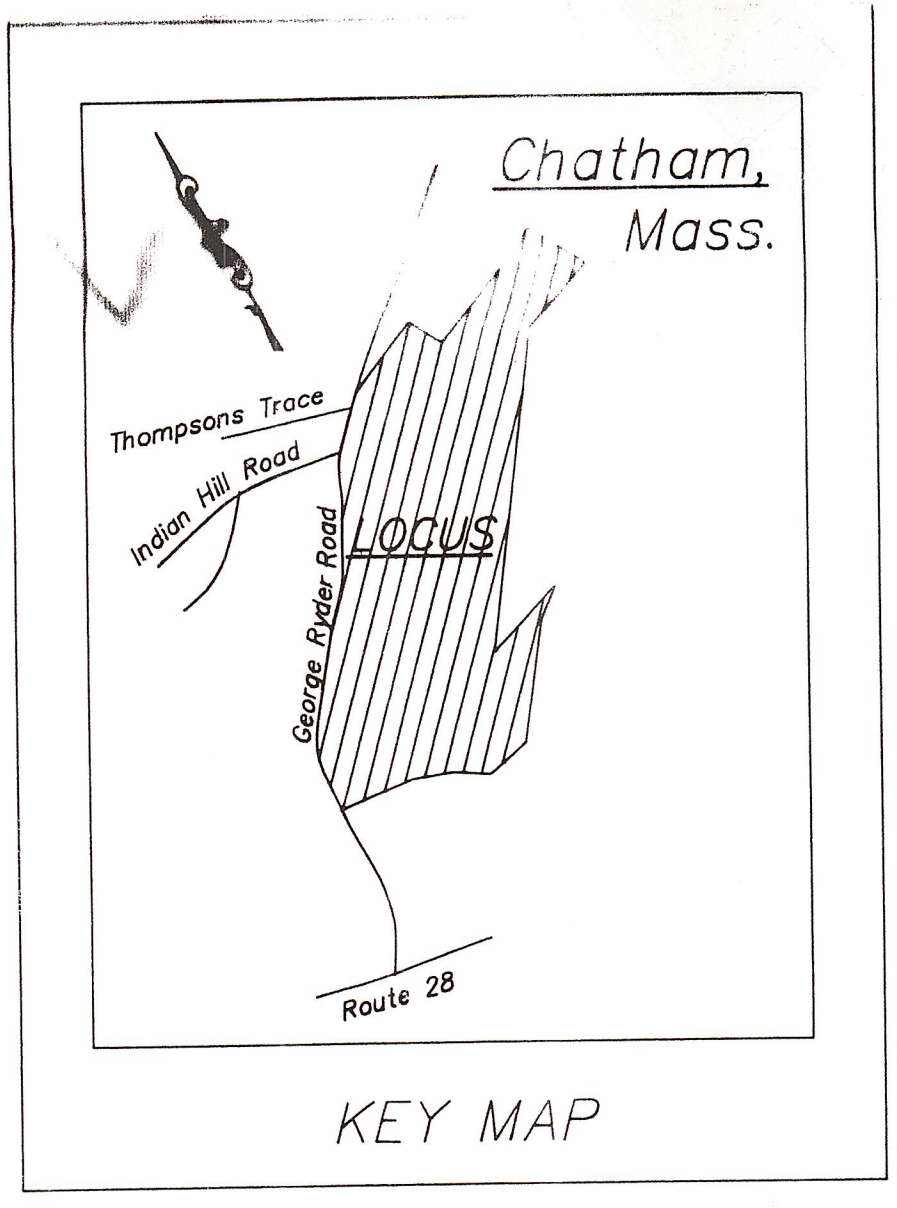


APPENDIX A- EXHBIT 'A' PROPERTY INVENTORY MAP



**LEGEND**

- Record Concrete Monument (Did not recover)
- Line denoting easement
- - - - Line denoting parcel taken for airport

**CHART OF TAKINGS**

Parcel No.	Grantor	Deed Ref.	Date
1	Viola J. Hardy	731/188	10/07/1949
2	Arthur P. Crosby	731/188	10/07/1949
3	George D. Meservey	731/188	10/07/1949
4	Arthur P. Crosby	731/188	10/07/1949
5	Edward J. Ziskind et al.	731/188	10/07/1949
6	Arthur P. Crosby	731/188	10/07/1949
7	Wilfred J. Berube	731/188	10/07/1949
8	James H. Hardy	731/188	10/07/1949

**OWNER OF RECORD:**  
Town of Chatham  
Deed Book 731, Page 188  
Plan Book 89, Page 39

Assessors' Map 9F, Lot 2

Total Area of Locus = 4,380,000 S.F.  
or = 100.6 Ac. (37 Ac. + Ponds)

