



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

May 1, 2020
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 **RETROACTIVELY** to the City of Claremont, NH (Vendor 177373), for SBG 02-13-2020, for Phase I, to design, permit, bid, and provide technical observation of the reconstruction to the terminal aircraft parking apron at Claremont Municipal Airport in Claremont, NH. State and Federal participation in the amount of \$207,100.00 is effective upon Governor and Council approval through June 21, 2022. 95% Federal Funds, 5% General Funds.

Funding is available as follows:

04-96-96-960030-7537	<u>FY 2020</u>
FAA Projects	
034-500152 Design/Study	\$207,100.00

EXPLANATION

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

<u>FAA Grant Number</u>	<u>FAA Grant Amount</u>
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

A total of \$196,200.00 (90% of the project cost) is proposed from the grants listed above for this airport development project (SBG 02-13-2020 copy attached), for Phase I, to design, permit, bid, and provide technical observation of the reconstruction to the terminal aircraft apron at Claremont Municipal Airport in Claremont, NH.

This grant offer is **retroactive** because the airport was required to design the project to obtain the actual bids to request funding from the FAA under the SUPPLEMENTAL funding which is issued as discretionary funding, at 100% FAA share, by the U.S. Secretary of Transportation, and could not exceed a certain amount. The airport was notified that it will be receiving the Supplemental funding but only for an amount to cover the construction portion of the project. The design portion of this project will be funded by the standard FAA Airport Improvement Program (AIP), 90% FAA share. The construction grant will be issued under a future FAA grant and will be at a 100% FAA contribution.

This airport consultant prepared plans, specifications, and contract documents for bidding for a Terminal Aircraft Apron Rehabilitation. The terminal aircraft apron is 26 years old, in poor condition and beyond its useful life. The pavement is breaking up causing foreign object debris (FOD), which can be harmful to people and aircraft. The aircraft apron is used by both transient and based aircraft for tie-down parking and access to the airport fuel farm. Given that it is beyond its useful life, the only cost-effective repair would be to completely rehabilitate the pavement. The technical observation of construction will occur after the construction grant has been issued.

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 \$10,900.00 (5% of this project). State participation in the amount of \$10,900.00 (5% of this project) is also requested. The total cost of the airport development project is \$218,000.00.

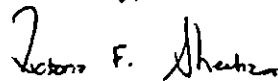
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent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

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan
Commissioner

Attachment
VS/tls1



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>March 11, 2020</u>
Airport/Planning Area	<u>Claremont Municipal Airport</u>
State Block Grant Number	<u>SBG 02-13-2020</u>
DUNS Number	<u>07-297-4776</u>
TO:	<u>City of Claremont, New Hampshire</u> (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 6, 2020, 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:

Rehabilitate, Mark, and Make Drainage Improvements to the Terminal Aircraft Parking Apron (approx. 10,200 SY) – Phase I (Design, Permit, Bid, Technical Observation of Construction)

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 \$207,100.00.

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
\$207,100.00 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 21, 2022**.

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 § 200.313).

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

April 11, 2020, 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. **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.
20. **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.
21. **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.
22. **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.

23. 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.

24. 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).

25. 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.

26. 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 the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment, which was done on February 28, 2020. 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>.

27. 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.

28. 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.

29. 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.

30. 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:

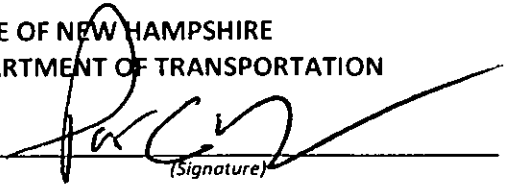
- A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- B. The policies described in this section shall be the standard form employed in the State of New 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.

31. 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.

32. Design-Only Grants. This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal and state funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the State has provided federal and state funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the State may suspend or terminate grants related to the design.

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
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: 5/26/2020

By: 
Assistant Attorney General

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

Dated: _____
By: _____
Secretary of State

Attest: _____

(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 15th day of April, 2020.

City of Claremont

(Name of Sponsor)

[Signature]

(Signature of Sponsor's Authorized Official)

By:

Ed Morris

(Typed Name of Sponsor's Authorized Official)

Title:

City manager

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Shawn Tanguay, 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 Claremont, NH (location) this 15th day of April, 2020.

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.

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 Ed Morris 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: April 8, 2020.

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 15th day of April, 2020.

Dorée M. Russell
Signature

Assistant City Clerk
Title of Signatory

SEAL

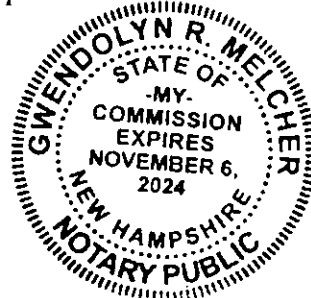
NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Sullivan upon this date April 15, 2020, appeared before me Gwendolyn R Melcher, 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.

Gwendolyn R Melcher
Signature of Notary or Justice of the Peace

Gwendolyn R Melcher
Name of Notary or Justice of the Peace

11/6/2024
Date of Expiration of Commission



SEAL



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
MALPRACTICE AGGREGATE LIMIT	\$	2,000,000
GENERAL AGGREGATE LIMIT	N/A	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000
HANCARKEEPERS LIMIT	\$	100,000
EACH AIRCRAFT LIMIT	\$	100,000
EACH LOSS LIMIT	\$	100,000
HANCARKEEPERS DEDUCTIBLE	NIL	

THE CERTIFICATE HOLDER IS:

	Included as a Loss Payee for Aircraft Physical Damage Coverage.
	Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 100% of the insured value
X	Included as an Additional Insured, but only as respects operations of the Named Insured.
	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: 3/31/2020

Vicki L. Hall

Vicki L. Hall

QBE North America



CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)
4/10/2020

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): E-MAIL: ADDRESS:	FAX (A/C, No):
	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: 16658411

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"/> XCD COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MEDICAL (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2020 5/1/2020	5/1/2021 5/1/2021	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	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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: 195211201; CLAREMONT MUNICIPAL AIRPORT TERMINAL APRON REHABILITATION, CITY OF CLAREMONT AND NHDOT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

16658411

NHDOT BUREAU OF AERONAUTICS
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302-0483

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

Application for Federal Assistance SF-424			RECEIVED
* 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"/>	FEB - 3 2020 NH AERONAUTICS
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>		
5a. Federal Entity Identifier: <input type="text"/> SBG-02-13-2020		5b. Federal Award Identifier: <input type="text"/> SBG-02-13-2020	
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:	<input type="text"/> Project Manager		
Organizational Affiliation: <input type="text"/> Stantec Consulting Services Inc.			
* Telephone Number:	<input type="text"/> (207) 887-3434	Fax Number:	<input type="text"/>
* Email:	<input type="text"/> 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:**

Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid, Technical Observation of 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.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="196,200.00"/>	✓
* b. Applicant	<input type="text" value="10,900.00"/>	✓
* c. State	<input type="text" value="10,900.00"/>	✓
* d. Local	<input type="text"/>	
* e. Other	<input type="text"/>	
* f. Program Income	<input type="text"/>	
* g. TOTAL	<input type="text" value="218,000.00"/>	✓

* 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

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:

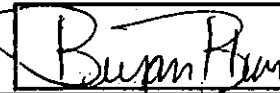
* Last Name:

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"/> 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 _____ on _____	% as approved by _____ (the Cognizant Agency) (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 <input type="checkbox"/> GENERAL
1. Federal Domestic Assistance Catalog Number: 20.106
2. Functional or Other Breakout:

SECTION B <input type="checkbox"/> 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			3,443
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			214,557
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			
14. Subtotal (Lines 1 through 13)			\$ 218,000
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)			\$ 218,000
19. Federal Share requested of Line 18			196,200
20. Grantee share			10,900
21. Other shares			10,900
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 218,000

SECTION C <input type="checkbox"/> EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D <input type="checkbox"/> PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share <input type="checkbox"/> Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	10,900
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL Grantee share	\$ 10,900
25. Other Shares	Amount
a. State	10,900
b. Other	
c. TOTAL - Other Shares	\$ 10,900
26. TOTAL NON-FEDERAL FINANCING	\$ 21,800

SECTION E <input type="checkbox"/> REMARKS (Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit A Property Map dated May 11, 2005, and attached to the Grant Application for AIP 3-33-0002-16 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.</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid, Technical Observation of Construction)
AIRPORT: Claremont Municipal Airport (CNH)
1. Objective: Please see attached.
2. Benefits Anticipated: Please see attached.
3. Approach: (See approved Scope of Work in Final Application) Please see attached.
4. Geographic Location: Please see attached.
5. If Applicable, Provide Additional Information: Please see attached.
6. Sponsor's Representative: (include address & telephone number) Please see attached.

