LIABILITY LIMITS

The Limits of Liability are as follows:

Combined Single Limit	$10,000,000	Each Event/Each Member
Liability Limits are further subject to sub-limits, Member Annual Aggregate Limits and Group Annual Aggregate limits.		

MEMBER CONTRIBUTION:

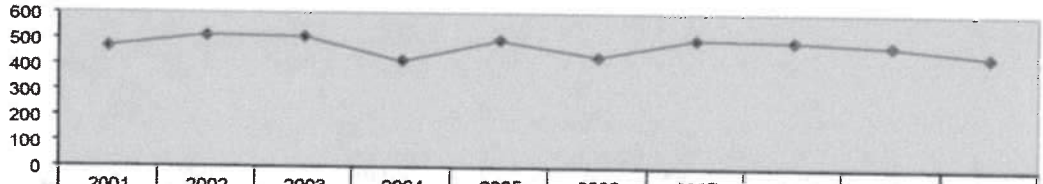
TOTAL COST:	**$158,331.76**
AGENT COMMISSION:	**$11,081.00**
TOTAL PROGRAM COST:	**$169,412.76**

This summary is intended for reference only. For specific terms, conditions, limitations and exclusions, please refer to the POOL Coverage From edition July 1, 2011.

TOTAL POOL EXPERIENCE

Frequency, the claims count for all members per year has averaged 476 for the ten-year period. Claims activity overall appears to be fairly stable.

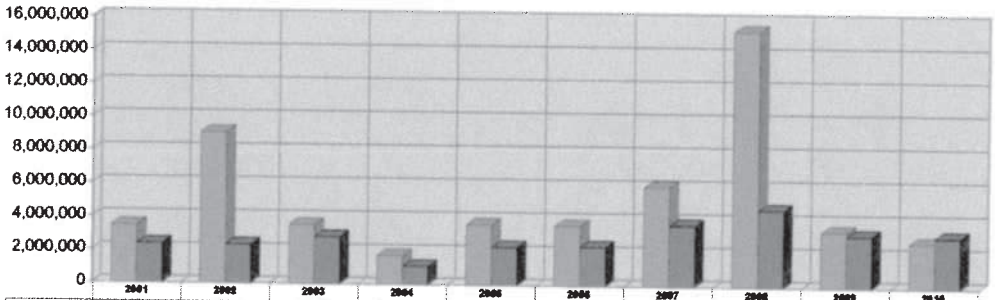
POOL CLAIMS FREQUENCY



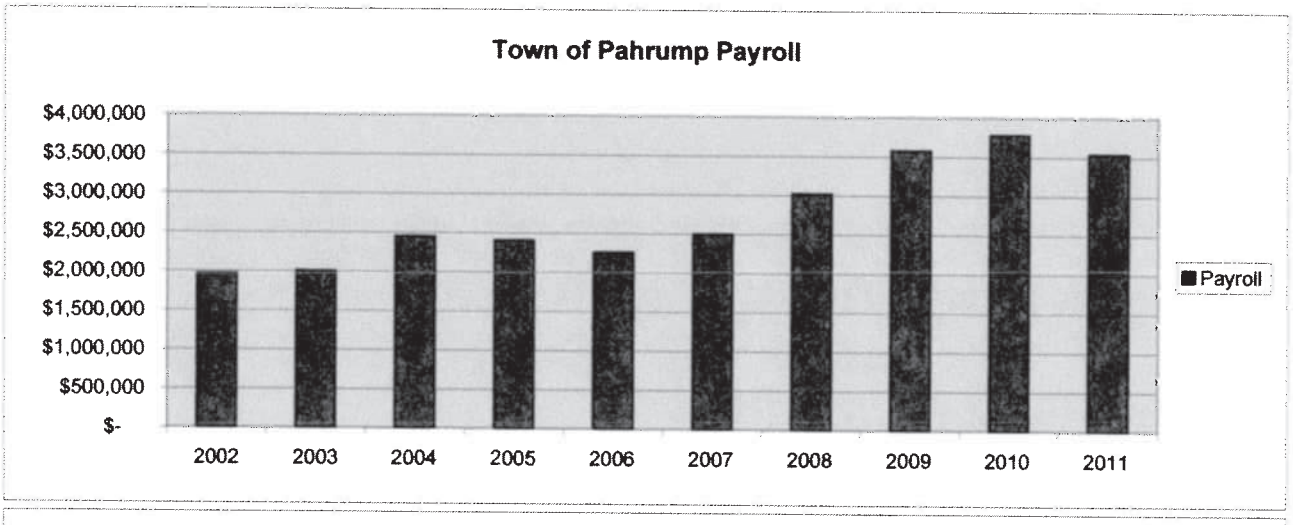
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Total	471	514	510	418	499	433	502	496	480	438

