1) meeting at the Airport to discuss proposed construction logistics.
5. Prepare for and attend one (1) meeting at the Airport to discuss construction phasing with Airport and Tower Staff.
6. Develop detailed construction quantities and cost estimate at the 90%, 100%, and As-Advertised design levels.
7. Attend one (1) design review meetings with Airport Staff (Commissioner's; Airport Manager).
8. Complete electrical design.
9. Develop the following anticipated plans:
 - Cover/Index (1)
 - Location and Vicinity Plan (1)
 - General Plan (1)
 - General Phasing and Safety/Operations Plan (1)
 - Detailed Phasing and Safety/Operations Plan (1)
 - Existing Vault Plan, Section, and Details (1)
 - Equipment Notes and Schedules (1)
 - Temporary Vault Plan (1)
 - Existing Single Line Diagram Alteration Plan (1)
 - Proposed Single Line Diagram Plan (1)
 - Regulator Construction Sequence (1)
 - Conduit Layout Plan (1)
 - Vault Wall Elevations and Schedules (1)
 - Wiring Diagram Part 1 (1)
 - Wiring Diagram Part 2 (1)
 - Vault Control Panel Details (1)
 - ATCT Panel and Details (1)
 - Electrical Details (1)
 - Misc. Details (1)
 - Total: 19 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: 1 copy of plans (1 full size); 1 copy of specifications; 1 copy of estimate

FAA-Tech OPS & ATCT: ½ size plans

State DOT: pdf electronic submission of the plans, specifications, and estimate

Owner: 4 copies of plans (1 full size; 3 half size); 1 copy of specifications; 1 copy of estimate; pdf electronic sets will be provided of the plans, specifications, and estimate

Final Submission (100%)

Same as above

As-Advertised Submission

Same as above

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 design report (Engineer's Report) that will include a Project Summary, Project Schedule, Description of Improvements, Alternative Design Considerations, 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. Prepare and submit State Clearinghouse Letters. (includes addressing any and all required requested documentation to Coastal Zone Management; Massachusetts Historic Commission; U. S. Fish & Wildlife; and Native American Tribes (via FAA)
3. Prepare and distribute engineering contracts
4. Prepare and submit FAA 7460 form
5. Prepare and submit MASS DOT Aeronautics airspace forms
6. Prepare and submit FAA Project Readiness Form
7. Prepare and submit one (1) State Grant Application. Prepare and submit one (1) FAA Grant Application.
8. Prepare FAA and State Payment Requests. Eight (8) are assumed for this project.
9. Prepare and submit two (2) copies of the FAA Safety Plan checklist.
10. Retain project-related records
11. Attend two (2) Airport Commission meetings to update the progress of work and answer any questions associated with the project.
12. Prepare record drawings (assume for 24 sheet drawing set) and FAA & State close out reports and submit to all parties.

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 visit and/or project related meeting at the Mass State DOT, FAA, or ACK as necessary. Assume (12) site visits out of a 90-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. Provide full-time resident engineering services for the work associated with the project. The resident engineer for the project shall have field experience in the type of work to be performed, be fully qualified to make interpretations, decisions, field computations, and have knowledge of testing requirements and procedures. The resident engineer shall be approved by the Owner, FAA and the State.
4. Checking of construction activities to ensure compliance with the plans and specifications. Inform the contractor of any work, which is in non-compliance.
5. 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.
10. Maintain a diary, which will contain entries made and signed by the resident engineer. Each entry should include the following, plus any additional pertinent data:

- a. Date and weather conditions.
- b. Names of important visitors.
- c. Construction work in progress and location.
- d. Size of contractor's work force and equipment in use.
- e. Number of hours worked per day for contractor and subcontractors.