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

**Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid, Technical
Observation of Construction)**

PART IV – PROGRAM NARRATIVE
January 2020

PROJECT OBJECTIVES

It is the objective of the airport sponsor to prepare plans, specifications, contract documents for bidding associated for the Terminal Apron Rehabilitation project. This application is also for the required permitting and technical observation of construction associated with the project. This effort is needed in order to ultimately rehabilitate the approximately 13,600 square yard Terminal Apron that is beyond its useful life. The Pavement Condition Index (PCI) of the existing apron is 45.

PROJECT BENEFITS

The benefits of the proposed project include enhancing safety for the airport users by eliminating the potential for foreign object debris due to the age of the existing pavement.

PROJECT APPROACH

This application is for the design, permitting, bidding and technical observation of construction for the Terminal Apron Rehabilitation project. This project has been broken into a two-grant project, due to the fact that there are multiple funding sources. Phase I of this project includes the design, bidding, and technical observation of construction and Phase II of this project includes the construction, and construction administration for the project.

Attached is a copy of the Scope of Work (with non-applicable work tasks crossed out) 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 of Vermont.

PROJECT COST

The following summarizes the proposed project costs:

Preliminary Expenses (Advertisement and Other)	\$3,443
Consulting Costs	<u>\$214,557</u>
Total	\$218,000

PROJECT SCHEDULE

The following is the anticipated project schedule:

Engineering Scope & Fee Proposal	September 2019
Submit Preliminary Plans & Specs.....	October 2019
Submit Final Plans & Specs.....	November 2019
Advertise for Bid.....	November 2019
Bid Opening	December 2019
USFWS Coordination.....	January 2020
Submit Full Grant Application.....	January 2020
Technical Observation of Construction	May-July 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. A SWPPP, NOI and NOT form will be prepared in accordance with Federal NPDES regulations.

This project does not anticipate adding any impervious areas to the airport, or changing the existing grades. Correspondence with NHDES Alteration of Terrain (AoT) indicates that an AoT permit is not required for this project.

The project area is located on previously disturbed area, therefore, the New Hampshire Division of Historical Resources (for compliance with Section 106 of the National Historic Preservation Act) is not applicable.

This project is categorically excluded per FAA Order 1050.1F, Chapter 5, Paragraph 5-6.4(e) and there are no extraordinary circumstances per Chapter 5, Paragraph 5-2.

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.

SPONSOR REPRESENTATIVE

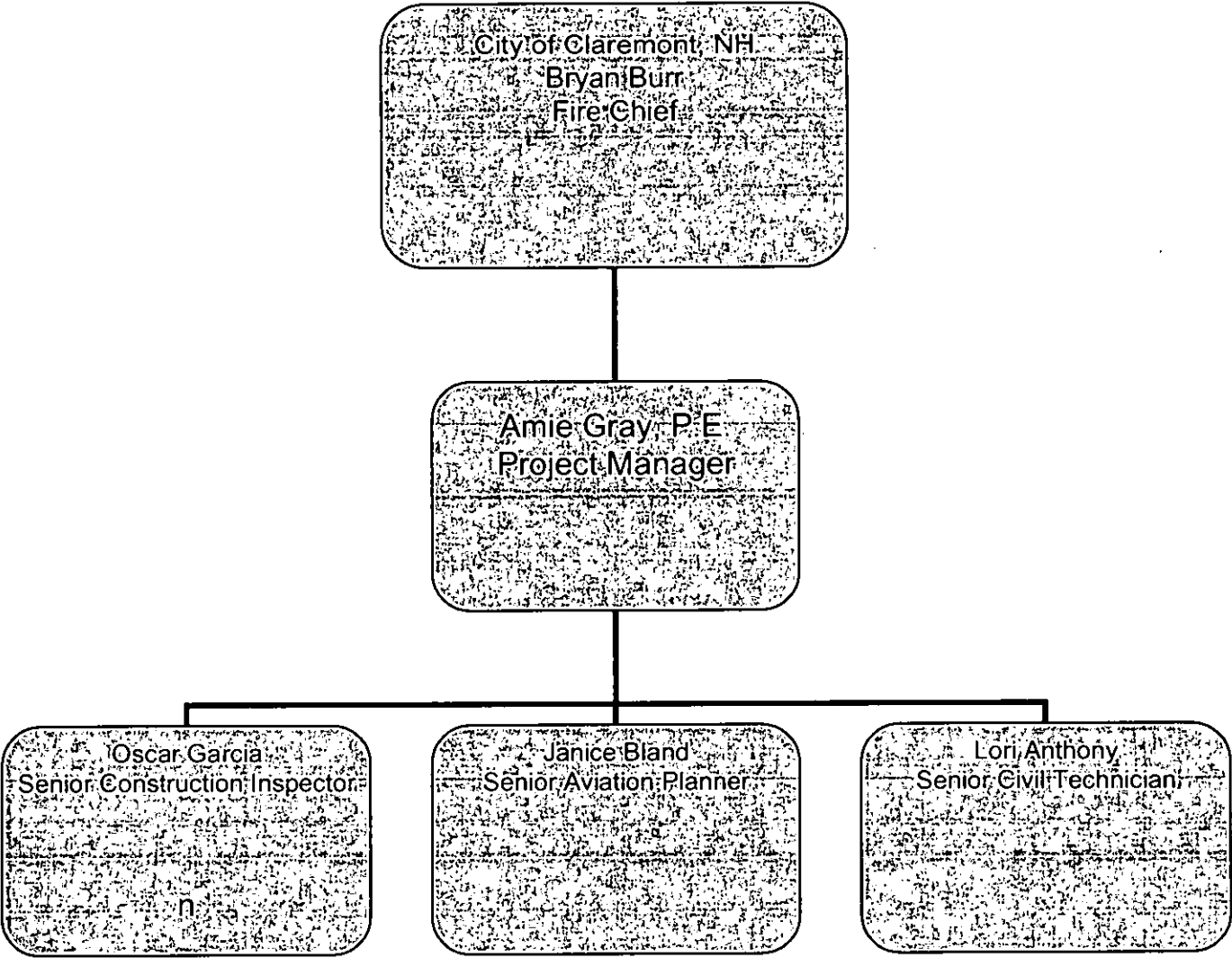
Bryan Burr, Fire Chief
City of Claremont
100 Broad Street
Claremont, NH 03743
Office: (603) 542-7012
Email: firechief@claremontnh.com

Claremont Municipal Airport

Terminal Apron Rehabilitation – Phase I (Design, Permit, Bid, Technical Observation of Construction)

SBG-02-13-2020

Project Organization Chart





**MASTER SERVICES AGREEMENT
TASK ORDER 1**

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF CLAREMONT, NEW HAMPSHIRE

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: November 1, 2019

This TASK ORDER is issued under the MASTER SERVICES AGREEMENT (dated November 1, 2019) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CITY OF CLAREMONT, NEW HAMPSHIRE ("CLIENT") for Services to be provided by STANTEC on the Terminal Apron Rehabilitation project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Bryan Burr, Fire Chief, Airport Manager.