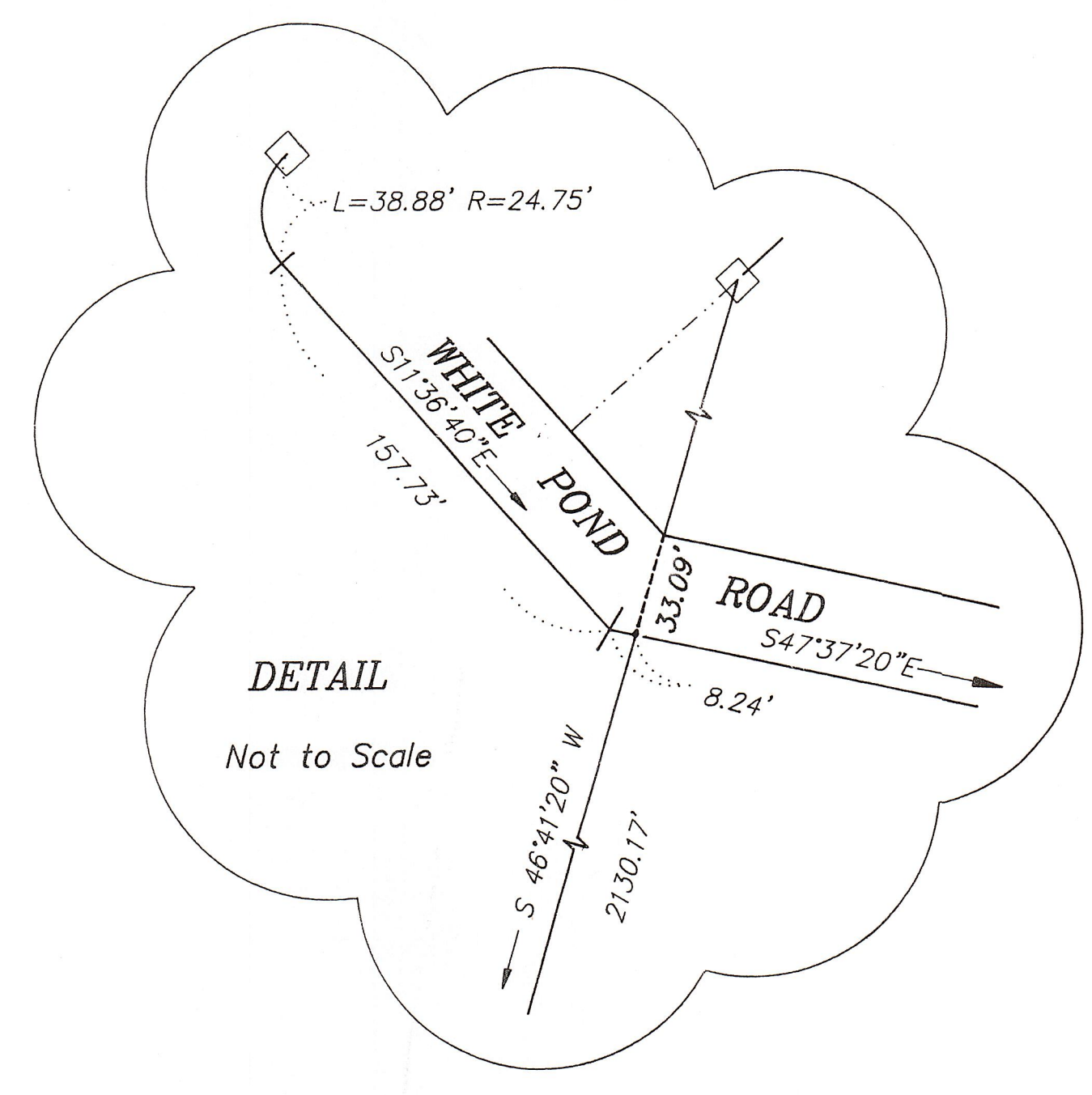
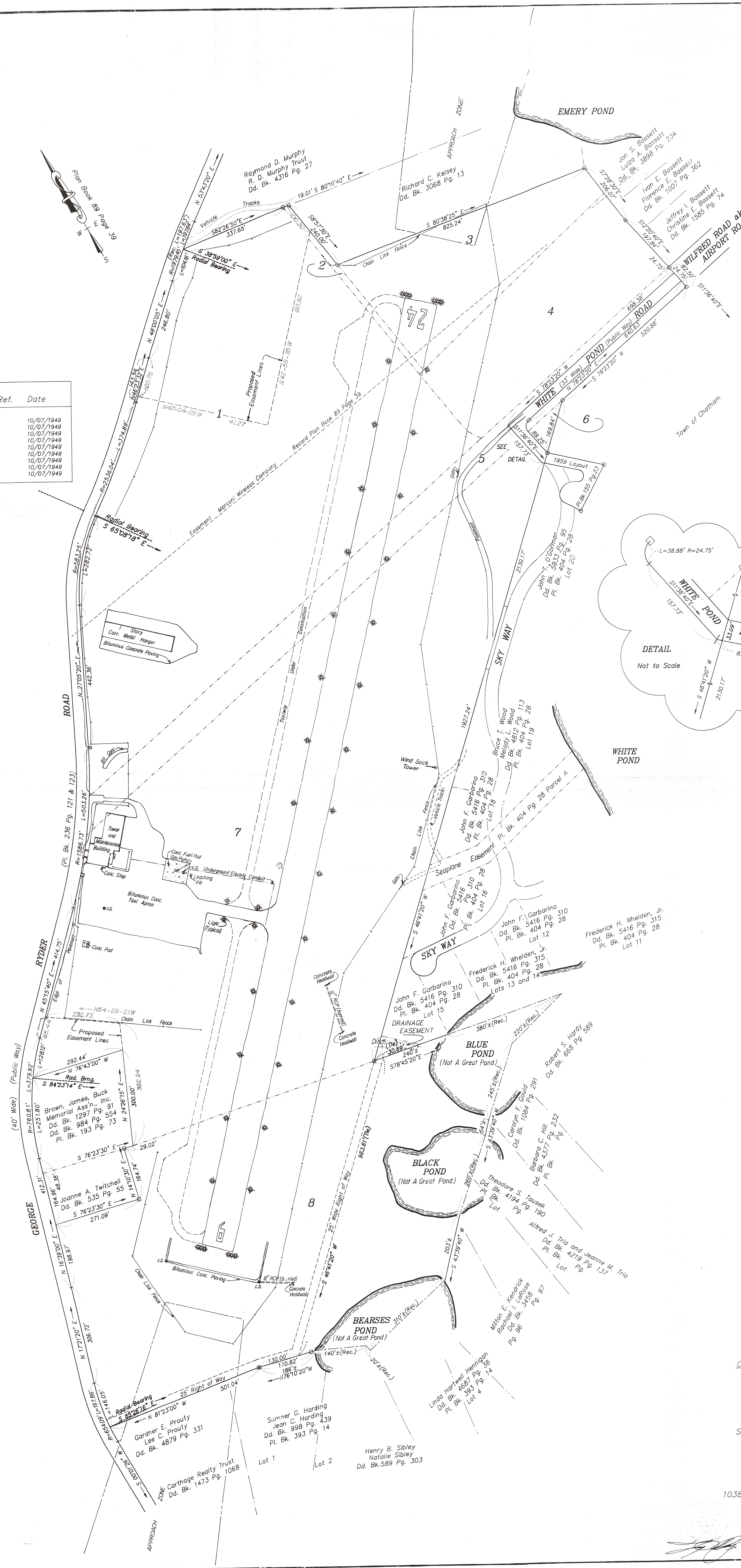