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	2/2015
Preliminary Design (90%)	3/15/16
Final Design (100%)	3/30/16
Advertisement	4/13/16
Bid Opening	4/27/16
FAA & State Grant Application	5/1/16
Start Construction	9/10/16
Finish Construction construction within the 2016 season)	6/17 (assumes may not finish

Project: **Nantucket Memorial Airport**

Airfield Electrical Vault Modifications

FEE SUMMARY

	<u>Hours</u>	<u>Fee</u>
Lump Sum		
Article A:Data Collection	16	\$ 2,744
Article B:Design, Specifications and Meetings	714	\$ 80,603
Article C:Advertising and Bidding	79	\$ 13,896
Article D:General Administration	177	\$ 20,501
Total Lump Sum Fee	986	\$ 117,744
	<u>Hours</u>	<u>Fee</u>
Cost Plus		
Article E:Construction Administration	171	\$ 24,706
Article F:Resident Engineering	520	\$ 73,699
Total Cost Plus Fee	691	\$ 98,405
TOTAL PROJECT FEE	1,677	\$ 216,149

Nantucket Memorial Airport

Airfield Electrical Vault Modifications

Article A: Data Collection

	WORK ITEM	Principle in Charge	Project Manager	Electrical Engineer	Project Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Attend one site visit for the Electrical Engineer		8	8					16
									0
									0
	TOTAL HOURS	0	8	8	0	0	0	0	16
	RATE	\$ 95	\$ 62	\$ 55	\$ 45	\$ 35	\$ 28	\$ 20	----
	PAYROLL ESTIMATE	\$ -	\$ 496	\$ 440	\$ -	\$ -	\$ -	\$ -	\$ 936

Task Subconsultants

\$ -
\$ -
<hr/>
\$ -

TOTAL PAYROLL	\$ 936
Overhead 109.46%	\$ 1,025
Subtotal	\$ 1,961
Profit 12%	\$ 235
Payroll Fee	\$ 2,196
Subconsultants	\$ -
Expenses	\$ 548
Lump Sum Fee Total	\$ 2,744

Task Expenses:

2	Flight (\$156/trip x 2)	\$ 312
	Parking (\$12/trip x 2)	\$ 24
	Mileage (150 miles round trip X \$0.565/mi)x 2	\$ 172
	Meals (\$20/trip x 2)	\$ 40
	Total Expenses	\$ 548

TOTAL FEE	\$ 2,744
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Nantucket Memorial Airport

Airfield Electrical Vault Modifications

Article B: Design, Specifications and Meetings

	WORK ITEM	Principle in Charge	Project Manager	Project/ Electrical Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Develop Technical Specifications		1	2	24		16	43
2	Develop Front End Specifications		1		8			9
3	Develop construction schedule		1	1	4			6
4	Prepare and attend one (1) meeting for coordination on construction logistics		8	8				16
5	Prepare and attend one (1) meeting for construction phasing		8	8				16
6	Develop construction quantities and cost estimates at 90%, 100% and as-advertised design levels		1	4	24			29
7	Attend (1) design review meeting with airport staff		8	8				16
8	Complete electrical design		1	24				25

9 Develop the following plans

90% Submission

a.	Cover/Index (1)				2	8		10
b.	Location and Vicinity Plan (1)				2	8		10
c.	General Plan (1)				8	8		16
d.	General Phasing and Safety/Operations Plan (1)		1		8	8		17
e.	Detailed Phasing and Safety/Operations Plan (1)		1		8	8		17
f.	Existing Vault Plan, Section, and Details (1)			2	2	4		8
g.	Equipment Notes and Schedules (1)		1	4	4	8		17
h.	Temporary Vault Plan (1)			16	16	8		40
i.	Existing Single Line Diagram Plan (1)			4	4	8		16

Nantucket Memorial Airport

Airfield Electrical Vault Modifications

Article B:Design, Specifications and Meetings

	WORK ITEM	Principle in Charge	Project Manager	Project/ Electrical Engineer	Engineer	CADD	WORD PROC	TOTAL
j.	Proposed Single Line Diagram Plan (1)		1	8	8	8		25
k.	Regulator Construction Sequence (1)		1	8		16		25
l.	Conduit Layout Plan (1)		1	8	4	4		17
m.	Vault Wall Elevations and Schedules (1)		1	8	4	4		17
n.	Wiring Diagram Part 1 (1)			8	4	8		20
o.	Wiring Diagram Part 2 (1)		1	8	4	8		21
p.	Vault Control Panel Details (1)			8	4	8		20
q.	ATCT Panel and Details (1)			8	4	8		20
r.	Electrical Details (1)		1	8	4	8		21
s.	Misc. Details (1)		1	8	4	8		21
10	Coordinate and distribute plans and specifications				4	8		12
11	QA/QC for 90% submission	4						4
12	Address Final Comments for 100% submission	8		1	4	8		21
13	Engineer's Report	4		1	4	16		25