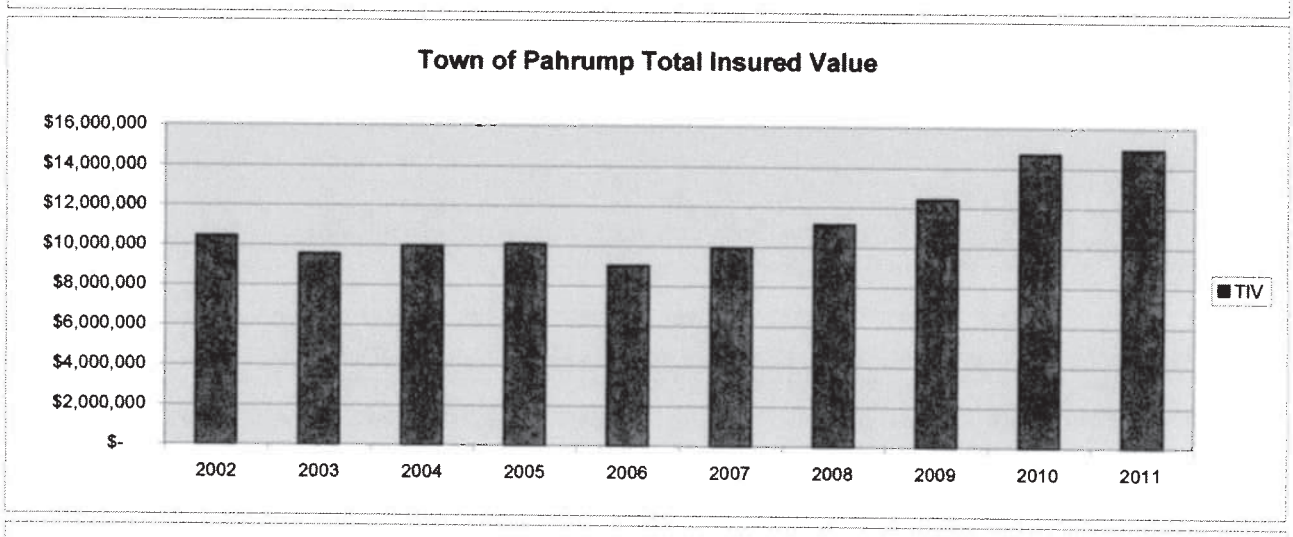
Severity, based on total loss costs incurred without deduction for excess insurance or deductibles, has averaged $5,247,616 with the worst year (2008) at $15,363,692 comprising 29% of total costs for all years. Net of member deductibles and of excess or reinsurance payments, 2008 also was the worst year at 17%. The POOL's retained incurred claims averaged $2,775,237 for the period.