EXHIBIT "A"  
CHATHAM MUNICIPAL AIRPORT  
In  
CHATHAM (WEST), MASSACHUSETTS  
Prepared For  
THE  
TOWN OF CHATHAM  
Scale 1"=100' October 26, 1988  
Prepared By

Eldredge Surveying  
& Engineering  
1038 Main Street, Chatham, MA 02633  
Telephone: (508) 945-3965  
Telefacsim: (508) 945-5885

APPENDIX B- MASSDOT GRANT ASSURANCES





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



**GRANT ASSURANCES**  
**Chatham Municipal Airport**  
**Reconstruct Taxiway A and Other Taxiways**  
**AIP Project No. #3-25-0015-024-2019**  
**State Grant No. #CQXTWACON**

**A. Definitions.**

1. "Aeronautics Division" shall mean the Massachusetts Department of Transportation (MassDOT) Aeronautics Division.
2. "Airport" shall mean the Chatham Municipal Airport and all appurtenant areas and facilities which are used, or intended for use, for airport buildings, airport facilities, or rights-of-way, together with all buildings and facilities located thereon.
3. "Airport Commission" shall mean the Chatham Airport Commission with members appointed by the Board of Selectmen, as appropriate pursuant to Section 51 E of Chapter 90 of the General Laws.
4. "Town" shall mean the Town of Chatham.
5. "FAA" shall mean the Federal Aviation Administration.
6. "Grant" shall mean the Grant Agreements dated 10/18/2019 as amended by these Grant Assurances by and between the Aeronautics Division, the Airport Commission and the Town of Chatham.
7. "Grant Assurances" shall mean the assurances and certifications contained herein and made by the Airport Commission for the purpose of securing the Aeronautics Division's approval and award of the Grant.
8. "Program" shall mean the investigation and analysis, engineering, consulting, planning, design and construction of the subject project.
9. "Project" shall mean Reconstruct Taxiway A and Other Taxiways and related work included as additional efforts in the Program at the sole discretion of the Aeronautics Division.
10. The project will be conducted upon Airport property as well as outside the Airport boundaries with funding from the FAA, the Airport Commission and the Aeronautics Division.

**B. General.**

1. These Grant Assurances shall be complied with in the performance of the obligations imposed upon the Airport Commission, the Town and its respective successors pursuant to the Grant.

Logan Office Center, One Harborside Drive, Suite 205N  
East Boston, MA 02128  
Tel: 617-412-3680, TDD: 617-973-7306  
[www.mass.gov/massdot](http://www.mass.gov/massdot)

## Grant Assurances – AIP Project No. #3-25-0015-024-2019

2. Upon acceptance of the Grant by the Airport Commission and the execution of the Grant by the Airport Commission, the Town and the Aeronautics Division, these Grant Assurances shall be incorporated in and become a part of the Grant without further reference.

### C. Duration.

1. The terms and conditions of these Grant Assurances shall take full force and effect on the date the Grant is executed by the Aeronautics Division and shall remain in full force and effect for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission or from the Aeronautics Division, whichever occurs later.

### D. Certifications by the Airport Commission.

1. The Airport Commission hereby assures and certifies that it will comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
2. The Airport Commission hereby assures and certifies that:
  - a. oversight of the Airport is exclusively held by the Airport Commission and that the Airport Commission has sole custody and control of the Airport pursuant to Chapter 90, Section 51 E of the General Laws;
  - b. the state funds from previous grants from the Aeronautics Division, and the physical assets they produced, were sought by the Airport Commission on the basis that they would ensure the continued fiscal and operational stability of the Airport;
  - c. the state funds from this Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
  - d. the Airport Commission has the legal authority to apply for, accept, and be bound by this Grant and the understandings and assurances contained therein;
  - e. the Airport Commission has the legal authority to oversee the performance of all of the obligations imposed upon the Airport Commission and the Town by this Grant;
  - f. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project;
  - g. the Airport Commission shall submit within thirty (30) days of the date the Aeronautics Division executes this Grant a finance plan with details as to the total cost to design and construct the subject project and the sources and amounts of funds the Airport Commission has available to it to pay those costs;

## Grant Assurances – AIP Project No. #3-25-0015-024-2019

- h. the Airport Commission shall not take any action which would deprive the Airport Commission of, or otherwise diminish, any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary to exercise the custody, care and management of the Airport or to perform the terms, conditions, and assurances in this Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division. The Airport Commission will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
- i. the Airport Commission shall not sell, encumber, other than leasing, or otherwise transfer or dispose of the title to or interests in the physical assets and real property located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld;
- j. the Airport Commission shall not eliminate all or any portion of the physical assets and real property previously purchased through a MAC grant, located at the Airport without the prior approval of the Aeronautics Division, which shall not be unduly withheld; and
- k. the Airport Commission has authorized the Chairman of the Airport Commission to execute the Grants and the Grant Assurances on behalf of the Airport Commission and has attached hereto a copy of the Airport Commission meeting minutes, certified by the Secretary of the Airport Commission to be a true copy of said minutes, documenting such authorization.