100% Submission

a.	Cover/Index (1)			1		4		5
b.	Location and Vicinity Plan (1)			1		4		5
c.	General Plan (1)			1		4		5
d.	General Phasing and Safety/Operations Plan (1)		1	1		4		6
e.	Detailed Phasing and Safety/Operations Plan (1)		1	1		4		6

Nantucket Memorial Airport

Airfield Electrical Vault Modifications

Article B: Design, Specifications and Meetings

	WORK ITEM	Principle in Charge	Project Manager	Project/ Electrical Engineer	Engineer	CADD	WORD PROC	TOTAL
f.	Existing Vault Plan, Section, and Details (1)					4		4
g.	Equipment Notes and Schedules (1)		1	1		4		6
h.	Temporary Vault Plan (1)			1		4		5
i.	Existing Single Line Diagram Alteration Plan (1)			1		4		5
j.	Proposed Single Line Diagram Plan (1)		1	1		4		6
k.	Regulator Construction Sequence (1)		1	1		4		6
l.	Conduit Layout Plan (1)		1	1		4		6
m.	Vault Wall Elevations and Schedules (1)		1	1		4		6
n.	Wiring Diagram Part 1 (1)		1	1		4		6
o.	Wiring Diagram Part 2 (1)			1		8		9
p.	Vault Control Panel Details (1)		1	1		4		6
q.	ATCT Panel and Details (1)			1		4		5
r.	Electrical Details (1)			1		4		5
s.	Misc. Details (1)		1	1		4		6
10	Coordinate and distribute plans and specifications				2	4		6
11	QA/QC for 100% submission	8						8
12	Address 100% design comments for as-advertised plan set			4		8		12
	TOTAL HOURS	24	49	185	168	272	16	714
	RATE	\$ 95	\$ 62	\$ 55	\$ 45	\$ 35	\$ 28	-----
	PAYROLL ESTIMATE	\$ 2,280	\$ 3,038	\$ 10,175	\$ 7,560	\$ 9,520	\$ 448	\$ 33,021

Nantucket Memorial Airport

Airfield Electrical Vault Modifications

Article B: Design, Specifications and Meetings

	WORK ITEM	Principle In Charge	Project Manager	Project/ Electrical Engineer	Engineer	CADD	WORD PROC	TOTAL
Task	Expenses:							
4, 5 & 7	Flight (\$156/trip x 6)	\$ 936						
	Parking (\$12/trip x 6)	\$ 72						
	Mileage (150 miles round trip X \$0.565/mi)x6	\$ 509						
	Meals (\$20/trip x 6)	\$ 120						
12	Printing 90% submission							
	Plans - 5 sets @ \$100/set	\$ 500						
	Specifications - 5 sets @ \$50/set	\$ 250						
	Printing 100% submission							
	Plans - 5 sets @ \$100/set	\$ 500						
	Specifications - 5 sets @ \$50/set	\$ 250						
	Total Expenses	\$ 3,137						
								TOTAL PAYROLL \$ 33,021
								Overhead 109.46% \$ 36,145
								Subtotal \$ 69,166
								Profit 12% \$ 8,300
								Payroll Fee \$ 77,466
								Subconsultants \$ -
								Expenses \$ 3,137
								Lump Sum Fee Total \$ 80,603

