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Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

August 9, 2019

Bureau of Aeronautics

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the City of Claremont, NH (Vendor 177373), for SBG-02-11-2019, to demolish the terminal building/hangar and construct a new terminal building – Phase II for the Claremont Municipal Airport in Claremont, NH. State and Federal participation in the amount of \$755,717.00 is effective upon Governor and Council approval through June 27, 2023. 95% Federal Funds, 5 % General Funds.

Funding is available as follows:

04-96-96-960030-7537	<u>FY 2020</u>
FAA Projects	
034-500161 New Construction	\$755,717.00

EXPLANATION

Six Federal Aviation Administration (FAA) State Block Grant were awarded to the State of New Hampshire:

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
3-33-SBGP-21-2015	\$ 2,022,238.00
3-33-SBGP-22-2016	\$ 1,157,679.00
3-33-SBGP-23-2016	\$ 1,196,073.00
3-33-SBGP-25-2017	\$ 2,177,659.00
3-33-SBGP-27-2018	\$ 2,166,377.00
3-33-SBGP-30-2019	\$ 2,105,194.00

A total of \$715,942.00 (90% of the project cost) is proposed from the grants listed above for this airport development project (SBG-02-11-2019 copy attached), to demolish the terminal building/hangar (approximately 100' x 60') and construct a new terminal building (approximately 1,920 SF) – Phase II for the Claremont Municipal Airport in Claremont, NH.

The terminal building/hangar to be demolished dates back to 1927. Due to the poor condition of the structure, renovation costs and limited funding, it was determined that the building needed to be removed for safety reasons and a new smaller structure would be constructed in its place. As demand dictates, the replacement of the aircraft hangar would be constructed in the future by a private entity.



The following is the breakdown of the design and bidding costs for this project:

Resident Engineering	\$ 65,132.00
Demolish and Construct (Pine Hill Construction)	<u>\$ 730,360.00</u>
Total Project	\$ 795,492.00

The project was placed out to bid and Pine Hill Construction submitted the low bid of \$730,360.00, bid tabulation attached.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Claremont in accordance with RSA 422:15. The City of Claremont will participate in the amount of \$39,775.00 (5% of this project). State participation in the amount of \$39,775.00 (5% of this project) is also requested. The total cost of the airport development project is \$795,492.00.

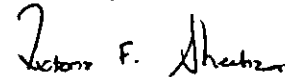
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

In accordance with the FAA Grant Assurances C - Sponsor Certifications, Responsibility and Authority of the Sponsor, the grant funds must be immediately available for the project to execute the grant offer; therefore all funding for this project is encumbered in the first fiscal year.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2015, 220:1, XVI- A1 Capital Budget.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachment
VS/cln

Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,800 square foot Terminal Building

Claremont Municipal Airport

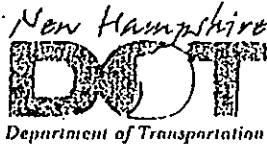
Bid Tab

Item No.	Description	Qty.	UOM	Engineer's OOC		Fine Hill Construction		All Seasons Construction		Wright Construction		Trumbull-Nelson Construction	
				Unit Cost	Est.	Unit Cost	Est.	Unit Cost	Est.	Unit Cost	Est.	Unit Cost	Est.
100-3-1	Existing Building/Hangar Demolition	1	LS	83,100.00	\$83,100.00	\$35,000.00	\$35,000.00	\$39,238.00	\$39,238.00	\$40,896.00	\$40,896.00	\$27,095.00	\$27,095.00
100-3-2	Terminal Building	1	LS	460,800.00	\$460,800.00	\$482,000.00	\$482,000.00	\$849,975.00	\$849,975.00	\$663,354.00	\$663,354.00	\$875,574.00	\$875,574.00
200-3-1	Temporary Terminal Building	1	LS	10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$52,043.00	\$52,043.00	\$36,778.00	\$36,778.00	\$15,780.00	\$15,780.00
C-100-5-1	Mobilization	1	LS	75,000.00	\$75,000.00	\$50,000.00	\$50,000.00	\$8,550.00	\$8,550.00	\$95,351.00	\$95,351.00	\$5,000.00	\$5,000.00
P-101-4-1	Pavement Removal	460	SY	5.00	\$2,300.00	\$10.00	\$4,600.00	\$7.25	\$3,335.00	\$2.00	\$920.00	\$6.00	\$2,760.00
P-101-4-2	Cold Milling	10	SY	20.00	\$200.00	\$100.00	\$1,000.00	\$0.00	\$0.00	\$27.80	\$278.00	\$0.00	\$0.00
P-101-4-3	Saw Cutting	200	LF	5.00	\$1,000.00	\$3.00	\$600.00	\$3.65	\$730.00	\$4.16	\$832.00	\$5.00	\$1,600.00
P-101-4-3	Unclassified Excavation	250	CY	15.00	\$3,750.00	\$20.00	\$5,000.00	\$18.80	\$4,700.00	\$17.56	\$4,390.00	\$15.60	\$3,900.00
P-152-4-1	8' Security Fence	86.0	LF	75.00	\$6,450.00	\$60.00	\$5,160.00	\$122.00	\$10,492.00	\$100.79	\$8,667.94	\$80.00	\$6,880.00
P-162-5-1	Remove Existing Security Fence	20	LF	10.00	\$200.00	\$10.00	\$200.00	\$66.00	\$1,320.00	\$28.00	\$560.00	\$20.00	\$400.00
P-304-5-1	NHDOT 304.3 Crushed Gravel Base Course	70	CY	40.00	\$2,800.00	\$40.00	\$2,800.00	\$42.00	\$2,940.00	\$67.50	\$4,725.00	\$35.00	\$2,450.00
P-304-5-2	NHDOT 304.2 Crushed Gravel Subbase Course	170	CY	40.00	\$2,800.00	\$40.00	\$2,800.00	\$42.00	\$7,140.00	\$58.00	\$9,520.00	\$35.00	\$5,950.00
P-403-5-1	NH HOT Bituminous Pavement 12.5mm	100	TONS	150.00	\$15,000.00	\$150.00	\$15,000.00	\$145.59	\$14,559.00	\$168.50	\$16,850.00	\$145.59	\$14,559.00
T-901-5-1	Seeding	9	UNITS	25.00	\$225.00	\$10.00	\$90.00	\$268.00	\$2,412.00	\$197.00	\$1,773.00	\$222.22	\$1,999.98
T-905-5-1	Topsoiling	9	UNITS	500.00	\$4,500.00	\$40.00	\$360.00	\$1,358.00	\$12,222.00	\$880.00	\$7,920.00	\$1,124.44	\$10,011.92
UT-100-5-1	Water Service, 3/4" copper, Type K	78	LF	100.00	\$7,800.00	\$50.00	\$3,900.00	\$57.00	\$4,446.00	\$52.50	\$2,535.00	\$47.00	\$3,666.00
UT-100-5-1A	Water Service Connection	1	ALLOWANCE	100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
UT-100-5-2	Removal of Existing Water Line	75	LF	5.00	\$375.00	\$50.00	\$3,750.00	\$0.00	\$0.00	\$13.00	\$975.00	\$0.00	\$0.00
UT-100-5-3	Wastewater Disposal System	1	LS	3,000.00	\$3,000.00	\$20,000.00	\$20,000.00	\$20,406.00	\$20,406.00	\$15,689.00	\$15,689.00	\$14,899.00	\$14,899.00
UT-100-5-4	Remove Existing Wastewater Disposal System	1	LS	25,000.00	\$25,000.00	\$4,000.00	\$4,000.00	\$4,981.00	\$4,981.00	\$4,204.00	\$4,204.00	\$4,125.00	\$4,125.00
UT-100-5-5	LP Tank System	1	LS	5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,644.00	\$2,644.00	\$4,136.00	\$4,136.00	\$2,090.00	\$2,090.00
UT-100-5-6	LP Tank System (Dead River Company)	1	ALLOWANCE	3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
UT-100-5-7	Drywell	1	LS	1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$6,508.00	\$6,508.00	\$3,587.00	\$3,587.00	\$5,590.00	\$5,590.00
UT-100-5-8	Site Electrical and Communications - Temporary	1	LS	10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$23,003.00	\$23,003.00	\$25,491.00	\$25,491.00	\$11,075.00	\$11,075.00
UT-100-5-9	Site Electrical and Communications - Permanent	1	LS	30,000.00	\$30,000.00	\$45,000.00	\$45,000.00	\$18,191.00	\$18,191.00	\$7,981.00	\$7,981.00	\$26,265.00	\$26,265.00
UT-100-5-10	Utility Pole	1	ALLOWANCE	15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
			10% contingency		\$76,890.00								
	BASE BID TOTAL				\$845,790.00		\$730,360.00		\$1,107,935.00		\$975,512.94		\$1,060,677.94

Bids Opened on: February 27th, 2019 at 11 AM
Bids Opened by: Doree Russell, City of Claremont

Note: In the Bidder's proposals, mathematical errors were found. The errors have been corrected on this sheet. The highlighted cells indicate the place where the bidder's errors were encountered and have been corrected.

Multiplication Error
Addition Error



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

September 8, 2015

Mr. Bryon H. Rakoff, Deputy Manager
New England Airports Division
Federal Aviation Administration
12 New England Executive Park
Burlington, MA 01803

Dear Mr. Rakoff:

Please find enclosed the executed grant offer for Airport Improvement Program (AIP) Project 3-33-SBGP-021-2015.

The New Hampshire Department of Transportation strongly opposes the removal of the "Statewide ARFF Rehabilitation and Equipment" project. To date, the FAA has not provided specific written guidance (i.e., law or regulation reference) on why the ARFF rehabilitation project cannot utilize AIP funds. In addition, the Department is very concerned that the FAA has decided to withhold \$165,320.00 of State Apportionment funding in FY 2015. The removal of this funding negatively impacts the airports in New Hampshire and is contrary to 49 USC 47114 (d)(2). I respectfully request that a second grant be immediately issued for the remaining State Apportionment, so that New Hampshire's State Block Program will not be delayed further.

The Department has an expectation that the FAA will expeditiously make a final determination with regards to the ARFF rehabilitation and equipment project, providing the appropriate documentation references to minimize the impact on future infrastructure projects.

Sincerely,

Patrick C. Herlihy

Director of Aeronautics, Rail and Transit

Enclosures

cc: Mary T. Walsh, FAA Manager/New England Airports Division
Amy Lind Corbett, FAA New England Regional Administrator
Tricia L. Schoeneck Lambert, NHDOT, Administrator
Chris Scott, U.S. Senator Jeanne Shaheen's Office
Matthew Flanders, U.S. Senator Kelly Ayotte's Office
Jake Berry, U.S. Representative Kuster's Office



U.S. Department
of Transportation
Federal Aviation
Administration

**AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER**

Date of Offer	JUL 27 2015
Block Grant Number	n/a
AIP Grant Number	3-33-SBGP-021-2015
DUNS Number	808591697

TO: State of New Hampshire
(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated May 1, 2015 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application (*excluding* the "Statewide ARFF Upgrades and Equipment" project mentioned in the Block Grant Application);

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application and the Grant Assurances dated April 3, 2014, acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$2,022,238. Of this amount a minimum of \$2,022,238 must be expended for projects at airports as prescribed in the conditions.

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

CONDITIONS

1. **Grant Amendments.** Future grant amendments may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act.
2. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 21, 2015** or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.

8. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
9. **Required Federal Provisions.** The State agrees that all subgrants will include the required federal contract provisions.

10. **Nonprimary Entitlement Funds.**

\$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000
ASH, Boire Field, Nashua, NH, \$150,000
LCI, Laconia Municipal Airport, Gilford, NH, \$150,000
DAW, Skyhaven Airport, Rochester, NH, \$150,000
HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000
CNH, Claremont Municipal Airport, Claremont, NH, \$150,000
CON, Concord Municipal Airport, Concord, NH, \$150,000
BML, Berlin Regional Airport, Milan, NH, \$150,000
SB9, Dean Memorial Airport, North Haverhill, NH, \$150,000

11. **State Apportionment.**

\$ 672,238 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

12. **Trafficking In Persons.**

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) or any entity other than a State, a local government, an Indian tribe, or a foreign public entity are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

13. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

14. Runway Safety Area Determination. The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 “Runway Safety Area Program”.

15. Suspension or Debarment. The State must inform the FAA when the State suspends or debars a contractor, person, or entity.

16. System for Award Management (SAM) Registration And Universal Identifier.

- A. The System for Award Management (SAM) incorporated the Central Contractor Registration (CCR): SAM is the official United States Government system into which an entity must provide

information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- B. Requirement for System for Award Management (SAM): Unless the State is exempted from this requirement under 2 CFR 25.110, the State must maintain their information current in the SAM until the State submits the final financial report required under this grant or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.
- C. Requirement for Data Universal Numbering System (DUNS) Numbers:
 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.

17. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

18. Reporting Subgrants and Executive Compensation.

A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
2. The State must report each subgrant to <http://www.fsrs.gov>.
3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.

B: State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—

- (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The State must report its executive total compensation:
- a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
- a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The subrecipient must report subrecipient executive total compensation:
- a. To the State.

- b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.

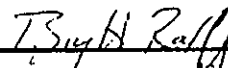
D. Exemptions

If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- 1. Subgrants, and
 - 2. The total compensation of the five most highly compensated executives of any subrecipient.
19. Exhibit "A" Property Map. The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mr. Bryon H. Rakoff

(Typed Name)

Acting Manager, Airports Division

(Title)

*PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 8th day of September, 2015.

State of New Hampshire
 (Name of Sponsor)
[Signature]
 (Signature of Sponsor's Designated Official Representative)
 By: Barrie C. Herlihy
 (Typed Name of Sponsor's Designated Official Representative)
 Title: Director of ADMINISTRATION, Rail and Transit
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY
 I, Matthew T. Brounhead acting as Attorney for the State do hereby certify:
 (Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH this 8 day of September, 2015.
 By: [Signature]
 (Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received: MAY 01 2015			4. Application Identifier:		
5a. Federal Entity Identifier:			* 5b. Federal Award Identifier: AIP #3-33-SBGP-21-2015		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: New Hampshire Department of Transportation					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 02-6000618			*c. Organizational DUNS: 80-859-1697		
d. Address:					
* Street 1: 7 Hazen Drive - Street 2: P.O.Box 483 * City: Concord County: Merrimack * State: NH Province: Country: USA					
*Zip/ Postal Code: 03302					
e. Organizational Unit:					
Department Name: New Hampshire Department of Transportation			Division Name: Bureau of Aeronautics		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Ms. Middle Name:		First Name: Carol			
* Last Name: Niewola Suffix: P.E., C.M.					
Title: Senior Aviation Planner					
Organizational Affiliation: New Hampshire Department of Transportation					
* Telephone Number: (603) 271-1675			Fax Number: (603) 271-1689		
* Email: cniewola@dot.state.nh.us					

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

A. State Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify): None

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

5B9 - Haverhill, NH - Grafton County; ASH - Nashua, NH - Hillsborough County; BML - Milan/Berlin, NH - Coos County; CNH - Claremont, NH - Sullivan County; CON - Concord, NH - Merrimack County; DAW - Rochester, NH - Strafford County; EEN - Swanzey/Keene, NH - Cheshire County; HIE - Whitefield, NH - Coos County; LCI - Gilford/Laconia, NH - Belknap County

* 15. Descriptive Title of Applicant's Project:

FY 2015 Airport Block Grant Program for New Hampshire's Non-Primary Airports.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant:	*b. Program/Project:
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 07/01/2015	*b. End Date: 09/30/2018
18. Estimated Funding (\$):	
*a. Federal	2,329,588.00
*b. Applicant	
*c. State	146,496.55
*d. Local	112,346.56
*e. Other	
*f. Program Income	
*g. TOTAL	2,588,431.11
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input checked="" type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <u>04/29/2015</u> <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input type="checkbox"/> c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	*First Name: Patrick
Middle Name: C.	
*Last Name: Herlihy	
Suffix:	
*Title: NHDOT, Director of Aeronautics,Rail and Transit	
*Telephone Number: (603) 271-2449	Fax Number: (603) 271-1689
* Email: pherlihy@dot.state.nh.us	
*Signature of Authorized Representative:	*Date Signed: 04/30/2015

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

NA

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p>Item 1. Does this assistance request require State, local, regional, or other priority rating?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p>Item 2. Does this assistance request require State, or local advisory, educational or health clearances?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4. Does this assistance request require State, local, regional, or other planning approval?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p>Item 5. Is the proposal project covered by an approved comprehensive plan?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Check one: State <input checked="" type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/></p> <p>Location of Plan: on file at FAA & NHDOT</p>
<p>Item 6. Will the assistance requested serve a Federal installation?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p>Item 7. Will the assistance requested be on Federal land or installation?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project: %</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Number of: Individuals: Families: Businesses: Farms:</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Not applicable

2. **Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

No exceptions

3. **Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

No exceptions

4. **Consistency with Local Plans** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. **Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. **Consultation with Users** – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. **Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable.

8. **Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

Not applicable

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The only exception is a new parcel acquisition in FY2015 at Boire Field (ASH).

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Parcel E-01356 is to be purchased in FY 2015 by Boire Field (ASH) for protection of their approach surfaces.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

Parcel E-01356 is to be purchased in fee simple in FY 2015 by Boire field (ASH) for protection of their approach surfaces.

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number:		20.106	
2. Functional or Other Breakout:		Airport Improvement Project	
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous	2,588,431.11		2,588,431.11
14. Total (Lines 1 through 13)	2,588,431.11		2,588,431.11
15. Estimated Income (If applicable)			
16. Net Project Amount (Line 14 minus 15)	2,588,431.11		2,588,431.11
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	2,588,431.11		2,588,431.11
20. Federal Share requested of Line 19	2,329,588.00		2,329,588.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)	2,329,588.00		2,329,588.00
23. Grantee share	146,496.55		146,496.55
24. Other shares	112,346.56		112,346.56
25. Total Project (Lines 22, 23 & 24)	\$ 2,588,431.11	\$	\$ 2,588,431.11

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ 0.00	\$ 0.00
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		146,496.55
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		146,496.55
28. Other Shares		
a. State		
b. Other		112,346.56
c. Total Other Shares		112,346.56
29. TOTAL		\$ 258,843.11
SECTION E – REMARKS		
<p>The amounts requested in this grant application are for the full (100%) Airport Block Grant Program in New Hampshire for federal FY 2015.</p>		

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : New Hampshire Airport Block Grant Program

AIRPORT : 9 Non-Primary Airports (ASH, BML, CNH, CON, DAW, EEN, HIE, LCI, 5B9) and Statewide System

1. Objective:

The objective of this grant request is to fund needed safety and standards improvement projects at the non-primary airports in New Hampshire along with statewide system improvements.

2. Benefits Anticipated:

The benefits anticipated from the implementation of this grant request are increased safety and preservation of runways, taxiways, aprons, and airspace surrounding the Airport Block Grant Program (Program) airports.

3. Approach: (See approved Scope of Work in Final Application)

Each of the Program airports and the statewide system will be submitting grant applications to the NHDOT/Bureau of Aeronautics based on public bid processes and negotiated agreements (as appropriate). NHDOT/Bureau of Aeronautics will issue sub-grant agreements to the airport sponsors of projects within the Program using the funds allocated as a result of this grant application. NHDOT/Bureau of Aeronautics will manage these sub-grants in accordance with accepted FAA rules, policies, and regulations including regular financial and project status reports to FAA as needed. FAA's standard Airport Sponsor Assurances will be attached to each airport sponsor's sub-grant offer, which will continue to obligate the airport sponsors to the federal requirements.

4. Geographic Location:

The Program airports are located in Nashua (ASH), Milan (BML), Claremont (CNH), Concord (CON), Rochester (DAW), Keene/Swanzey (EEN), Whitefield (HIE), Gilford (LCI), and North Haverhill (5B9). The statewide project this year will be equipment acquisition and upgrades for the ARFF facility located in Concord, NH. Attached is a graphic illustration of the Program airports.

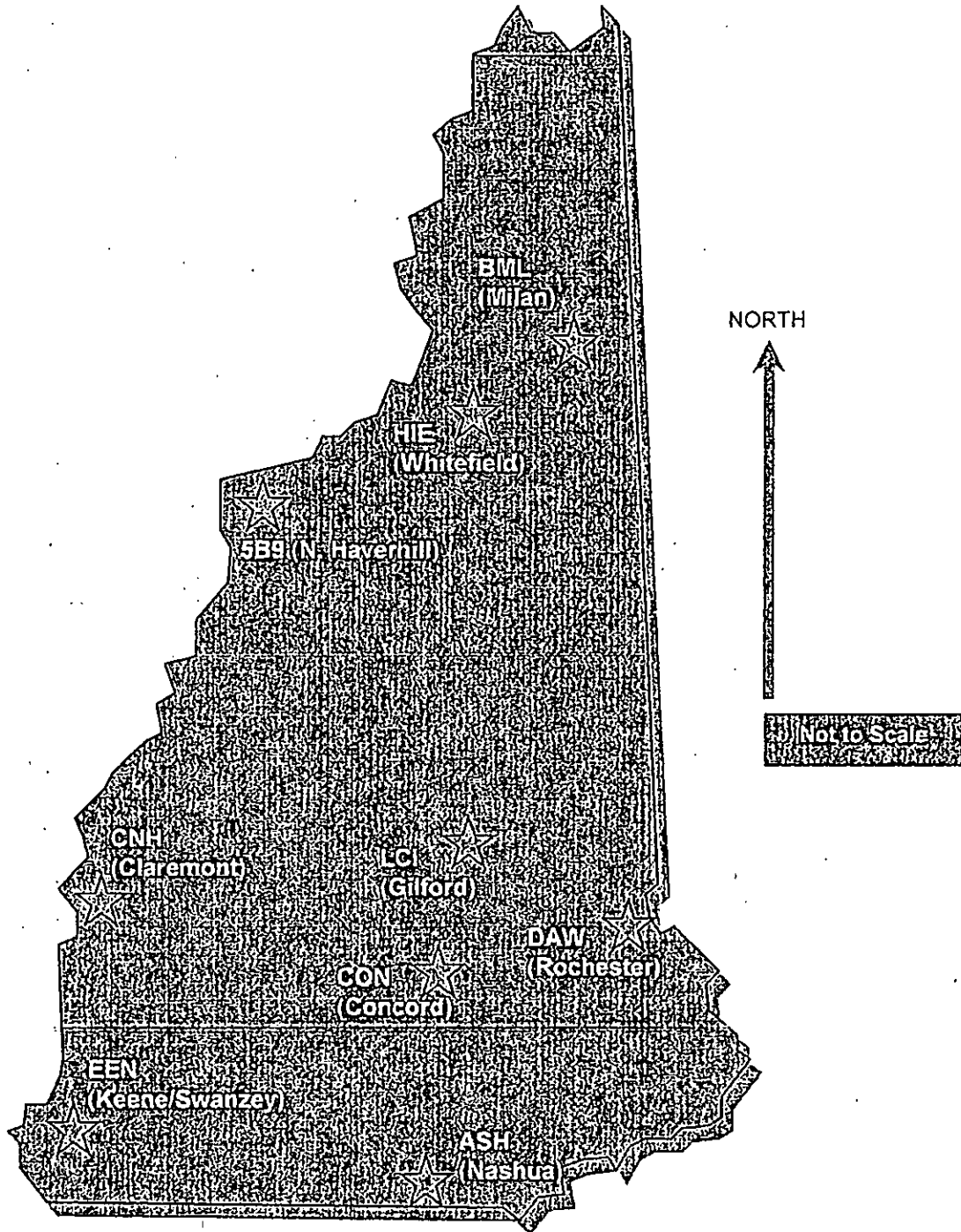
5. If Applicable, Provide Additional Information:

This is the eighth year of the Program in New Hampshire. Attached is a more descriptive narrative of the Program including Intergovernmental Review status, Disadvantage Business Enterprise (DBE) status, Construction Safety and Phasing Plan status, Categorical Exclusion (from NEPA) status, and user coordination efforts. All projects are based on negotiated fees and/or construction bids. NHDOT is requesting the full ABGP FY 2015 program in this grant application.