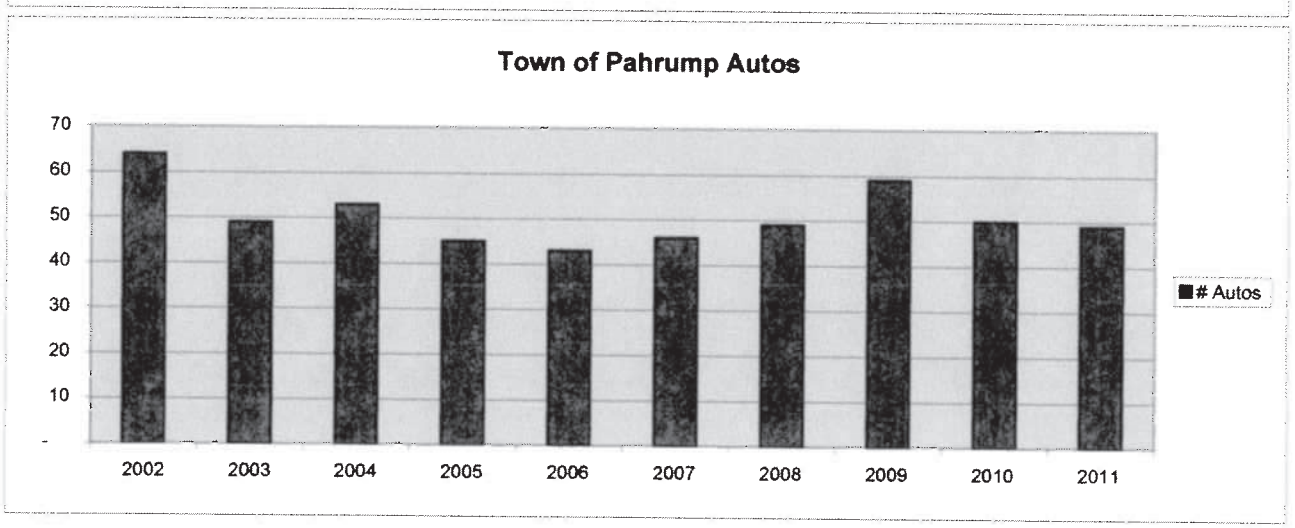
POOL CLAIMS SEVERITY

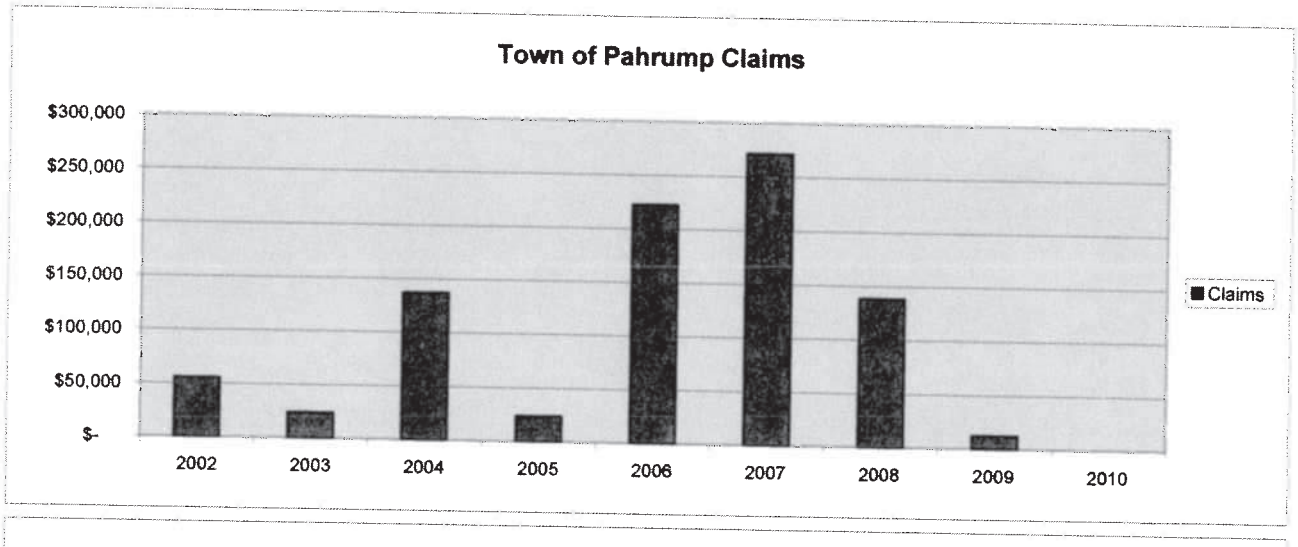


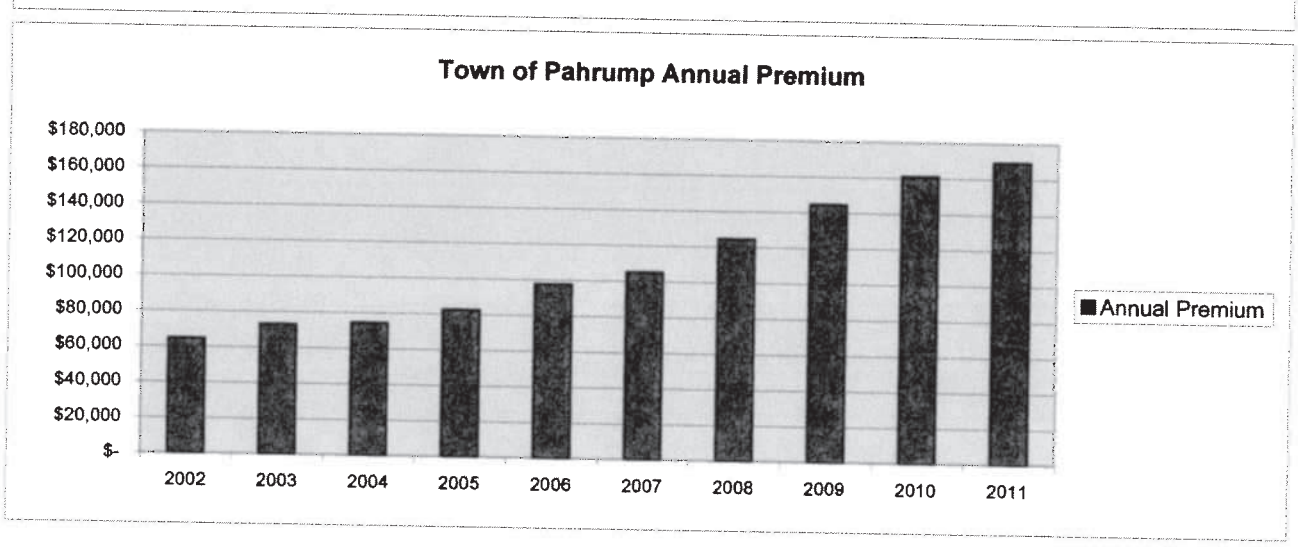
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Gross Claims	[illegible]	[illegible]	[illegible]	1,738,761	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Net Claims	2,374,865	2,332,139	[illegible]	1,896,747	[illegible]	[illegible]	3,572,241	4,844,237	3,116,726	[illegible]


Town of Pahrump Payroll
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$-
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
Payroll