TOTAL FEE \$ 80,603

Nantucket Memorial Airport

Airfield Electrical Vault Modifications

Article C: Advertising and Bidding

	WORK ITEM	Principle in Charge	Project Manager	Project Electrical/Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Prepare plan sets				4	4		8
2	Prepare Invitation to Bid		2	4				6
3	Prepare and attend pre-bid conference and bid opening		16		8			24
4	Issue addendum		1	4	4			9
5	Review bids and make recommendation		2	4	4			10
6	Issue Notice to Award			2	4			6
7	Maintain plan holder's list			4	4			8
8	Coordinate and administer bid deposits and return of deposits			4	4			8
	TOTAL HOURS	0	21	22	32	4	0	79
	RATE	\$ 95	\$ 62	\$ 55	\$ 45	\$ 35	\$ 28	-----
	PAYROLL ESTIMATE	\$ -	\$ 1,302	\$ 1,210	\$ 1,440	\$ 140	\$ -	\$ 4,092

TOTAL PAYROLL	\$	4,092
Overhead 109.46%	\$	4,479
Subtotal	\$	8,571
Profit 12%	\$	1,029
Payroll Fee	\$	9,600
Subconsultants	\$	-
Expenses	\$	4,296
Lump Sum Fee Total	\$	13,896

<u>Task</u>	<u>Expenses:</u>	
1	Printing	
	Plans - 25 sets @ \$100/set	\$ 2,500
	Specifications - 25 sets @ \$50/set	\$ 1,250
3	Flight (\$156/trip x 2)	\$ 312
	Mileage (150 miles round trip X \$0.565/mi)x2	\$ 170
	Parking (\$12/trip x 2)	\$ 24
	Meals (\$20/trip x 2)	\$ 40
	Total Expenses:	\$ 4,296

TOTAL FEE \$ 13,896

Nantucket Memorial Airport

Airfield Electrical Vault Modifications

Article D: General Administration

	WORK ITEM	Principle In Charge	Project Manager	Project Electrical/Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Develop Scope of Work and Contract	2	8	8				18
2	Prepare and submit Clearinghouse letters			8			8	16
3	Prepare and distribute engineering contracts				8		2	10
4	Prepare and submit FAA 7460 forms		1		8			9
5	Prepare and submit MASS DOT airspace forms		1		8			9
6	Prepare and submit FAA Project Readiness Form		1		8			9
7	Prepare and submit State and FAA Grant Applications		2		8		2	12
8	Prepare eight (8) pay requests		4		8			12
9	Prepare and submit FAA safety plan checklist		2	2	8	8	4	24
10	Retain Project related records				8			8
11	Attend Two (2) Commission Meetings for project updates		16					16
12	Prepare Record Drawings and Close Out Documentation		2		8	24		34
	TOTAL HOURS	2	37	18	72	32	16	177
	RATE	\$ 95	\$ 62	\$ 55	\$ 45	\$ 35	\$ 28	-----
	PAYROLL ESTIMATE	\$ 190	\$ 2,294	\$ 990	\$ 3,240	\$ 1,120	\$ 448	\$ 8,282

TOTAL PAYROLL	\$	8,282
Overhead	109.46%	\$ 9,065
Subtotal		\$ 17,347
Profit	12%	\$ 2,082
Payroll Fee		\$ 19,429
Subconsultants		\$ -
Expenses		\$ 1,072
Lump Sum Fee Total		\$ 20,501

Task Expenses:

1	Mileage (150mi @ .565/mi x 1)	\$ 85
	Parking (\$12/trip x 1)	\$ 12
	Flight (\$156/trip x 1)	\$ 156
1	Flight (\$156/trip x 1)	\$ 156
	Parking (\$12/trip x 1)	\$ 12
	Mileage (150mi @ .565/mi x 1)	\$ 85
	Meals (\$20/trip x 1)	\$ 20
12	Flight (\$156/trip x 2)	\$ 312
	Parking (\$12/trip x 2)	\$ 24
	Mileage (150mi @ .565/mi x 2)	\$ 170
	Meals (\$20/trip x 2)	\$ 40
	Total Expenses	\$ 1,072