SERVICES: STANTEC shall perform the following SERVICES:

As outlined in Appendix "A" Scope of Services

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: November 1, 2019

Estimated Completion Date: July 15, 2021

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

\$248,044

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC'S hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

No additional conditions

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

Appendix "A" -- Scope of Work and Fee Proposal Including Hourly Rates



**MASTER SERVICES AGREEMENT -
TASK ORDER**

Page 2

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below. The City of Claremont and NHDOT will be added as additional insured under General Liability and Auto Liability only.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

CITY OF CLAREMONT, NEW HAMPSHIRE

Ed Morris, City Manager

Print Name and Title

Per:

STANTEC CONSULTING SERVICES INC.

James E. McLaughlin, P.E., Principal

Print Name and Title

Per:

APPENDIX A**SCOPE OF SERVICES
CLAREMONT MUNICIPAL AIRPORT
CLAREMONT, NEW HAMPSHIRE****PROPOSED PROJECT:
TERMINAL APRON REHABILITATION****SCOPE OF SERVICES**

The following Scope of Services is based on the proposed Terminal Apron Rehabilitation project at the Claremont Municipal Airport (CNH) in Claremont, New Hampshire. Claremont Municipal Airport is owned and operated by the City of Claremont hereafter referred to as the AIRPORT. The existing apron was partially constructed and partially rehabilitated in 1994 and is now beyond its useful life. The existing apron currently has high severity longitudinal and transverse cracking. The apron is in need of rehabilitation by means of reclamation of the asphalt wearing course and base material. This Scope of Services includes engineering services for the design, administration, and permitting for the Terminal Apron Rehabilitation project. The apron will be designed to meet current FAA standards. This scope of services also includes bid phase services and construction phase services for the Terminal Apron Rehabilitation project.

The fee detail for the project is included in Attachment A, subconsultant services for Geotechnical Services is included in Attachment B and subconsultant services for Construction Materials Testing is included in Attachment C.

Stantec Consulting Services Inc. (hereinafter referred to as the CONSULTANT agrees to perform certain engineering services for the City of Claremont (hereinafter referred to as the AIRPORT) which are described as follows:

ARTICLE A – PROJECT DEVELOPMENT & COLLECTION OF DATA

The CONSULTANT shall provide the following services:

- 1.0 Supplemental Funding Request** – Prepare a Supplemental Funding Request on behalf of the AIRPORT under the FAA Supplemental Appropriation to request supplemental AIP funds.
- 2.0 Review As-Builts & Site Visit** – Review the Airport's previous project as-builts, including the aircraft apron and fuel farm for details and information pertinent to the upcoming project.
- 3.0 Topographical Survey** – Conduct a topographical field survey of the areas affected by the project. It is assumed that the topographical survey will be performed by a 1-person crew over a 3-day period (including travel). One additional day is also assumed in the office for the Surveyor for preparation and data transfer/post processing. The survey is to include:
 - a. Terminal apron including all existing tie-down positions, markings as well a

25' grid for topographic survey.

- b. Taxiway A to the edge of Runway 11-29, 150-feet of Taxiway B, and Taxiway C to 100-feet west of the apron.
- c. Turf areas surrounding the apron, a distance of 50-feet from the edge of the existing paved apron.
- d. Nested T-hangar, located on the terminal apron.
- e. Finish floor of terminal building, conventional hangar/FBO hangar located adjacent to the apron to the north.
- f. Three driveways/roads located adjacent to the apron.
- g. Existing drainage structures/pipe inverts.
- h. Existing pavement markings.
- i. Existing airport control points will be utilized, where available.

The topographical survey will be adequate to allow generation of ½ foot contours of study area. Shots on existing pavement surfaces shall be taken to the nearest 0.03 feet and turf areas to the nearest 0.10 feet. Field survey shall be tied into the horizontal datum (New Hampshire State Plane Coordinate System, NAD 83) and vertical datum (NAVD 88). This effort includes time in the office to prepare drawings and equipment prior to visiting the field.

- 4.0 Existing Conditions Master File** – Reduce and plot topographic survey data including the generation of planimetrics and contours. Prepare an existing conditions plan based on the survey data suitable for design purposes. This is separate from the surveyors download of information from the survey equipment.
- 5.0 Record Geotechnical Review** – Review existing geotechnical information and additional references as necessary to gain a preliminary understanding of the subsurface conditions in the area of proposed construction. Use the information gathered to identify potential advantages and/or disadvantages of the existing site features and to assist with establishing guidelines and layout for the geotechnical investigation. Geotechnical information and references may include prior geotechnical investigations performed at the airport; soil surveys from the Natural Resources Conservation Service (NRCS), United States Department of Agriculture (USDA); as well as discussions with local construction, geotechnical, and soil professionals.
- 6.0 Geotechnical Layout** – Provide a geotechnical layout plan identifying all explorations in plan view and layout all explorations within the proposed project area as required for Dig Safe and for use during the geotechnical investigation.
- 7.0 Coordinate/Observe Subsurface Investigation (assume two days on-site)** – Pavement cores/soil samples will be performed within the existing pavement to determine pavement thickness and subsurface soil characteristics to a depth of 10-feet for pavement design purposes. The CONSULTANT will contract with a geotechnical sub-consultant (SW Cole) to perform the sub-surface investigation. The CONSULTANT will be on-site for each work shift with the geotechnical sub-consultant to coordinate the

work. It is assumed the work will be performed during two (2) day shifts.

- 8.0 Geotechnical Subsurface Investigation** – Arrange and coordinate geotechnical subsurface investigation of the proposed project. A geotechnical SUBCONSULTANT (SW Cole) will perform the geotechnical investigation, laboratory testing, and written report. Meet with the SUBCONSULTANT on-site to review the project requirements and remain on-site to oversee the geotechnical investigation and to monitor air traffic. Subsurface investigation will be performed by the SUBCONSULTANT and will include the following subtasks.

8.1 Test Boring Explorations

- a. Perform 4 test boring explorations to depths of 10 feet, or refusal, at locations within Apron.
- b. Provide detailed boring logs that provide information on groundwater conditions, bedrock depth, and existing soil profile.
- c. Pavement cores and base gravel samples shall be taken from the 4 test borings. Base gravel samples at these locations shall be taken by hand from the top 8 inches of existing gravel through a 8-inch core hole.
- d. Soil samples shall be collected for laboratory testing as described below.
- e. All test boring explorations shall be backfilled, compacted, and patched with rapid set concrete.

8.2 Laboratory Testing

- a. Perform 4 grain size analyses, 2 of which shall include percent finer than 0.02 mm, on selected soil samples from test boring explorations.
- b. Perform 6 grain size analyses, including percent finer than 0.02 mm, on selected soil samples from test pit explorations.
- c. Perform 4 Atterberg limits on selected soil samples from explorations.
- d. Crush 2 pavement core samples to simulate spoil from a pavement grinder and perform grain size analyses for use in estimating pavement reclamation blends.
- e. Use the remaining 2 pavement core samples to determine asphalt content.
- f. Perform 2 laboratory California Bearing Ratio (CBR) tests on selected subgrade samples from the apron test pit explorations.

- 8.3 Written Report of Findings** – The SUBCONSULTANT will prepare a written report of findings including test boring, test pit, and test pit base logs, field test results, and laboratory test results. The written report shall also include a design frost depth for the project area, groundwater conditions, and approximate locations and depths of bedrock. Provide recommendations for reclaiming the apron to produce an FAA P-207 In-place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course, including a range of thicknesses and a recommended grain size distribution for the supplemental aggregate. The

written report shall include recommendations for the rehabilitation of Apron and subdrainage requirements.