Town of Pahrump Total Insured Value
$16,000,000
$14,000,000
$12,000,000
$10,000,000
$8,000,000
$6,000,000
$4,000,000
$2,000,000
$-
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
TIV


Town of Pahrump Autos
70
60
50
40
30
20
10
-
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
Autos


Town of Pahrump Claims
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$-
2002
2003
2004
2005
2006
2007
2008
2009
2010
Claims


Town of Pahrump Annual Premium
$180,000
$160,000
$140,000
$120,000
$100,000
$80,000
$60,000
$40,000
$20,000
$-
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
Annual Premium

Ingalls & Associates LLC

...the employer's advocate

DATE: JUNE 3, 2011

4004 Ruth Ct.
Reno, NV 89509
Phone: 775-823 - 9422
Fax: 775-823 - 9144

To: **Town of Pahrump**
400 N. Hwy 160
Pahrump, Nevada 89060

Attn: Bill Kohlbarger

Effective Date	Policy Number	Type	Premium
07/01/2011	To Follow	2011 – 2012 NPAIP Property/Liability Program Insurance Costs	$169,412.76
07/01/2011	4790156	2011 – 2012 Pollution Legal Liability Insurance	$ 8,072.00
		Total	$177,484.76

Please remit by 7/1/2011.

Make all checks payable to Ingalls & Associates LLC

Thank you for your business

INVOICE

TO: **C/O Carol Ingalls, Ingalls & Associates, LLC**

Town of Pahrump
400 N. Highway 160
Pahrump NV 89060

INVOICE NUMBER: PLL1112-12
DATE: June 3, 2011

Qty.	Description	Policy Number	Amount
	Premium due for Pollution Legal Liability Policy	4790156	
	7/1/11-7/1/12		
	Swimming Pool		878.00
	Hazardous Cleanup		3,597.00
	Weed Spraying Storage Location		3,597.00
	TOTAL DUE:		**8,072.00**
	Less Payments Received		-
	REMAINING BALANCE DUE:		**8,072.00**

Special Instructions:

PAYMENT DUE IN OUR OFFICE BY: 7/10/11

Mail Payment To:
201 S. Roop Street, Suite 102
Carson City, NV 89701

POOL/PACT: The Resource You Own

For the counties, cities, towns, school districts, hospitals and special districts that hold an ownership stake in the Nevada Public Agency Insurance Pool and Public Agency Compensation Trust (POOL/PACT), it should come as no surprise the POOL/PACT understands the public sector's unique liability risks better than any other company.

We've devoted ourselves to Nevada's public entities alone since our founding in 1987, and have continued to partner with you to find new ways to manage risks, efficiently resolve claims, and meet your risk management needs.

NPAIP PACT

The Power Of The Pool

Members Turn to POOL/PACT

The Nevada Public Agency Insurance Pool and Public Agency Compensation Trust are risk pools founded by Nevada's public entities. As a member of POOL/PACT, you benefit from a wealth of risk management resources. And in tough economic times, members are turning to POOL/PACT more than ever. Our expert risk management staff includes loss control consultants, human resource partners, risk managers and claims adjusters who have been working with Nevada's public entities for over twenty years. We have the depth of experience needed to develop the resources to address risks that present the greatest challenges to public entities.

Last year, POOL/PACT supported several of our members in their risk management efforts. Examples of what members turn to us for include:

- Contractual Review/Risk Consulting
- Human Resource Consulting
- Property Appraisals
- Boiler Inspections
- Swimming Pool Inspections
- Thermographic Imaging
- ADA Compliance Surveys
- Defensive Driving Training
- OSHA Compliance
- Respirator Fit Testing
- Webinars and Training
- Risk Management Grants

Knowing that fewer of our members are available to attend in-person training, we've launched online courses. These courses are available to all employees of POOL/PACT members at no additional cost. Many of these courses include safety related training that is required of your entity by OSHA, representing a true cost savings. Popular topics include:

- Preventing Harassment and Discrimination
- Drugs and Alcohol in the Workplace
- Defensive Driving
- Bloodborne Pathogens
- Public Officials Liability

Another valuable online resource is the Member Resource Library, which includes model personnel, law enforcement and school district operational policies, job descriptions, safety checklists, inspection checklists and popular POOL/PACT periodicals such as our HR Alerts, Risk Management Bulletins and our monthly newsletter, Pooling Perspectives.

Members Rely On POOL/PACT

When claims occur - despite the best risk management efforts - our member owners know they can rely on POOL/PACT for strong defense and effective claims resolution. Our claims staff, together with POOL/PACT'S panel counsel handle difficult, complex claims brought against our members. These include ethics complaints against public officials, employment related claims for harassment, discrimination and retaliation, law enforcement, wrongful acts, and other causes of action brought in both state and federal courts.

Each claim receives the individual attention it deserves. Through early case evaluation and litigation management, POOL/PACT endeavors to help our members avoid the expense, time, emotion and unpredictability of litigation.