### **E. Certification of the Board of Selectmen of Chatham.**

1. Notwithstanding any powers that may be granted to the Board of Selectmen of Chatham the Town agrees not to attempt to reorganize the Airport Commission, or in any way to interfere with the autonomy and authority of the Airport Commission as created under Chapter 90, Section 51E of the General Laws, without the express approval of the Aeronautics Division.
2. The Town assures and certifies that it will take no actions that would interfere with the Airport Commission's ability to comply with:
  - a. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the acceptance, application, and use of federal and state funds for this Project; and
  - b. all applicable federal, state and local laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the custody, care, management and operation of the Airport.
3. The Town hereby assures, certifies and acknowledges that:
  - a. notwithstanding any powers, authority of responsibility that may be granted to the Town, it agrees not to interfere unlawfully with the powers, authority and responsibilities granted to the Airport Commission by Chapter 90, Section 51 E of

## Grant Assurances – AIP Project No. #3-25-0015-024-2019

the General Laws; provided, however, that this provision shall not preclude the establishment of a management agreement or agreements between the Airport Commission and the Town to contract for services, resources and skills of the Town offices or any department of the Town; provided further that each such agreement shall not take effect until approved by the Aeronautics Division in writing;

- b. the state funds from the Grant, and the physical assets they will produce, are sought by the Airport Commission on the basis that they will ensure the continued fiscal and operational stability of the Airport;
  - c. The Airport Commission has the legal authority to apply for and accept this Grant and the understandings and assurances contained therein;
  - d. The Airport Commission has the legal authority to oversee the performance of all the obligations imposed upon the Airport Commission and the Town by this Grant; and
  - e. the Airport Commission, with the acceptance of this Grant, has sufficient state and local funds to finance and carry out this Project.
4. The Town hereby assures and certifies that:
- a. the Town shall not take or permit any action which would dissolve the Airport Commission or deprive the Airport Commission of any of the rights, privileges, responsibilities or powers of the Airport Commission as are necessary for it to exercise the custody, care and management of the Airport or to perform any or all of the terms, conditions, and assurances in the Grant, previous grants and future grants from the Aeronautics Division without the prior written approval of the Aeronautics Division, and the Town will act promptly to acquire, extinguish or modify any outstanding rights or claims of rights of others which would interfere with such performance by the Airport Commission;
  - b. the Town shall not take any actions which would have the effect of modifying or terminating any of the obligations and responsibilities imposed upon and accepted by the Airport Commission pursuant to this Grant without the prior written approval of the Aeronautics Division; and
  - c. the Town shall not take any action which would have the effect of altering, modifying, expanding, or eliminating all or any portion of the physical assets and real property located at the Airport without the prior written approval of the Aeronautics Division.
5. The Board of Selectmen hereby assures and certifies that it has authorized their Chairman to execute these Grant Assurances on behalf of the Town and has attached hereto a copy of the meeting minutes, certified by the Secretary to be a true copy of said minutes, documenting such authorization.

### **F. Accounting System, Audit and Record Keeping Requirements.**

1. The Airport Commission hereby covenants and agrees to:

## Grant Assurances – AIP Project No. #3-25-0015-024-2019

- a. deposit all funds received for this Project into an Airport Commission segregated account and to disburse said funds solely for the purposes for which they were paid;
- b. keep all Project accounts and records which fully disclose: i) the total cost of the Project. ii) the amount and disposition by the Airport Commission of the proceeds of all grants and other funds received by the Airport Commission for this Project. iii) the amount and nature of the funds supplied by each source for this Project. and, iv) such other financial records as are pertinent to the Project;
- c. keep all Project accounts and records in accordance with an accounting system that will facilitate an effective financial audit of the Project; and
- d. upon request, make available to the Aeronautics Division or its designated representative for the purpose of audit and examination, any books, documents, papers, and records of the Airport Commission or Town that is pertinent to the Project.

### **G. Conformity to Plans, Specifications and Aeronautics Division Approvals.**

1. The Airport Commission shall execute the Project subject to the plans, specifications, budgets and schedules reviewed and approved by the Aeronautics Division and such other guidance as the Aeronautics Division deems appropriate. All modifications to the approved plans, specifications, budgets and schedules shall also be subject to the review and approval of the Aeronautics Division.
2. The Airport Commission shall provide and maintain competent technical and administrative supervision throughout the duration of the Project to ensure the Project is completed in accordance with the terms of the Grant, these Assurances, the approved plans, specifications, budgets and schedules.

### **H. Airport Operation and Maintenance.**

1. The Airport Commission shall operate the Airport for:
  - a. the aeronautical benefit of the public using the Airport;
  - b. the uses intended by the Aeronautics Division in the approval of the Airport Certificate;
  - c. the uses intended by the Aeronautics Division and Federal Aviation Administration in the award of their respective funding grants; and
  - d. such non-aeronautical uses as are explicitly approved in writing by the FAA and the Aeronautics Division.
2. The Airport Commission shall suitably operate and maintain the Airport and all facilities located thereon or connected therewith with due regard to climatic and flood conditions. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned and controlled by the United States, shall

## Grant Assurances – AIP Project No. #3-25-0015-024-2019

be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by federal or state agencies for airport maintenance and operation.