6. Sponsor's Representative: (include address & telephone number)

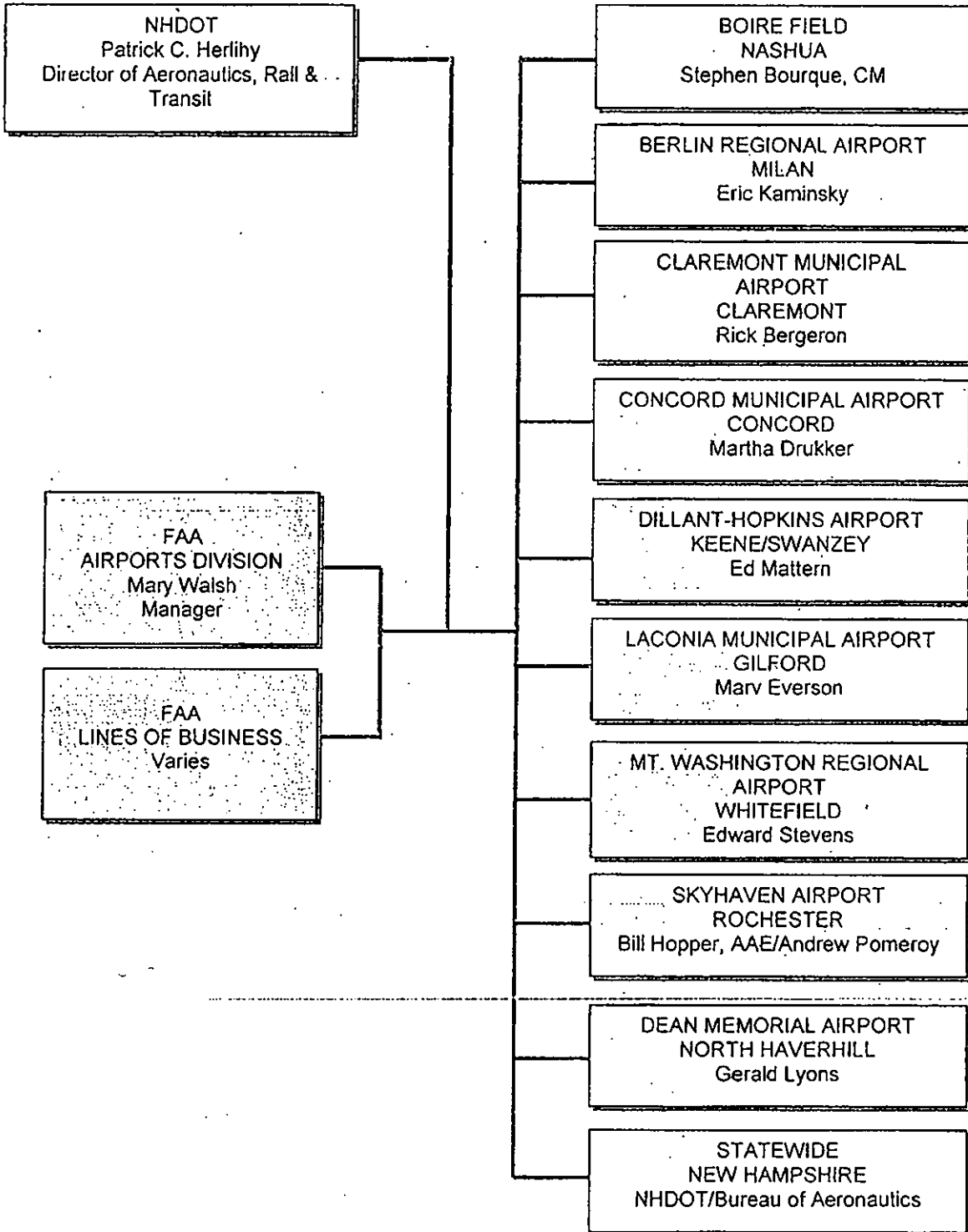
Carol L. Niewola, PE, CM
Senior Aviation Planner
NHDOT/Bureau of Aeronautics
7 Hazen Drive/P.O. Box 483
Concord, NH 03302-0483
P: (603) 271-1675 E: cniewola@dot.state.nh.us

New Hampshire Airport Block Grant Program Program Airports (FY 2015)



Note: Statewide aviation projects are also included in the Airport Block Grant Program.

New Hampshire Airport Block Grant Program Organizational Chart



**New Hampshire Airport Block Grant Program
Program Narrative (continued)
FY 2015
Supplemental Information to FAA Form 5100-100**

Table 1 is the status of the grant components for the projects included in the FY 2015 Airport Block Grant Program. All cells for each project will be completed prior to NHDOT's issuance of a sub-grant agreement to that airport sponsor.

TABLE 1 – PROJECT GRANT APPLICATION COMPONENT STATUS

Project Component	State/Local Governmental Approval (Permit, Subgrant, etc.)	USFWS Coordination	Disadvantaged Business Enterprise Plan Approved	Construction Ready and Ready to Start	Category 1 or 2	Construction Start Date	Grant Coordination
EEN: Prepare Environmental Assessment for Off-Airport Obstruction Removal - Phase II	N/T	N/A	Pending	N/A	√	Aug. 2015-Dec. 2016	√
Statewide: ARFF Upgrades and Equipment	N/T	N/A	Pending	N/A	√	Aug. 2015-Dec. 2015	√
EEN: Purchase SRE (rotary blower)	N/T	N/A	Pending	N/A	√	Aug. 2015-Dec. 2016	√
ASH: Acquire Land in RPZ	√	N/A	√	N/A	√	Aug. 2015-Dec. 2016	√
LCI: Airport Pavement Maintenance, Marking and Signage	N/T	N/A	√	Pending	√	Aug. 2015-Nov. 2016	√
DAW: Rehabilitate Taxiway Pavement and Drainage Systems (BB+AA#1+AA2+AA#3) - Phase I (Design and Bid)	Pending	Pending	√	N/A	√	Aug. 2015-Dec. 2016	√
HIE: Airport Pavement Maintenance and Marking (Design and Bid)	N/T	N/A	N/T	N/A	√	Aug. 2015-Dec. 2016	√
CNH: Construct New Hangar (60x80-ft) - Phase I (Design and Bid)	Pending	N/A	N/T	N/A	Pending	Aug. 2015-Dec. 2016	√

√ = Completed or Approved, as applicable N/A = Not Applicable N/T = Not Triggered

Explanation of "Not Triggered" in Table 1

- Intergovernmental Review coordination (through NH Office of Energy and Planning) is not triggered when the project meets the exemption listed in FAA Order 5100.38C, paragraph 1006.b.(4).
- Section 106 coordination is not triggered when, based on an understanding between the NH SHPO, FAA, and NHDOT, the following projects are proposed: airport master plans, equipment purchases, rehabilitation/reconstruction work that only disturbs previously disturbed areas, pavement marking and remarking, land acquisition that has no construction or demolition, repairing or replacing in kind existing airfield signs and existing airport lighting, repair or renovation in the interior spaces of non-public buildings less than 50 years old, and tree cutting or vegetation removal with no stump removal and no disturbance of soil.
- Coast Zone Management, as managed by the NH Department of Environmental Services, is not triggered if the project is not a construction project or won't have any impacts to coastal waters, adjacent shorelands, islands, transitional and intertidal areas, salt marshes, associated wetlands, and beaches.
- DBE Plan/Goal Approval is not triggered when the airport sponsor will not exceed the \$250,000 federal share threshold identified in 49 CFR Part 24.

Disadvantaged Business Enterprise Statement

The NHDOT/Bureau of Aeronautics has submitted its DBE Plan/Goal for FY 2015-2017 but understands that there is a backlog of pending approvals, including this plan, at FAA/Civil Rights Office. In FY 2015, NHDOT/Bureau of Aeronautics anticipates sponsoring one AIP-funded project.

As a recipient of AIP funds through the ABGP, NHDOT does not contract with any consultants or contractors to carry out sub-recipients' project work and, therefore, NHDOT requires compliance with 49 CFR Part 24 of each of its sub-recipients who do sponsor (and issue contracts) for their project work.

SHPO/THPO Coordination Statement

Section 106 coordination needs for each individual sub-grant within NH's ABGP is individually evaluated and coordination results are shown in Table 1 of this grant application. FAA did not provide any notification of THPO coordination needed for any of NH's ABGP proposed FY 2015 projects, but if coordination is requested in the future, it will be carried out by the NHDOT/Bureau of Aeronautics in concert with the specified airport sponsor(s). A copy of NH's FY 2015 ABGP grant application has been provided to NH Office of Energy and Planning for coordination with any state agency including SHPO (via NH Division of Historical Resources).

US Fish & Wildlife Coordination Statement

The Fish and Wildlife Coordination Act, as amended, requires coordination with USFWS where waters of any stream or other body of water are proposed to be controlled or modified by a project. Individual sub-grants within NH's ABGP have or will coordinate with USFWS if they are designing or constructing a project that is proposed to impact these water bodies. A copy of NH's FY 2015 ABGP grant application has been provided to USFWS for the purposes of coordination with the ABGP.

NH ABGP NEPA Statement

The grant (e.g., "action") for the Airport Block Grant Program is Categorically Excluded from the National Environmental Policy Act (NEPA) review per paragraph 307o in FAA Order 1050.1E. In addition, there are no extraordinary circumstances per FAA Order 1050.1E, paragraph 304. This includes (but is not limited to) the projects listed in FAA Order 5050.4B, Table 6-1.

Project Schedule

Sub-grant project schedules have been included in Table 1 for reference. It is anticipated that all sub-grants issued as a result of this FY 2015 NH ABGP grant application will be completed no later than September 30, 2018 (4-year duration).

Program Narrative (continued)

Table 2 table represents the financial data associated with funding the Program airports' FY 2015 projects including FAA shares of non-primary entitlements and state apportionment for the full (100%) Program.

TABLE 2 REVISED – PROJECT FUNDING BREAKDOWN

Agency	Project Description	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	
EEN	Prepare Environmental Assessment for Off-Airport Obstruction Removal - Phase II	\$	\$ 115,200.00	\$	\$	\$	\$	\$	\$ 115,200.00	\$ 6,400.00	\$ 6,400.00	\$ 128,000.00	
STATE	Statewide ARFF Upgrades and Equipment	\$	\$	\$	\$	\$ 907,850.00	\$	\$	\$ 907,850.00	\$ 34,150.00	\$	\$ 341,300.00	
EEN	Purchase SRE (rotary blower)	\$	\$ 34,800.00	\$	\$	482,700.50	\$	\$	642,030.00	\$ 517,500.30	\$ 28,750.02	\$ 28,750.02	\$ 575,000.33
ASH	Acquire Land in RPZ	\$ 20,482.30	\$ 150,000.00	\$	\$	180,537.70	\$	\$	\$ 360,000.00	\$ 20,000.00	\$ 20,000.00	\$ 400,000.00	
LCI	Airport Pavement Maintenance, Marking and Signage	\$ 4,230.92	\$ 150,000.00	\$	\$	\$	\$	\$	\$ 164,230.92	\$ 8,568.38	\$ 8,568.38	\$ 171,367.69	
DAW	Rehabilitate Taxiway Pavement and Drainage Systems (BB+AA1+AA2+AA #3) - Phase I (Design and Bid)	\$ 110,626.00	\$	\$	\$	\$	\$	\$	\$ 110,626.00	\$ 6,479.22	\$ 6,479.22	\$ 129,584.44	
HIE	Airport Pavement Maintenance and Marking	\$ 53,460.00	\$	\$	\$	\$	\$	\$	\$ 53,460.00	\$ 2,970.00	\$ 2,970.00	\$ 59,400.00	
CNH	Hangar (60x80-ft) - Phase I (Design + Bid)	\$ 76,500.00	\$	\$	\$	\$	\$	\$	\$ 76,500.00	\$ 4,250.00	\$ 4,250.00	\$ 85,000.00	
CON	N/A-(placeholder for NPES tracking)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
BML	N/A-(placeholder for NPES tracking)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
5B9	N/A-(placeholder for NPES tracking)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
TOTALS		\$ 3,271,279.22	\$ 460,000.00	\$ 1,525,225.00	\$ 2,007,449.00	\$ 1,420,000.00	\$ 1,420,000.00	\$ 1,700,867.22	\$ 2,111,667.62	\$ 2,774,417.63	\$ 1,869,652.47	\$	

Note: CON, BML and 5B9 do not have programmed projects for FY 2015.
 Note: No unused or recovered discretionary funds are programmed for FY 2015 projects.

With holding \$165,300. of State app until the ARFF issue is cleaned up.

Program Narrative (continued)

Table 3 illustrates the total amounts needed for this grant application. Tables 3 use two methods to confirm the federal share and total project amount needed for FY 2015: (1) adding the "formula" values to the discretionary funds needed, and (2) summary of funding needs from Table 2 plus the amounts to be carried over into FY 2016 (that the NHDOT will be tracking) minus any funds carried forward from previous years. The difference in how the state and local shares are distributed is a result of the state funding the local share of some projects.

TABLE 3 REVISED – FULL FUNDING AMOUNTS IN FY 2015

	FAA Share	NHDOT Share	Local Share	Total FY 2015 Amount
Method (1) based on formulas plus discretionary needs				
FY 2015 GA NPE Needs	\$1,350,000.00	\$75,000.00	\$75,000.00	\$1,500,000.00
+FY 2015 GA State Apportionment Needs	\$837,558.00	\$63,606.00	\$29,456.00	\$930,620.00
TOTAL BLOCK GRANT IN FY 2015	\$2,187,558.00	\$138,606.00	\$104,456.00	\$2,430,620.00
+FY 2015 GA Discretionary Needs	\$142,030.00	\$7,890.55	\$7,890.56	\$157,811.11
TOTAL GRANT AMOUNTS IN FY 2015	\$2,329,588.00	\$146,496.55	\$112,346.56	\$2,588,431.11
Method (2) based on actual funding needs plus carryovers				
FY 2015 Total Grant Needs (from Table 2)	\$1,700,867.22	\$111,567.62	\$77,417.63	\$1,889,852.47
-GA NPE Carried Forward into FY 2015	\$1,643,105.00	\$91,283.61	\$91,283.61	\$1,825,672.22
-State Apportionment Carried Forward into FY 2015	\$0.00	\$0.00	\$0.00	\$0.00
-Discretionary Carried Forward into FY 2015	\$0.00	\$0.00	\$0.00	\$0.00
+GA NPE Carried Forward into FY 2016	2,271,825.78	\$126,212.54	126,212.54	\$2,524,250.86
+SA Carried Forward into FY 2016	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL GRANT AMOUNTS IN FY 2015	\$2,329,588.00	\$146,496.55	\$112,346.56	\$2,588,431.11

The total amount of FAA's share that is to be funded from the requested FULLY FUNDED FY 2015 AIP NH-ABGP is \$2,329,588.00.

Certification of Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

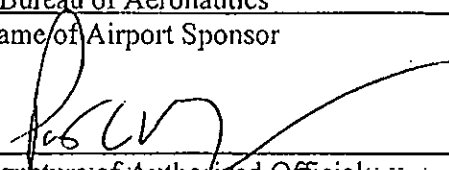
1. No federal appropriated funds have been paid or will be paid, by, or on behalf of, the undersigned, to any person for influencing, or attempting to influence, an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Date: April 30, 2015

NHDOT/Bureau of Aeronautics

Name of Airport Sponsor


Signature of Authorized Official

Director of Division of Aeronautics, Rail & Transit

Title of Authorized Official

EXHIBIT "A" PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT "A" PROPERTY MAP DATED varies (see below), 20 , AND ATTACHED TO THE GRANT AGREEMENT FOR AIP PROJECT NO. varies (see below) REFLECTS THE CURRENT INFORMATION AS OF THIS DATE.

THE ABOVE MENTIONED EXHIBIT "A" IS, THEREFORE, INCORPORATED INTO THIS PROJECT APPLICATION BY REFERENCE AND MADE A PART HEREOF.

DATE: April 30, 2015



 NAME OF SPONSOR

BY Patrick C. Herlihy

 TITLE Director, Aeronautics, Rail & Transit

Airport	Submitted with 2015 Application	Exhibit A Date (actual or referenced)	Project # Referenced
BML	N/A	16-Jul-2010	SBG-01-04-2013
CNH	Certification	11-May-2005	AIP #3-33-0002-16
CON	N/A	26-Jan-2011	SBG-04-08-2013
EEN	Certification	17-Aug-2007	SBG-08-08-2011
LCI	Certification	01-Apr-2008	SBG-09-05-2011
ASH	Plan	03-Apr-2015	SBG-12-15-2015
DAW	Plan	19-Sep-2014	SBG-15-06-20115
HIE	Certification	13-Aug-2008	SBG-17-03-2010
5B9	N/A	19-Jul-2005	AIP #3-33-0018-01

N/A = Not Applicable; Airport not applying for a grant in 2015.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: NHDOT
Airport: ASH, BML, CNH, CON, DAW, EEN, HIE, LCI, 5B9, and Statewide
Project Number: AIP #3-33-SBGP-21-2015
Description of Work: New Hampshire Airport Block Grant Program FY 2015

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been ~~or will be~~ published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

Yes No N/A

2. An ongoing drug-free awareness program has been ~~or will be~~ established to inform employees about:

- a. The dangers of drug abuse in the workplace
- b. The sponsor's policy of maintaining a drug-free workplace
- c. Any available drug counseling, rehabilitation, and employee assistance programs
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

Yes No N/A

3. Each employee to be engaged in the performance of the work has been ~~or will be~~ given a copy of the statement required within item 1 above.

Yes No N/A

4. Employees have been ~~or will be~~ notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- Abide by the terms of the statement
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- Yes No N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
 - Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- Yes No N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- Yes No N/A

Site(s) of performance of work: (see attached)

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

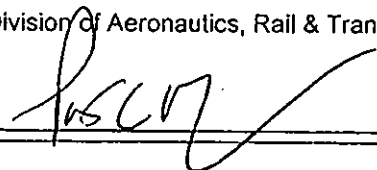
Executed on this 30th day of April 2015.

Name of Sponsor: NHDOT

Name of Sponsor's Designated Official Representative: Patrick C. Herlihy

Title of Sponsor's Designated Official Representative: Director, Division of Aeronautics, Rail & Transit

Signature of Sponsor's Designated Official Representative: _____



ATTACHMENT TO
APPENDIX 25. STANDARD SPONSOR CERTIFICATION FORMS
DRUG FREE WORKPLACE

Part II. SITES FOR PERFORMANCE OF WORK

Laconia Municipal Airport
65 Aviation Drive
Gilford
Belknap County
New Hampshire
03249

Dillant-Hopkins Airport
80 Airport Road
Keene
Cheshire County
New Hampshire
03431-4455

Boire Field
93 Perimeter Road
Nashua
Hillsborough County
New Hampshire
03063

Berlin Regional Airport
800 Eastside River Road
Milan
Coos County
New Hampshire
03588

Claremont Municipal Airport
448 Sullivan Street
Claremont
Sullivan County
New Hampshire
03743

NH Department of Transportation
7 Hazen Drive - P.O. Box 483
Concord
Merrimack County
New Hampshire
03302-0483

Ballantine Aviation Consulting Services
66 Montrose Avenue
Portland
Cumberland County
Maine
04103

Stantec Consulting Services, Inc.
482 Payne Road
Scarborough
Cumberland County
Maine
04074

Gale Associates, Inc.
15 Constitution Drive
Bedford
Hillsborough County
New Hampshire
03110

H.E. Bergeron Engineers
2605 White Mountain Hwy
North Conway
Coos County
New Hampshire
03860

Jacobs
Two Executive Park Drive
Bedford
Hillsborough County
New Hampshire
03110

Mt. Washington Regional Airport
5 Airport Road
Whitefield
Coos County
New Hampshire
03598

Dubois and King, Inc.
18 Constitution Drive
Bedford
Hillsborough County
New Hampshire
03110

Skyhaven Airport
238 Rochester Hill Road
Rochester
Strafford County
New Hampshire
03867

Concord Municipal Airport
71 Airport Road
Concord
Merrimack County
New Hampshire
03301

Pease Development Authority
55 International Drive
Portsmouth
Rockingham County
New Hampshire
03801

Dean Memorial Airport
Airport Road
North Haverhill
Grafton County
New Hampshire
03774

Hoyle, Tanner & Associates, Inc.
150 Dow Street
Manchester
Hillsborough County
New Hampshire
03101

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: NHDOT
Airport: ASH, BML, CNH, CON, DAW, EEN, HIE, LCI, 5B9, and Statewide
Project Number: AIP #3-33-SBGP-21-2015
Description of Work: ew Hampshire Airport Block Grant Program FY 2015

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

Yes No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

Yes No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 30th day of April 2015.