ARTICLE B – DESIGN, DRAWINGS AND SPECIFICATIONS

The CONSULTANT shall provide the following services for preparation of construction contract documents for the proposed project. The proposed project is to include the following:

- Anticipated in-place reclamation of existing terminal apron pavement surface to produce a new base material.
 - Evaluation of future hangar locations vs. apron grading criteria.
 - Evaluate existing terminal apron layout in accordance with latest Taxiway object free area (OFA), Taxilane OFA and wingtip clearance requirements of AC 150/5300-13A current edition.
 - Verify side safety area grading and include required improvements, if any.
 - New apron pavement markings.
 - Tie-down design.
 - The applicable FAA Advisory Circulars (AC) as listed in the most recent FAA AC Checklist as of April 18, 2019 will be utilized for all design requirements.
- 1.0 Apron Layout** – Stantec will evaluate existing terminal apron layout in accordance with latest taxiway OFA, taxilane OFA and wingtip clearance requirements of AC 150/5300-13A current edition and present new options for layout that meet current requirements. Proposed apron layout options will be presented at a meeting in Claremont to allow Claremont Municipal Airport to provide input and comments. As part of a separate project, Taxiway A will be relocated and therefore will not be rehabilitated as part of this project.
- 2.0 Pavement Design Report** – Prepare a Pavement Design Report based on the findings of the geotechnical investigation. The report will determine the structural sufficiency required to support the loadings produced from the anticipated aircraft mix forecast using the FAA's FAARFIELD computer program. In addition to the structural design, pavement design based on frost depth will be performed and drainage requirements will be assessed. The Pavement Design Report information will also be utilized to determine depths of pavement reclamation, material quantities, and the identification and quantification of on-site material sources. The Pavement Design Report will also address the potential for use of supplemental aggregate to meet Base Material specifications, based on the result of the Geotechnical Investigation.
- 3.0 Engineer's Design Report** – Provide a design report to the NHDOT and the airport including any assumptions or decisions made during design, including grading criteria, aircraft design group, tie down spaces and design, etc.
- 4.0 Title Sheets, General Plan and Notes** – Prepare the project drawings title sheets,

general site plan, and general site plan notes. The general site plan will depict all major work items and all areas on the airport site where work is proposed. The general site plan shall also depict contractor's haul routes, equipment staging areas, and temporary material stockpile areas. Site plan notes shall include the following:

- a. Location, maintenance, and restoration of haul routes
- b. Stockpile/staging area requirements
- c. Debris and dust control
- d. Special drainage and erosion control requirements
- e. Responsibility for location and maintenance of underground utilities
- f. Responsibility and requirements for issuing NOTAMS
- g. Dimensions of the designated runway and taxiway safety areas and object free areas and requirements for work within these areas.
- h. Airfield access requirements

- 5.0 Construction Safety and Phasing Plans and Narrative** – The CONSULTANT will prepare construction safety and phasing plans and associated notes. It is assumed that one sheet with notes and details will be required, as well as one overall phasing plan showing closed pavements, barricades, contractor haul routes, and appropriate work areas. Include applicable information from AC 150/5370-2G dated December 13, 2017. Phasing notes shall include general phasing requirements and a detailed sequence of work proposed for each phase including time limitations for each phase and taxiway and apron closures. Safety and phasing plans shall also address the proposed on-site stockpile area and associated impacts to airport operations during construction. A Construction Safety and Phasing Plan (CSPP) narrative will be prepared in accordance with FAA standards. The CSPP will be filed with the FAA through the OE/AAA website and included in the contract documents. It is assumed that there will be up to 10 filings based on the work limit, stockpile, and temporary construction trailer points.
- 6.0 Existing Apron Demolition Plan** – Prepare an existing apron demolition plan depicting the existing conditions of the apron rehabilitation area. Identify pavement recycling areas and structures to be removed, adjusted, or to remain undisturbed (estimate 1 drawing).
- 7.0 Grading Plans, Spot Grade Plans, Profiles, and Sections** – The CONSULTANT will prepare grading plans, profiles, sections, and notes for the proposed rehabilitation of the terminal apron. Plans will include existing and proposed grades, as well as existing and proposed at grade structures and existing and proposed underground utilities. Existing and proposed construction baseline data will also be shown. Grading plans, spot grade plans and profiles shall be prepared at a horizontal scale of 1" = 20' and at a vertical scale of 1" = 4'. Existing and proposed contours will be shown at 0.2-foot contour intervals. All proposed work will be labeled and all grading limits, erosion controls, and locations of test pits and borings will be shown. Profiles/sections will include existing and proposed baseline profiles, slope, and vertical curve data. Sections will be prepared at 50-foot intervals and at all intersections and transition areas. Cross sections will depict existing and proposed grades, proposed pavement sections, and existing and proposed underground utilities, where known. All baseline grades, grade breaks, and offsets will be labeled on each cross section. A total of 10 cross sections (1 drawing), 1 grading plan, 1 spot grade plan, and 1 profile sheet is estimated for this effort.

- 8.0 Electrical Plan and Details** – The underground power for the existing Taxiway A edge lights runs below the Terminal Apron Pavement. The location of this underground electrical will be evaluated and moved if necessary to facilitate the future relocation of Taxiway A. Taxiway A edge lights will not be included in this scope of work. It is assumed that the Taxiway B edge lights will not be affected as part of the apron design.
- 9.0 Typical Cross Sections** – Prepare typical cross sections for the proposed terminal apron rehabilitation showing existing pavement section, proposed depth of reclamation, and proposed HMA pavement thickness.
- 10.0 Site and Civil Details** – Prepare details for general site and civil requirements for the project. Details may include tie-down details, pavement butt joint details, saw and seal details, and other miscellaneous civil details.
- 11.0 Pavement Marking Layout Plan and Details** – Prepare a pavement marking and layout plan with associated notes and details for terminal apron pavement, including taxilane centerlines and tie-down markings. Dimensions required for pavement marking layout will be included. One plan sheet is estimated to be included with this effort, plus, 2 detail sheets.
- 12.0 Erosion Control Plan and Details** – Prepare an erosion control plan, details and notes which complies with the requirements of Article C.
- 13.0 Quantities and Estimates** – Prepare a detailed material quantity takeoff and opinion of probable construction cost for the proposed improvements at three stages of design; one at 60% design, one at approximately 90% design in order to refine the scope of the bid alternate, and one at the completion of the bid phase and just prior to bid opening (final design). Since the CONSULTANT has no control over the cost of labor and materials, or over competitive bidding and market conditions, the opinions of probable costs provided for herein are to be made on the basis of his/her experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such opinions as compared to the contractors' bids or the final project cost.
- 14.0 Bid Alternate** – It is anticipated that a bid alternate will be required based on available funding. The CONSULTANT will include a base bid scope of work in addition to a bid alternate. The plans will display both the base bid and bid alternate and clearly define each. The bid tab will include a separate tabulation for the base bid vs. bid alternate. The basis of award shall be on the base bid.
- 15.0 Specifications** – Prepare contract specifications including bidding documents (invitation to bid, contract agreement and bonds), general provisions, special provision (including state wage rates, and supplemental special provisions) technical specifications, appendices and proposal (bid form) for work included in the proposed project. Specifications will be in accordance with FAA Advisory Circular 150/5370-10 "Standards for Specifying Construction of Airports", as necessary, and any supplements thereto and other pertinent advisory circulars and supplements thereto. A complete draft copy of the specifications will be provided at the preliminary stage (approximately 60% design). One complete copy of specifications will be produced at the bid document stage, for bidding

purposes.