3. Except as provided for in Section I (5) below, the Airport Commission shall not cease to operate, abandon, or dispose of the Airport, or any part thereof, without the prior written consent of the Aeronautics Division.
4. The Airport Commission or the Board of Selectmen of the Town shall not close the Airport or restrict the use of the Airport or any of the facilities located thereon or connected therewith without the prior written permission of the Aeronautics Division.
5. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, may suspend the operation of the Airport for aeronautical use only during temporary periods when a climatic condition or other condition identified as a reason for suspension of airport operations in applicable federal or state aeronautical laws, rules, regulations, advisories, or orders, interferes with the safe operation and maintenance of the Airport. The Airport Commission, the Airport Manager or, in the absence of the Airport Manager, the Assistant Airport Manager, shall comply with all applicable federal or state aeronautical laws, rules, regulations, advisories, or orders governing said suspension of operations.
6. The obligation to operate the Airport as prescribed above shall run for twenty (20) years from the date of the receipt of funds for this Project by the Airport Commission from the Aeronautics Division or the Federal Aviation Administration, whichever occurs later.

### **I. Compatible Land Use.**

1. The Airport Commission and the Town shall take appropriate action to the extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **J. Economic Nondiscrimination.**

1. The Airport Commission and the Board of Selectmen of the Town shall make the Airport available as an airport for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical use.
2. Every agreement, contract, lease or other arrangement under which a right or a privilege is granted to any person, firm, or corporation to conduct or engage in any activity at the Airport, shall require such person, firm, or corporation to conduct or engage in their respective activity(ies) in a fair, reasonable and not unjustly discriminatory manner.
3. Each person, firm, or corporation operating at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other persons, firms, or corporations making the same or similar uses of the Airport and utilizing the same or similar facilities.

## Grant Assurances – AIP Project No. #3-25-0015-024-2019

4. The Airport Commission and Board of Selectmen of the Town shall not exercise or grant any exclusive right or privilege which operates to prevent any person, firm or corporation from providing the same or similar service at the Airport.
5. Subject to the prior written approval of the Aeronautics Division, the Airport Commission may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.
6. The Airport Commission shall establish such fair, equal and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport.

### **K. Airport Revenues.**

1. The Airport Commission shall maintain a fee and rental structure for all Airport property, facilities and services. Said fee and rental structure shall be constructed so as to make the Airport as self-sustaining as possible under the circumstances existing at the Airport. A copy of said fee and rental structure and any future amendments thereto shall be provided to the Aeronautics Division, upon request.
2. All revenues generated at the Airport and payable to the Airport Commission plus any local taxes on aircraft fuel established after December 30, 1987, shall be deposited in an Airport Commission segregated account and expended by the Airport Commission for the capital or operating costs of the Airport.

### **L. Reports and Inspections.**

1. The Airport Commission shall, upon reasonable request:
  - a. submit to the Aeronautics Division such annual or special financial and operations reports to the Aeronautics Division;
  - b. make available to the public at reasonable times and places a report of the airport budget in a format satisfactory to the Aeronautics Division;
  - c. make all Airport and Airport Commission records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Aeronautics Division; and
  - d. in a format prescribed by the Aeronautics Division, provide to the Aeronautics Division and make available to the public, not later than one hundred and twenty (120) days following each of its fiscal years, an annual report listing in detail:
    - i. all amounts paid by the Airport to any other unit of government and the purposes for which each such payment was made; and

- ii. all service and property provided by the Airport to other units of government and the amount of compensation received for providing each such service and property.

**M. Airport Layout Plan.**

1. The Airport Commission shall maintain an up to date Airport Layout Plan (ALP) of the Airport which shall show:
  - a. the boundaries of the Airport and all proposed additions thereto or deletions therefrom, together with the boundaries of all offsite areas owned or controlled by the Airport Commission for Airport purposes and any proposed additions thereto or deletions therefrom;
  - b. the location and nature of all existing and proposed Airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, other buildings and structures, and roads) including all proposed extensions and reductions of existing airport facilities; and
  - c. the location and nature of all existing and proposed non-aviation areas at the Airport and of all existing or proposed improvements located thereon.
2. The ALP, and each amendment, revision or modification thereof, shall be subject to the approval of the Aeronautics Division, which approval shall be evidenced by the signature of a duly authorized representative of the Aeronautics Division on the face of the ALP.
3. The Airport Commission and/or Board of Selectmen shall not make or permit any changes or alterations in the Airport or any of the facilities at the Airport thereby causing non-conformity with the ALP as approved by the Aeronautics Division and which might, in the opinion of the Aeronautics Division, adversely affect the safety, utility or efficiency of the Airport. If a change or alteration of the Airport or the facilities is made which the Aeronautics Division subsequently determines adversely affects the safety, utility or efficiency of the Airport, the Airport Commission and the Board of Selectmen shall, if requested by the Aeronautics Division:
  - a. eliminate such adverse effect in a manner approved by the Aeronautics Division; or,
  - b. bear all costs of relocating such property (or replacement thereof) to the level of safety, utility, efficiency and cost of operation existing prior to the unapproved change in the Airport or its facilities.