Name of Sponsor: NHDOT

Name of Sponsor's Designated Official Representative: Patrick C. Herlihy

Title of Sponsor's Designated Official Representative: Director, Division of Aeronautics, Rail & Transit

Signature of Sponsor's Designated Official Representative: 

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: NHDOT
Airport: ASH, BML, CNH, CON, DAW, EEN, HIE, LCI, 5B9, and Statewide
Project Number: AIP #3-33-SBGP-21-2015
Description of Work: New Hampshire Airport Block Grant Program FY 2015

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were ~~or will be~~ made to ensure fair and open competition from a wide area of interest.
 Yes No N/A

2. Consultants were ~~or will be~~ selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
 Yes No N/A

3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
 Yes No N/A

4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
 Yes No N/A

5. The consultant services contracts clearly ~~or will clearly~~ establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
 Yes No N/A

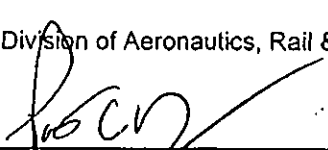
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
 Yes No N/A

7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.
 Yes No N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were ~~not~~ or will not be used.
 Yes No N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was ~~or will be~~ specifically described in the advertisement, and future work will not be initiated beyond five years.
 Yes No N/A

Additional documentation for any above item marked "no":

<p>Sponsor's Certification</p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this 30th day of April 2015.</p> <p>Name of Sponsor: NHDOT</p> <hr/> <p>Name of Sponsor's Designated Official Representative: Patrick C. Herlihy</p> <p>Title of Sponsor's Designated Official Representative: Director, Division of Aeronautics, Rail & Transit</p> <p>Signature of Sponsor's Designated Official Representative: </p>

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: NHDOT

Airport: ASH, BML, CNH, CON, DAW, EEN, HIE, LCI, 5B9, and Statewide

Project Number: AIP #3-33-SBGP-21-2015

Description of Work: New Hampshire Airport Block Grant Program FY 2015

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications ~~were or~~ will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).
 Yes No N/A

2. Specifications for the procurement of equipment are not ~~or will not be~~ proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.
 Yes No N/A

3. The development that is included ~~or will be included~~ in the plans is depicted on the airport layout plan approved by the FAA.
 Yes No N/A

4. Development that is ineligible for AIP funding has been ~~or will be~~ omitted from the plans and specifications.
 Yes No N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 ~~are or~~ will be included in the project specifications.
 Yes No N/A

6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.
 Yes No N/A

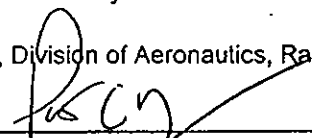
7. The plans and specifications ~~incorporate or~~ will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.
 Yes No N/A

8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 ~~have been or~~ will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.
 Yes No N/A

9. The project was ~~or will be~~ physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
 Yes No N/A

10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.
 Yes No N/A

Attach Additional documentation for any above item marked "no":

<p>Sponsor's Certification</p> <p>I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.</p> <p>I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.</p> <p>Executed on this 30th day of April 2015.</p> <p>Name of Sponsor: NHDOT</p> <p>Name of Sponsor's Designated Official Representative: Patrick C. Herlihy</p> <p>Title of Sponsor's Designated Official Representative: Director, Division of Aeronautics, Rail & Transit</p> <p>Signature of Sponsor's Designated Official Representative: </p>
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Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: NHDOT
Airport: ASH, BML, CNH, CON, DAW, EEN, HIE, LCI, 5B9, and Statewide
Project Number: AIP #3-33-SBGP-21-2015
Description of Work: New Hampshire Airport Block Grant Program FY 2015

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided procurements conform to these federal standards.

This certification applies to all equipment projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A written code or standard of conduct conforming to 2 CFR § 200.319 is ~~or will be~~ in effect governing the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts.
 Yes No N/A

2. For all contracts, qualified and competent personnel ~~are or will be~~ engaged to perform contract administration, engineering supervision, construction inspection, and testing in accordance with grant assurance C.17.
 Yes No N/A

3. Sponsors that have or are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA ~~have included or will include~~ clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises in all contracts and subcontracts
 Yes No N/A

4. Sponsor procurement actions using the competitive sealed bid method ~~was or~~ will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors.
 - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond.
 - Publicly opened at a time and place prescribed in the invitation for bids
 - Prepared such that it allows a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
5. For projects where the Sponsor intends to use the competitive proposal procurement method, Sponsor ~~has or~~ will obtain FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written request to use competitive proposal procurement method
 - Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method.
- Yes No N/A
6. For construction and equipment installation projects, the bid solicitation ~~includes or~~ will include the current federal wage rate determination for the appropriate type of project
- Yes No N/A
7. All construction and equipment installation contracts ~~contain or~~ will contain provisions for:
- Access to Records
 - Buy American Preferences
 - Civil Rights (General Provisions and Title VI Assurances)
 - Federal Fair Labor Standards
 - Occupational Safety and Health Act requirements
 - Seismic Safety (applies only to projects that include buildings)
 - State Energy Conservation Requirements (as applicable)
 - U.S. Trade Restriction
 - Veterans Preference per 49 USC § 47112(c) (applies only to construction and equipment installation projects)
- Yes No N/A
8. All construction and equipment installation contracts exceeding \$2,000 ~~contain or~~ will contain the provisions established by:
- Davis-Bacon and Related Acts
 - Copeland "Anti-Kickback" Act
- Yes No N/A

9. All construction and equipment installation contracts exceeding \$3,000 ~~contain or~~ will contain a contract provision that discourages distracted driving

Yes No N/A

10. All contracts exceeding \$10,000 ~~contain or~~ will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8
- c. All Contracts - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247.
- d. All Contracts - Provisions that address termination for cause and termination for convenience

Yes No N/A

11. All contracts exceeding \$25,000, an appropriate check of the System for Award Management has ~~been or~~ will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or excluded from participating in this federally assisted project

Yes No N/A

12. Contracts exceeding the simplified acquisition threshold (currently \$150,000) ~~include or~~ will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act 40 USC 3701-3708), Sections 103 and 107
- c. All contracts, Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II(J))
- d. All contracts - Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738

Yes No N/A

13. Concurrence ~~was or~~ will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances:

- a. Only one qualified person/firm submits a responsive bid
- b. The contract is to be awarded to other than the lowest responsible bidder
- c. Life cycle costing is a factor in selecting the lowest responsive bidder
- d. Proposed contract prices are more than 10% over the sponsor's cost estimate

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 30th day of April 2015.

Name of Sponsor: NHDOT

Name of Sponsor's Designated Official Representative: Patrick C. Herlihy

Title of Sponsor's Designated Official Representative: Director, Division of Aeronautics, Rail & Transit

Signature of Sponsor's Designated Official Representative: 

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: NHDOT
Airport: ASH, BML, CNH, CON, DAW, EEN, HIE, LCI, 5B9, and Statewide
Project Number: AIP #3-33-SBGP-21-2015
Description of Work: New Hampshire Airport Block Grant Program FY 2015

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has ~~or will have~~ good and sufficient title as well as title evidence on property in the project.
 Yes No N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been ~~or will be~~ extinguished, modified, or subordinated.
 Yes No N/A

3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project.
 - b. The lessor is a public agency.
 - c. ~~The lease contains no provisions that prevent full compliance with the grant agreement.~~
 Yes No N/A

4. Property in the project is ~~or will be~~ in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
 Yes No N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

Yes No N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was ~~or~~ will be obtained for the following:

- a. The right of flight
- b. The right of ingress and egress to remove obstructions
- c. The right to restrict the establishment of future obstructions

Yes No N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include ~~or~~ will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
- b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections

Yes No N/A

8. Each appraisal has been ~~or will be~~ reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

Yes No N/A

9. A written offer to acquire each parcel was ~~or will be~~ presented to the property owner for not less than the approved amount of just compensation.

Yes No N/A

10. Effort was ~~or will be~~ made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement
- b. Supporting documents for settlements included in the project files

Yes No N/A

11. If a negotiated settlement is not reached, the following procedures were ~~or will be~~ used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property.
- b. Supporting documents for awards included in the project files

Yes No N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

Yes No N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 30th day of April 2015

Name of Sponsor: NHDOT

Name of Sponsor's Designated Official Representative: Patrick C. Hertihy

Title of Sponsor's Designated Official Representative: Director, Division of Aeronautics, Rail & Transit

Signature of Sponsor's Designated Official Representative: 

**Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification**

Sponsor: NHDOT
Airport: ASH, BML, CNH, CON, DAW, EEN, HIE, LCI, 5B9, and Statewide
Project Number: AIP #3-33-SBGP-21-2015
Description of Work: New Hampshire Airport Block Grant Program FY 2015

Application

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 - Closeout. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The personnel engaged in project administration, engineering supervision, construction inspection and testing ~~were or~~ will be determined to be qualified as well as competent to perform the work.
 Yes No N/A

2. Daily construction records ~~were or~~ will be kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required Yes No N/A

3. Weekly payroll records and statements of compliance ~~were-or~~ will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor.
 Yes No N/A
4. Complaints regarding the mandated federal provisions set forth in the contract documents ~~have been-or~~ will be submitted to the Federal Aviation Administration (FAA).
 Yes No N/A
5. All tests specified in the plans and specifications ~~were-or~~ will be performed and the test results documented as well as made available to the FAA.
 Yes No N/A
6. For any test results outside of allowable tolerances, appropriate corrective actions ~~were-or~~ will be taken.
 Yes No N/A
7. Payments to the contractor ~~were-or~~ will be made in compliance with contract provisions as follows:
 a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and
 b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.
 Yes No N/A
8. The project ~~was-or~~ will be accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
 Yes No N/A
9. A final project inspection ~~was-or~~ will be conducted with representatives of the sponsor and the contractor, and project files contain documentation of the final inspection.
 Yes No N/A
10. Work in the grant agreement ~~was-or~~ will be physically completed and corrective actions required as a result of the final inspection are completed to the satisfaction of the sponsor.
 Yes No N/A
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan ~~have been-or~~ will be submitted to the FAA.
 Yes No N/A
12. Applicable close out financial reports ~~have been-or~~ will be submitted to the FAA.
 Yes No N/A

13. The construction of all buildings ~~have complied~~ or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 30th day of April 2015.

Name of Sponsor: NHDOT

Name of Sponsor's Designated Official Representative: Patrick C. Herlihy

Title of Sponsor's Designated Official Representative: Director, Division of Aeronautics, Rail & Transit

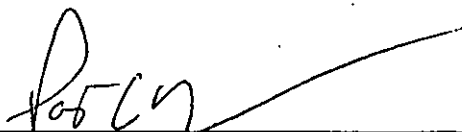
Signature of Sponsor's Designated Official Representative: 

NHDOT Airport Block Grant Program
FY 2015 Grant Application
Grant Assurances

Table 2-4 of FAA Order 5100.38D, *Airport Improvement Program Handbook*, states the following:

For State Block Grant Program sponsors, grant assurances are not included in the state block grant. Instead the State Block Grant sponsor is required to include these assurances in each sub-grant.

NHDOT certifies that the current version of the airport sponsor grant assurances will be included in each sub-grant.



Patrick C. Herlihy, Director
NHDOT/Division of Aeronautics, Rail & Transit

April 30, 2015



U.S. Department
of Transportation
Federal Aviation
Administration

RECEIVED

JUL 20 2016

NH AERONAUTICS

AVIATION BLOCK GRANT PROGRAM

GRANT AGREEMENT

PART I – OFFER

JUL 19 2016

Date of Offer

Block Grant Number

N/A

AIP Grant Number

3-33-SBGP-022-2016

DUNS Number

808591697

TO: State of New Hampshire
(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated April 28, 2016 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$1,157,679.

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

CONDITIONS

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement in all subawards (subgrants) made under this grant that includes a start date and end date.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
 - C. Assurances: Planning Agency Sponsors, and
 - D. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (12/31/2015).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 22, 2016** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.**
 \$663,210 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
 The State understands and agrees that these funds will be used at the locations and in the amounts listed below:
 EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$73,690
 ASH, Boire Field, Nashua, NH, \$73,690
 LCI, Laconia Municipal Airport, Gilford, NH, \$73,690
 DAW, Skyhaven Airport, Rochester, NH, \$73,690
 HIE, Mt. Washington Regional Airport, Whitefield, NH, \$73,690
 CNH, Claremont Municipal Airport, Claremont, NH, \$73,690
 CON, Concord Municipal Airport, Concord, NH, \$73,690
 BML, Berlin Regional Airport, Milan, NH, \$73,690
 SB9, Dean Memorial Airport, North Haverhill, NH, \$73,690
13. **State Apportionment.**
 \$494,469 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.
14. **Trafficking In Persons.**
 A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This

includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
- C. The State must also insert this clause on trafficking in persons in all subgrants, contracts and subcontracts that result from this grant.
15. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
17. **Audits for Public Sponsors.**
- A. Provide for a Single Audit in accordance with 2 CFR Part 200.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
18. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
19. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants, contracts and subcontracts that result from this grant.
20. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. **Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsrs.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
- B. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

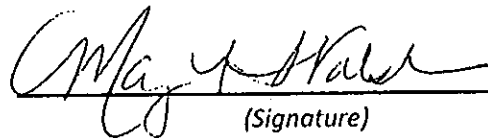
- compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. The subrecipient must report subrecipient executive total compensation:
 - a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
 - D. Exemptions

If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

 1. Subgrants, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
 22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
 23. **Buy American Requirement:**
 - A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
 24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mary T. Walsh

(Typed Name)

Manager, Airports Division

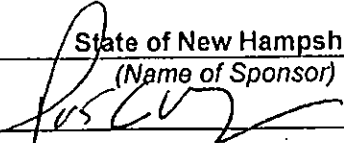
(Title)

PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 25th day of July, 2016.

State of New Hampshire
 (Name of Sponsor)

 (Signature of Sponsor's Designated Official Representative)
 By: Patrick C. Herlihy
 (Typed Name of Sponsor's Designated Official Representative)
 Title: Director of Aeronautics, Rail and Transit
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Matthew T. Broadhead, acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (Location) this 26 day of July, 2016.

By: 
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department
of Transportation
Federal Aviation
Administration

AVIATION BLOCK GRANT PROGRAM

GRANT AGREEMENT

PART I – OFFER

Date of Offer August 30, 2016

Block Grant Number N/A

AIP Grant Number 3-33-SBGP-023-2016

DUNS Number 808591697

TO: State of New Hampshire
(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated August 8, 2016 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$1,196,073.

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

CONDITIONS

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement in all subawards (subgrants) made under this grant that includes a start date and end date.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), or
 - C. Assurances: Planning Agency Sponsors, and
 - D. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (12/31/2015).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before September 16, 2016 or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.**
\$686,790 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant-Hopkins Airport, Keene/Swanzey, NH \$76,310

ASH, Bolre Field, Nashua, NH, \$76,310

LCI, Laconia Municipal Airport, Gilford, NH, \$73,690

DAW, Skyhaven Airport, Rochester, NH, \$76,310

HIE, Mt. Washington Regional Airport, Whitefield, NH, \$76,310

CNH, Claremont Municipal Airport, Claremont, NH, \$76,310

CON, Concord Municipal Airport, Concord, NH, \$76,310

BML, Berlin Regional Airport, Milan, NH, \$76,310

SB9, Dean Memorial Airport, North Haverhill, NH, \$76,310

13. **State Apportionment.**
\$509,283 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.
14. **Trafficking In Persons.**
A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This

includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors, and individuals covered by third party contracts. Prohibitions include:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
- C. The State must also insert this clause on trafficking in persons in all subgrants, contracts and subcontracts that result from this grant.
15. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
17. **Audits for Public Sponsors.**
- A. Provide for a Single Audit in accordance with 2 CFR Part 200.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

- D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
18. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
19. **System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
 - C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants, contracts and subcontracts that result from this grant.
20. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. **Reporting Subgrants and Executive Compensation.**
- A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsr.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
- B. State Reporting Total Compensation of State Executives.**
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.**
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- 2. The subrecipient must report subrecipient executive total compensation:
 - a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- 1. Subgrants, and
- 2. The total compensation of the five most highly compensated executives of any subrecipient.

22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

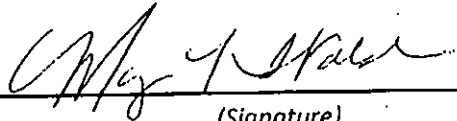
23. **Buy American Requirement:**

- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
- B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.

24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Mary T. Walsh

(Typed Name)

Manager, Airports Division

(Title)

PART II – ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and Incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 9th day of September, 2016.

State of New Hampshire
(Name of Sponsor)
[Signature]
(Signature of Sponsor's Designated Official Representative)

By: PATRICK C. HERLIHY
(Typed Name of Sponsor's Designated Official Representative)

Title: DIRECTOR, DIVISION OF AERONAUTICS, RAIL & TRANSIT
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

Matthew Bowdler acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 9 day of September, 2016.

By: [Signature]
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department
of Transportation
Federal Aviation
Administration

**AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER**

Date of Offer	AUG 02 2017
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-025-2017
DUNS Number	808591697

TO: State of New Hampshire
(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated June 30, 2017 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out airport planning, development and noise program implementation projects (herein called the "projects") at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$2,177,659.

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

CONDITIONS

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement in all subawards (subgrants) made under this grant that includes a start date and end date.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (1/24/2017).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with

this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before September 1, 2017** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds.** \$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds. The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000

ASH, Boire Field, Nashua, NH, \$150,000

LCI, Laconia Municipal Airport, Gilford, NH, \$150,000

DAW, Skyhaven Airport, Rochester, NH, \$150,000

HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000

CNH, Claremont Municipal Airport, Claremont, NH, \$150,000

CON, Concord Municipal Airport, Concord, NH, \$150,000

BML, Berlin Regional Airport, Milan, NH, \$150,000

SB9, Dean Memorial Airport, North Haverhill, NH, \$150,000

13. State Apportionment.

\$827,659 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. Trafficking In Persons.

- A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 2. Procure a commercial sex act during the period of time that this award is in effect; or
 3. Use forced labor in the performance of this award or subawards under this award.
- B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.

15. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
- 16. Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
- 17. Audits for Public Sponsors.**
- A. Provide for an audit in accordance with 2 CFR § 200.501.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
 - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
- 18. Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
- 19. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain

the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- B. Requirement for Data Universal Numbering System (DUNS) Numbers:
1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant
20. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. **Reporting Subgrants and Executive Compensation**.
- A. State Reporting Requirements of Subgrants.
1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsrs.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
- B. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and

- (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - 2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
 - 1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
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 - 2. The subrecipient must report subrecipient executive total compensation:
 - a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions

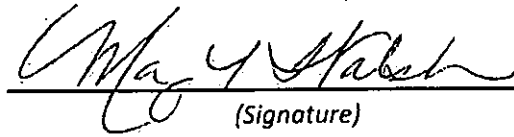
If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

 - 1. Subgrants, and
 - 2. The total compensation of the five most highly compensated executives of any subrecipient.

22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
23. **Buy American Requirement.**
- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
25. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 - B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - D. Required Actions of the Inspection General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mary T. Walsh

(Typed Name)

Manager, Airports Division

(Title)

PART II – ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 4th day of August, 2017.

State of New Hampshire
(Name of Sponsor)
[Signature]
(Signature of Sponsor's Designated Official Representative)

By: Patrick C. Herlihy
(Typed Name of Sponsor's Designated Official Representative)
Aeronautics, Rail and Transit

Title: _____
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

Matthew Branchford acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 8 day of August, 2017.

By: [Signature]
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department
of Transportation
Federal Aviation
Administration

**AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT**

PART I – OFFER

JUN 12 2018

Date of Offer

Block Grant Number N/A

AIP Grant Number 3-33-SBGP-027-2018

DUNS Number 808591697

TO: State of New Hampshire
(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated April 30, 2018 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out grant administrative responsibilities for airport planning, development and noise program implementation projects conforming to 49 U.S.C § 47102 and 49 U.S.C. § 47504-47505 as applicable (herein called the "projects"), at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$ 2,166,377.

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

CONDITIONS

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement, including start and end dates, in all sub-awards (subgrants) made under this grant agreement. The State must establish subaward period of performance dates in a manner that allows the State to meet the closeout deadline for this agreement, taking into account the time necessary to closeout all sub-awards covered by this agreement.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.

2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (1/24/2017).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs— Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. Completing the Project without Delay and in Conformance with Requirements. The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before July 20, 2018 or such subsequent date as may be prescribed in writing by the FAA.
9. Improper Use of Federal Funds. The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. Required Federal Provisions. The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. Nonprimary Entitlement Funds. \$ 1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000
ASH, Boire Field, Nashua, NH, \$150,000
LCI, Laconia Municipal Airport, Gilford, NH, \$150,000
DAW, Skyhaven Airport, Rochester, NH, \$150,000
HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000
CNH, Claremont Municipal Airport, Claremont, NH, \$150,000
CON, Concord Municipal Airport, Concord, NH, \$150,000
BML, Berlin Regional Airport, Milan, NH, \$150,000
SB9, Dean Memorial Airport, North Haverhill, NH, \$150,000

13. **State Apportionment.**

§ 816,377 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. **Trafficking In Persons.**

- A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 2. Procure a commercial sex act during the period of time that this award is in effect; or
 3. Use forced labor in the performance of this award or subawards under this award.
- B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award tem in any subaward you make to a private entity.

15. **Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
- 16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
- 17. **Audits for Public Sponsors.**
 - A. Provide for an audit in accordance with 2 CFR § 200.501.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
 - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
- 18. **Suspension or Debarment.** The State must:
 - A. Immediately disclose to the FAA whenever the State:
 - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 - 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.
- 19. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.
20. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
21. **Reporting Subgrants and Executive Compensation**.
- A. State Reporting Requirements of Subgrants.
1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsrs.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov>.
- B. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—
 - (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
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information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. The State must report its executive total compensation:
 - a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
 1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
 - a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
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 2. The subrecipient must report subrecipient executive total compensation:
 - a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions

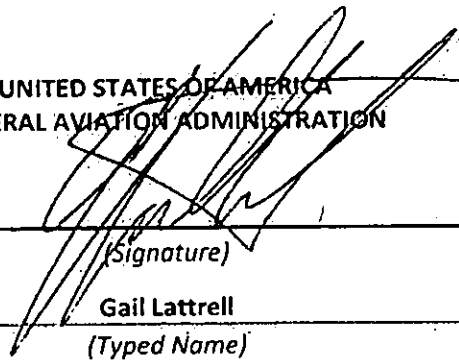
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 2. The total compensation of the five most highly compensated executives of any subrecipient.
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 - A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.