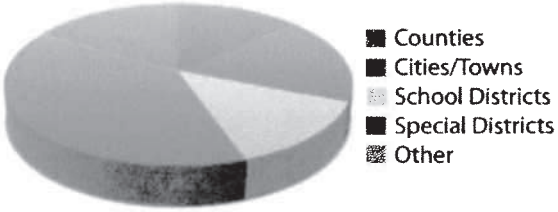
Our panel counsel is comprised of highly experienced Nevada law firms that have the experience necessary to represent public entities. Some of our senior panel counsel attorneys have served in the State Attorney General's Office, County District Attorney Offices and City/Town Attorney Offices. They understand the law in Nevada.

Member Commitment Is Strong

POOL/PACT provides property/casualty coverage and workers compensation to a diverse group of more than 100 public entities here in Nevada.

But the one thing they all have in common is their rural roots. Our member counties, cities, towns, school districts, special districts, and hospitals too, all represent the rural nature of Nevada that makes us unique.

Member Owner Profile



Experience has shown the POOL/PACT really is a solution that our members continue to rely on. Last year, 98% of our member owners renewed their commitment to one another. And 75% of our members have been with POOL/PACT for over ten years. We look forward to a continued partnership as the resource you've grown to know and rely on to meet your risk management needs.

Rate stability is a core part of POOL/PACT's mission, and despite recent market volatility, we've been able to deliver on that promise.

POOL/PACT was founded in 1987 by the public entities of Nevada to provide a stable and consistent alternative to commercial liability insurance. We strive to:

- Fill a void in the traditional insurance marketplace, and offer affordable risk financing to its members.
- Identify legislative and regulatory issues affecting public entities and to provide information to assist members in addressing such issues.
- Act as a clearinghouse for the collection and dissemination of data and resources relating to risk management and to encourage and support new research for our members.
- Provide meaningful and significant education and professional support for the members, governing bodies and staffs of our members.

poolpact.com

POOL/PACT
201 S. Roop Street
Suite 102
Carson City, NV 89701-4779

(775) 885-RISK (7475)
(877) 883-POOL (7665)
fax: (775) 883-7398

William Kohbarger

From: Carol Ingalls [carol@ingallsllc.com]
Sent: Thursday, June 02, 2011 3:36 PM
To: Bill Kohbarger
Subject: 2011 NPAIP Renewal Proposal & Invoice
Attachments: 2011 NPAIP Proposal - Pahrump.pdf; 2011 NPAIP Invoice.pdf

Hi Bill,

Attached is the proposal provided by NPAIP and the invoice for this year. The amount of the increase is 5%. I'm putting together a comparison sheet showing where the exposures have gone up so that you are prepared for any questions that may be asked. This comparison should be done by next Monday (June 6th).

Also, the Pollution Legal Liability premiums have not been received so I'll have to bill them separately.

Should you have any questions, please don't hesitate to call me. It's a pleasure being able to work with you and I hope this year is productive for you.

Regards,

Carol B. Ingalls, M.A., CIC, CPHR
Principal/Owner
Ingalls & Associates, LLC ***...the employer's advocate***
4004 Ruth Ct.
Reno, Nevada 89509
Ph: 775-823-9422
Fax: 775-823-9144
Cell: 775-771-3048
e-mail: carol@ingallsllc.com
Nevada License # 7701

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
5/25/2011

DATE OF DESIRED BOARD MEETING
6/14/2011

CIRCLE ONE: (Action Item) Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Approve Adopting a "Dispute Resolution" Policy.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
See attached copy of the "Dispute Resolution" Policy.

BACKUP ATTACHED: ☒ YES ☐ NO

NAME OF PRESENTER(s) OF ITEM: Mr. Kulkin, Town Board Member

SPONSORED BY:

Mr. Kulkin, Town Board Member
Print Name

Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107
Telephone Number

11

1. DISPUTE RESOLUTION

1.1. Definition of Dispute

Subject to the exclusions listed below, a dispute is any disagreement between the Department Head or Town Manager and an employee pertaining to the application of the Town of Pahrump's personnel policies, or an allegation by an employee that the Department Head or Town Manager has failed to provide a condition of employment established by the Town of Pahrump's compensation plan. The term "dispute," as used herein, shall exclude the following:

1. Disciplinary action.
2. Complaints for which the Town of Pahrump provides an alternate dispute resolution process.
3. Any impasse or dispute in collective bargaining negotiations.
4. Any matter within the scope of representation for employees in a recognized bargaining unit.
5. Any matter which may be or has been grieved under an applicable collective bargaining agreement.
6. Termination of an introductory employee.
7. Termination of an at-will employee.

1.2. No Retaliation

The Department Head or Town Manager shall not restrain, coerce, retaliate, interfere with, or discriminate against any employee based on the employee's use of the dispute resolution process.