TOTAL FEE \$ 20,501

Nantucket Memorial Airport

Airfield Electrical Vault Modifications

Article E: Construction Administration

	WORK ITEM	Principle in Charge	Project Manager	Project Electrical/Engineer	Engineer	CADD	WORD PROC	TOTAL
1	Issue Notice to Proceed				2		1	3
2	Pre-Construction Meeting		8					8
3	Review shop drawings		8		24			32
4	Attend Site Visits and Weekly Job Meetings (Assume 12)		48					48
5	Prepare and Issue Written Directives				16		8	24
6	Prepare Field Sketches		4		8		4	16
7	General Supervision for Resident Engineer		4					4
8	Review/Approval of Contractors Monthly Bills		4					4
9	Prepare and Negotiate Change Orders		4		8		8	20
10	Observe Work and Report to Owner		4					4
11	Attend Final Inspections		8					8
	TOTAL HOURS	0	92	0	58	0	21	171
	RATE	\$ 95	\$ 62	\$ 55	\$ 45	\$ 35	\$ 28	----
	PAYROLL ESTIMATE	\$ -	\$ 5,704	\$ -	\$ 2,610	\$ -	\$ 588	\$ 8,902

TOTAL PAYROLL	\$	8,902
Overhead 109.46%	\$	9,744
Subtotal	\$	18,646
Profit 12%	\$	2,238
Payroll Fee	\$	20,884
Subconsultants	\$	-

Task Expenses:

4	Flight (\$156/trip x 12)	\$	1,872
	Parking (\$12/trip x 1) + Mileage (150 miles * \$0.565/mi) * 12	\$	1,164
	Meals (\$20/trip x 12)	\$	240
2 & 11	Flight (\$156/trip x 2)	\$	312
	Parking (\$12/trip x 2) + Mileage @ x 2	\$	194
	Meals (\$20/trip x 2)	\$	40
	Total Expenses	\$	3,822

Expenses	\$	3,822
Cost Plus Fixed Fee Total	\$	24,706

TOTAL FEE \$ 24,706



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT
AND
FRANKLIN PAINT COMPANY**



This AGREEMENT, effective the _____, 2016, made by and between the TOWN OF NANTUCKET, acting by and through its Airport Commission, (hereinafter, the "AIRPORT") and Franklin Paint Company, 259 Cottage Street, Franklin, MA 02038, (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 June 30, 2016, 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 Commission, 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 not to exceed \$5,130.00 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 \$5,130.00 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.

IN WITNESS THEREOF:

FRANKLIN PAINT COMPANY

Lawrence H. Boise
Print name: LAWRENCE H. BOISE
Title: PRES. & CEO

Date: 3/29/16

NANTUCKET MEMORIAL AIRPORT COMMISSION:

Daniel W. Drake, Chairman

FEIN/SSN: 04-2048476

Department Org/Obj. Code: **65482 - 52409**

As to the Availability of Funds:

Brian Turbitt, Director of Finance, or
Bob Dickinson, Assistant Town Accountant

EXHIBIT A

1. Description of Services: Supply FAA Compliant Paint for Runway and Taxiway Markings:
 - 360 Gallons White #2014-5 Treated with Rust Inhibitor
 - 10 Gallons Rust Inhibitor

2. Other payment terms: 100% payment upon delivery, submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.

3. Insurance Required (if any):

(a) 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.

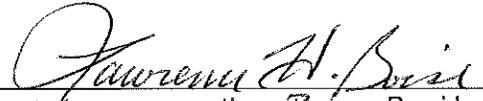
EXHIBIT B

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.

04-2048476

Federal Employer Identification Number



By: LAWRENCE H. BOISE, President

FRANKLIN PAINT COMPANY

Date: 3/29/16

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

 3/29/16

Signature Date

LAWRENCE H. BOISE, PRES. & CEO

Please Print Name



**AGREEMENT BETWEEN
THE TOWN OF NANTUCKET, MASSACHUSETTS
AND
KOBO UTILITY CONSTRUCTION CORP.**



THIS AGREEMENT made effective _____, 2016, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **Kobo Utility Construction Corp** whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

RECITALS:

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

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

ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the AIRPORT, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

ARTICLE 2 - SERVICES OF THE CONTRACTOR

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.
- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in

accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.

- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement, contract or understanding which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT under applicable law or, to the extent that the "work for hire" doctrine does not apply, CONTRACTOR hereby grants to the AIRPORT a perpetual, royalty-free exclusive license in such items. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk unless otherwise agreed to by the CONTRACTOR in writing.