- B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
25. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
- B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.
26. **Land Acquisition.** The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.
- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."
-

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Gail Lattrell
(Typed Name)

Deputy Director, Airports Division
(Title)

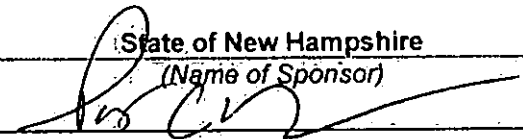
PART II - ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 15th day of JUNE, 2018.

State of New Hampshire
 (Name of Sponsor)


 (Signature of Sponsor's Designated Official Representative)

By: PATRICK C. HERIHY
 (Typed/Printed Name of Sponsor's Designated Official Representative)

Title: DIRECTOR, DIVISION OF AERONAUTICS, RAIL & TRANSIT
 (Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Allison Greenstein, acting as Attorney for the State do hereby certify: :
 (Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 22 day of June, 2018.

By: Allison B. Greenstein
 (Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department
of Transportation
Federal Aviation
Administration

AVIATION BLOCK GRANT PROGRAM

GRANT AGREEMENT

PART I – OFFER

Date of Offer

JUN 12 2019

Block Grant Number

N/A

AIP Grant Number

3-33-SBGP-030-2019

DUNS Number

808591697

TO: State of New Hampshire

(herein called the "State")

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

WHEREAS, the State has submitted a Block Grant Application dated April 30, 2019 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

WHEREAS, the FAA has entered into a Block Grant Memorandum of Agreement with the State for the State to carry out grant administrative responsibilities for airport planning, development and noise program implementation projects conforming to 49 U.S.C § 47102 and 49 U.S.C. § 47504-47505 as applicable (herein called the "projects"), at airports in the State that are nonprimary airports as defined in the Act. The projects are further described in the Block Grant Application;

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition), and acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is \$ 2,105,194.

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

CONDITIONS

1. **Period of Performance.** The period of performance begins on the date the State formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the State.

The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The State must include a period of performance requirement, including start and end dates, in all sub-awards (subgrants) made under this grant agreement. The State must establish subaward period of performance dates in a manner that allows the State to meet the closeout deadline for this agreement, taking into account the time necessary to closeout all sub-awards covered by this agreement.

The period of performance end date in this grant agreement does not relieve or reduce State or Subgrantee obligations and assurances that extend beyond the closeout of a grant agreement.
2. **Assurance for Subgrantees.** The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
 - A. Assurances: Airport Sponsors (March 2014), or
 - B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
 - C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (4/18/2019).
3. **Ineligible or Unallowable Costs.** The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Subgrantee.** State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project without Delay and In Conformance with Requirements.** The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before July 19, 2019** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
11. **Required Federal Provisions.** The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **Nonprimary Entitlement Funds:** \$1,350,000 of the total maximum obligation identified on Page One of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

- EEN, Dillant Hopkins Airport, Keene/Swanzey, NH \$150,000
- ASH, Boire Field, Nashua, NH, \$150,000
- LCI, Laconia Municipal Airport, Gilford, NH, \$150,000
- DAW, Skyhaven Airport, Rochester, NH, \$150,000
- HIE, Mt. Washington Regional Airport, Whitefield, NH, \$150,000
- CNH, Claremont Municipal Airport, Claremont, NH, \$150,000
- CON, Concord Municipal Airport, Concord, NH, \$150,000
- BML, Berlin Regional Airport, Milan, NH, \$150,000

589, Dean Memorial Airport, North Haverhill, NH, \$150,000

13. State Apportionment.

\$755,194 of the total maximum obligation identified on Page One of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. Trafficking In Persons.

- A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—
 - 1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
 - 2. Procure a commercial sex act during the period of time that this award is in effect; or
 - 3. Use forced labor in the performance of this award or subawards under this award.
- B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1200.
- C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.
- D. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. You must include the requirements of paragraph A of the award term in any subaward you make to a private entity.

15. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subrecipients are encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The State must insert this clause on banning texting while driving in all subgrants, contracts and subcontracts that result from this grant.
16. **Runway Safety Area Determination.** The State agrees not to issue any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program".
17. **Audits for Public Sponsors.**
- A. Provide for an audit in accordance with 2 CFR § 200.501.
 - B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>.
 - C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
 - D. Insert a requirement in all subawards that requires a subgrantee expending \$750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.
18. **Suspension or Debarment.** The State must:
- A. Immediately disclose to the FAA whenever the State:
 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 2. Suspends or debar a contractor, person or entity.
 - B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.

19. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers:
1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
 2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.
20. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

21. Reporting Subgrants and Executive Compensation.

- A. State Reporting Requirements of Subgrants.
1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates \$25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
 2. The State must report each subgrant to <http://www.fsr.gov>.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsr.gov>.
- B. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this grant is \$25,000 or more;
 - b. in the preceding fiscal year, the State received—

- (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The State must report its executive total compensation:
- a. As part of the State's registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- C. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—
- a. In the subrecipient's preceding fiscal year, the subrecipient received—
 - (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
 - (ii) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and
 - (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. The subrecipient must report subrecipient executive total compensation:
- a. To the State.
 - b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- D. Exemptions
- If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
- 1. Subgrants, and

2. The total compensation of the five most highly compensated executives of any subrecipient.
22. **Exhibit "A" Property Map.** The State will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
23. **Buy American Requirement.**
- A. Unless otherwise approved by the FAA, the State must ensure the subrecipient does not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The State will require the subrecipient to include in every contract a provision implementing this special condition.
 - B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.
24. **Small Airport Fund.** The source of this grant may include funding from the Small Airport Fund.
25. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 - B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - C. Time Limitation for Submittal of a Complaint – A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

- E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
 - F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.
26. **Land Acquisition.** The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.
- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."
27. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The State's acceptance of this Offer and ratification and adoption of the Block Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance comprises a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects and compliance with the grant assurances and conditions as provided herein. Such Grant Agreement will become effective upon the State's Acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Ms. Gail Lattrell
(Typed Name)

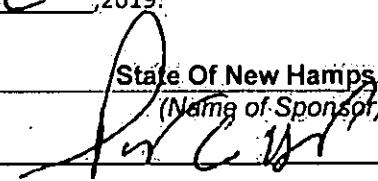
Deputy Director, Airports Division
(Title)

PART II – ACCEPTANCE

The State does hereby ratify and adopt all Assurances, statements, representations, warranties, covenants, and agreements contained in the Block Grant Application and Incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such Acceptance agrees to comply with all of the terms and Conditions in this Offer and in the Block Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 19th day of June, 2019.

State Of New Hampshire
(Name of Sponsor)


(Signature of Sponsor's Designated Official Representative)

By: Patrick C. Herlihy
(Typed Name of Sponsor's Designated Official Representative)

Title: Director of Aeronautics, Rail & Transit
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF STATE'S ATTORNEY

I, Allison Greenstein, acting as Attorney for the State do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the State is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Dated at Concord, NH (location) this 28th day of June, 2019.

By: Allison B. Greenstein
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer July 2, 2019

Airport/Planning Area Claremont Municipal Airport

State Block Grant Number SBG 02-11-2019

DUNS Number 07-397-4776

TO: City of Claremont, New Hampshire
(herein called the "Sponsor")

FROM: **The State of New Hampshire** (acting through the New Hampshire Department of Transportation, herein called the "State")

WHEREAS, the Sponsor has submitted to the State a Project Application dated March 26, 2019, for a grant of Federal and State funds for a project at or associated with the Claremont Municipal Airport, which as approved by the State, is included as part of this Grant Agreement; and

WHEREAS, the State has approved a project for the Claremont Municipal Airport (herein called the "Project") consisting of the following:

Demolish Terminal Building/Hangar (approx. 100'x60'); Construct New Terminal Building (approx. 1,920 SF) – Phase II (construction, mitigation)

which is more fully described in the Project Application.

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

THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND THE STATE, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is \$755,717.00.

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

\$0.00 for planning

\$755,717.00 for airport development or noise program implementation

\$0.00 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is **June 27, 2023**.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the State authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the State has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the State to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal and State Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' and State's share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal and State share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States and the State will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before

August 1, 2019, or such subsequent date as may be prescribed in writing by the State.

9. **Improper Use of Federal and State Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner in any project upon which Federal and State funds have been expended. For the purposes of this grant agreement, the terms "Federal funds" and "State funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.
10. **United States and State Not Liable for Damage or Injury.** Neither the United States nor the State is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
11. **Required Federal Provisions.** The Sponsor is required to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.
12. **System for Award Management (SAM) Registration and Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2.CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal and State funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).
13. **Reporting Subgrants and Executive Compensation.**
 - A. State Reporting of Sponsor Executive Total Compensation.

1. Unless the Sponsor is exempt, the State must report the names and total compensation of each of the Sponsor's five most highly compensated executives in the preceding completed fiscal year, if –
 - a. In the Sponsor's preceding fiscal year, the Sponsor received –
 - i. 80 percent or more of its annual gross revenues from grants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and grants); and
 - ii. \$25,000,000 or more in annual gross revenues from grants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and grants); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S. C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation files at <http://www.sec.gov/answers/execcomp.htm>.)
2. The Sponsor must report Sponsor executive total compensation:
 - a. To the State.
 - b. by the end of the month following the month during which the State makes the grant to the Sponsor. For example, if a grant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Sponsor must report any required compensation information of the Sponsor by November 30 of that year.

B. Exemptions

If, in the previous tax year, the Sponsor had gross income, from all sources, under \$300,000, it is exempt from the requirement to report:

1. Grants, and
2. The total compensation of the five most highly compensated executives of the Sponsor.

14. Electronic Grant Payment(s). Unless otherwise directed by the State, the State will make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

15. Informal Letter Amendment of AIP Projects. If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The State can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The State's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The State can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the State finds it advantageous and in the best interests of the United States and the State.

An informal letter amendment has the same force and effect as a formal grant amendment.

16. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality

standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this grant.

17. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
18. **Buy American.** Unless otherwise approved in advance by the State, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
19. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent for land project.
20. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR § 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed Single Audit or program-specific audit to the State.
21. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the State whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
22. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal and State governments, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

23. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
- 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA and State, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA and State to unilaterally terminate this agreement, without penalty, if a private entity –
- 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA or State determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR part 1200.
- C. The Sponsor must inform the State immediately of any information the Sponsor receives from any source alleging a violation of a prohibition of paragraph A of this award item.
- D. The State’s right to terminate unilaterally that is described in paragraph A of this section:
- 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S. C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- E. The Sponsor must include the requirements of paragraph A of the award item in any subaward the Sponsor makes to a private entity.

24. Exhibit “A” Property Map. The Exhibit “A” Property Map dated May 11, 2005, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

25. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –
- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or

body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

26. Availability of Funds. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.

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

28. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA and the State shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent that there is a conflict between the assurances and the Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

- 29. Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.
- 30. Assignment of Interest.** The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.
- 31. Entire Agreement.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.
- 32. Insurances.** The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:
- A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.
- 33. Public Meeting.** By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.
- 34. Pending Documents.** No grant reimbursements under this grant agreement will be made by the United States and State to the Sponsor until the Construction Safety and Phasing Plan for this project has been provided to, and accepted by the State and a fully executed Memorandum for Agreement for the proposed mitigation with the State Historical Preservation Office has been received by the State.
- 35. Environmental Permits.** The Sponsor shall not proceed with any construction activities until all environmental permits have been issued and copies of same provided to the State.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's and the New Hampshire Governor and Council's acceptance of this Offer.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



(Signature)

Patrick C. Herlihy

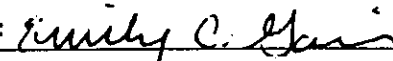
Director (Name)

Aeronautics, Rail and Transit

(Title of NHDOT Official)

Attorney General: This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution

Dated: Sept. 10, 2019

By: 

Assistant Attorney General

Secretary of State: This is to certify that the Governor and Council on _____ approved this Agreement.

Dated: _____

Attest: _____

By: _____

Secretary of State

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 28 day of July, 2019.

City of Claremont NH
(Name of Sponsor)

[Signature]
(Signature of Sponsor's Authorized Official)

By: John A. MacKen
(Typed Name of Sponsor's Authorized Official)

Title: City Mgr.
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, JANE F. TAYLOR, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of NEW HAMPSHIRE. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at LEBANON NH (location) this 30th day of July, 2019.

By: Jane F. Taylor
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF VOTE

I, Dorée M. Russell, do hereby certify that I am the Assistant City Clerk of the City of Claremont, a municipality in the state of New Hampshire, county of Sullivan, in the United States of America.

I do further certify that John A. MacLean is the City Manager of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the City of Claremont on the following date: July 24, 2019.

I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of Claremont on this 1st day of August, 2019.

Dorée M. Russell
Signature

Assistant City Clerk
Title of Signatory

SEAL

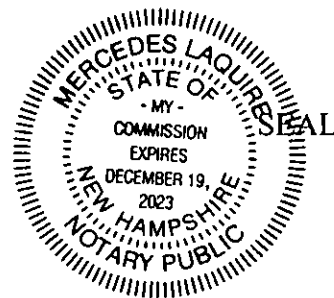
NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Sullivan upon this date August 1, 2019, appeared before me Mercedes LaQuire, the above signed officer personally appeared, Dorée M. Russell, who acknowledged herself to be the Assistant City Clerk of the City of Claremont, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the City of Claremont, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

[Signature]
Signature of Notary or Justice of the Peace

Mercedes LaQuire
Name of Notary or Justice of the Peace

December 19, 2023
Date of Expiration of Commission





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (FORM A)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Name of Additional Insured Person(s) or Organization(s): The State of New Hampshire Department of Transportation John O Morton Building 7 Hazen Drive Concord, NH 03301</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II – WHO IS AN INSURED is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury caused**, in whole or in part, by your acts or omissions or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

This endorsement changes the policy to which it is attached and is effective on the date shown below.

Endorsement Effective: 06/15/2019

Policy No: 100001952

Endorsement No: 000

Insured: City of Claremont & CNH, Inc.

Insurance Company: QBE INSURANCE CORPORATION



Certificate of Insurance
QBE North America

This is to certify to
(Certificate Holder):

*The State of New Hampshire Department of Transportation
John O. Morton Building
P.O. Box 483, 7 Hazen Drive
Concord, NH 03302-0483*

The following policy(ies)
have been issued to:

*City of Claremont and CNH, Inc.
100 Broad Street
Claremont, NH 03743*

POLICY INFORMATION

Policy No. 100001952
Policy Period: This Coverage Is Effective 12:01 A.M.
Insurance Company: QBE Insurance Corporation

From: 6/15/2019 To: 6/15/2020

LIABILITY COVERAGES

EACH OCCURRENCE LIMIT	\$	2,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	50,000
MEDICAL EXPENSE LIMIT	\$	5,000
PERSONAL & ADVERTISING INJURY AGGREGATE LIMIT	\$	2,000,000
MAI PRACTICE AGGREGATE LIMIT	\$	2,000,000
GENERAL AGGREGATE LIMIT	N/A	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000
HANGARKEEPERS LIMIT	\$	100,000
EACH AIRCRAFT LIMIT	\$	100,000
EACH LOSS LIMIT	\$	100,000
HANGARKEEPERS DEDUCTIBLE	NIL	

THE CERTIFICATE HOLDER IS:

<input type="checkbox"/>	Included as a Loss Payee for Aircraft Physical Damage Coverage.
<input type="checkbox"/>	Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the insured value
<input checked="" type="checkbox"/>	Included as an Additional Insured, but only as respects operations of the Named Insured.
<input type="checkbox"/>	Provided a waiver of subrogation on aircraft physical damage coverage but only with respects to the operations of the named insured.

OTHER COVERAGES/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder thirty (10) day notice of cancellation of any policy above, however, the Company assumes no responsibility for the failure to provide such notice.
This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Agency Name: USI Insurance Services LLC.

QBE Aviation Representative:

Date: 7/12/2019

Vicki L. Hall

Vicki L. Hall

QBE North America



CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)

7/16/2019

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1415077 STANTEC CONSULTING SERVICES, INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012	INSURER A: Berkshire Hathaway Specialty Insurance Company NAIC # 22276	
	INSURER B: Travelers Property Casualty Co of America 25674	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

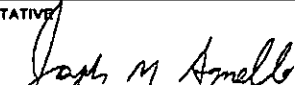
COVERAGES **CERTIFICATE NUMBER:** 16197722 **REVISION NUMBER:** XXXXXXXX

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	ADDL INSD	SUBR WVD	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 <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	47-GLO-307584	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B 3 3	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2019 5/1/2019 5/1/2019	5/1/2020 5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	47-UMO-307585	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2019 5/1/2019	5/1/2020 5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 195211045 - CLAREMONT MUNICIPAL AIRPORT TERMINAL BUILDING CONSTRUCTION ADMINISTRATION. CITY OF CLAREMONT AND NHDOT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

16197722 CITY OF CLAREMONT 100 BROAD STREET CLAREMONT NH 03743-2677	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 
--	--

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CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)
7/16/2019

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Berkshire Hathaway Specialty Insurance Company		22276
INSURER B: Travelers Property Casualty Co of America		25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 16197730 **REVISION NUMBER:** XXXXXXX

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	ADDL INSR	SUBR WVD	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 <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	47-GLO-307584	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B 3 3	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2019 5/1/2019 5/1/2019	5/1/2020 5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2019 5/1/2019	5/1/2020 5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 195211045 - CLAREMONT MUNICIPAL AIRPORT TERMINAL BUILDING CONSTRUCTION ADMINISTRATION, CITY OF CLAREMONT AND NHDOT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 16197730 NHDOT BUREAU OF AERONAUTICS 7 HAZEN DRIVE PO BOX 483 CONCORD NH 03302-0483	CANCELLATION 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

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RECEIVED

APR - 1 2019

NH AERONAUTICS

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <input type="text"/>
				* Other (Specify): <input type="text"/>

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/> SBG-02-11-2019	5b. Federal Award Identifier: <input type="text"/> SBG-02-11-2019
---	--

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text"/> City of Claremont

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/> 02-6000154	* c. Organizational DUNS: <input type="text"/> 0739747760000
--	---

d. Address:

* Street1:	<input type="text"/> Claremont Fire Department
Street2:	<input type="text"/> 100 Broad Street
* City:	<input type="text"/> Claremont
County/Parish:	<input type="text"/> Sullivan
* State:	<input type="text"/> NH: New Hampshire
Province:	<input type="text"/>
* Country:	<input type="text"/> USA: UNITED STATES
* Zip / Postal Code:	<input type="text"/> 03743

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/> Ms.	* First Name: <input type="text"/> Amie
Middle Name: <input type="text"/>	
* Last Name: <input type="text"/> Gray	
Suffix: <input type="text"/>	

Title: Project Manager

Organizational Affiliation:
 Stantec Consulting Services Inc.

* Telephone Number: (207) 887-3434 Fax Number:

* Email: amie.gray@stantec.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,920 square foot Terminal Building - Phase 2 Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="715,942.00"/>	✓
* b. Applicant	<input type="text" value="39,775.00"/>	✓
* c. State	<input type="text" value="39,775.00"/>	✓
* d. Local	<input type="text"/>	
* e. Other	<input type="text"/>	
* f. Program Income	<input type="text"/>	NA
* g. TOTAL	<input type="text" value="795,492.00"/>	✓

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award: I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has a current, approved Airport Master Plan Update and Airport Layout Plan displaying the vicinity of the airport that found no unreasonable or incompatible land use.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

No exceptions taken.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

No exceptions taken.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

No exceptions taken.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

No exceptions taken.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

No exceptions taken.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable to this project.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable to this project.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

No exceptions taken.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No exceptions taken.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable to this project. The airport owns the property where construction work will be performed.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable to this project.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			65,132
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			730,360
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 795,492 ✓
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 795,492 ✓
19. Federal Share requested of Line 18			715,942 ✓
20. Grantee share			39,775 ✓
21. Other shares			39,775 ✓
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 795,492 ✓

WA

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g.	Total

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	39,775
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 39,775
25. Other Shares	Amount
a. State	39,775
b. Other	
c. TOTAL - Other Shares	\$ 39,775
26. TOTAL NON-FEDERAL FINANCING	\$79,550

✓

SECTION E – REMARKS
 (Attach sheets if additional space is required)

I hereby certify that the Exhibit A Property Map dated May 11, 2005, and attached to the Grant Application for SBG-02-01-2008 reflects, to the best of my knowledge, the current information as of this date. The above mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT:
AIRPORT:
1. Objective:
2. Benefits Anticipated:
3. Approach: (See approved Scope of Work in Final Application)
4. Geographic Location:
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number)

**APPLICATION FOR FEDERAL ASSISTANCE
CLAREMONT MUNICIPAL AIRPORT
CLAREMONT, NH**

**Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and
Construction of Approximately 1,920 square foot Terminal Building – Phase 2
Construction**

PART IV – PROGRAM NARRATIVE

March 2019

PROJECT OBJECTIVES

It is the objective of the airport sponsor to demolish the existing terminal building/hangar and construct a 1,920 square foot terminal building. This project also includes approximately 500 square yards of apron/access drive paving (reconstruction-removal and replacement).

PROJECT BENEFITS

The benefits of the proposed project include demolishing the existing building that is no longer structurally sound due to the age of the building. A new terminal building is needed to enhance safety for the airport users.

PROJECT APPROACH

This project will include construction services for demolishing the existing terminal building/hangar and constructing a new terminal building.

Attached is a copy of the Scope of Work to more fully explain the work tasks of this project.

GEOGRAPHIC LOCATION

The project is located in the City of Claremont, Sullivan County, New Hampshire, near the western New Hampshire border with Vermont.