**N. Civil Rights.**

1. The Airport Commission, Board of Selectmen and their respective agents, employees and representatives, shall comply with applicable federal, state, and local laws, regulations, rules and orders to assure that no person shall, based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry,

## Grant Assurances – AIP Project No. #3-25-0015-024-2019

national origin, disability, veteran's status (including Vietnam-Era Veterans), be excluded from participating in any activity conducted with or benefiting from funds received from this Grant.

### **O. Disposal of Land and Airport Facilities.**

1. The Airport Commission and Board of Selectmen shall not sell or otherwise transfer or dispose of the title to or interests in the Airport, its facilities, real property or personal property without the prior approval of the Aeronautics Division, which will not be unduly withheld.

### **P. Foreign Market Restrictions.**

1. The Airport Commission and Board of Selectmen shall not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **Q. Future Grants.**

1. This Grant is being awarded in the expectation that the Airport Commission will complete the scope of work associated with this Project.
2. The Airport Commission and Board of Selectmen (collectively referred to here as "the local entities") and the Aeronautics Division jointly and severally acknowledge and agree that this Grant is awarded and accepted on the explicit understanding that this Grant and any future grant or grants, anticipated to fund further development of the Airport will have included in its (their) terms a guarantee by the local entities that no part of the assets or income of the Airport, whether presently existing or to be created pursuant to these grants, will be diverted to non-airport uses without the express prior written approval of the Aeronautics Division, the granting of such approval being universally recognized to be considered as highly unlikely.

### **R. Successors.**

1. This Grant, as amended by these Assurances, shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

**Grant Assurances – AIP Project No. #3-25-0015-024-2019**

**IN WITNESS WHEREOF**, the Airport Commission and the of the Town of Chatham certify that the information contained herein and attached hereto is accurate and complete and that we agree with the assurances herein, as represented by the signatures of the persons below:

<p>Chatham Airport Commission or Airport Manager</p> <p>By: _____</p> <p>Title: Chairman or Airport Manager</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chairman of the Chatham Airport Commission and was authorized to execute these Grant Assurances on behalf of the Chatham Airport Commission by a vote taken on _____, a copy of which is attached and made a part hereof.</p> <p>_____</p> <p>Reporting Secretary</p>
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<p>Chairman, Board of Selectmen, Town of Chatham</p> <p>By: _____</p> <p>Date: _____</p>	<p>I hereby certify that _____ is the Chairman of the Board of Selectmen for the Town of Chatham and has been authorized to execute these Grant Assurances on behalf of the Town of Chatham on this day _____, 20____.</p> <p>_____</p> <p>Town Clerk, Town of Chatham</p>
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APPENDIX C- FY 2018-2020 DBE PROGRAM METHODOLOGY

**ATTACHMENT 5**

Section 26.45: Overall DBE Three-Year Goal Methodology

Name of Recipient: Chatham Airport Commission owner of the Chatham Municipal Airport.

Goal Period: FY-2018-2019-2020 (October 1, 2017 through September 30, 2020)

DOT-assisted contract amount:	FY-2018	\$ 400,000.00
	FY-2019	\$ 2,750,000.00
	<u>FY-2020</u>	<u>\$ 0.00</u>
	<b>Total</b>	<b>\$ 3,150,000.00</b>

Overall Three-Year Goal: 1.7%, to be accomplished through 1.7% RN and 0% RC

Total dollar amount to be expended on DBEs: \$52,559.47

Describe the Number and Type of Contracts that the airport anticipates awarding:

FFY-2018 Projects

Airport Master Plan Update (AMPU), Wildlife Hazard Assessment (WHA), and Aeronautical Study – \$400,000.00

FFY-2019 Projects

Reconstruct, Mark, Sign & Light Parallel Taxiway and Stub Taxiways – \$2,750,000.00

FFY-2020 Projects

Reconstruct Turf Tie-Down Area – Not applicable (Less than \$250K grant funding in FFY)

**Market Area:** The CAC defines its market area as the State of Massachusetts. The contracting community that the CAC works with is relatively small and primarily Massachusetts-based. Although out-of-state firms to bid and subcontract on projects, because of high mobility costs and capacity, many out-of-state firms are less likely to mobilize to Chatham, Massachusetts to work on construction projects.

**Step 1. 26.45(c)** Actual relative availability of DBEs

Pursuant to 49CFR 26.45, the CAC has used the following methodology to determine the baseline figure for its 2018-2020 DBE goal. The CAC has used the most recent (2014) US Census data and the MA Supplier Diversity Office DBE Directory to determine the number of ready, willing, and able DBEs in the Massachusetts market area.



The CAC has carefully reviewed the area of work performed by DBEs in the MA market area to categorize each firm into specific areas of expertise through extensive research and outreach.

For each area of work, the total number of DBEs found in the MA SDO DBE Directory is divided by the total number of all firms found through analysis of the (2014) US Census data for Massachusetts to arrive at the percentage of DBE firms that are ready, willing, and able to perform contract work.

In order to determine the expected DBE participation in dollars, the estimated contracting dollars for each area of work is multiplied by the percentage of firms that are ready, willing, and able to perform contract work. To establish the DBE project goal, the overall projected DBE participation (in dollars) is divided by the estimated total project costs. This is the base goal for each project.

To determine the overall base figure for more than one project, the sum of all the dollars expected to be spent on DBE participation is divided by the estimated total of all project costs. This number is the overall base goal for the Airport. A breakdown of all mathematical calculations is provided in the table at the end of this section.

**Step 2. 26.45(d):** Adjustments to Step 1 base figure.

Insufficient historical DBE data for the CAC resulted in no adjustment to the Step 1 base figure; therefore, the Authority is adopting the Step 1 base figure as its overall goal for this three-year goal period.