ARTICLE 3 - PERIOD OF SERVICES

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed not later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

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

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR

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

- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.
- 4.5 The CONTRACTOR and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the documents, as reasonably determined by the AIRPORT.

ARTICLE 5 - TERMINATION

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) the AIRPORT shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the AIRPORT as a result of the CONTRACTOR's default, if any), as determined by the AIRPORT but for no other amounts including, without limitation, claims for lost profits on work not performed; and
 - (b) the CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The CONTRACTOR agrees to indemnify and save the Town of Nantucket/Nantucket Memorial Airport harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the Town of Nantucket for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town of Nantucket pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town of Nantucket with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the

Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the Town of Nantucket, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (e) Such additional insurance as the AIRPORT may reasonably require as set forth on Exhibit A.

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

ARTICLE 7 - GENERAL PROVISIONS

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.

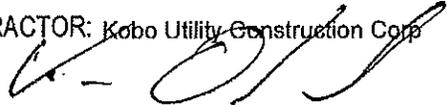
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the AIRPORT is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

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

NANTUCKET MEMORIAL AIRPORT COMMISSION:

 Daniel W. Drake, Chairman

CONTRACTOR: Kobo Utility Construction Corp


 Print Name: Kevin O'Neil

Title: President

FEIN: 04-3415115

Airport: Approved as to Funds Available

Date: April 5, 2016

 Brian E. Turbitt, Director of Municipal Finance,
 or
 Bob Dickinson, Assistant Town Accountant

This page must be completed and returned with Bid Response.

CONTRACT EXHIBIT A

CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:** Kobo Utility Construction Corp
2. **State of Incorporation:** MA
3. **Principal Office Address:** 4 Victory Drive (PO Box 578)
Sandwich, MA 02563
4. **Description of Services:**

The Contractor shall furnish all labor, tools, equipment, materials permits and supervision necessary for the complete and satisfactory performance of services described on an on-call basis. All work shall be performed in accordance with Massachusetts General Laws (MGL), Chapter 141 (latest revision) and any other applicable codes and/or standards of practice.

The bid shall be for an hourly fixed rate for call out hours between 7:30 a.m. and 4:00 p.m., Monday thru Friday; and a fixed rate for call out hours from 4:00 p.m. to midnight and midnight to 7:30 a.m.; and a fixed rate for Saturdays, Sundays and Legal Holidays.

The Contractor must show the above rates for a Master Licensed Electrician and stated rates for a Journeyman and an Apprentice/Helper. Massachusetts license numbers and proof of Master Licenses will be required.

The successful bidder must agree to around the clock coverage and shall provide the Nantucket Memorial Airport with a telephone number, cell phone number, and/or a pager number where the Contractor can be reached in an emergency. Response time must be prompt and within a reasonable time. There will be no compensation for mileage or travel time. Billable hours shall commence upon arrival at the job site. Minimum rate shall be the same for all call back periods and must be noted as part of your bid. It is expected that the service vehicle used for all service trips will be well stocked with standard replacement parts and a complete set of standard tools and equipment so as to eliminate unnecessary time away from the job site.

The contractor shall be required to be available, at no cost to the Airport during the working day, at times mutually convenient to himself and representative of the Airport for consultation regarding potential work, to visit work locations and to prepare estimates. If the Contractor finds upon examination of the assigned job, that the work will be more extensive than originally ordered, he should contact the Airport representative within 24 hours for authorization to proceed with the additional work.

When requested, a written estimate shall be provided prior to the commencement of work. Projects estimated to cost greater than \$10,000 must be bid separately.

Any and all work performed throughout the duration of the contract must be guaranteed by the Contractor to be completed in a workmanship-like manner and according to applicable codes and industry-accepted standards. Unless otherwise stated in specifications for a particular job, the Contractor will supply all labor, equipment, materials, parts and supplies necessary to complete a service. The Airport reserves the right to provide materials for a job at their option. The Contractor will be responsible for securing any and all necessary permits required prior to commencing work on any job. Emergency needs require 24 hour, 7 day a week availability of a service.

It is the condition of the contract that the Contractor shall respond to an emergency request within two (2) hours and commence work within twenty-four (24) hours after receiving notification of emergency.