1.3. Time Limits

1. The time limits set forth herein are essential to the dispute resolution process and shall be strictly observed. The time limits may be extended by written agreement, signed by the employee and the Department Head or Town Manager.
2. If, at any stage of the dispute resolution process, the employee is dissatisfied with the decision rendered, the employee shall be responsible for submitting the dispute to the next designated level within the delineated time limits. If the employee fails to submit the dispute to the next designated level within the time limits imposed, the dispute resolution process shall be considered terminated, the dispute shall be considered settled on the basis of the last decision, and the dispute shall not qualify for further appeal or reconsideration.
3. If the appropriate Department Head or Town Manager fails to respond within the time limits specified, the employee has the right to proceed to the next step within the prescribed time limits. Any such failure by a Department Head or Town Manager representative shall not constitute an admission of the validity of the dispute.

1.4. Dispute Resolution Process

1.4.1. *Step 1. Discussion with Immediate Supervisor*

1. The employee shall first discuss the dispute informally with the immediate supervisor. The discussion shall be held within ten work days of the action causing the dispute or of the date the action reasonably could have been expected to be known to the employee. In no event shall any dispute be accepted for consideration more than six months from the date of the initial occurrence causing the dispute, regardless of the date the action became known to the employee.
2. The immediate supervisor shall verbally respond to the employee within ten work days of the informal discussion between the employee and supervisor. Additionally, the immediate supervisor must document the verbal response.

1.4.2. *Step 2. Formal Written Notice of Dispute*

1. In the event the employee believes the dispute has not been satisfactorily resolved at **Step 1**, the employee may submit the dispute, in writing, to the Town Manager within five work days after receipt of the immediate supervisor's verbal response. If step 1 involves the Town Manager then the employee may submit the dispute, in writing, to the Town Board through the Town Board Chairman within five work days after receipt of the immediate supervisor's verbal response. The employee shall file one copy with the Town Manager or Town Board Chairman if Step 1 involves the Town Manager. If the written notice of dispute is not presented within the time limits provided herein, it shall be waived. The written notice of dispute shall:
   a. Fully describe the dispute and how the employee was adversely affected.
   b. Set forth the section(s) of the written policy or rule allegedly violated and state the specific nature of the violation.
   c. Indicate the date(s) of the incident(s).
   d. Specify the remedy or solution to the dispute sought by the employee.
   e. Identify the employee and be signed by the employee.
   f. Identify the person, if any, chosen by the employee to be his/her representative.
2. No modifications in the alleged basic violation shall be made subsequent to the filing of a dispute, unless mutually agreed to by both the Department Head or Town Manager and the employee. However, corrections in citations can be

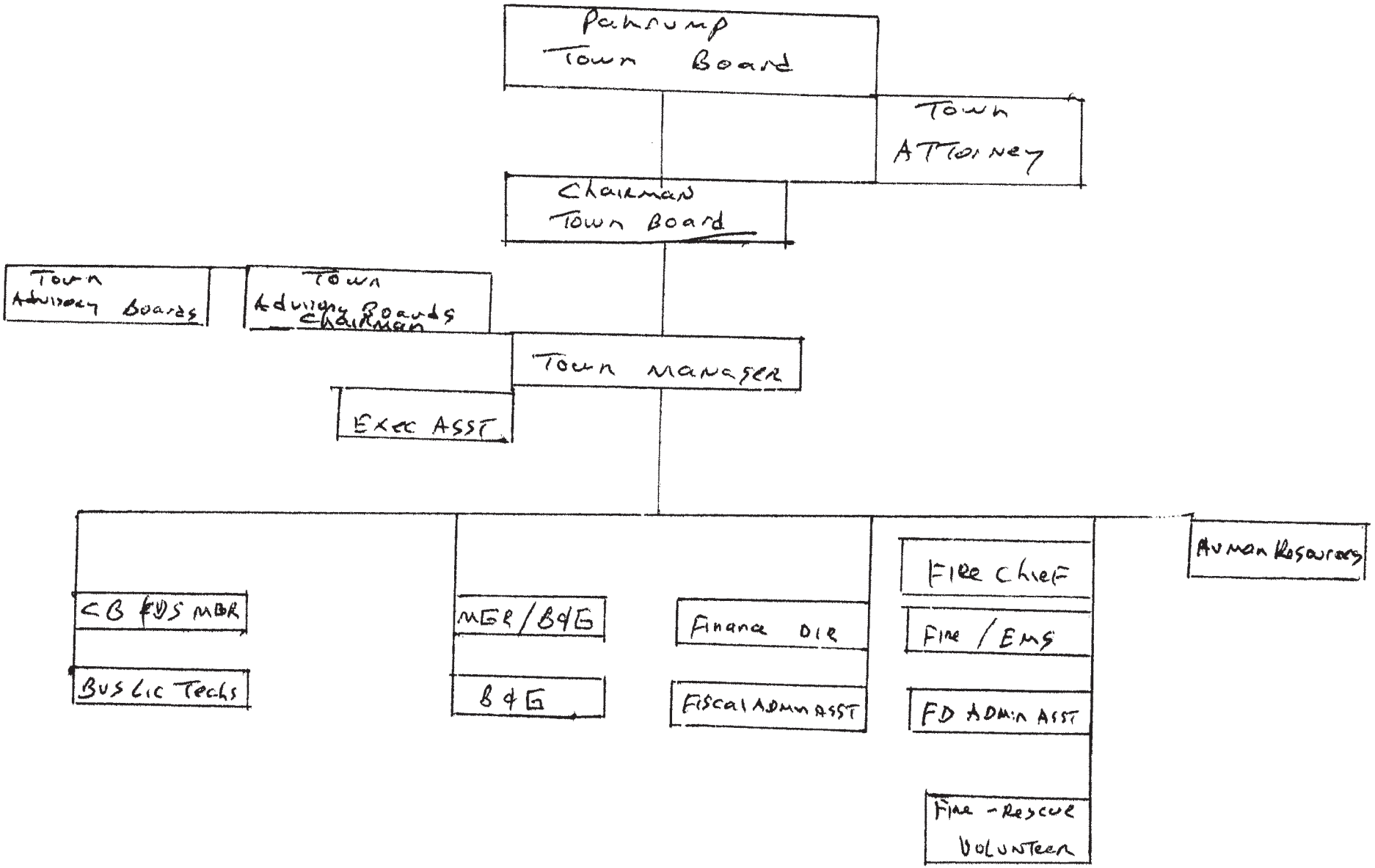
made at any time by the employee or the employee's representative.