- 16.0 Quality Reviews** – Perform in-house quality control and design reviews which provide selected experienced representatives of the CONSULTANT with the opportunity to perform independent analysis of the plans and specifications at the 60%, 90% and final design stages to ensure accuracy, completeness, and constructability. Subsequent to these independent reviews, a special in-house project review meeting will be conducted to discuss the findings of the individuals. The recommendations of the internal design review will be incorporated into the final plans and specifications.
- 17.0 Design Review Meetings** – Arrange and attend two design review meetings to allow Claremont Municipal Airport to provide review comments at the preliminary and final design stage to ensure accuracy, completeness, and constructability. Design review meetings will be held subsequent to the submission of the 60% and 90% design packages. Comments will be compiled and incorporated into subsequent design and/or responded to accordingly.
- 18.0 Preliminary Design Submission.** Prepare and distribute the preliminary drawings, specifications, and contract documents at the completion of the preliminary design stage.

Prepare a preliminary submittal of the design documents at 60% design with the following copies:

NHDOT	- 7 x Drawings (Full Size), 2 x Specifications
City of Claremont	- 1 x Drawing (Full Size), 1 x Specification

ARTICLE C – ENVIRONMENTAL SERVICES

In general, the project areas for the terminal apron rehabilitation are not anticipated to encroach on nearby bordering vegetated wetlands, or their associated 100-foot buffer zones. Additionally, it is assumed, based on conversations with NHDES, per Env-Wq 1503.03, that the pavement rehabilitation is considered an asphalt maintenance project and the work associated with the reclamation of the apron is not classified as disturbance. The following tasks will be completed to ensure the necessary level of resource agency review and permitting is completed to accommodate the project:

1.0 Alteration of Terrain Permit (AoT)

- a. This project does not anticipate adding any impervious areas to the airport, or substantially changing the existing grades, direction of flow or quantity of runoff. Early correspondence with NHDES Alteration of Terrain (AoT) program staff indicates that a waiver from an AoT permit will be issued for the project. This task includes coordinating with NHDES AoT Program staff for a waiver from the requirement for an AoT permit.
- b. Prepare paperwork and submit waiver request to NHDES.

- 2.0 Prepare FAA Categorical Exclusion** – The CONSULTANT will prepare and submit to FAA a statement of anticipated project impacts and the applicability of categorical exclusion from additional NEPA review. This statement will be included in the program narrative included with the grant application.

- 3.0 Prepare NOI, NOT and Stormwater Pollution Prevention Plan (SWPPP) for Construction Activities** – The National Pollutant Discharge Elimination System (NPDES) regulations implemented by the U.S. 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. The Notice of Intent (NOI) forms notify the U.S. EPA of the AIRPORT's intent to have the facility covered under the 2017 NPDES General Permit for Discharges from Construction Activities (as modified). The Notice of Termination (NOT) forms notify the U.S. EPA of the termination of the permittee's authorization to discharge stormwater associated with the construction activities.

The CONSULTANT will prepare the U.S. EPA NOI form and will submit the NOI form electronically to the U.S. EPA prior to initiating construction activities.

The CONSULTANT will prepare a SWPPP in accordance with the 2017 NPDES General Permit for Discharges from Construction Activities regulations. The SWPPP will provide a project description, will include erosion and sedimentation controls to be implemented during construction, and will include monitoring and reporting requirements to be adhered to for the duration of the project. The CONSULTANT will distribute one copy of the SWPPP to the AIRPORT, the General Contractor, and the Resident Engineer.

The CONSULTANT will prepare a Notice of Termination (NOT) following the completion of the construction activities and the permanent stabilization of all disturbed areas. The CONSULTANT will obtain signatures from the AIRPORT and the General Contractor subsequent to the completion of all construction activities and will submit the NOT form electronically directly to the U.S. EPA.

- 4.0 NEPA Review.** Due to the proposed project and the utilization of federal funds, the CONSULTANT shall review the environmental impacts associated with the runway rehabilitation. Due to the potential for limited environmental impacts and the unlikelihood of "extraordinary circumstances" associated with this project, the CONSULTANT shall correspond with state and federal regulatory agencies regarding any potentially sensitive resources (historic/archaeological, rare & endangered or threatened species, etc.) that may be impacted by the proposed project.

This scope of work DOES NOT include, should it be determined that extraordinary circumstances arise due to potential impacts to state or federally protected resources, the preparation of an Environmental Assessment pursuant to NEPA and FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*.

- 4.1 Agency Consultation.** The CONSULTANT shall determine the presence of potentially sensitive resources within or adjacent to the proposed project boundaries through consultation with the following agencies: U.S. Fish and

Wildlife Service (USF&W) and New Hampshire State Historic Preservation Officer (SHPO).

ARTICLE D – GENERAL ADMINISTRATION

- 1.0 Scope of Services, Fee and Contract** – The CONSULTANT will communicate and coordinate with the AIRPORT 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 CONSULTANT will prepare an engineering services agreement including a detailed work scope narrative and itemized fee schedules for submission to the AIRPORT and NHDOT for review and comments. The CONSULTANT will coordinate the preparation of the contract with the staff of his civil, environmental and CADD departments.
- 2.0 Prepare for and Attend Scoping Meeting** – Prepare draft scope and scoping level sketch for discussion, attend meeting and prepare and distribute meeting minutes.
- 3.0 FAA Grant Application** – Prepare and submit a FAA grant application on behalf of the AIRPORT once the bidding process is complete. Copies shall be submitted to NHDOT. Grant applications shall include the following:
 - a. Project narrative to include project objective; airport description; engineering and administrative costs; project schedule; environmental issues; user coordination, DBE program requirements; and intergovernmental coordination.
 - b. FAA Forms SF-424 and 5100-100
 - c. Airport Sponsor Grant Assurances
 - d. Sponsor grant certifications including Drug Free Workplace; Equipment-Construction Contracts; Project Plans & Specifications; Selection of Consultants; and Contracts, Grants, Loans & Agreements.
- 4.0 Payment Vouchers** – Collect and approve cost data and prepare six (6) estimated reimbursement requests. Assist the AIRPORT in the coordination and the tracking of payments between the FAA, NHDOT and the AIRPORT's fiscal officer and the applicant's payment system and report the results to the AIRPORT in writing when requested to do so.
- 5.0 Project Accounting** – The CONSULTANT will provide general project administration and coordination with the staff of his/her accounting department. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The CONSULTANT will approve and process invoices received from subconsultants and vendors providing services to the CONSULTANT throughout the design phases of the project. The CONSULTANT will prepare and submit monthly invoices to the AIRPORT for services provided to the AIRPORT and for costs incurred by the CONSULTANT and his subconsultants. It is anticipated that a total of twelve (12) invoices will be prepared and submitted during the course of the project.

6.0 DBE Coordination – The CONSULTANT will coordinate with the AIRPORT, Contractor, NHDOT-Bureau of Aeronautics and FAA regarding DBE participation on the project. The CONSULTANT will coordinate the DBE percentage for the project, including the coordination required for the Contractor to provide a Good Faith Effort document if the DBE goal percentage is not met.

7.0 Project Administration. The CONSULTANT shall perform the administrative work required because of state and federal participation in the project, specifically, the CONSULTANT shall consult and correspond, as necessary, with the AIRPORT's financial office on the following:

7.1 Grant Eligible Costs

- a. Obtaining data on funds expended and determining, in conjunction with the appropriate AIRPORT, NHDOT and FAA officials, which funds are eligible for participation in federal and state grant payments.
- b. Obtaining data on the AIRPORT's administration costs and determining, in conjunction with the appropriate AIRPORT, NHDOT and FAA officials, the eligibility of such costs to satisfy federal and state participation.

7.2 Audit Preparation

- a. The CONSULTANT shall consult as necessary with the Federal Auditor or State Auditor in connection with the preparation of a final audit
- b. Retain records for seven (7) years in a file system ready for final auditing if necessary.

7.3 Quarterly Reporting. The CONSULTANT shall prepare project performance reports as required by the FAA on a quarterly basis. The Quarterly Performance Report form shall be utilized and include actual accomplishment and baseline goal schedules, any explanations of goal slippage and a summary of cost overruns as applicable.