**26.51(b) (1-9):** Breakout of Estimated “Race and Gender Neutral” (Race Neutral) and “Race and Gender Conscious” (Race Conscious) Participation.

The CAC will meet the maximum feasible portion of its overall goal by using Race Neutral means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
3. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
4. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;

The CAC will meet the maximum feasible portion of its overall goal by using Race Neutral means of facilitating DBE participation.



The CAC estimates that in meeting its overall goal of 1.7%. It will obtain 1.7% from Race Neutral participation and 0% through Race Conscious measures.

The CAC will adjust the estimated breakout of Race Neutral and Race Conscious DBE participation as needed to reflect actual DBE participation (see Section 26.51(f)) and track and report Race Neutral and Race Conscious participation separately. For reporting purposes, Race Neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

### **PUBLIC PARTICIPATION**

Consultation: Section 26.45(g)(1).

In establishing the overall goal, the CAC provided for consultation and publication. This included consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the CAC's efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the CAC's goal setting process, and it occurred before it was required to submit its goal methodology to the operating administration for review pursuant to paragraph (f) of this section.

Notwithstanding paragraph (f)(4) of this section, the CAC will not implement its proposed goal until it has complied with this requirement.

The CAC submits its overall DBE three-year goal to DOT on August 1 as required by the set schedule.

Before finalizing the overall goal, the CAC consulted with the Greater New England Minority Supplier Development Council, Women's Business Enterprise National Council, Center for Women & Enterprise, and the Chatham Chamber of Commerce without limiting consultation to these persons or groups, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the CAC efforts to establish a level playing field for the participation of DBEs.

The CAC also published a notice in the Cape Cod Chronicle of the proposed overall goal, which informed the public that the proposed goal and its rationale were available for inspection during normal business hours at Town Hall for 30 days following the date of the notice. The CAC and

DOT accepted comments on the goals for 30 days from the date of the notice. No comments were received.

### **CONTRACT GOALS**

The CAC will use contract goals to meet any portion of the overall goal that it does not project being able to meet using Race Neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the CAC's overall goal that is not projected to be met through the use of Race Neutral means.

The CAC will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBEs to perform the particular type of work).

The CAC will express its contract goals as a percentage of the total amount of a DOT-assisted contract.

**2018 Project Name:** Airport Master Plan Update (AMPU), Wildlife Hazard Assessment (WHA), and Aeronautical Study

Contract Amount
\$400,000.00

DBE Participation	
in dollars	in percentage
\$7,503.75	1.9%
\$7,503.75	1.9%

STEP 1: Calculation of Goal  
STEP 2: Goal Adjustment  
PROJECT DBE PARTICIPATION GOAL

**2019 Project Name:** Reconstruct, Mark, Sign & Light Parallel Taxiway and Stub Taxiways

Contract Amount
\$2,750,000.00

DBE Participation	
in dollars	in percentage
\$45,055.73	1.6%
\$45,055.73	1.6%

STEP 2: Goal Adjustment  
PROJECT DBE PARTICIPATION GOAL

**2020 Project Name:** Reconstruct Turf Tie-Down Area

Contract Amount
\$166,667.00

DBE Participation	
in dollars	in percentage
\$0.00	0.0%
\$0.00	0.0%

STEP 2: Goal Adjustment  
PROJECT DBE PARTICIPATION GOAL

Not Applicable Less Than \$250K Eligible Federal Participation

**TOTAL FOR ALL FITCHBURG MUNICIPAL AIRPORT PROJECTS**

Overall Project Costs
\$3,150,000.00

DBE Participation	
in dollars	in percentage
\$52,559.47	1.7%
\$0.00	\$0.00
\$52,559.47	1.7%

STEP 1: Calculation of Goal  
STEP 2: Goal Adjustment

\$52,559.47	1.7%	<b>FINAL OVERALL AIRPORT DBE PARTICIPATION GOAL</b>
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2019 Project Name: Reconstruct, Mark, Sign & Light Parallel Taxiway and Stub Taxiways

Overall Project Cost: \$2,750,000.00  
Federal Share: \$2,475,000.00

STEP 1: Calculation of Goal

Description of Services	NAICS Code	Available Business	Available DBEs**	% of Available DBEs	Project Costs	DBE Participation in Dollars	
<b>Professional/Consultant Contract</b>							
X Engineering and Management Services	541330	1437	24	1.7%	\$150,000.00	\$2,505.22	
X Engineering Construction Phase Services	541330	1437	26	1.8%	\$225,000.00	\$4,070.98	
Acoustical/Noise Engineering	541330	1437	6	0.4%	\$0.00	\$0.00	
Aerial Mapping and Photogrammetry (Survey)	541370	156	5	3.2%	\$0.00	\$0.00	
Architect	541310	700	37	5.3%	\$0.00	\$0.00	
X Geotechnical	541330	1437	18	1.3%	\$30,000.00	\$375.78	
X Electrical Design Consultant	238210	2232	39	1.7%	\$20,000.00	\$349.46	
X Electrical Engineering Subconsultant	541330	1437	20	1.4%	\$5,000.00	\$69.59	
X Engineering / Environmental	541330	1437	30	2.1%	\$10,000.00	\$208.77	
Engineering/Subconsultant Specialty (FAA Flight Check)	541330	1437	0	0.0%	\$0.00	\$0.00	
X Environmental Engineering, Compliance and Permitting Subconsultant	541620	274	22	8.0%	\$15,000.00	\$1,204.38	
X Erosion Control Engineering	541690	431	5	1.2%	\$5,000.00	\$58.00	
X Historical /Archaeological Investigation Subconsultant	541720	97	4	4.1%	\$10,000.00	\$412.37	
Legal Services	541110	4561	2	0.0%	\$0.00	\$0.00	
X Materials Testing (Soils Investigation) Subconsultant	541380	136	5	3.7%	\$40,000.00	\$1,470.59	
Negotiation & Relocation Services (Property Services)	531390	339	0	0.0%	\$0.00	\$0.00	
Real Estate Appraisal / Review Appraisal	531320	186	5	2.7%	\$0.00	\$0.00	
Reprographics Subconsultant	561439	108	0	0.0%	\$0.00	\$0.00	
Structural Engineer	541330	1437	38	2.6%	\$0.00	\$0.00	
Survey (GIS) Subconsultant	541370	156	5	3.2%	\$0.00	\$0.00	
X Survey (Land) Subconsultant	541370	156	13	8.3%	\$20,000.00	\$1,666.67	
FAA Airways Facilities	NA	0	0			\$0.00	
					Subtotal	\$530,000.00	\$12,391.81
					% DBE Participation		2.3%