3. The Town Manager or Town Board if Step 1 involves the Town Manager, shall meet with the employee to discuss the dispute and shall deliver a written decision to the employee within ten work days of the meeting outlining the reasons behind the decision.

4. Any dispute resolved at this step shall be subject to the review and confirmation of the Town Manager or Town Board if Step 1 involves the Town Manager before the resolution is effective. Such review will occur within 14 work days and the confirmation shall be final and binding.

1.5. **Related Forms: NONE**

Chain OF Command



AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
5/25/2011	6/14/2011

CIRCLE ONE: (Action Item) Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Provide Town Board recommendations to the Nye County Board of County Commissioners (BoCC) to assist the BoCC in re-writing Nye County Code Chapter 8.04, Fireworks at the request of County staff.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
See attached copy of a letter from Mr. Richard L. Osborne, Nye County Manager and Nye County Code Chapter 8.04 Fireworks.

BACKUP ATTACHED: ☒ YES ☐ NO

NAME OF PRESENTER(s) OF ITEM: Mr. Kulkin, Town Board Member

SPONSORED BY:

Mr. Kulkin, Town Board Member	
Print Name	Signature
400 N. Hwy 160	(775) 727-5107
Mailing Address	Telephone Number

12

Office of the County Manager
Administration Department
Tonopah, Nevada

Tonopah Office
Nye County Courthouse
William P. Beko Justice Facility
PO Box 153
Tonopah, NV 89049
Phone (775) 482-8191
Fax (775) 482-8198

May 18, 2011

Subject: Nye County Code Chapter 8.04 Fireworks

To: Nye County Town Boards & Advisory Boards

The Nye County Board of County Commissioners (Board), at its May 16, 2011 meeting, directed staff to work with the towns in Nye County to rewrite the above referenced Ordinance. Attached please find Nye County Code Chapter 8.04, Fireworks. Please review the Chapter and provide recommendations, if applicable. A response is needed by June 1, 2011 in order to incorporate all recommendations to propose at a future meeting of the Board and should you have any questions or need more information please contact me.

Sincerely,

Richard L. Osborne
Nye County Manager

RO/

Encs: As noted

cc: Board of County Commissioners
Tony DeMeo, Nye County Sheriff

Chapter 8.04
FIREWORKS

8.04.010: PURPOSE:

The ordinance codified herein amends this chapter and provides for the regulation of fireworks including regulating the discharge and/or detonation of fireworks outside an incorporated city in Nye County, Nevada, and declares that the regulation of the sale and use of fireworks will protect the public health, safety and welfare of the residents of Nye County, Nevada. (Ord. 363, 2008)

8.04.020: DEFINITIONS:

BOARD: The board of county commissioners of Nye County, Nevada.

CONSUMER FIREWORKS: Explosive devices designed primarily to produce visual or audible effects by combustion, deflagration, or detonation. This term includes devices containing no more than fifty milligrams (50 mg) of explosive composition, which were formerly classified as class C explosives and are now known as 1.4G explosives pursuant to the United States consumer products safety commission and the United States department of transportation.

DISPLAY FIREWORKS: Explosive devices designed primarily to produce visible or audible effects by combustion, deflagration, or detonation. This term includes devices containing more than two (2) grains (130 mg) of explosive composition intended for public display. These devices were formerly classified as class B explosives and are now known as 1.3G explosives by regulation of the United States consumer products safety commission, and the United States department of transportation.

PERMIT: Written permission from the board to sell and/or use fireworks in accordance with the provisions of this chapter.