PROJECT COST

The following summarizes the proposed project costs:

Terminal Building Construction	\$730,360
Consulting Costs	<u>\$65,132</u>
Total	\$795,492

Note: The original contract for consulting services was \$155,278 plus a change order of \$22,962 for total consulting services of \$178,240. The Phase 1 grant included \$113,108 of these costs for a total of \$65,132 required in this grant.

PROJECT SCHEDULE

The following is the anticipated project schedule:

Construction Start Winter 2019/2020

ENVIRONMENTAL ISSUES

The NPDES regulations, implemented by the U.S. Environmental Protection Agency (EPA), require the preparation of a SWPPP for construction activities including clearing, grading, and excavation that disturb one or more acres of total land area. For this project, construction activities will not disturb one or more acres of land.

The New Hampshire Division of Historical Resources (for compliance with Section 106 of the National Historic Preservation Act) has approved a context study for mitigating the demolition of the existing building that is eligible for listing on the National Register of Historic Places. The mitigation was based on the previous hangar study and Individual Area Form.

A Documented CATEX has been prepared for the project in accordance with FAA Order 1050.1F, Chapter 5, Paragraph 5-6.4 v.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

The City of Claremont has an approved DBE program on file with the FAA/Civil Rights Office which was prepared in accordance with 49 CFR Part 26. A 3.0 percent DBE goal has been established for all federally funded projects at the Claremont Municipal Airport. A good faith effort will be made on all phases of the project to meet the DBE goal for the City of Claremont. Approval of the DBE plan will be kept on file.

**NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION (NHDOT)
COORDINATION**

This project will be completed in accordance with NHDOT regulations. A grant application also was submitted to NHDOT for 5% of the project costs.

USER COORDINATION

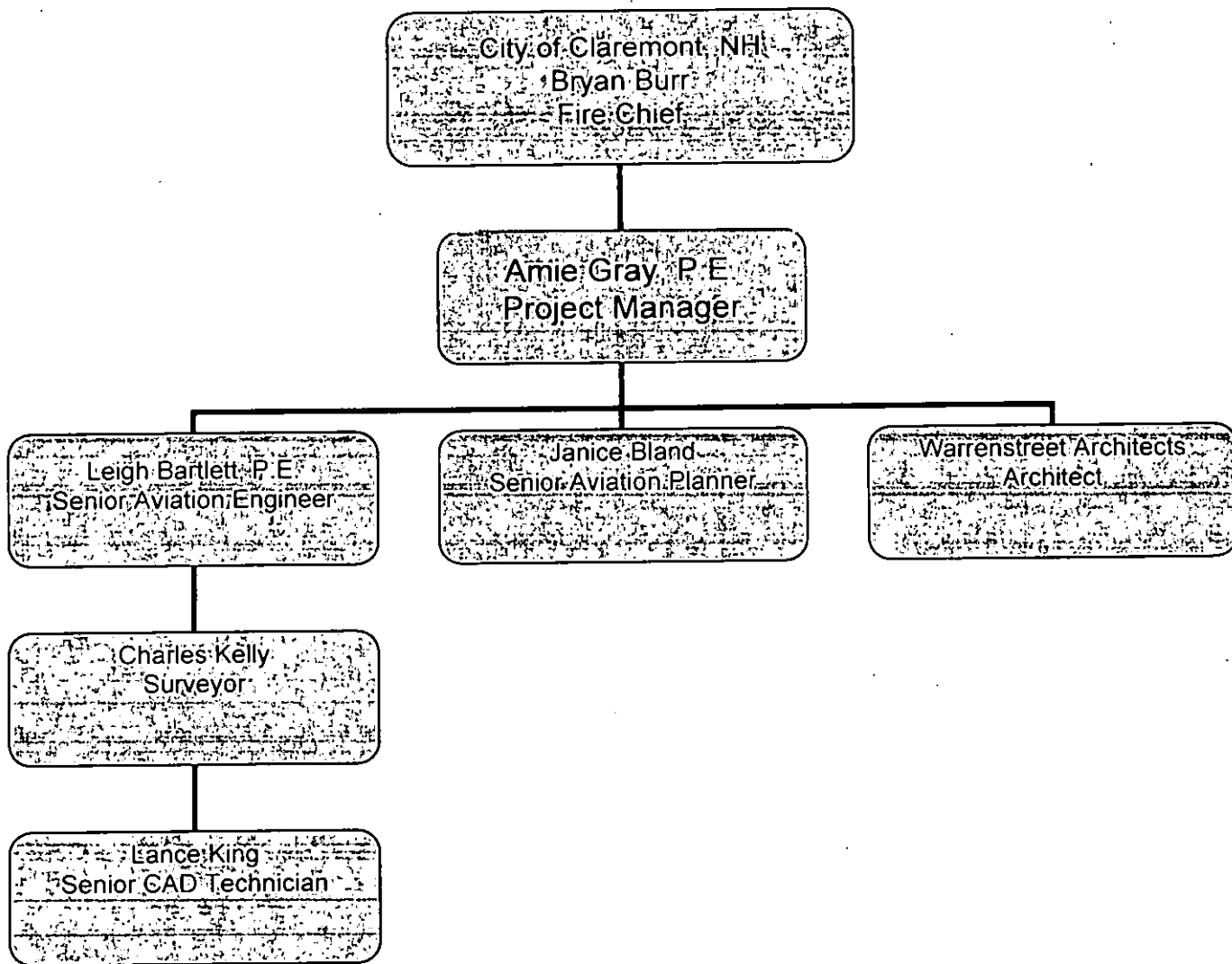
A "Notice to Airport Users" (refer to attached Figure No. 1) will be posted in the terminal building at the Claremont Municipal Airport to announce the intent of the proposed project. Any comments that are received will be kept on file by the Fire Chief.

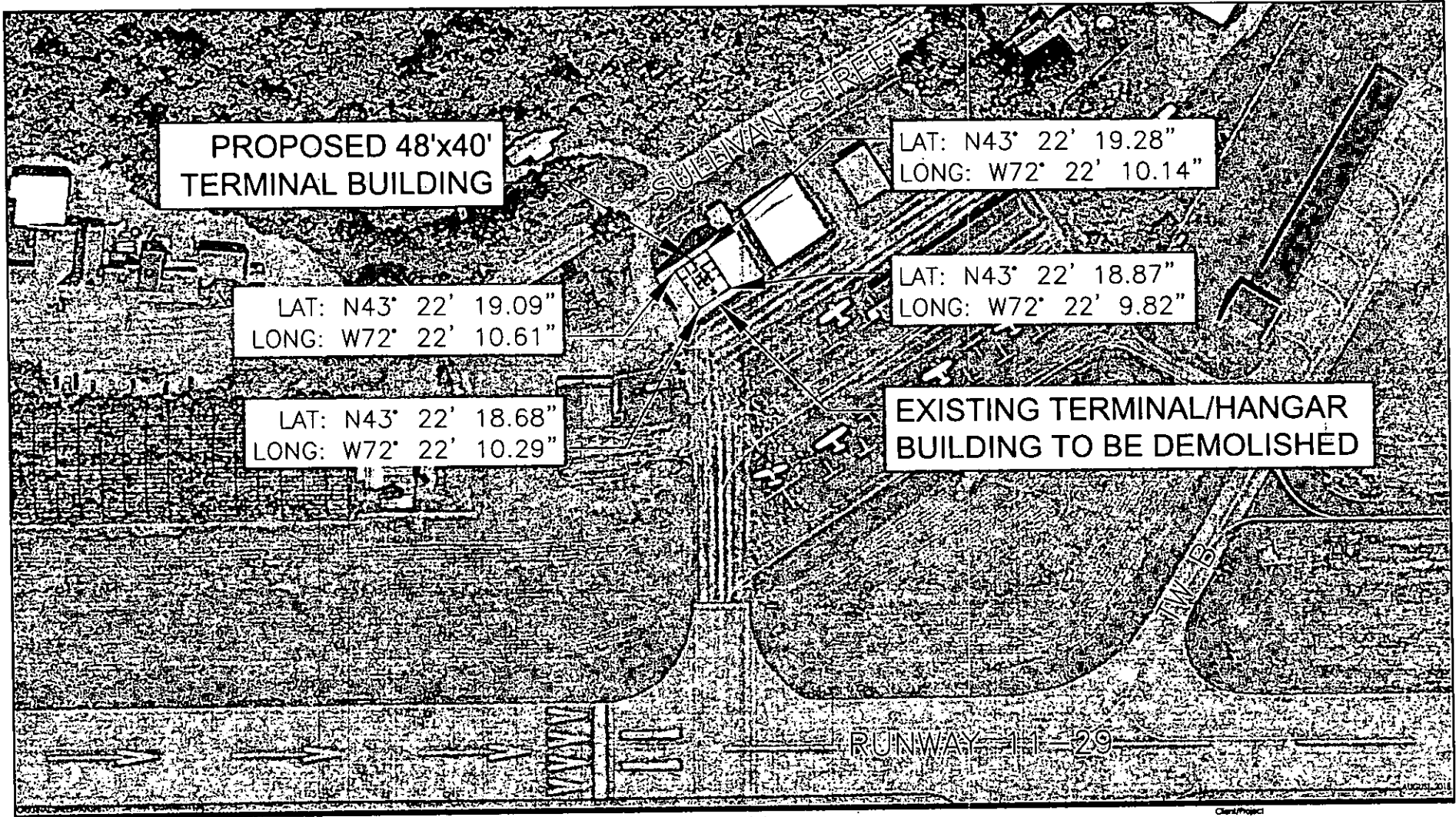
Claremont Municipal Airport

Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,920 square foot Terminal Building – Phase 2 Construction

SBG-02-11-2019

Project Organization Chart





Legend



Notes

NTS

Client/Project

CLAREMONT MUNICIPAL AIRPORT
TERMINAL BUILDING
Claremont, New Hampshire

Figure No.

1.0

Scale

TERMINAL BUILDING LOCATION SKETCH



482 Payne Road
Scarborough, Maine 04074
www.stantec.com

Demolition of Approximately 100-ft X 40-ft Terminal Building/Hangar and Construction of Approximately 1,800 square foot Terminal Building

Claremont Municipal Airport

Bid Tab

Item No.	Description	Qty.	UOM	Engineer's OOC		Fine Hill Construction		All Seasons Construction		Wright Construction		Trumble-Nelson Construction	
				Unit Cost	Est.	Unit Cost	Est.	Unit Cost	Est.	Unit Cost	Est.	Unit Cost	Est.
100-3.1	Existing Building/Hangar Demolition	1	-1S-	83,100.00	\$83,100.00	\$35,000.00	\$35,000.00	\$39,238.00	\$39,238.00	\$40,896.00	\$40,896.00	\$27,095.00	\$27,095.00
100-3.2	Terminal Building	1	-1S-	460,800.00	\$460,800.00	\$482,000.00	\$482,000.00	\$849,975.00	\$849,975.00	\$663,354.00	\$663,354.00	\$875,574.00	\$875,574.00
200-3.1	Temporary Terminal Building	1	-1S-	10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$52,043.00	\$52,043.00	\$36,778.00	\$36,778.00	\$15,780.00	\$15,780.00
C-100-5.1	Mobilization	1	-1S-	75,000.00	\$75,000.00	\$50,000.00	\$50,000.00	\$8,550.00	\$8,550.00	\$95,351.00	\$95,351.00	\$5,000.00	\$5,000.00
P-101-4.1	Pavement Removal	440	-SY-	5.00	\$2,300.00	\$10.00	\$4,600.00	\$7.25	\$3,335.00	\$2.00	\$920.00	\$6.00	\$2,760.00
P-101-4.2	Cold Milling	10	-SY-	20.00	\$200.00	\$100.00	\$1,000.00	\$0.00	\$0.00	\$27.80	\$278.00	\$0.00	\$0.00
P-101-4.3	Saw Cutting	200	-LF-	5.00	\$1,000.00	\$3.00	\$600.00	\$3.65	\$730.00	\$4.16	\$832.00	\$3.00	\$600.00
P-152-4.1	Unclassified Excavation	250	-CY-	15.00	\$3,750.00	\$20.00	\$5,000.00	\$18.80	\$4,700.00	\$17.56	\$4,390.00	\$15.60	\$3,900.00
P-162-5.1	B Security Fence	84.0	-LF-	75.00	\$6,450.00	\$60.00	\$5,160.00	\$122.00	\$10,492.00	\$100.79	\$8,667.94	\$80.00	\$6,880.00
P-162-5.2	Remove Existing Security Fence	20	-LF-	10.00	\$200.00	\$10.00	\$200.00	\$68.00	\$1,320.00	\$28.00	\$560.00	\$20.00	\$400.00
P-304-5.1	NHDOT 304.3 Crushed Gravel Base Course	70	-CY-	40.00	\$2,800.00	\$40.00	\$2,800.00	\$42.00	\$2,940.00	\$47.50	\$4,725.00	\$35.00	\$2,450.00
P-304-5.2	NHDOT 304.7 Crushed Gravel Subbase Course	170	-CY-	40.00	\$2,800.00	\$40.00	\$2,800.00	\$42.00	\$7,140.00	\$56.00	\$9,520.00	\$35.00	\$3,950.00
P-403-5.1	NH HQT Bituminous Pavement 12.5mm	100	-TONS-	150.00	\$15,000.00	\$150.00	\$15,000.00	\$145.59	\$14,559.00	\$168.50	\$16,850.00	\$145.59	\$14,559.00
T-201-5.1	Seeding	9	-UNITS-	25.00	\$225.00	\$10.00	\$90.00	\$268.00	\$2,412.00	\$197.00	\$1,773.00	\$222.22	\$1,999.98
T-205-5.1	Topsoiling	9	-UNITS-	500.00	\$4,500.00	\$40.00	\$360.00	\$1,358.00	\$12,222.00	\$880.00	\$7,920.00	\$1,124.44	\$10,119.96
UT-100-5.1	Water Service 3/4" copper, Type K	1	-LF-	105.00	\$7,800.00	\$50.00	\$3,900.00	\$57.00	\$4,446.00	\$32.50	\$2,535.00	\$47.00	\$3,666.00
UT-100-5.1A	Water Service Connection	1	ALLOWANCE	100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
UT-100-5.2	Removal of Existing Water Line	75	-LF-	5.00	\$375.00	\$50.00	\$3,750.00	\$0.00	\$0.00	\$13.00	\$975.00	\$0.00	\$0.00
UT-100-5.3	Wastewater Disposal System	1	-1S-	3,000.00	\$3,000.00	\$20,000.00	\$20,000.00	\$20,406.00	\$20,406.00	\$15,689.00	\$15,689.00	\$16,899.00	\$16,899.00
UT-100-5.4	Remove Existing Wastewater Disposal System	1	-1S-	25,000.00	\$25,000.00	\$4,000.00	\$4,000.00	\$4,981.00	\$4,981.00	\$4,204.00	\$4,125.00	\$4,125.00	\$4,125.00
UT-100-5.5	LP Tank System	1	-1S-	5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,644.00	\$2,644.00	\$4,136.00	\$4,136.00	\$2,090.00	\$2,090.00
UT-100-5.6	LP Tank System (Dead River Company)	1	ALLOWANCE	3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
UT-100-5.6	Drywell	1	-1S-	1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$6,508.00	\$6,508.00	\$3,587.00	\$3,587.00	\$5,390.00	\$5,390.00
UT-100-5.7	Site Electrical and Communications - Temporary	1	-1S-	10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$23,003.00	\$23,003.00	\$25,491.00	\$25,491.00	\$11,075.00	\$11,075.00
UT-100-5.8	Site Electrical and Communications - Permanent	1	-1S-	30,000.00	\$30,000.00	\$45,000.00	\$45,000.00	\$18,191.00	\$18,191.00	\$7,981.00	\$7,981.00	\$26,265.00	\$26,265.00
UT-100-5.9	Utility Pole	1	ALLOWANCE	15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
	10% contingency				\$76,890.00								
	BASE BID TOTAL				\$445,790.00		\$730,360.00		\$1,107,935.00		\$975,512.94		\$1,060,677.94

Bids Opened on: February 27th, 2019 at 11 AM
Bids Opened by: Doree Russell, City of Claremont

Note: In the Bidder's proposals, mathematical errors were found. The errors have been corrected on this sheet. The highlighted cells indicate the place where the bidder's errors were encountered and have been corrected.

Multiplication Error:
Addition Error:

**SCOPE OF SERVICES
CLAREMONT MUNICIPAL AIRPORT
CLAREMONT, NEW HAMPSHIRE**

**PROPOSED PROJECT: DEMOLITION OF 100-FT X 60-FT TERMINAL
BUILDING/HANGAR AND CONSTRUCT APPROXIMATELY 1,800 SQUARE FOOT
TERMINAL BUILDING
DESIGN, BID & CONSTRUCTION SERVICES**

SCOPE OF SERVICES

The following scope of services is based on the demolition of the existing 100-ft X 60-ft Terminal Building/Hangar and proposed construction of an approximately 1,800 square foot Terminal Building on the same site. This scope includes design documents (drawings and specifications), environmental services, general administration, bidding services and construction services for the demolition of the existing Terminal Building/Hangar and construction of the Terminal Building. The Terminal Building design will also include a commercial kitchen and restaurant.

ARTICLE 1 –DESIGN, DRAWINGS AND SPECIFICATIONS

The ENGINEER will engage an Architect sub-consultant, Warrenstreet Architects, Inc. to prepare the design of the building including an environmental hazard assessment of the existing building, a geotechnical investigation and analysis, architectural, structural, mechanical, electrical and plumbing (MEP) design.

The ENGINEER will prepare the following:

1. A survey plan of the existing conditions for the site. It is assumed that two personnel will be required for the survey.
2. An existing conditions drawing for the site.
3. A Site Plan showing the building layout, pavement limits and proposed grading.
4. A Septic Design and an Application for an Individual Sewage Disposal System and submitted to the NHDES. The existing septic system will likely need to be removed and replaced based on the requirements of the proposed cafe/restaurant.
5. Prepare engineer's opinion of probable construction costs.
6. Prepare project specifications including technical specifications, state and federal standard requirements, wage rates and bidding documents.
7. Prepare and submit FAA Construction Safety & Phasing Plan (CSPP) and narrative in accordance with FAA AC 150/5370-2F and submit to the FAA's OEAAA website.
8. Prepare a preliminary submittal of the design documents with the following copies:
 - NHDOT - 7 x Drawings (Full Size), 2 x Specifications
 - City of Claremont - 2 x Drawings (Full Size), 1 x Specifications

9. Coordination of Utilities:

- Water - Correspondence with City of Claremont for upsizing public water line to building.
- Electrical – Coordination with electrical company on site electrical needs and upgrades if necessary.

ARTICLE 2 – ENVIRONMENTAL SERVICES

1. Alteration of Terrain Permit (AoT)

- a. This project disturbed area is anticipated to be less than 1 acre. It is assumed that a waiver from a NHDES AoT permit will be issued for the project. This task includes coordinating with NHDES AoT staff for a waiver for the requirement for an AoT permit.
- b. If for some reason the NHDES requires an AoT permit, then the extra work effort required to obtain a AoT permit will be considered additional work to this scope.

2. Agency Coordination and Consultation

- a. The ENGINEER will also prepare and deliver one (1) submission package with a cover letter directly to the U. S. Fish and Wildlife Service to facilitate federal agency review of the proposed project.

3. SWPPP/Construction General Permit - It is assumed that the contractor will prepare the project SWPPP and will submit the construction general permit.

ARTICLE 3 – GENERAL ADMINISTRATION

- 1. Scope of Services, Fee and Contract -** The ENGINEER will communicate and coordinate with the OWNER via telephone, letters, and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the engineering services agreement. The ENGINEER will prepare an engineering services agreement including a detailed work scope narrative and itemized fee schedules for submission to the OWNER, the NHDOT, and the FAA for review and comments. The ENGINEER will coordinate the preparation of the contract with the staff of his structural, environmental and CADD departments. The scope of services will be internally reviewed and changed as necessary.
- 2. Prepare for and Attend Scoping Meeting –** Prepare scoping level documents for discussion (plans, cost estimates based on alternatives), attend meeting and prepare and distribute meeting minutes.
- 3. NHDOT State Block Grant Application -** The ENGINEER will prepare four (4) copies of

the formal NHDOT State Block grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental action, statement of airport user coordination, statement of intergovernmental coordination, statement of OWNER DBE program status, sponsor certifications, and grant assurances. The ENGINEER will submit the grant application to the OWNER with transmittal letters for signatures and forwarding to the FAA and NHDOT. The ENGINEER will review the federal grant offer and assist the OWNER in complying with the terms and conditions of the grant offer.

4. Intergovernmental Agency Review –

- a. The ENGINEER will communicate with the New Hampshire Office of State Planning to confirm the requirements of the submission package for intergovernmental agency review in accordance with Executive Order 12372. The ENGINEER will prepare and submit six (6) copies of the submission package with a cover letter.
- b. The ENGINEER will also prepare and deliver one (1) submission package with a cover letter directly to the U. S. Fish and Wildlife Service to facilitate federal agency review of the proposed project.
- c. There is currently a NH Division of Historical Resources (NHDHR) study nearly completed on the existing Terminal Building and Hangar. To ensure the project meets the review and compliance requirements under Section 106 of the National Historic Preservation Act, once the study is finalized, the ENGINEER will send a request for project review to the NHDHR. It is assumed that there will be one meeting with the NHDHR to discuss the project and to discuss potential historical mitigation. The ENGINEER will obtain response letters at the end of the review period identifying specific requirements to be incorporated into the proposed project.

5. Reimbursement Requests - The ENGINEER will prepare the federal and state reimbursement requests using FAA and NHDOT Forms, including letters of transmittal to the FAA and NHDOT. The ENGINEER will compile the sponsor administration costs, engineering costs, subconsultant costs and construction costs. The ENGINEER will submit copies of each reimbursement request package to the OWNER with transmittal letters for signature and forwarding to the NHDOT for payment. It is anticipated that a total of three reimbursement request packages including the final reimbursement request will be prepared and submitted during the course of the project.

6. Project Administration - The ENGINEER will provide general project administration and coordination with the staff of his accounting department. The ENGINEER will prepare the internal close out forms. The ENGINEER will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The ENGINEER will approve and process invoices received from subconsultants and vendors

providing services to the ENGINEER throughout the design phases of the project. The ENGINEER will prepare and submit monthly invoices to the OWNER for services provided to the OWNER and for costs incurred by the ENGINEER and his/her subconsultants. It is anticipated that a total of eight (8) invoices will be prepared and submitted during the course of the project.