NON-EMERGENCY REPAIRS must start within two (2) weeks of receipt of a work order initiated by the Airport.

This service must be provided on a 24 hour per day / 7 days a week basis. If the Contractor fails to respond in the required time period, this may be grounds for cancellation of the contract.

Services solicited through this Invitation for Bid are subject to Massachusetts Prevailing Wage Laws. Applicable Prevailing Wage Rates are issued with this Invitation to Bid. These will become a part of any contract resulting from this Invitation to Bid. Wage rates are required to be updated annually and will be forwarded upon doing so. It is the responsibility of the Contractor to adhere to the Prevailing Wage Laws and all requirements. With each invoice, the Contractor must submit a Weekly Payroll Report Form, which is included with this Invitation to Bid, for each week work performed under this contract.

It is intended that the Contractor shall accomplish the majority of the work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained by the Airport Manager or his designee. Standard work hours shall be Monday-Friday 7:30 a.m. to 4:00 p.m. All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representative of the Airport and must meet all state and town building codes.

The hourly rates reflect the amount a contractor will charge per hour only – not per hour per person. Only one tradesman shall be assigned to work on the job. Prior permission must be received before the Contractor can assign more than one worker per job, including apprentices/helpers. The Airport reserves the right to question whether additional personnel are warranted on a particular job based upon each job quote/proposal and performance status. Special attention will be given to allow for assistance when needed, or an unexpected parts acquisition is needed during a job to contain costs. However, the Contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel, equipment and supplies to perform the project with minor off-site time and travel.

The Contractor shall only use trained and licensed personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor shall not subcontract or sublet any portion of the work.

The Airport reserves the right to inspect any and all work performed and in progress under these contracts. Any omission or failure on the part of the Airport's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the Contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace it without extra charge. All material and equipment provided under the awarded contract shall be listed and labeled for the purpose intended. All work provided under the awarded contract shall have, as a minimum, a one (1) year warranty from the date of final acceptance thereof against any latent defects, design, materials, workmanship and installation.

The Contractor warrants that, unless otherwise specified, all materials and equipment, incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be deemed unacceptable and will not be paid.

3. GENERAL

The Contractor will be required to obtain at least two (2) Airport ID Badge as most of the work zone is within the Airport's perimeter security fence and requires a badged individual at all times. The badging process must commence upon notification of contract award. Badge applicants must complete application form and submit two valid forms of acceptable ID. Fingerprints and background checks are required. If applicant is cleared, applicant must attend a Security Class as well as Airfield Driver Training class. Cost is \$325.00 per badge. \$300.00 of which is refundable upon return of badge at end of contract.

The Contractor must check in and out with the Airport's Maintenance Superintendent, or his designee, for work to be performed to determine the exact scope of the task required and open a request which specifies the work and labor force required.

If the work is of a nature to require a permit, then the permit number shall be included on the request. After the work is completed, the Contractor shall list the hours worked on site, the worker's name, trade skill level and materials used. If a permit is required, the request must have the inspector's signature. The invoice must show the labor hours and costs, the contractor cost and mark-up of all materials used, and any other miscellaneous charges.

- The contractor is to include all costs for transportation to and from the island and any other incidental expenses associated with the performance of this contract under the stipulations set forth herein.
- Contractor is responsible for verification of all equipment types and quantities.
- Neither the Contractor nor the Contractor's employees are to have family, friends or associates unrelated to this contract with them for extended periods of time while working in any of the facilities.

4. INFRASTRUCTURE/EQUIPMENT

Testing, troubleshooting and repair of the following electrical systems:

- Runway and Taxiway Lighting Series Circuits
- Crouse Hinds Airport Lighting Products, Land and Hold Short Light Power & Control Unit FAA-L-884
- Pilot Control Receiver/Controller FAA-L-854
- MEGGA OHMING All Runway and Taxiway Circuits (9) Twice Annually – Provide written documentation of Readings
- All Components of the Airfield Lighting Constant Current Regulators Hughey & Phillips Type FAA-L-828:
 - [2] 30 KW
 - [1] 20 KW
 - [2] 10 KW
 - [3] 7.5 KW
 - [1] 4 KW

Per Addendum #1 – Participate in computer system training that will occur with the Vault Modification Project scheduled to occur late fall 2016 / winter 2017.