7.4 Sponsor & Funding Agency Coordination. The CONSULTANT shall coordinate AIP project related tasks, questions, requests, etc. as required, during the course of the project.

8.0 Safety Forms. The project manager will prepare safety forms required as part of Stantec safety policy for field work. There will be a total of 2-3 times that the safety forms will be required to be updated as site specific conditions change.

ARTICLE E – BIDDING AND CONSTRUCTION ARRANGEMENTS

1.0 Prepare and Distribute Bid Documents – The CONSULTANT will prepare electronic (.pdf) copies of the bid documents for distribution to potential bidders. The

CONSULTANT will create a temporary, read-only FTP Project Site on which files of all bid and proposal documents will be posted in PDF format. The CONSULTANT will create a special email address in order to receive requests for bid documents from bidders. Once pertinent bidder information is provided to the CONSULTANT through the email process, the CONSULTANT will provide bidders a return email with username and password and link to the FTP Project Site. Bid documents, including drawings, specifications, and proposal form will be available for download by bidders at no charge. No paper plans/bid documents will be issued to bidders. Bidder's list will be maintained by the CONSULTANT and the list along with all addenda to the bid documents will be posted/hosted on the FTP Project Site for bidder download. All bidder questions will be required to be submitted by email to the CONSULTANT's email address so that they may be addressed through the addenda process.

Prepare a final submittal of the design documents at bid phase with the following copies:
NHDOT - 1 x Drawing (Full Size), 1 x Specification
City of Claremont - 1 x Drawing (Full Size), 1 x Specification

- 2.0 Advertisement for Bids** – The CONSULTANT will prepare and submit the Bid Advertisement for the project to the local newspaper.
- 3.0 Prepare Addenda** – The CONSULTANT will respond to bidder questions and issue addenda if required. It is assumed that a total of 3 addenda will be prepared as a part of this project.
- 4.0 Pre-Bid Conference** – The CONSULTANT will prepare for and conduct a 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 conference.
- 5.0 Bid Analysis** – 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. Prepare a letter to the AIRPORT recommending the award of the construction contract to the apparent low responsive bidder based on the bid analyses. With the concurrence of the AIRPORT and NHDOT, the CONSULTANT will issue a written notification to the successful bidder advising the bidder of the bid results. The CONSULTANT will disseminate the bid results to other bidders as well.
- 6.0 Coordinate Construction Contract** – The CONSULTANT will assist the AIRPORT in preparing five (5) copies of the Contractor's bid proposal package for use as the construction contract document. The CONSULTANT will coordinate with and provide information to the Contractor to facilitate the preparation and execution of the construction contract document. The CONSULTANT will review the Contractor's construction contract for accuracy and completeness before submitting the document to the AIRPORT for final signatures. The NHDOT will receive one of the copies.
- 7.0 Prepare Conformed Set of Drawings** – The CONSULTANT will prepare a conformed

set of drawings that incorporate any changes issued by addenda (full size – 24" x 36") for Construction and issue two sets of full size plans to the Contractor, two full size sets of plans to the AIRPORT, and two full-size sets of plans to the NHDOT.

ARTICLE F – CONSTRUCTION ADMINISTRATION

- 1.0 Pre-Construction Conference** – Prepare for and conduct a pre-construction conference; prepare and distribute minutes of the meeting. Assume attendees will include: Project Manager and Resident Project Representative.
- 2.0 Construction Correspondence** – Prepare/handle construction project correspondence over the course of construction. Issue the notice to proceed to the Contractor subsequent to the execution of the construction contract. The notice to proceed will identify the construction start date, project duration, and completion date. When warranted, the CONSULTANT will issue notices to the Contractor to stop work and will identify the reason for the notice to stop work, the stop work date, and the remaining contract time to complete the project.
- 3.0 Shop Drawing Review** – Review shop drawings and product catalog data furnished by the Contractor for compliance with the contract documents.
- 4.0 Resident Engineer Support Weekly Meetings** – Provide general supervision and support to the Resident Project Representative regarding construction related activities, including weekly site visits to the project by the project manager and attendance at weekly construction meetings (8 weekly meetings assumed).
- 5.0 Change Orders and RFIs** – Assist the AIRPORT in processing construction change orders (assume 2) and responding to Contractor's Request for Information (RFIs) (assume 2). Advise the AIRPORT as to modifying the Contractor's time of performance, if necessary.
- 6.0 Final Inspection and Punch List** – Coordinate and attend final inspection and prepare report of results (punch-list) for distribution to NHDOT, AIRPORT and Contractor. Assume attendees will include the Project Manager and Resident Project Representative.
- 7.0 Record Drawings** – Prepare record drawings based on data obtained during construction and received from the Contractor and distribute copies to the AIRPORT, FAA and NHDOT for their files. An electronic copy of record drawings will also be provided to the AIRPORT and NHDOT. The CONSULTANT will provide NHDOT with 2 hard copies of the plans and the AIRPORT will receive 1 hard copy.
- 8.0 Project Close-out Report** – The CONSULTANT will prepare the final project documentation in the form of a project close out report which consolidates the project related information that will be required by NHDOT to formally close out the project. The CONSULTANT will include in the close out report all general, fiscal, miscellaneous, engineering and construction information and submissions/certifications required by

~~NHDOT/FAA. The CONSULTANT will distribute both electronically and one (1) hard copy of the project close out report to the AIRPORT and NHDOT.~~

ARTICLE G – TECHNICAL OBSERVATION OF CONSTRUCTION

- 1.0 Technical Observation of Construction** – Provide a qualified Resident Project Representative approved by AIRPORT and NHDOT for full-time resident inspection to assure that construction is carried out in reasonable conformity with the contract drawings and specifications to the extent that is the customary practice of professional engineers. The period for construction contract completion is estimated at 40 calendar days (8 weeks). Specific duties shall include the following:
- a. Prior to initiating the project, the Resident Project Representative will prepare for the construction project by reviewing the projects plans and specifications, contacting the contractor for mobilization and project schedules and review other requirements deemed necessary to commence the project.
 - b. Review of construction activities for general compliance with the plans and specifications. Inform the Contractor of known work which is in noncompliance.
 - c. Ensure compliance with the Construction Safety and Phasing Plan.
 - d. Maintaining a file of shop drawings, test reports and certifications.
 - e. Informing the contractor of known deficiencies in order that corrections can be made. Confirm that proper corrective action is taken and subsequently approved.
 - f. Recording quantities of materials used on the project by actual measurements and computations in field notebook or computer printouts retained in a folder/notebook for each pay item. Additionally, at a minimum, weekly progress photographs will be taken of the project site.
 - g. The Resident Project Representative shall prepare necessary estimates of construction quantities for subsequent use by the Contractor in preparing payment requests. The Resident Project Representative shall keep daily log and prepare daily inspection reports and monthly reports of progress/completed work. Reports shall be given to the AIRPORT and NHDOT upon request or at project completion.
 - h. Maintaining a set of working drawings on the job site that record observed conditions and information provided by the Contractors and that can be used to prepare Record "As-Built" drawings.
 - i. Reviewing and approval of quantities used in the Contractor's payment requests and DBE compliance from the Contractor.

- j. Reviewing Contractor's certified payrolls and performing wage interviews for each Contractor and subcontractor on a monthly basis to check for compliance with State and Federal wage determinations.
- k. Maintaining a diary which contains entries for each workday, made and signed by the Resident Project Representative. Each entry should include the following information as a minimum:
 - 1. Date and weather conditions.
 - 2. Names of visitors and the purpose of their visit.
 - 3. Construction work in progress and approximate location.
 - 4. Size of Contractor's work force and equipment in use.
 - 5. Number of hours worked per day for Contractor and subcontractors.
 - 6. The substance of important conversations with the Contractor concerning conduct, progress, changes, test results, interpretations of specifications or other details.
 - 7. Any time and material slips accepted by the Resident Project Representative.
 - 8. Accident or injuries.