ARTICLE 4 - BIDDING AND CONSTRUCTION ARRANGEMENTS

The ENGINEER shall provide the following services:

1. Stantec to prepare electronic versions of bid documents for distribution to potential bidders.
2. Stantec will host the bid documents on a dedicated password protected ftp site. Stantec will include in the bid advertisement, directions for Contractors to contact Stantec for access to the ftp website. Stantec to coordinate with City of Claremont's purchasing department to host basic project information on their website and to have the City's website direct people to Stantec for access to the password protected ftp site. Stantec will maintain the bidders list for the project and provide the City of Claremont with an updated copy of this list daily during the bidding period (unless there have been no changes).
3. Prepare 4 sets of bid documents (full scale plans [24"x36"]) for distribution to the City and to plan viewing rooms.
4. **Bid Advertisement** - The ENGINEER will prepare the bid advertisement and deliver it to the OWNER via email for publication in accordance with the OWNER's bidding procedures. The ENGINEER will deliver the bid advertisement to five (5) plan viewing rooms for publication to maximize the project exposure and generate widespread contractor interest in the project. The ENGINEER will communicate with the plan viewing rooms and similar industry entities to provide technical information for their publications. The ENGINEER will notify the NHDOT and the FAA of the project's advertisement.
5. Respond to bidder questions and issue addenda if needed (assumed total of 2 addenda).
6. **Attend and Conduct Pre-bid Conference** - Conduct a site walk of the project areas to allow the contractors and subcontractors to observe the existing conditions first-hand and to ask questions regarding their observations. Prepare written responses to questions that require additional information not available at the time of the pre-bid conferences. Distribute the responses to the bid document recipients.
7. Conduct a detailed analysis of the contractors' bids for completeness and accuracy and note omissions and discrepancies. Compile a bid summary comprised of the results of the bids for distribution to the bid document recipients. Write a letter to the OWNER

recommending the award of the construction contract to the apparent low responsive bidder based on the bid analyses. With the concurrence of the OWNER, the NHDOT and the FAA, the ENGINEER will issue a written notification to the successful bidder advising the bidder of the bid results. The ENGINEER will disseminate the bid results to the plan viewing rooms.

8. **Prepare Construction Contracts** - The ENGINEER will prepare six (6) copies of the Contractor's bid proposal package for use as the construction contract document. The ENGINEER will coordinate with and provide information to the Contractor to facilitate the preparation and execution of the construction contract document. The ENGINEER will review the Contractor's construction contract for accuracy and completeness before submitting the document to the OWNER for final signatures. The ENGINEER will prepare a checklist of tasks to be performed by the OWNER to fully execute the construction contract. The ENGINEER will distribute the construction contract documents at the preconstruction conference.
9. **Prepare Conformed Set of Drawings** – The Engineer shall prepare a conformed set of drawings (full size – 24" x 36") for Construction and issue two sets of full size plans to the Contractor and two full size set of plans to the City and full size set to NHDOT.
10. **Prepare Construction Cost Estimate** – The ENGINEER will prepare a cost estimate for site work costs.
11. **Submit OEAAA** – Submit to FAA's OEAAA website to meet FAA 7460 requirements for the building and any temporary construction needs (cranes, etc).

ARTICLE 5 – CONSTRUCTION PHASE SERVICES

The ENGINEER shall provide the following services:

1. **Pre-Construction Conference** – The ENGINEER will attend the pre-construction conference, prepare an agenda conforming to NHDOT Pre-construction conference checklist and prepare meeting minutes to distribute.
2. **Construction Correspondence** – The ENGINEER will answer Requests For Information (RFI's) regarding site work including but not limited to: Utilities such as septic, electrical, water, and site work questions.
3. **Shop Drawing Review** – The ENGINEER will review shop drawings regarding site work.
4. **Resident Engineer Support** – The ENGINEER will visit the site as needed for at least (4) bi-weekly meetings and will include site visits for site work inspection during this time.
5. **Construction Progress Inspection Reports** – The ENGINEER will submit a

construction progress inspection report on a monthly basis during construction to the NHDOT.

6. **Final Inspection** – The ENGINEER will complete a final inspection walk-through of the project upon completion with the City of Claremont, NHDOT and the contractor.
7. **Update ALP** – The ENGINEER will update the Airport Layout Plan to show the footprint of the new building upon completion of the project.
8. **Project Completion Report** – The ENGINEER will complete a project completion report at the end of the project in order to close out the project.

Attachments:

Attachment A: Warrenstreet Architect, Inc. Scope and Fee

Attachment B: Septic Design Scope and Fee

Attachment C: Summary of Fee – Overall

ATTACHMENT A

Warrenstreet Architect, Inc. Scope and Fee

WARRENSTREET ARCHITECTS

November 21, 2017

Ms. Amie Gray, PE
Project Engineer
Stantec
482 Payne Road , Scarborough Court
Scarborough ME 04074-8929
Phone: (207) 887-3434
Cell: (207) 740-2520
Amie.Gray@stantec.com

**RE: PROPOSALS A/E SERVICES FOR PROPOSED
CLAREMONT TERMINAL BUILDING, CLAREMONT, NH**

Dear Ms. Gray,

Warrenstreet is pleased to submit for your consideration our Design Services Proposal relative to the design of the building project mentioned above.

With tremendous enthusiasm, Warrenstreet has been providing Planning, Architecture, Landscape Architecture and Interior Design Services for an array of projects in and around New England for more than 27 years. We pride ourselves on thoughtful planning, innovative design, and above all, respectful collaboration. Our unique employee-owned cooperative business structure is a testament to our commitment to an imaginative and personable approach that builds a solid team!

As previously discussed, we have included the services of Cost Estimating, Geotech, Environmental, Structural, Civil, HVAC, Electrical and Plumbing Engineers that are fluent in planning for a project effort of this size and importance. Warrenstreet is confident that this proposed Team will deliver exceptional services, with the goal of working together to seek an innovative and responsible design solution for this project.

The proposed Consultants we have included for this proposal include:

- TF Moran, Inc/ Structural Engineering
- WV Engineering Associates PA / Mechanical, Plumbing, Electrical and Fire Protection Engineering
- Marc Jobin Consulting/ Estimating



- **M&W Soils/ Construction Testing & IBC Special Inspections, Geotechnical**
- **RPF Associates/ Hazardous Materials Survey**

We are confident that the Warrenstreet Team will deliver exceptional services for this project, working with you to seek innovative and responsible design solutions that are mindful of meeting your goals, budget and schedules for this project. A few additional factors that we feel make us uniquely qualified for this project include:

- **Our central New Hampshire presence** which will enhance our ability to be responsive to the daily needs of this project.
- **Our Team's strong belief and background with sustainable "green" building design techniques and commissioning of renovation projects.** Our project team members have both LEED and EDAC certifications and will provide the most energy efficient solution within your budget for this project.
- **Our long-standing working relationships** with our proposed Project Team members.
- **Our current availability and workload** which will allow this project to remain in a prominent and priority position.
- **Our commitment as a true partner to the City of Claremont** and this project.

We invite you to learn more about Warrenstreet and the projects we have had the pleasure of being involved with by visiting our website at www.warrenstreet.coop.

We hope that you find our relevant project knowledge and experience, demonstrative of our strong familiarity with the unique processes of architectural planning, design, and construction. We are eager to assist you in working through this process and assisting the **Stantec and the City of Claremont** with what can and should be a seamless step by step progression towards meeting your goals. We want to thank you for your interest and consideration of the Warrenstreet Team. We believe this to be an exciting project and welcome the opportunity to assist you in moving forward.

Respectfully,

WARRENSTREET ARCHITECTS, INC.



Jonathan Halle, AIA, ASLA, LEED AP
Principal Architect & Landscape Architect
Managing Member

Encl.

TECHNICAL PROPOSAL

PROJECT UNDERSTANDING

The client proposes to demolish the existing terminal building and hangar and replace it with one building to house a modest terminal for the airport. The construction budget for the project is approximately \$612,000.00, with the building being specifically +/- \$370,000. Warrenstreet will be tasked to validate the assumptions of the demolition, site improvements, building space programming and building design that can be quantified and vetted for a summer 2018 construction project.

PROJECT APPROACH

The Warrenstreet Team will facilitate discussions that will:

- Identify the needs of the airport user,
- Graphically show how a new building can provide for better service to the public and safety of the airport visitor,
- Effectively house the building program needs of a new terminal building,
- Assist in the Development with a cost budget for the ultimate solution.

Project Assumptions include:

- Warrenstreet and sub-consultants are contracted to Stantec (the Prime),
- Stantec will be responsible for site design, septic, utilities design and permitting,
- It is expected that this initial planning process will be completed within 6 weeks of contract approvals,
- The construction delivery method will be a public bid process,
- This Construction Budget is not to exceed \$612,000.00,
- The project's funding is pending.

It is our understanding that this project will be governed by the following State and Local codes:

- 2009 International Building Code (IBC)
- 2009 International Energy Code
- 2009 NFPA Fire Code 1
- 2015 NFPA Life Safety Code

SCOPE OF WORK

Project Administration Services:

Warrenstreet and their Consulting Engineers offer a menu of standard services itemized below. These services may or may not be provided as a complete package. This Technical Proposal is intended to outline those services deemed necessary or required for the specific project per the limited information we presently have available about the scope and effort to be undertaken.

Warrenstreet will provide these administrative and contractual services, providing the necessary management structure for the project to advance in a clear and concise manner:

- Overall project management and administration
- Owner & Consultant coordination
- Coordination of Owner supplied materials
- Coordination of permitting efforts

Additional services to the standard agreement would include, unless specified otherwise:

- Facilitation of project presentations
- Special presentation as yet to be identified

Predesign Services:

Our Team will review the previous reports, designs, and programming furnished by the City of Claremont to ascertain the requirements of the project and shall arrive at a mutual understanding of the project requirements. Our Team will provide a preliminary evaluation of the Owners program, schedule, and construction budget, each in terms of the other, and will recommend alternative approaches to design and construction of the overall project effort. The Clinet will provide Warrenstreet with programming documents for their use. The Team will visually field verify existing site and existing building conditions for establishing base documents for this design effort. These services are exploratory in nature (and do not include any demolition to expose hidden issues), establishing a benchmark for the design services to follow:

- Existing facilities surveys
- Programming
- Space schematics and flow diagrams
- Site development and utilization studies

Additional services to the standard agreement would include:

- Planning and zoning processing assistance
- Site analysis and selection
- Site development and utilization studies
- On and off-site utility studies
- Environmental Hazmat and wetland studies
- Energy studies
- Site surveying

PHASE I – ESTABLISH GOALS AND DETERMINE FEASIBILITY

TASK 1: BUILDING PROGRAM & SITE ANALYSIS

- **START-UP MEETING**

Upon Selection of the Warrenstreet Team, we will organize a start-up meeting with the department staff, building committee, town officials, stakeholders, users, and governmental leaders. The agenda of this meeting will be to review the findings of previous studies, the building program and goals, project budgets, discuss site and building concerns, and confirm the project timeline and scope, and finally set points of contact within the team (designers and owners). It is anticipated the owner will provide any past information on the building and/or site as well as a specific contact for the design team. It is also understood, that the study schedule will require 2-3 scheduled meetings and that the building committee will make themselves available to meet as required for the duration of the project.

- **DATA GATHERING**

Following the start-up meeting the design team will review all past information related to the project. The team will also gather information related to the project such as utilities, property amenities, and site condition, and begin an assessment of the potential development of the new facility concept. The Consulting Team will visit and visually observe the existing condition of the property and provide a summary evaluation of their findings. The review will include:

- Site Access
- Building and Life Safety Codes
- ADA Accessibility
- Environmental Quality

Prior to start of conceptual design, during the observation portion of the work, Warrenstreet and the consulting Team will walk the site with the client and stakeholders to review property amenities, relevant site anomalies, as well as general existing conditions. The goal of this visit will be to ensure the program is relevant and achievable in terms or the reuse of the site and existing structures.

- Timeline: 2 weeks
- Assumed Meetings: (1) One
- Deliverable: Written Report

TASK 2: PROGRAMMING

As part of the programming exercise, we would seek to identify and define space and adjacency needs. We would interview stakeholders and perform research to create a detailed list and diagram of spaces, adjacencies, circulation and flow.

- **CONCEPTUAL DESIGN OPTIONS**

The Warrenstreet Team will prepare conceptual design options for site and building development based on meetings and data gathered. These options will be diagrammatic plans to be used to discuss options and issues with the building committee. It is anticipated that a preferred option, typically with several adjustments, will be agreed upon at this meeting for further development.

- Timeline: 2 weeks
- Assumed Meetings: (1) One
- Deliverable: Written Report and Graphic Diagrams/ Concept Plans

TASK 3: PRE-SCHEMATIC DESIGN/PROGRAM DEVELOPMENT

The conceptual design effort will create a viable plan using the programming data from tasks 1 and 2. Included with the conceptual design are multiple options. We will work with the Client to narrow down options, to find the "best", innovative and responsible solution to the design problem.

- **DESIGN EFFORT**

The Warrenstreet team will develop the agreed upon conceptual design with adjustments from stakeholders, users and committee comments and/or direction from preceding efforts. This

phase will further develop the building and site plan indicating major development features and proposed strategies.

- Timeline: 2 weeks
- Assumed Meetings: (1) one
- Deliverable: Written Report and rendered plans

TASK 4: COST ESTIMATE / GRAPHIC PRESENTATION

Based on a mutually agreeable design, including but not limited to site concept, building plan and building elevations elevation; the cost estimator will develop a CSI format estimate covering the full scope of construction.

- Timeline: 2 weeks (Goal January 15, 2018)
- Assumed # of Meetings: (1) One
- Deliverable: Written Estimate and digital files of conceptual design

PHASE II – DESIGN SCHEMATIC

Based on a mutually agreed-upon program, schedule, and construction budget requirements, the Team will prepare, for approval of the Client, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components. The Team will prepare, to the client, a preliminary opinion of probable construction costs, based on current area, volume and other unit costs. Warrenstreet will provide and coordinate all design and engineering disciplines specific to the design of this project including:

- Architectural Design
- Structural Design
- Mechanical Design
- Electrical Design
- Interior Design

Additional services to the standard agreement would include, unless specified otherwise:

- Survey
- Civil Design
- Landscape Design
- Graphic, Signage and way-Finding Design
- Materials Research and Specifications
- Furnishings Design, Procurement and Installation Coordination

- Timeline: 4 weeks
- Assumed # of Meetings: (1) One
- Deliverable: Written Estimate and digital files

PHASE III - DESIGN DEVELOPMENT

Based on the approved Schematic Design Documents and any adjustments authorized by the owner in the program, schedule, or construction budget, Warrenstreet shall prepare, for approval of the owner, design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural and consultant fields mentioned above and such other elements as may be appropriate. The Team will prepare, for the Client, a revised opinion of probable construction costs, based on the approved schematic design documents.

- Timeline: 4 weeks
- Assumed # of Meetings: (1) One
- Deliverable: Written Estimate and digital files

PHASE IV - CONTRACT DOCUMENTS

Contract Documents will include drawings and specifications sufficient to describe the extent of the work proposed as deemed necessary by Warrenstreet to meet the needs of the project and the contracting method chosen. The Team will prepare, for the Client, a revised opinion of probable construction costs, based on the approved Design Development documents. The Client's approval of the Scope of the Design Development Documents, Phasing and Alternates, as well as the construction estimate is required prior to start of this phase.

TYPICAL DELIVERABLES: CAD documents and written specifications manual in digital format, including but not limited to the following:

- Floor Plan(s), Reflected Ceiling Plan(s)
- Building Elevation(s)
- Building Section(s) and wall section(s)
- Detail(s) (as required)
- Finish Schedules
- Door and window Schedule(s)
- Interior Elevation(s)
- Material Finishes Selection Board
- Project Manual and Specifications

- Timeline: 4 weeks
- Assumed # of Meetings: (1) One
- Deliverable: Written Estimate and digital files

PHASE V – CONSTRUCTION BID AND NEGOTIATIONS

The Team, following the owner's approval of the construction documents and the latest opinion of probable costs, will assist the Client in obtaining bids and/ or negotiating proposals with prospective construction contractors, and will assist in the awarding and preparing a contract for construction. Upon

completion of the contract documents, which clearly define the projects design intent and the construction effort to be undertaken, Warrenstreet will provide the following services:

- Bidding and Proposal Documents
- Issuance of Addenda During Bid Process
- Analysis of Alternatives and Substitutions
- Facilitation of Pre-Bid Conference
- Bid/Proposal Evaluation and Recommendation
- Summary Report of Bid Process

Additional services to the standard agreement would include, unless specified otherwise:

- Distribution of Bidding Documents
- Contract Award
- Timeline: 4 weeks
- Assumed # of Meetings: (1) One
- Deliverable: Written Report

PHASE VI - CONSTRUCTION ADMINISTRATION

Warrenstreet is expecting to visit the construction site to review and become acquainted with the status of the project and adherence with the design intent, and to attend regular scheduled construction coordination meetings. The consulting Engineers will provide limited site inspections as part of their respective scopes of work.

The anticipated duration of the effort and the product produced at the end of the phase are as follows:

- **Timeframe:** Warrenstreet (2) two visits per month for the duration of the construction effort as defined in the cover letter, or otherwise specified. Consulting Engineers (2) Two times each total for the entire construction duration, or otherwise specified.

The Team will provide Shop drawing review for general compliance with contract documents. Warrenstreet will provide written clarification to the contractor and the owner during the construction process when there are questions as to the design intent. Warrenstreet will review of Requisitions for Payment, Change orders, advice on adherence to the construction schedule and other contractual management processes. Warrenstreet will provide final review of the project for compliance with the contract documents and provide issuance of a Certificate of Substantial Completion. As-built drawings are the responsibility of the general contractor. This contract shall terminate (30) thirty days after the issuance of the Certificate of Occupancy.

With the execution of a construction contract, Warrenstreet will provide these services:

- Administration
- Submittal Review and Coordination
- Site visitations: (#) Visits over (#) Month Construction Effort
- On-Site Representation of Consultants when necessary

- Payment Certification
 - Administration of Owner's Testing and Inspection Services
 - Issuance of ASI's and RFI's, and any Additional Supplemental Documentation
 - Administration of any Changes in Work
 - Administration of Project Closeout
-
- Timeline: 24 weeks
 - Assumed # of Meetings: (12) site visits
 - Deliverable: Written Meeting Minutes

WORK EXCLUDED FROM THIS PROPOSAL

The following scopes of work have been assumed unnecessary or outside of the standard design services agreement proposed within. Should any of these services be required they will be handled as an additional service outlined below.

- Permitting and Fees
- Third Party Code Review
- Civil Engineering
- Boundary and Topographic Surveying
- Traffic Study
- "LEED" Green Building Certification
- Archeological Study
- Environmental/Wetland Delineation
- Site Specific/ Alteration of Terrain Permitting
- Historic 106 Review
- Building Systems Commissioning
- Furniture, Fixtures and Equipment coordination
- Wall Hangings coordination
- CON Consultant (Certificate of Need)
- Acoustical Engineering
- Security Systems Design
- Hazardous Material Assessments/ Industrial Hygienist
- ICC Special Inspections
- Post Construction As-built Drawings
- Post-Construction Completion Assessments

THE FOLLOWING ITEMS ARE THE RESPONSIBILITY OF THE CLIENT:

- Printing costs during design effort beyond the deliverables listed above
- All permitting and Licensing related fees and related application expenses
- Site investigations for ledge, soil compaction and other geotechnical considerations
- All legal documentation required for the project (i.e. Title, Financing, etc.)

THE FOLLOWING ITEMS ARE THE RESPONSIBILITY OF THE CONTRACTOR:

- Coordination of warranties and manuals
- All construction related Fees and Permits
- As-Built Drawings
- Printing Costs of documents for Permitting and Construction

ADDITIONAL SERVICES TO THIS STANDARD PHASE I AND PHASE II SERVICES

Additional services, including further design efforts and reimbursable expenses will only be provided per subsequent agreement and written authorization of the City of Claremont. There are other services that may or may not be required of this project, that are not part of this base proposal. As a value-added service, and as further described within this scope of work, Warrenstreet can provide these services as an additional service:

- Startup assistance
- Record drawings
- Warranty review
- Administration of building commissioning (performance meetings if applicable)
- Post contract evaluation as requested

PROJECT SCHEDULE

Work will start upon receipt of signature of the contract, expected within 30 days. Each phase and task is contingent upon the approval of the preceding tasks. The Client acknowledges that the Schedule may need to be adjusted to meet certain approval and review meeting dates which are not determined at this time. The Client understands that Warrenstreet has no control over the approvals of the project and that delays in approvals will further delay any subsequent tasks to be undertaken. These delays and extensions beyond that estimated at this time may require additional compensation. This agreement is predicated on the following assumptions and timeline:

<u>SCOPE OF WORK</u>	<u>TIMELINE</u>	<u>TARGET DATES</u>
• Assumed Design Start Date:		November 27, 2017
• Phase I – Goals and Concept Design	6 weeks	TBD
• Phase II – Schematic Design	4 weeks	TBD
• Phase III – Design Development	4 weeks	TBD
• Phase IV – Construction Documents	4 weeks	TBD
• Phase V – Bidding and Negotiations	4 weeks	TBD
• Phase VI – Construction Administration	6 Months	TBD

PROPOSED DESIGN FEE INVESTMENT

The Investment in Warrenstreet for Services will be considered: **LUMP SUM**

- Requested Retainer (Applied to Final Payment): **WAIVED**

PHASE I – PROPOSED PROFESSIONAL FEES

- See Matrix fee Schedule dated November 1, 2107 attached.

OTHER CUSTOMARY DESIGN/ CONSTRUCTION RELATED FEES

Provided as Allowances for General Information Only, these are not included in this Proposal but can be added on an as-needed basis.

- **Project Civil/Site Permitting Fees:** State and Local Permitting fees including but not limited to DES, DOT, Wetland, Traffic, and Impact Fees. Allowance: NA
- **Project Building Construction Fees:** Local Building Permit Fees including but not Limited to Building, Electrical, Plumbing, and HVAC Mechanical. Allowance: NA

BILLING

Fees will be billed on a monthly basis as a percentage of the work completed or by task identified above. Reimbursable expenses are NOT included in the above Professional Fees and shall include direct expenditures made in the interest of the project such as travel, mileage, reproduction of drawings and reports, photography, postage, delivery charges, faxes, digital data discs and consultant fees, and will be billed against the not to exceed allowance above.