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):**
John Grangrade, Maintenance Superintendent
6. **Term of Agreement (§3.1):** Three-Years
7. **Completion Date (§3.2):** April 14, 2018
8. **Additional Insurance Coverage (§6.2(e)):**

CONTRACT EXHIBIT B

PAYMENTS

1. Lump Sum Method

- a. **Maximum Project Amount:** Not to exceed \$123,562.50 over three years billed at the following hourly rates:

Year One (April 15, 2016 – April 14, 2017)

1. **Monday – Friday, 7:30 am – 4:00 pm**

Master License \$ 156.25 / per hour x 200 hours = (A) \$ 31,250.00

Journeyman (stated rate) \$ 144.95 / per hour

Apprentice (stated rate) \$ 102.65 / per hour

2. **Monday – Friday, 4:01 pm – 7:29 am**

Master License \$ 156.25 / per hour x 25 hours = (B) \$ 3,906.25

Journeyman (stated rate) \$ 144.95 / per hour

Apprentice (stated rate) \$ 102.95 / per hour

3. **Saturday, Sunday & Legal Holidays**

Master License \$ 191.25 / per hour x 25 hours = (C) \$ 4,781.25

Journeyman (stated rate) \$ 179.95 / per hour

Apprentice (stated rate) \$ 132.65 / per hour

YEAR ONE TOTAL \$39,937.50

Year Two (April 15, 2017 – April 14, 2018)

1. Monday – Friday. 7:30 am – 4:00 pm

Master License \$ 161.25 / per hour x 200 hours = (A) \$ 32,250.00

Journeyman (stated rate) \$ 149.95 / per hour

Apprentice (stated rate) \$ 107.95 / per hour

2. Monday – Friday, 4:01 pm – 7:29 am

Master License \$ 161.25 / per hour x 25 hours = (B) \$ 4,031.25

Journeyman (stated rate) \$ 149.95 / per hour

Apprentice (stated rate) \$ 107.95 / per hour

3. Saturday, Sunday & Legal Holidays

Master License \$ 196.25 / per hour x 25 hours = (C) \$ 4,906.25

Journeyman (stated rate) \$ 184.95 / per hour

Apprentice (stated rate) \$ 137.65 / per hour

YEAR TWO TOTAL \$41,187.50

Year Three (April 15, 2018 – April 14, 2019)

1. Monday – Friday. 7:30 am – 4:00 pm

Master License \$ 166.25 / per hour x 200 hours = (A) \$ 33,250.00

Journeyman (stated rate) \$ 154.95 / per hour

Apprentice (stated rate) \$ 112.95 / per hour

2. Monday – Friday, 4:01 pm – 7:29 am

Master License \$ 166.25 / per hour x 25 hours = (B) \$ 4,156.25

Journeyman (stated rate) \$ 154.95 / per hour

Apprentice (stated rate) \$ 112.95 / per hour

3. Saturday, Sunday & Legal Holidays

Master License \$ 201.25 / per hour x 25 hours = (C) \$ 6,031.25

Journeyman (stated rate) \$ 189.95 / per hour

Apprentice (stated rate) \$ 142.65 / per hour

YEAR THREE TOTAL \$42,437.50

All Materials shall be invoiced at contractor's cost plus 25%.

PREVAILING WAGE APPLIES (Annual Updates Required)

b. **Payment Increments:** CONTRACTOR shall submit invoice each month work is performed accompanied by Certified Payroll Reports.

c. **Reimbursable Expenses (if any):**

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of person signing bid or proposal

April 5, 2016

Date

Kevin O'Neil
Please Print Name

Kobo Utility Construction Corp.
Name of Business

This page must be completed and returned with Bid Response.

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.

04-3415115
Federal Employer ID Number

Kobo Utility Construction Corp.
Name of Corporation


President's Signature

April 5, 2016
Date

Kevin O'Neil
Please Print Name

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