2.0 Survey QA Check – Provide qualified surveyor for one day during the construction project to perform quality audits on contractor's layout.

3.0 Construction Testing Quality Assurance – Contract with a qualified material testing sub-consultant (SW Cole) for quality assurance materials testing throughout the life of the construction project (assume 40-day duration). Materials testing sub-consultant will review Job Mix Formula and QC Plan submittals and perform gradation and dry density testing for reclaimed base course material for the proposed pavement box. In addition, the materials testing sub-consultant will perform field density testing of soils for the reclaimed base course. The materials testing sub-consultant will also perform Quality Assurance testing of HMA bituminous concrete.

4.0 Pre-Construction Inspection and Punch List Follow Up – CONSULTANT shall perform field inspections of the initial erosion control installations, prior to the actual start of construction. The CONSULTANT shall also perform field inspections of Punch List work to ensure Punch List is completed to the satisfaction of the CONSULTANT, Airport, FAA and NHDOT. Assume a total of 16 hours of field work for punch list follow up items.

PROJECT SCHEDULE

Scoping	July 2019
60% Preliminary Design	September 2019
90% Design	November 2019
Bidding	November – December 2019
Grant Application	January 2020
Construction	May 2020

Attachments

Attachment A: Fee Detail

Attachment B: S.W. Cole Geotechnical Services Scope and Fee

Attachment C: S. W. Cole Construction Materials Testing Scope and Fee

Attachment A

'Attachment A'
Summary of Fees
for
Engineering Services

Claremont Municipal Airport
Claremont, New Hampshire
Terminal Apron Rehabilitation

Article A: Project Development & Collection of Data	\$27,059
Article B: Design, Drawings and Specifications	\$67,591
Article C: Environmental Services	\$9,681
Article D: General Administration	\$15,933
Article E: Bidding and Construction Arrangements	\$14,621
Article F: Construction Administration	\$33,487
Article G: Technical Observation of Construction	\$79,671

Total Engineering Services Fee:

\$248,044

rev.: 9/24/2019

FEE SCHEDULE

Claremont Municipal Airport
Terminal Apron Rehabilitation

SBG # 02-13-2020
Stantec Project No. 195211201

Article A: Project Development & Collection of Data

TASK	DISCIPLINE	Senior Principal	Project Manager	Staff Environmental Analyst	Senior Civil Engineer	Civil Engineer	Engineering Technician	Surveyor	CADD/Computer Technician	Administrative/Clerical
1.0	Supplemental Funding Request	2	8							
2.0	Review of As-Built Data		8			8				
3.0	Topographic Survey (3 field days, 1 office days)		2					32	8	
4.0	Existing Conditions Plan		2						20	
5.0	Record Geotechnical Review		2							
6.0	Geotechnical Layout		4						8	
7.0	Coordinate/Observe Subsurface Investigation (assume 2 field days)		20							
8.0	Geotechnical Subsurface Investigation (see S.W. Cole task below)									
	TOTAL HOURS	2	46	0	0	8	0	32	36	0
	Hourly Rate	\$87.50	\$41.00	\$27.00	\$47.00	\$41.00	\$31.00	\$42.00	\$30.00	\$32.45
	Direct Labor Cost	\$175.00	\$1,886.00	\$0.00	\$0.00	\$328.00	\$0.00	\$1,344.00	\$1,080.00	\$0.00

Expenses:				
Task 3.0				
<u>Trips</u>	<u>Miles</u>	<u>\$ per mile</u>	<u>Total</u>	
1	306	\$ 0.580	\$ 177.48	TOTAL DIRECT LABOR COST \$ 4,813.00
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		OVERHEAD @ 166.168% \$ 7,997.67
2	0	\$ 127.00	\$	
<u>Days</u>	<u>People</u>	<u>Meals</u>		TOTAL LABOR COST \$ 12,810.67
3	1	\$ 59.00	\$ 177.00	
Task 7.0				
<u>Trips</u>	<u>Miles</u>	<u>\$ per mile</u>	<u>Total</u>	
1	306	\$ 0.580	\$ 177.48	FIXED FEE @ 15% \$ 1,921.60
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>		SUBTOTAL \$ 14,732.27
1	1	\$ 127.00	\$ 127.00	
<u>Days</u>	<u>People</u>	<u>Meals</u>		TOTAL EXPENSES \$ 1,126.96
2	1	\$ 59.00	\$ 118.00	
Misc. Expenses (Incl. Tolls)				\$ 100.00
Shipping/Reproduction				\$ 250.00
TOTAL EXPENSES				\$ 1,126.96
Outside Services:				
Task 8.0: Geotechnical Investigation				
S.W. Cole				\$ 11,200.00
TOTAL OUTSIDE SERVICES				\$ 11,200.00
				TOTAL OUTSIDE SERVICES \$ 11,200.00
				TOTAL THIS ARTICLE \$ 27,059.23
				USE: \$ 27,059

FEE SCHEDULE

Claremont Municipal Airport Terminal Apron Rehabilitation

SBG # 02-13-2020
Stantec Project No. 195211201

Article B: Design, Drawings and Specifications

DISCIPLINE		Senior Principal	Project Manager	Senior Civil Engineer	Civil Engineer	Senior Environmental Analyst	Electrical Engineer	Civil Engineer	CADD/Computer Technician	Senior Electrical Engineer	Administrative/Clerical
1.0	Apron Layout		8		8				8		
2.0	Pavement Design Report		4		16				8		
3.0	Engineer's Design Report		4		16						
4.0	Title Sheets, General Plan and Notes		8		8				18		
5.0	Construction Safety and Phasing Plan and Narrative	1	20		8				16		
6.0	Existing Apron Demolition Plan		10						16		
7.0	Grading Plans, Spot Grade Plans, Profiles, and Sections	2	20		16				16		
8.0	Electrical Plan and Details		8				20			20	
9.0	Typical Cross Sections				16				20		
10.0	Site and Civil Details		8		8				20		
11.0	Pavement Marking Layout Plans and Details		8		8				20		
12.0	Erosion Control Plan and Details		2		4				8		
13.0	Quantities and Estimates	1	2		20		8				4
14.0	Bid Alternate		4								
15.0	Specifications	2	8		32		8				24
16.0	Quality Reviews	8	2								
17.0	Design Review Meeting & Comments List				16						
18.0	Preliminary Design Submission		8		8				10		
TOTAL HOURS		14	124	0	184	0	36	0	160	20	28
Hourly Rate		\$87.50	\$41.00	\$47.00	\$41.00	\$47.00	\$32.00	\$41.00	\$30.00	\$48.00	\$32.45
Direct Labor Cost		\$1,225.00	\$5,084.00	\$0.00	\$7,544.00	\$0.00	\$1,152.00	\$0.00	\$4,800.00	\$960.00	\$908.60

Expenses: Task 17.0				TOTAL DIRECT LABOR COST		\$21,673.60
<u>Trips</u>	<u>Miles</u>	<u>\$ per mile</u>	<u>Total</u>			
1	306	\$ 0.580	\$ 177.48			
<u>Days</u>	<u>People</u>	<u>meals</u>				
1	3	\$ 59.00	\$ 177.00			
Shipping/Reproduction				\$ 1,000.00		
Misc. Expenses (Incl. Totals)				\$ 250.00		
TOTAL EXPENSES				\$1,250.00		
Outside Services:				SUBTOTAL		\$66,341.42
				TOTAL EXPENSES		\$1,250.00
				SUBTOTAL		\$67,591.42
				TOTAL OUTSIDE SERVICES		\$ -
				TOTAL THIS ARTICLE		\$67,591.42
				USE:		\$67,591

FEE SCHEDULE

Claremont Municipal Airport Terminal Apron Rehabilitation

SBG # 02-13-2020
Stantec Project No. 195211201

Article C: Environmental Services

[illegible]