SIGNATURE

This Proposal and Fee is binding for 30 Calendar Days. The signature below is duly authorized to bind Warrenstreet Architects, Inc to this agreement. If the Proposal, Scope of Services, Schedule, Fee, Rate Schedule, and General Terms and Conditions meet with your approval, please sign below and initial each page, and return one copy to Warrenstreet's office. This signed agreement will constitute a contract and will act as notice to proceed.

Respectfully Submitted,

WARRENSTREET ARCHITECTS, INC.



Jonathan Halle, AIA, ASLA
Principal Architect/ Landscape Architect
Managing Member

November 21, 2017
Date

APPROVED FOR/ BY:
Stantec

Signature

Date

Print Name / Address / Telephone

**2017 WA Personnel Hourly Rate Schedule and Standard General Terms and Conditions Attached*

WARRENSTREET FEE BUDGET MATRIX - SCOPE OF WORK PROPOSAL

1-Nov-07

Claremont Terminal Building Replacement - Stantec

Labor Classification	Rates	Existing Conditions	Schematic Design	Design Development	Construction Documents and Specs	Bid/ CM Selection	Construction Admin	Post Construction	By Class
Staffing									
Project Architect I	\$160	6.9	17.2	13.8	13.8	2.1	15.1	0.0	68.8
Project Architect II	\$150	7.3	18.3	14.7	14.7	2.2	16.1	0.0	73.3
Project Manager	\$100	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Interior Designer	\$90	12.2	30.6	24.4	24.4	3.7	26.9	0.0	122.2
Intern Architect	\$70	15.7	39.3	31.4	31.4	4.7	34.6	0.0	157.1
Office Manager	\$70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
CAD/ Clerical	\$50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Meetings and Prep	\$100	11.0	27.5	22.0	22.0	3.3	24.2	0.0	110.0
Shop Drawing Review	\$100	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Site Visits/ Construction Admin	\$100	0.0	0.0	0.0	0.0	0.0	80.0	0.0	80.0
Other	\$0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Hours		53.1	132.9	106.3	106.3	15.9	196.9	0.0	611.4
WA Labor Cost		\$5,500	\$13,750	\$11,000	\$11,000	\$1,650	\$20,100	\$0	\$63,000
WA Direct Expenses (travel, phone, etc.)	\$0	\$250	\$250	\$250	\$750	\$250	\$2,200	\$0	\$3,950
Consultant - Structural Engineering	\$6,000	\$0	\$500	\$1,500	\$1,500	\$0	\$2,500	\$0	\$6,000
Consultant - MEP Engineering	\$13,500	\$1,350	\$3,375	\$2,700	\$2,700	\$405	\$2,970	\$0	\$13,500
Consultant - Estimator	\$2,400	\$0	\$1,500	\$0	\$900	\$0	\$0	\$0	\$2,400
Consultant - Industrial Hygienist	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Consultant - Civil Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consultant - Fire Protection/ 3rd party Review	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consultant - IBC Special Inspections/ Const Testing	\$5,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$5,000
Consultant - Building Commissioning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consultant - Geotechnical Borings	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
Other									
Consultant Fees Total		\$14,100	\$19,375	\$15,450	\$16,850	\$2,305	\$32,770	\$0	\$33,900
Total Fee and Expenses									\$100,850

Assumptions: ...

Summary of Scope of Work:
Warrenstreet and Consulting Engineers to be consultant to Stantec (Prime Contractor). The project budget is assumed to be \$611,000 plus a potential of \$100,000 city money for a commercial kitchen. The building budget is \$520k and assumed to be (B) business occupancy use, (5B) wood construction, single story, slab on grade with common frost walls. All survey and c/w/Site/Septic to be coordinated by Stantec. Design effort to be completed in no more than 16 weeks. Construction Administration

Team:		Notes:
1. Civil Engineering/ Site/ Septic plan:	NIC/ Stantec	Civil to do sitework estimating.
> Landscape Design:	NIC/ Stantec	
> Site Lighting Design:	NIC/ Stantec	
> Geotech Borings/ Survey:	M&W Soils	Minimal report based upon Hnagar results. Does not include 100' boring/ assumes DPW to dig test pits.
> Survey	NIC/ Stantec	
> Wetlands	NA	
2. Architecture:	Warrenstreet	Design 16 weeks, Construction 24 weeks.
3. Structural Engineering:	TF Moran, Inc	
Special Inspections:	M&W Soils	Premark and dig safe.
4. Mechanical/ Plumbing Engineering:	WV Engineering, Inc	
5. Fire Protection Design/ Outline Spec:	NA	No Fire Suppression planned, Fire Alarm to be included.
5. Electrical Engineering:	WV Engineering, Inc	
6. Estimating Services:	Jobin Construction Services	Building estimate at 50% and 90% design completion.
7. Hazardous Materials Surveys:	RPF Associates, Inc	Allowance of \$5,000 for report and sample testing.
8. Leeds Certification:	NA	
9. Building Commissioning:	NA	
10. General Construction Observation Notes		Permitting and/or Construction Fees are not included in the scope of work.

ATTACHMENT B

Septic System Design Scope and Fee

Table of Contents

1.	DESIGN SCOPE OF SERVICES	1
1.1	Conceptual Plan and Summary	1
1.2	Sewage Disposal Design Plan and Application	1
2.	MANAGEMENT AND MEETINGS.....	2
2.1	Submissions and Design Review Meetings	2
2.2	Coordination	3
3.	CONSTRUCTION MONITORING.....	3
4.	GENERAL PROJECT ASSUMPTIONS	3

1. DESIGN SCOPE OF SERVICES

1.1 Conceptual Plan and Summary

- a. Review available existing conditions base map information for use showing the proposed building and site layout for a portion of the lot only (where the proposed septic system is planned for near the building).
- b. Travel to site and conduct site observation and evaluation to confirm current existing conditions information of base plan. Update base plan as necessary based upon field observations.
- c. Prepare conceptual layout and grading plan for the sewage disposal location and proposed parking lot. (Assume one (1) sheet).
- d. Identify design issues related to the layout, such as utility relocations, grading impacts, etc.
- e. Coordinate with Claremont Municipal Airport relative to sewage disposal impacts upon the proposed site design layout including parking design.
- f. Prepare summary information memorandum of the design that identifies design assumptions, assumed design impacts, considerations for design modifications (if any), and work necessary for design of disposal system completion, subsurface sewage disposal permit application submission, and construction. Submit plans and summaries to Claremont Municipal Airport for review.

1.2 Sewage Disposal Design Plan and Application

- a. Address review comments received from Claremont Municipal Airport on the concept design.
- b. Conduct and observe test pits on site at the preferred sewage disposal location. Assume three (3) test pits maximum with field work completed in one day. It is assumed that Claremont Municipal Airport will assist with identifying locations of existing utilities in the selected area in conjunction with notification to DIGSAFE prior to conducting test pits. It is assumed that the test pits will be conducted adjacent to or outside paved areas if possible. If needed to be conducted in pavement, the pavement will be saw cut as necessary to conduct the test pits/perc tests, and pavement patch will be installed as the surface restoration. See general assumptions for exclusions.

-
- c. Update sewage disposal information at preferred location based upon the test pits and percolation test results. Prepare preliminary design plan and details for the preferred location.
 - d. Address review comments received from Claremont Municipal Airport on the preliminary design plan and details.
 - e. Prepare final sewage disposal design plans. Assume two sheets (to depict plan layout, profiles and cross-sections, and details).
 - f. Address review comments received from Claremont Municipal Airport.
 - g. Upon approval from Claremont Municipal Airport, prepare sewage disposal application to NHDES Subsurface Bureau (including fees) along with final plans for review.
 - h. Address review comments received the NHDES Subsurface Bureau.

2. MANAGEMENT AND MEETINGS

Stantec will manage the project, its own resources, and all subconsultants under contract with Stantec. Management will include allocation of resources to meet agreed upon schedules and milestones, design progress compared to budget expenditure and coordination with Claremont Airport project team members. Specifically, project management activities budgeted for and assumed are as follows:

- a. Project startup, initial project schedule and kickoff meeting.
- b. Coordinate closeout of project, including satisfactory delivery of files, reports, plans etc. for each phase.

2.1 Submissions and Design Review Meetings

- a. Assume initial submission of documents (conceptual designs and summaries) to Claremont Municipal Airport. Assume one (1) meeting in Claremont with Airport to present and review design, obtain comments and select preferred location.
- b. Assume submission of preliminary design plan for preferred location to Claremont Airport. Upon approval of preliminary design, prepare final design.
- c. Submission of final design documents to Claremont Airport for review and approval.
- d. Submission of final design documents to NHDES for review and approval, with copies to Claremont Airport.
- e. Submit final design plans to Claremont Airport in AutoCAD format.

2.2 Coordination

- a. Coordinate with Claremont Airport relative to utilities for the project.
- b. Coordinate with Claremont Airport relative to conducting test pits and percolation tests at the site.
- c. Coordinate with the NHDES on the application submission and status for the project.
- d. Coordination with Claremont Airport relative to conducting construction observation during the septic system installation.

3. CONSTRUCTION MONITORING

- a. Travel to site and conduct site observation and evaluation of the septic system installation during construction. Assume two (2) site visits.
- b. Prepare construction monitoring reports of the site observations for septic system. Assume two (2) reports to be provided.

The Stantec team has utilized these assumptions in deriving the fee proposal for this project. The assumptions are as follows:

4. GENERAL PROJECT ASSUMPTIONS

- a. The Scope and Fee is developed assuming that the current septic system is to be replaced and upgraded to address the proposed terminal building facilities (Café, kitchen, offices, etc.) identified by the Claremont Municipal Airport. The proposed septic system will be generally in the same location as the current system, which has been operating properly.
- b. The design services include conducting test pits and percolation tests to confirm the selected conceptual septic design elements, completion of the design as necessary based upon test pit results, preparation of a preliminary septic design plan for review by the Claremont Municipal Airport, and preparation of a final septic design plan and application, and submission to NHDES for approval including applicable fees. It is assumed that the men and equipment to perform the excavation and backfilling for the test pits and percolation tests and pavement sawcutting and pavement patching will be provided by others.
- c. It is anticipated that the design for the replacement septic system will impact and require reconstruction of the existing parking areas. A conceptual design will be developed showing proposed grading and layout for the parking area. It is assumed

that the conceptual plans will be hand sketches and markups for discussion with no CAD work.

- d. Sewage disposal locations will be based upon meeting current setback requirements of the NHDES. If waivers and/or easements are required based upon the constraints, they will be identified to the extent possible in the conceptual design. Waiver(s) and/or easement(s), as accepted, will be indicated on the plans prepared under the final design.
- e. It is anticipated that relocation of existing utilities within the subject lot, including the water line serving the building may be necessary. The proposed relocation of utilities will be shown as conceptual on the conceptual design plan. Utilities to be relocated, as accepted, will be indicated on the plans prepared under the final design.
- f. It is assumed that the proposed building will be served by municipal water.
- g. The task contract completion will occur within six (6) months following the Notice to Proceed.
- h. Stormwater treatment design is not anticipated with the project and any required stormwater treatment is anticipated to be addressed by Claremont Municipal Airport as part of the site improvements in the area.
- i. It is assumed that this project will not impact any of the following: wetlands (not anticipated to be impacted), historic resources (not anticipated to be impacted), archeological resources (none anticipated) and contaminated soils (none anticipated). Any work related to these issues is beyond this scope of services.
- j. Confirmation of the suitability of the conceptual sewage disposal location will require conducting test pits and percolation tests with acceptable results.
- k. Design and permitting of a suitable septic system location will require the preparation of plans, details, and application along with submission to NHDES Subsurface Systems Bureau with applicable fees for approval, and these services are included in the scope of services. It is assumed that approval for the submitted application to NHDES can occur within 30 days of the initial submission and that an electronic submission to NHDES Subsurface Systems Bureau will not be required.
- l. Drawings and Contract Documents (in Claremont Municipal Airport format), Opinion of Construction Cost, and Quantities Estimate and construction phase services for the project are not included in this scope of services.
- m. It is assumed that Claremont Municipal Airport, with assistance from Stantec, will coordinate on the selection of the preferred sewage disposal location; conducting of

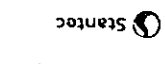
test pits and percolations tests at the subject property, and obtaining necessary property Owner endorsements for applications, waivers and/or easements.

- n. It is assumed the plans will sufficient for construction. Specifications or special provisions for the proposed sewage disposal system for inclusion in bidding documents is not included in this scope of services.
- o. It is assumed that there is no City fee imposed or associated with the conducting of the test pits for the septic design, review of the septic design or installation of the proposed septic system.

Assume NO City fee to install traffic system.
 Assume 15 sets at 2 inches each (padding/tying) 100 SF @ \$0.75/SF = 120
 (padding) 500 sets @ \$0.55/sets = 275
 Assume 15 sets at 2 inches each (padding/tying) 100 SF @ \$0.75/SF = 120
 (padding) 500 sets @ \$0.55/sets = 275
 TOTAL EXPENSES = 735

Task	Description	Project in Charge	Project Manager	Senior Engineer/Architect	Project Engineer/Architect	Engineer/Architect	Technician	Staff	Contract Labor
1.1	Design Scope of Services								
1.1.1	Conceptual Plan and Summary								
1.1.2	Conceptual Plan and Summary								
1.1.3	Conceptual Plan and Summary								
1.1.4	Conceptual Plan and Summary								
1.1.5	Conceptual Plan and Summary								
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Job No: 1827104
 Date: 11/18/17
 By: Michael Lamb
 Checked: Dennis Fortin
 Prepared:





Stantec Consulting Services Inc.
482 Payne Road Scarborough Court
Tel: (207) 883-3355
www.stantec.com

Summary of Fees for Engineering Services

Claremont Municipal Airport
Claremont, New Hampshire
Claremont Terminal Building
NH SBG Project No. 02-09-2018

Article 1: Design, Drawings and Specifications	\$93,158
Article 2: Environmental Services	\$1,117
Article 3: General Administration	\$10,412
Article 4: Bidding and Arrangement for Construction	\$7,101
Article 5: Construction Phase Services	\$43,490

Total Engineering Services Fee: \$155,278



Stantec Consulting Services Inc.
 482 Payne Road Scarborough Court
 Tel: (207) 883-3355
 www.stantec.com

Fee Schedule for
 Engineering Services

Claremont Municipal Airport
 Claremont Terminal Building
 NH SBG Project No. 02-09-2018
 195211045

Article 1: Design, Drawings and Specifications

TASK	DISCIPLINE	Project Manager	Senior Electrical Engineer	Electrical Engineer	Senior Environmental Analyst	Civil Engineer	Surveyor	Senior Engineering Technician	Administrative / Clerical
1.0	Survey					10	10		
2.0	Existing Conditions Plan							16	
3.0	Site Plan	21				8		16	
4.0	Septic Design and Permitting (See scope below)	8							
5.0	Cost Estimate					4			
6.0	Specifications	20							
7.0	Construction Safety and Phasing Plan and Narrative, submit to OEAAA	12							
8.0	Preliminary Submittal	4				4			
9.0	Utility Coordination	8							
TOTAL HOURS		54	0	0	0	26	10	32	0
Hourly Rate		\$36.00	\$60.00	\$39.00	\$41.00	\$35.00	\$38.00	\$34.00	\$22.00
Direct Labor Cost		\$1,944.00	\$0.00	\$0.00	\$0.00	\$910.00	\$380.00	\$1,088.00	\$0.00

Article 1: Expense Worksheet

Task 1.0				
<u>Trips</u>	<u>Miles</u>	<u>\$ per mile</u>		<u>Total</u>
1	325	\$0.57		\$183.63
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		
0	0	\$100.00		\$0.00
<u>Days</u>	<u>People</u>	<u>Meals</u>		
1	2	\$34.50		\$69.00

Outside Services:	
Stantec Septic Design (see attached scope)	\$12,445.00
Architectural Design (Incl. Elec, MEP & Structural)	\$68,080.00
TOTAL OUTSIDE SERVICES	\$80,525.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$4,322.00
OVERHEAD @ 160.4%	\$6,932.49
FIXED FEE @ 10%	\$1,125.45
TOTAL LABOR COST	\$12,379.94

Expense Summary:	
TOTAL EXPENSES	\$252.63

USE: \$93,158



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Fee Schedule for
 Engineering Services

Claremont Municipal Airport
 Claremont Terminal Building
 NH SBG Project No. 02-09-2018
 195211045

Article 2: Environmental Services

TASK	DISCIPLINE	Project Manager	Senior Electrical Engineer	Electrical Engineer	Senior Environmental Analyst	Civil Engineer	Surveyor	Airport Planner	Administrative Clerical
1.00	Alteration of Terrain Permit								
A	Permit Waiver	2			2				
2.00	Int Gov. Agency Coordination								
A	US Fish and Wildlife Correspondence	2			4				
TOTAL HOURS		4	0	0	6	0	0	0	0
Hourly Rate		\$36.00	\$60.00	\$39.00	\$41.00	\$35.00	\$38.00	\$30.00	\$22.00
Direct Labor Cost		\$144.00	\$0.00	\$0.00	\$246.00	\$0.00	\$0.00	\$0.00	\$0.00

Article 1: Expense Worksheet

Task 1.0			
Trips	Miles	\$ per mile	Total
0	325	\$0.57	\$0.00
Nights	People	Lodging Per Night	
0	0	\$100.00	\$0.00
Days	People	Meals	
0	0	\$34.50	\$0.00

Outside Services:	
Task X.0:	\$0.00
Task X.0:	\$0.00
TOTAL OUTSIDE SERVICES	\$0.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$390.00
OVERHEAD @ 160.4%	\$625.56
FIXED FEE @ 10%	\$101.56
TOTAL LABOR COST	\$1,117.12

Expense Summary:	
TOTAL EXPENSES	\$0.00

USE:	\$1,117
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Fee Schedule for
 Engineering Services

Claremont Municipal Airport
 Claremont Terminal Building
 NH SBG Project No. 02-09-2018
 195211045

Article 3: General Administration

TASK	DISCIPLINE	Project Manager	Senior Electrical Engineer	Electrical Engineer	Senior Environmental Analyst	Civil Engineer	Airport Planner	Senior Engineering Technician	Administrative Clerical
1.0	Scope of Services, Fee and Contract	12				4			
2.0	Prepare for and Attend Scoping Meeting	16					8		1
3.0	NHDOT Grant Applications	4				2	8		2
4.0	Intergovernmental Agency Review								
A	Executive Order 12372	1			2				
B	US Fish and Wildlife Coordination	1			2				
C	NH Historical Resources Coordination	8					8		
5.0	Process Reimbursement Requests	10							
6.0	Project Administration	10							6
TOTAL HOURS		62	0	0	4	6	24	0	9
Hourly Rate		\$36.00	\$60.00	\$39.00	\$41.00	\$35.00	\$30.00	\$34.00	\$22.00
Direct Labor Cost		\$2,232.00	\$0.00	\$0.00	\$164.00	\$210.00	\$720.00	\$0.00	\$198.00

Article 1: Expense Worksheet

Task 1.0			
Trips	Miles	\$ per mile	Total
1	325	\$0.57	\$183.63
Nights	People	Lodging Per Night	
1	1	\$100.00	\$100.00
Days	People	Meals	
1	1	\$34.50	\$34.50

Outside Services:	
Task 7.0: DBE Plan	\$0.00
TOTAL OUTSIDE SERVICES	\$0.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$3,524.00
OVERHEAD @ 160.4%	\$5,652.50
FIXED FEE @ 10%	\$917.65
TOTAL LABOR COST	\$10,094.15

Expense Summary:	
TOTAL EXPENSES	\$318.13

USE:	\$10,412
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Fee Schedule for
 Engineering Services

Claremont Municipal Airport
 Claremont Terminal Building
 NH SBG Project No. 02-09-2018
 195211045

Article 4: Bidding and Arrangement for Construction

TASK	DISCIPLINE	Project Manager	Senior Electrical Engineer	Electrical Engineer	Senior Environmental Analyst	Civil Engineer	Airport Planner	Senior Engineering Technician	Administrative Clerical
1.0	Prepare Electronic Versions of Bid Documents for City Purchasing Website	2							2
2.0	Manage Secure FTP Hosting of Bid Documents and Maintenance of Bidders List	4							4
3.0	Prepare 4 Paper Sets of Bid Documents	2							
4.0	Prepare Bid Advertisement	4							
5.0	Respond to Questions from Bidders / Addenda	8							2
6.0	Pre Bid Conference	8							
7.0	Bid Analysis and Summary	8							
8.0	Prepare Construction Contracts	2							4
9.0	Prepare Conformec Set of Drawings	8							4
10.0	Prepare Construction Cost Estimate	4							
11.0	Submit OEAAA	6							
TOTAL HOURS		56	0	0	0	0	0	0	16
Hourly Rate		\$36.00	\$60.00	\$39.00	\$41.00	\$35.00	\$30.00	\$34.00	\$22.00
Direct Labor Cost		\$2,016.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00

Article 1: Expense Worksheet

Task 1.0	Miles	\$ per mile	Total
1	325	\$0.57	\$183.63
Nights	People	Locking Per Night	
1	1	\$100.00	\$100.00
Days	People	Meals	
1	1	\$34.50	\$34.50

Outside Services:	
Architctural Services	\$0.00
	\$0.00
TOTAL OUTSIDE SERVICES	\$0.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$2,368.00
OVERHEAD @ 160.4%	\$3,798.27
FIXED FEE @ 10%	\$616.63
TOTAL LABOR COST	\$6,782.90

Expense Summary:	
TOTAL EXPENSES	\$318.13

USE:	\$7,101
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Fee Schedule for
 Engineering Services

Claremont Municipal Airport
 Claremont Terminal Building
 NH SBG Project No. 02-09-2018
 195211045

Article 5: Construction Phase Services

TASK	DISCIPLINE	Project Manager	Senior Electrical Engineer	Electrical Engineer	Senior Environmental Analyst	Civil Engineer	Airport Planner	Senior Engineering Technician	Administrative Clerical
1.0	Pre Construction Conference	12							
2.0	Construction Correspondence	8							
3.0	Shop Drawing Review	8							
4.0	Resident Engineer Support					32			
5.0	Construction Progress Inspection Reports	2				16			
6.0	Final Inspection	8							
7.0	Update ALP	2							4
8.0	Project Completion Report	2				6			
TOTAL HOURS		42	0	0	0	54	0	4	0
Hourly Rate		\$36.00	\$60.00	\$39.00	\$41.00	\$35.00	\$30.00	\$34.00	\$22.00
Direct Labor Cost		\$1,512.00	\$0.00	\$0.00	\$0.00	\$1,890.00	\$0.00	\$136.00	\$0.00

Article 1: Expense Worksheet

Task 1.0			
Trips	Miles	\$ per mile	Total
3	325	\$0.57	\$550.88
Nights	People	Lodging Per Night	
0	1	\$100.00	\$0.00
Days	People	Meals	
1	1	\$34.50	\$34.50

Outside Services:	
Architectural Construction Admin	\$32,770.00
	\$0.00
TOTAL OUTSIDE SERVICES	\$32,770.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$3,538.00
OVERHEAD @ 160.4%	\$5,674.95
FIXED FEE @ 10%	\$921.30
TOTAL LABOR COST	\$10,134.25

Expense Summary:	
TOTAL EXPENSES	\$585.38

USE:	\$43,490
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AUTHORIZATION FOR ADDITIONAL SERVICES

		Date	26 October 2018
STANTEC	STANTEC CONSULTING SERVICES INC.	STANTEC Project #	195211045
		STANTEC Pipeline #	634367
	482 Payne Road, Scarborough Court, Scarborough ME 04074-8929 Ph: (207) 887-3434 Fx: email: amie.gray@stantec.com		
CLIENT	CITY OF CLAREMONT	Client Project #	SBG-02-10-2018
	100 Broad Street, Claremont NH 03743 Ph: (603) 642-7012 Fx: email: firechief@claremontnh.com		
Project Name and Location:	Demolition of 100-ft x 60-ft Terminal Building/Hangar and Construct Approximately 1,800 square foot Terminal Building Claremont, NH	Change Order #	1

This is authorization for STANTEC to perform additional services on the project as noted above.