A. Consumer And Display Fireworks Permit: Written permission to sell, trade, furnish or give away consumer and display fireworks.

B. Display Fireworks Event Permit: Written permission to use display fireworks upon a showing that the fireworks will be used solely for public events and/or public celebrations.

RETAIL SALE: The nonwholesale sale of fireworks to any person not permitted to sell fireworks or the sale of fireworks for any purpose other than for resale.

SHOOTERS SITE: A location or locations designated by an unincorporated town for the purpose of discharge or detonation of consumer fireworks.

WHOLESALE SALE: The sale of consumer or display fireworks for resale to consumers or the sale of consumer or display fireworks to business entities or nonprofit organizations that utilize the fireworks as part of its activities or promotions. (Ord. 363, 2008)

8.04.030: PERMIT REQUIRED:

A. It is unlawful for any person, organization, corporation or entity to sell, trade, furnish, or give away, in any quantity, lot or dimension, any consumer/display fireworks as defined at section 8.04.020 of this chapter without securing a written consumer/display fireworks permit as set forth in section 8.04.040 of this chapter. This prohibition shall cover all applicable retail and wholesale sales.

B. It is unlawful for any person, organization, corporation or entity to discharge or detonate any "display fireworks" as defined at section 8.04.020 of this chapter, without first securing a written display fireworks event permit as set forth in section 8.04.040 of this chapter.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED
5/25/2011

DATE OF DESIRED BOARD MEETING
6/14/2011

CIRCLE ONE: (Action Item) Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Approve Staff expending funds to purchase a new or used vehicle for the Town's Administration not to exceed $30,000.00 coming from Capital Project Fund.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
Mr. Kulkin will be giving a verbal presentation on this item.

BACKUP ATTACHED: ☐ YES ☒ NO

NAME OF PRESENTER(s) OF ITEM: Mr. Kulkin, Town Board Member

SPONSORED BY:

Mr. Kulkin, Town Board Member
Print Name

Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107
Telephone Number

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. ten (10) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED 5/25/2011

DATE OF DESIRED BOARD MEETING 6/14/2011

CIRCLE ONE: (Action Item) Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Approve The U.S. Department of Transportation Federal Aviation Administration (FFA) Master Agreement – Terms and Conditions of Accepting Airport Improvement Program Grants.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
See attached copy of the Master Agreement - Terms and Conditions of Accepting Airport Improvement Program Grants. The FAA advises the all grant recipients need to execute the new Master Agreement for all future grants offers. In other words, in order to obtain Federal financing in the future the recipient must have adopted the FAA Master Agreement.

BACKUP ATTACHED: ☒ YES ☐ NO

NAME OF PRESENTER(s) OF ITEM: William A. Kohbarger, Town Manager

SPONSORED BY:

William A. Kohbarger, Town Manager
Print Name

Signature

400 N. Hwy 160
Mailing Address

(775) 727-5107 ext. 305
Telephone Number

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

Western-Pacific Region
San Francisco Airports District Office

831 Mitten Road, Rm. 210
Burlingame, CA 94010-1303

May 20, 2011

Mr. Bill Kohbarger
Town Manager
Town of Pahrump
400 N. Highway 160
Pahrump, Nevada 89048

Dear Mr. Kohbarger:

The Federal Aviation Administration recently amended the Airport Improvement Program grant assurances to incorporate the interim policy regarding access to airports from residential property (through-the-fence). The interim policy is added to the standard sponsor assurances under section C (Sponsor Certification), 5 (Preserving Rights and Powers), paragraph g. Accordingly, we revised the Master Agreement to reflect the change.

In addition, we deem it prudent at this time to make the following changes:

- Add General Conditions F and G to address timely grant drawdown
- Incorporate special conditions M to AA in the revised Master Agreement (pages 9-15)

Please execute the attached Master Agreement and return it within 30 days. Please note the new Master Agreement is required to be enforced for all future grant offers.

If you have any questions, please feel free to contact me at (650) 876-2778 ext. 627, email:Neil.kumar@faa.gov, or contact Ms. Pet Mandap at (650) 876-2778 ext. 628, email:Pet.mandap@faa.gov.

Sincerely,

Neil Kumar
Airports Program Manager

Enclosure

May 2011

U.S. Department
of Transportation
Federal Aviation
Administration

Terms and Conditions Of Accepting Airport Improvement Program Grants

Sponsor: Town of Pahrump

Airport: Pahrump (New)

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

Definitions:

A. Sponsor - An agency that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required in this document and in the accepted grant agreement.

B. Project – Work as identified in this grant agreement.

C. Primary Airport – A commercial service airport the Secretary determines to have more than 10,000 passengers boarding each year.

D. "this grant" – In this document, the term "this grant" refers to the applicable grant agreement or grant agreements that incorporate(s) these terms and conditions as part of the grant agreement.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.

2. For any and all contracts over $100,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.

3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding $100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.

5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.

6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.

7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.

8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.

9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.

10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.34.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.

2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.

3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.