<b>Independent Fee Estimate Contract</b>							
Engineering/Specialty Subconsultant	541330	1437	4	0.3%	\$5,000.00	\$13.92	
					Subtotal	\$5,000.00	\$13.92
					% DBE Participation		0.3%

<b>Construction and Project Improvement</b>							
X (Electrical Power Distribution) Utility Backcharges	221122	92	0	0.0%	\$10,000.00	\$0.00	
X Airport Runway Lighting Contractors/Electrical Contractors	238210	2232	1	0.04%	\$30,000.00	\$13.44	
Asbestos Removal/Remediation	562910	144	12	8.3%	\$0.00	\$0.00	
X Asphalt Paving	237310	240	5	2.1%	\$600,000.00	\$12,500.00	
X Building Demolition	238910	1083	22	2.0%	\$20,000.00	\$406.28	
X Drainage Subconsultant	237310	240	7	2.9%	\$50,000.00	\$1,458.33	
HazMat Inspection/Remediation	541620	274	21	7.7%	\$0.00	\$0.00	
X Hydroseeding/Seeding	561730	3528	9	0.3%	\$60,000.00	\$153.06	
X Landscaping	561730	3528	31	0.9%	\$60,000.00	\$527.21	
Lead Paint Inspection Services	541620	274	11	4.0%	\$0.00	\$0.00	
Masonry (Block Retaining Wall)	238140	491	9	1.8%	\$0.00	\$0.00	
X Pavement and Pavement Markings (Painting) Subconsultant	237310	240	1	0.4%	\$40,000.00	\$166.67	
Remediation (UST Removal) Subconsultant	562910	144	11	7.6%	\$0.00	\$0.00	
X Sedimentation and Erosion Control (Landscaping)	561730	3528	6	0.2%	\$50,000.00	\$85.03	
X Site Preparation (Land/Tree Clearing)	238910	1083	4	0.4%	\$30,000.00	\$110.80	
Specialty Contractor (Fence and Gate)	238990	765	5	0.7%	\$0.00	\$0.00	
Specialty Contractor (Irrigation)	561730	3528	0	0.0%	\$0.00	\$0.00	
Specialty Contractor (Underground Storage Tank Removal)	238990	765	5	0.7%	\$0.00	\$0.00	
Specialty Contractor (Rare Species habitat Replication)	238990	765	2	0.3%	\$0.00	\$0.00	
X Trucking (hauling of bulk materials, gravel, sand etc.)	541620	274	5	1.8%	\$600,000.00	\$10,948.91	
X Unclassified Excavation	238910	1083	21	1.9%	\$100,000.00	\$1,939.06	
<b>Construction Material Providers:</b>							
X * Asphalt	324121	42	0	0.0%	\$250,000.00	\$0.00	
X * Castings (die)	331511	5	0	0.0%	\$25,000.00	\$0.00	
X * Concrete	327320	36	0	0.0%	\$35,000.00	\$0.00	
X * Electrical supplies	423610	302	24	7.9%	\$54,000.00	\$4,291.39	
X * Geotechnical Fabrics	313230	9	0	0.0%	\$15,000.00	\$0.00	
X * Pipe & Pipe Fitting Suppliers	332996	5	0	0.0%	\$50,000.00	\$0.00	
X * Pre-cast Concrete Pipe Manufacturer	327332	23	0	0.0%	\$20,000.00	\$0.00	
X * Safety Equipment	444190	803	8	1.0%	\$5,000.00	\$49.81	
5% Contingency	NA	NA	NA	0%	\$105,000.00	\$0.00	
					Subtotal	\$2,209,000.00	\$32,650.00
					% DBE Participation		1.5%

<b>Non - Contributive Expenses</b>							
X Sponsor Admin Fee	N/A	N/A	N/A	0%	\$6,000.00	\$0.00	
Acquisition of Parcel	N/A	N/A	N/A	0%	\$0.00	\$0.00	
					Subtotal	\$6,000.00	\$0.00
					% DBE Participation		0.00%

\*based on the 2014 U.S. Government Economic Census for Massachusetts  
\*\*based on the SDO DBE Directory (January 2017) with adjustments for specific discipline

<b>Overall Total</b>	<b>\$2,750,000.00</b>	<b>\$45,055.73</b>
<b>% Overall DBE Participation</b>		<b>1.6%</b>

STEP 2: Goal Adjustment

% Goal Adjustment 0%

<b>FINAL PROJECT DBE PARTICIPATION GOAL</b>	<b>1.6%</b>
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