- A. STANTEC agrees to perform the following additional service(s):
Complete a context study "Hangar Flying at Claremont Airport" from 1927-1945 as historical mitigation for demolishing the existing hangar/terminal building and other additional services as outlined in the attached.
- B. CLIENT agrees to compensate STANTEC for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:
Lump Sum \$22,962
- C. All other terms and conditions of the original agreement shall remain in full force and effect.

Effect on Schedule: Completion December 30, 2019

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

STANTEC CONSULTING SERVICES INC.

CITY OF CLAREMONT

James E. McLaughlin, Principal
 Print Name and Title
 Signature:
 Date Signed: 11/9/18

Ryan W. McNutt, City Manager
 Print Name and Title
 Signature:
 Date Signed: 11/9/18

**SUPPLEMENTAL AGREEMENT 1
CLAREMONT MUNICIPAL AIRPORT
CLAREMONT, NEW HAMPSHIRE**

**PROPOSED PROJECT: DEMOLITION OF 100-FT X 60-FT TERMINAL
BUILDING/HANGAR AND CONSTRUCT APPROXIMATELY 1,800 SQUARE FOOT
TERMINAL BUILDING
HISTORICAL MITIGATION CONTEXT STUDY**

SCOPE OF SERVICES

The following scope of services is based on the demolition of the existing 100-ft X 60-ft Terminal Building/Hangar and proposed construction of an approximately 1,800 square foot Terminal Building on the same site. This scope includes efforts associated with completing a context study for historical mitigation for demolishing the existing hangar/terminal building.

ARTICLE 1 – GENERAL ADMINISTRATION

1. **Scope of Services, Fee and Contract** - The ENGINEER will prepare a Supplemental Agreement including a detailed work scope narrative and itemized fee schedules for submission to the OWNER and the NHDOT for review and comment. The ENGINEER will finalize the Scope of Work based upon these comments and submit the final Scope of Work to the Owner and NHDOT. The ENGINEER will incorporate the approved final Scope of Work into the contract between the Owner and the ENGINEER. The ENGINEER will execute its contracts with its historical subconsultant, upon receipt of executed contract from the Owner.
2. **NHDOT State Block Grant Application** – This grant application will include efforts associated with the context study and the construction phase of the project. The ENGINEER will prepare four (4) copies of the formal NHDOT State Block grant application including letters of transmittal, Standard Form 424, Standard Form 5100-100, project narrative, cost estimate, project schedule, location sketch, statement of environmental action, statement of airport user coordination, statement of intergovernmental coordination, statement of OWNER DBE program status, sponsor certifications, and grant assurances. The ENGINEER will submit the grant application to the OWNER with transmittal letters for signatures and forwarding to the FAA and NHDOT. The ENGINEER will review the federal grant offer and assist the OWNER in complying with the terms and conditions of the grant offer.
3. **Reimbursement Requests** - The ENGINEER will prepare the federal and state reimbursement requests using FAA and NHDOT Forms, including letters of transmittal to the FAA and NHDOT. The ENGINEER will compile the sponsor administration costs, engineering costs, subconsultant costs and construction costs. The ENGINEER will submit copies of each reimbursement request package to the OWNER with transmittal letters for signature and forwarding to the NHDOT for payment. It is anticipated that a total of three (3) reimbursement request packages including the final reimbursement request will be prepared and submitted during this project.

- 4. Project Administration** - The ENGINEER will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The ENGINEER will approve and process invoices received from their subconsultants. The ENGINEER will prepare and submit monthly invoices to the OWNER for services provided to the OWNER and for costs incurred by the ENGINEER including subconsultants. It is anticipated that a total of two (2) invoices will be prepared and submitted during the course of the project.

ARTICLE 2 – MEMORANDUM OF AGREEMENT

- 1.** The ENGINEER will prepare a draft Memorandum of Agreement (MOA) detailing the approved mitigation context study and schedule. This MOA will be submitted to the OWNER and NHDOT for review and comment. The ENGINEER will revise the MOA based on comments received and submit the final MOA for signature by the OWNER, NHDOT, NH Division of Historical Resources (NHDHR), and FAA. NHDOT will facilitate the signature process with NHDHR and FAA.

Stantec's scope and fee for the supplemental work (including Articles 1-4) is included as Attachment A.

ARTICLE 3 – CONTEXT STUDY

The ENGINEER shall provide the following services:

- 1. Data Collection** – The historical subconsultant will review historic photos, old brochures, airplane information in and around the study timeframe, input from the aviation museum, firsthand account/comments, existing historical study and Individual Area Form for the Claremont hangar, and additional historical information on the Claremont hangar.

Data collected by the historical subconsultant could potentially identify the patrons/clients/customers using the airport and the aerial activities they were conducting. Other sources such as newspapers, oral interviews of participants or other family members, will also be researched that might shed light on the flight activities and their functional role in the business of the various agencies, companies, and individuals at and using Claremont Municipal Airport. Anecdotes or stories, where available, will be included that tie to the Claremont Municipal Airport.

The ENGINEER will supply existing information from the previous hangar/terminal building study and Individual Area Form to the historical subconsultant. The ENGINEER will coordinate with the subconsultant primarily via email and telephone throughout the project.

- 2. Context Study Report** – The historical subconsultant will prepare a draft report that interprets the findings from the data collection efforts. The ENGINEER will review the draft report and submit a copy of the draft report to the OWNER and NHDOT for their review and

comment. Revisions will be made by the historical subconsultant based on comments received and three (3) copies (one copy each to OWNER, NHDOT, and ENGINEER) of the final report will be submitted.

The historical subconsultants scope of work and fee is included in Attachment B.

ARTICLE 4 – WARRENSTREET ADDITIONAL SERVICES

1. Warrenstreet Architects shall provide services as described below and as outlined in a letter from Warrenstreet Architects dated October 29th, 2018 included as Attachment C:
 - TFMoran (subconsultant to Warrenstreet Architects) - \$960 – Structural redesign after removal of restaurant from scope; and
 - RFP Engineering (subconsultant to Warrenstreet Architects) - \$360 – Additional specification titled “Asbestos Abatement & Related Work” after field investigations determined the existence of hazardous materials in the hangar to be demolished.

ATTACHMENT A

Fee Proposal



Stantec Consulting Services Inc.
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Summary of Fees for Engineering Services

**Claremont Municipal Airport
Claremont, New Hampshire
Claremont Terminal Building
NH SBG Project No. 02-10-2018**

Article 1: General Administration	\$6,332
Article 2: Memorandum of Agreement	\$957
Article 3: Context Study	\$14,353
Article 4: Warrenstreet Additional Services	\$1,320

Total Engineering Services Fee: \$22,962



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Fee Schedule for Engineering Services

Claremont Municipal Airport
 Claremont Terminal Building
 NH SBG Project No. 02-10-2018
 195211045

Article 1: General Administration

TASK	DISCIPLINE	Project Manager	Senior Aviation Planner	CADD / Computer Technician	Administrative Clerical
1.0	Prepare Scope of Work and Contracts	4	12		
2.0	Prepare Grant Application	8	2		
3.0	Prepare Reimbursement Requests	2	6		
4.0	Project Administration	6	12		
TOTAL HOURS		20	32	0	0
Hourly Rate		\$40.00	\$42.00	\$34.00	\$25.00
Direct Labor Cost		\$800.00	\$1,344.00	\$0.00	\$0.00

Article 1: Expense Worksheet

Task 1.0			
Tolls	Miles	\$ per mile	Total
0	325	\$0.57	\$0.00
Nights	People	Lodging Per Night	
0	0	\$100.00	\$0.00
Days	People	Meals	
0	0	\$34.50	\$0.00

Outside Services:	
None	
TOTAL OUTSIDE SERVICES	\$0.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$2,144.00
OVERHEAD @ 168.49%	\$3,612.43
FIXED FEE @ 10%	\$575.64
TOTAL LABOR COST	\$6,332.07

Expense Summary:	
TOTAL EXPENSES	\$0.00

USE: \$6,332



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Fee Schedule for Engineering Services

Article 2: Memorandum of Agreement

TASK	DISCIPLINE	Project Manager	Senior Aviation Planner	CADD/Computer Technician	Administrative/Clerical
1.0	Memorandum of Agreement	6	2		
TOTAL HOURS		6	2	0	0
Hourly Rate		\$40.00	\$42.00	\$34.00	\$25.00
Direct Labor Cost		\$240.00	\$84.00	\$0.00	\$0.00

Article 1: Expense Worksheet

Task 1.0			
Trips	Miles	\$ per mile	Total
0	0	\$0.57	\$0.00
Nights	People	Lodging Per Night	
0	0	\$100.00	\$0.00
Days	People	Meals	
0	0	\$34.50	\$0.00

Outside Services:	
None	\$0.00
	\$0.00
TOTAL OUTSIDE SERVICES	\$0.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$324.00
OVERHEAD @ 168.49%	\$545.91
FIXED FEE @ 10%	\$86.99
TOTAL LABOR COST	\$956.90

Expense Summary:	
TOTAL EXPENSES	\$0.00

USE:	\$957
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Fee Schedule for Engineering Services

Claremont Municipal Airport
 Claremont Terminal Building
 NH 58G Project No. 02-10-2018
 195211045

Article 3: Context Study

TASK	DISCIPLINE	Project Manager	Senior Aviation Planner	CADD/Computer Technician	Administrative/Clerical
1.0	Data Collection		2		
2.0	Context Study Report	4	16		2
TOTAL HOURS		4	18	0	2
Hourly Rate		\$40.00	\$42.00	\$34.00	\$25.00
Direct Labor Cost		\$160.00	\$756.00	\$0.00	\$50.00

Article 1: Expense Worksheet

Task 1.0			
Trips	Miles	\$ per mile	Total
0	325	\$0.57	\$0.00
Nights	People	Lodging Per Night	
0	0	\$100.00	\$0.00
Days	People	Meals	
0	0	\$34.50	\$0.00

Outside Services:	
Philip Pendleton	\$11,500.00
TOTAL OUTSIDE SERVICES	\$11,500.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$966.00
OVERHEAD @ 168.49%	\$1,627.61
FIXED FEE @ 10%	\$259.36
TOTAL LABOR COST	\$2,852.97

Expense Summary:	
TOTAL EXPENSES	\$0.00

USE: \$14,353



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Fee Schedule for
 Engineering Services

Claremont Municipal Airport
 Claremont Terminal Building
 NH SBG Project No. 02-10-2018
 195211045

Article 4: Warrenstreet Additional Services

TASK	DISCIPLINE	Project Manager	Senior Aviation Planner	Aviation Computer Technician	Administrative / Clerical
1.0					
2.0					
3.0					
4.0					
5.0					
6.0					
7.0					
8.0					
TOTAL HOURS		0	0	0	0
Hourly Rate		\$40.00	\$42.00	\$34.00	\$25.00
Direct Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00

Article 1: Expense Worksheet

Task 1.0			
Trips	Miles	\$ per mile	Total
0	325	\$0.57	\$0.00
Nights	People	Lodging Per Night	
0	0	\$100.00	\$0.00
Days	People	Meals	
0	0	\$34.50	\$0.00

Outside Services:	
Architectural Construction Admin	\$1,320.00
TOTAL OUTSIDE SERVICES	\$1,320.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$0.00
OVERHEAD @ 168.49%	\$0.00
FIXED FEE @ 10%	\$0.00
TOTAL LABOR COST	\$0.00

Expense Summary:	
TOTAL EXPENSES	\$0.00

USE:	\$1,320
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ATTACHMENT B

Philip Pendleton - Scope and Fee

Philip E. Pendleton, Consulting Historian

77 Park Street, D
Portland, ME 04101-3823
610.858.2832
pependle@gmail.com

**Scope of Work and Fee Proposal for the Claremont Airport Historic Context
Project, City of Claremont, Sullivan County, New Hampshire**

This document presents my proposal to complete the historic context document for the Claremont Airport. I propose to complete the first draft of the historic context document by March 1, 2019. My proposed fee for all work associated with the completed context project, including delivery of the final draft following comments by reviewers, is \$11,500.

The proposed cost of the project is based on a project total of 240 hours of my labor at an hourly fee of \$40.00, for a total of \$9,600, plus estimated direct expenses of \$1,900. The expense figure is based on the assumption that extensive research in Claremont, at other locations in Sullivan County such as the county seat of Newport, and in Concord at such institutions as the Department of Transportation offices, the State Archives, and the State Library, will be necessary, comprising ten (10) field days for research with eight (8) hotel nights and associated meals, and in-state driving mileage, plus miscellaneous additional expenses. Research will also be conducted via the Internet and inter-library loan for books in the field of aviation and its general social-historical context; however, online primary research resources are likely to be quite limited for a subject of this nature.

The goal of the project—as has been delineated in correspondence between the New Hampshire Department of Transportation and the New Hampshire Division of Historic Resources—is the research and writing of a historic context document treating the role of aviation in the history of the City of Claremont and its environs within Sullivan County, emphasizing the period from 1927, when the airport was established, through 1945 and the conclusion of World War II. The period since 1945 will be also addressed in the historic context, although probably not in the depth of treatment accorded the earlier period which has been identified in previous work as holding the greater significance for the historic aircraft hangar. (It should be noted that as such an investigation proceeds into the historical role and importance of a historic architectural resource, and into the meaning or significance that resource holds for people in the locality or region, the study's topical and chronological scope may evolve to some degree.)

Research sources potentially include all sources that might shed light on the aviation activities at the airport and on the role of those activities in the ongoing functions of the various government agencies, private companies, and private individuals who used the airport. The final product of the project will be a historic context document that interprets the research findings in relation to government, business, and recreation (and life in general) in Claremont and Sullivan County. An important goal within the study will be that of crafting a “user-friendly” narrative that is accessible, intriguing, and informative for the general public while upholding the standards of sound historical scholarship and making an informed contribution to our knowledge of New

Hampshire's history. The document will be fully illustrated with historic and current photographs, maps, and site and architectural plans as appropriate.

Additional detail on potential research locations for the context study, as well as a breakdown of the labor/task budget and of the estimated direct expenses associated with the project, are provided below.

Research source locations for the Historic Context

It is anticipated that types of source will potentially include the following:

- Secondary sources on Sullivan County and Claremont history
- Secondary sources on the history of aviation and its social-historical context
- Aviation activity logs for the Claremont Airport (housed at the Bureau of Aeronautics, NHDOT)
- Records of the Claremont Fire Department (which currently has oversight of the airport)
- Records of other Claremont and Sullivan County governmental agencies associated with activity at the airport
- Records of state government agencies, such as the Department of Transportation, so associated
- Records of Federal government agencies, including military bodies, as appropriate
- Records of private companies associated with activity at the airport, as appropriate and available
- Newspapers
- Oral interviews
- Historic photograph collections
- Historic map collections

Because the potential scope for research activity is so broad, and time necessarily limited, the research process will commence by focusing on those sources demonstrating the greatest promise of presenting productive directions for the study in shedding light on important aspects of the airport's function and its role in local life. These leading sources include the aviation logs, newspapers, and oral interviews. Findings from these sources will point the way as regards the most important governmental records and other sources to pursue.

Research locations are likely to include, but are not limited to:

- Claremont city offices
- Sullivan County courthouse and county agency offices
- Claremont Public Library
- Claremont Historical Society
- New Hampshire Department of Transportation
- New Hampshire State Archives
- New Hampshire Historical Society
- New Hampshire State Library

Task time budget (240 hours total)

Project management & communications	10 hrs
Field research	80 hrs
Online research	20 hrs
Analysis of findings	20 hrs
Writing of first draft	70 hrs
Illustration compilation & report management	20 hrs
Report revision	20 hrs

Estimated direct expenses (\$1,900 total)

Mileage – 500 mi @ .545	\$272.50
Hotels – 8 nights @ 140	\$1,120.00
Meals – 10 days @ 37.50	\$375.00
Misc. expenses (parking, tolls, library & illustration fees, copies, etc.)	\$132.50

I look forward to completing a historical narrative that will prove enlightening, meaningful, and entertaining for New Hampshire's citizens, and will serve as a useful context document facilitating research and evaluation for similar resources in the state.

Sincerely,

Philip E. Pendleton

ATTACHMENT C

Warrenstreet Architects – Additional Services

WARRENSTREET ARCHITECTS

October 29, 2018

Amie Gray
Project Engineer
Stantec Consulting Services, Inc.
482 Payne Road, Scarborough Court
Scarborough, ME 04074

Re: Claremont Municipal Airport Terminal -Additional Services – WAI# 3436

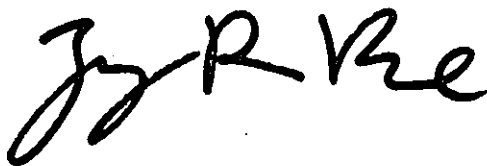
Ms. Gray,

Below is a summary of the requested additional services:

- TFMoran - \$960 – Additional structural design work to modify drawings after the removal of the restaurant from the project scope.
- RPF Engineering - \$360 – Additional work for the drafting of specification titled "Asbestos Abatement & Related Work", after field investigations determined the existence of hazardous materials in the hanger to be demolished.

Should you have any questions, please feel free to contact this office.

Respectfully,
Warrenstreet Architects, Inc



Zachary Brock AIA, LEED AP
Project Architect / Technical Director



AIA

NCBA



March 2019

NOTICE TO AIRPORT USERS

THE CITY OF CLAREMONT HAS APPLIED FOR A GRANT FROM THE
FEDERAL AVIATION ADMINISTRATION (FAA) TO
FUND A PROJECT AT THE CLAREMONT MUNICIPAL AIRPORT

THIS PROJECT IS CONSIDERED IMPORTANT FOR IMPROVED
SAFETY AND ENHANCED SERVICEABILITY AT THE AIRPORT

The Project Under Consideration is:

Demolition of Existing Terminal Building/Hangar and
Construction of New Terminal Building – Phase 2 Construction

SBG Project Number: SBG-02-11-2019



Questions or Concerns Should be Addressed To:

Bryan Burr
Claremont Municipal Airport
100 Broad Street
Claremont, NH 03743
Telephone: (603)-542-7012



FIGURE 1

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-11-2019

Description of Work: Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,920 square foot Terminal Building - Phase 2 Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
 Yes No N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
 a. Abide by the terms of the statement; and
 b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 Yes No N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
 Yes No N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 Yes No N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
 Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Claremont Municipal Airport
 Address: Sullivan Street, Claremont NH 03743

Location 2 (if applicable)

Name of Location: Stantec Consulting Services Inc.
 Address: 482 Payne Road, Scarborough Court, Scarborough ME 04074

Location 3 (if applicable)

Name of Location:
 Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 26 day of March, 2019

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief

Signature of Sponsor's Authorized Official: Bryan Burr

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-11-2019

Description of Work: Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,920 square foot Terminal Building - Phase 2 Construction

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 26 day of March 2019.

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief

Signature of Sponsor's Authorized Official: Bryan Burr

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
City of Claremont	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: Bryan Middle Name:
* Last Name: Burr	Suffix:
* Title: Fire Chief	
* SIGNATURE: 	* DATE: 3/26/19



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall 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 applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, 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. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, 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.
 - i. The sponsor 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.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport 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 Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures; use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will 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.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 04/18/2019 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-11-2019

Description of Work: Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,920 square foot Terminal Building - Phase 2 Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 26 day of March, 2019.

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief

Signature of Sponsor's Authorized Official: Bryan Burr

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-11-2019

Description of Work: Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,920 square foot Terminal Building - Phase 2 Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 26 day of March, 2019.

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief

Signature of Sponsor's Authorized Official: Bryan Burr

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-11-2019

Description of Work: Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,920 square foot Terminal Building - Phase 2 Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 26 day of March, 2019.

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief

Signature of Sponsor's Authorized Official: Bryan Burr

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-11-2019

Description of Work: Demolition of Approximately 100-ft X 60-ft Terminal Building/Hangar and Construction of Approximately 1,920 square foot Terminal Building - Phase 2 Construction

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A Daily reports will not be kept as there will not be full time inspection, weekly reports will be kept by the Architect.

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
 Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
 Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
 Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
 Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 26 day of July 2019

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief/ Airport Manager

Signature of Sponsor's Authorized Official: _____

Bryan Burr

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.