FEE SCHEDULE

Claremont Municipal Airport
Terminal Apron Rehabilitation

SBG # 02-13-2020
Stantec Project No. 195211201

Article D: General Administration

DISCIPLINE	Senior Principal	Project Manager	Airport Planner	Senior Environmental Analyst	Senior Airport Planner II	Senior Civil Engineer	Civil Engineer	Senior Electrical Engineer	CADD/Computer Technician	Administrative/Clerical
TASK										
1.0 Scope of Services, Fee and Contract	2	20	2				8			2
2.0 Prepare for and Attend Scoping Meeting		10	4							
3.0 FAA Grant Application		12	4						1	2
4.0 Payment Vouchers		12	2							6
5.0 Project Accounting		8								4
6.0 DBE Coordination		6								
7.0 Project Administration		6	2							
8.0 Safety Forms		4								
TOTAL HOURS	2	78	14	0	0	0	8	0	1	14
Hourly Rate	\$87.50	\$41.00	\$44.00	\$47.00	\$52.00	\$47.00	\$41.00	\$48.00	\$30.00	\$32.45
Direct Labor Cost	\$175.00	\$3,198.00	\$616.00	\$0.00	\$0.00	\$0.00	\$328.00	\$0.00	\$30.00	\$454.30

Expenses:					
<u>Task 2.0</u>					
<u>Trips</u>	<u>Miles</u>	<u>\$ per mile</u>	<u>Total</u>		
1	305	\$ 0.580	\$ 177.48	TOTAL DIRECT LABOR COST \$4,801.30	
<u>Days</u>	<u>People</u>	<u>meets</u>		OVERHEAD @ 166.168% \$7,978.22	
1	1	\$ 59.00	\$ 59.00		
Shipping/Reproduction			\$ 800.00	TOTAL LABOR COST \$12,779.52	
Misc. Expenses (incl. Tolls)			\$ 200.00		
TOTAL EXPENSES			\$1,236.48	FIXED FEE @ 15% \$1,916.93	
				SUBTOTAL \$14,696.45	
Outside Services:				TOTAL EXPENSES \$1,236.48	
None				SUBTOTAL \$15,932.93	
TOTAL OUTSIDE SERVICES			\$ -	TOTAL OUTSIDE SERVICES \$ -	
				TOTAL THIS ARTICLE \$15,932.93	
				USE: \$15,933	

FEE SCHEDULE

Claremont Municipal Airport
Terminal Apron Rehabilitation

SBG # 02-13-2020
Stantec Project No. 195211201

Article E: Bidding and Construction Arrangements

TASK	DISCIPLINE	Senior Principal	Project Manager	Senior Environmental Scientist	Airport Planner	Senior Airport Planner II	Senior Civil Engineer	Civil Engineer	Senior Electrical Engineer	CADD/Computer Technician	Administrative/ Clerical
1.0	Prepare and Distribute Bid Documents		8							4	8
2.0	Advertisement for Bids		6								8
3.0	Prepare Addenda		34							8	2
4.0	Pre-Bid Conference		4							4	
5.0	Bid Analysis		6								4
6.0	Coordinate Construction Contract		8								
7.0	Prepare Conformed Set of Drawings		8							8	
	TOTAL HOURS	0	74	0	0	0	0	0	0	24	22
	Hourly Rate	\$87.50	\$41.00	\$47.00	\$44.00	\$52.00	\$47.00	\$41.00	\$48.00	\$30.00	\$32.45
	Direct Labor Cost	\$0.00	\$3,034.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00	\$713.90

Expenses:

Task 4.0

Trips	Miles	\$ per mile	Total
1	306	\$ 0.580	\$ 177.48
Days	People	meals	
1	2	\$ 59.00	\$ 118.00

Advertisement		
Shipping/Reproduction:	\$	500.00
Misc. Expenses (Incl. Tolls)	\$	150.00
TOTAL EXPENSES		\$945.48

TOTAL DIRECT LABOR COST	\$4,487.90
OVERHEAD @ 166.166%	\$7,424.22
TOTAL LABOR COST	\$11,892.12
FIXED FEE @ 15%	\$1,783.82
SUBTOTAL	\$13,675.94
TOTAL EXPENSES	\$945.48
SUBTOTAL	\$14,621.42
TOTAL OUTSIDE SERVICES	\$0.00
TOTAL THIS ARTICLE	\$14,621.42
USE:	\$14,621

Outside Services:

None

TOTAL OUTSIDE SERVICES	\$ -
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FEE SCHEDULE

Claremont Municipal Airport Terminal Apron Rehabilitation

SBG # 02-13-2020
Stantec Project No. 195211201

Article F: Construction Administration

[illegible]

**Claremont Municipal Airport
Terminal Apron Rehabilitation**

SBG # 02-13-2020
Stantec Project No. 195211201

Article G: Technical Observation of Construction

DISCIPLINE		Senior Principal	Project Manager	Senior Civil Engineer	Resident Engineer	Surveyor	Senior Environmental Analyst	Staff Environmental Analyst	Electrical Engineer	Engineering Technician	Administrative/ Clerical
1.0	Technical Observation of Construction - Assume 40 Calendar Day Schedule (8 Weeks at 55 hours per week + punch list)				450						
2.0	Survey QA Check - Assume 1 day trip throughout Project					10					
3.0	Construction Testing Quality Assurance - See Outside Services below										
4.0	Pre-Construction Inspection and Punch List Follow Up				16						
TOTAL HOURS		0	0	0	466	10	0	0	0	0	0
Hourly Rate		\$87.50	\$41.00	\$47.00	\$35.00	\$42.00	\$47.00	\$27.00	\$32.00	\$31.00	\$32.45
Direct Labor Cost		\$0.00	\$0.00	\$0.00	\$16,310.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

/day

Expenses:						
Task 1.0						
<u>Trips</u>	<u>Miles</u>		<u>\$ per mile</u>	<u>Total</u>	TOTAL DIRECT LABOR COST,	\$16,730.00
8	306	\$	0.580	\$ 1,419.84	OVERHEAD @ 166.168%	\$27,799.91
<u>Days</u>	<u>People</u>		<u>meets</u>			
42	1	\$	59.00	\$ 2,478.00		
<u>Nights</u>	<u>People</u>		<u>lodging</u>			
42	1	\$	130.00	\$ 5,460.00	TOTAL LABOR COST	\$44,529.91
Task 4.0						
<u>Trips</u>	<u>Miles</u>		<u>\$ per mile</u>	<u>Total</u>	FIXED FEE @ 15%	\$6,679.49
2	306	\$	0.580	\$ 354.96		
<u>Days</u>	<u>People</u>		<u>meets</u>		SUBTOTAL	\$51,209.39
2	1	\$	59.00	\$ 118.00		
<u>Nights</u>	<u>People</u>		<u>lodging</u>		TOTAL EXPENSES	\$11,961.80
3	1	\$	127.00	\$ 381.00		
Shipping/Reproduction				\$ 250.00		
Misc. Expenses (Incl. Tolls)				\$ 1,500.00		
TOTAL EXPENSES				\$11,961.80		
					SUBTOTAL	\$63,171.19
Outside Services:					TOTAL OUTSIDE SERVICES	\$16,500.00
Task 3.0: Materials Testing					TOTAL THIS ARTICLE	\$79,671.19
SW Code						
TOTAL OUTSIDE SERVICES					\$16,500.00	
					USE:	\$79,671.19

Attachment B

19-0994.1 S

August 5, 2019

Stantec Consulting Services, Inc.
Attention: Ms. Amie Gray, P.E.
482 Payne Road
Scarborough, Maine 04074

Subject: Proposal
Explorations, Laboratory Testing and Geotechnical Engineering Services
Proposed Apron Reconstruction
Claremont Municipal Airport
Claremont, New Hampshire

Dear Amie:

In response to your request, we are pleased to submit this Proposal for explorations, laboratory testing and geotechnical engineering services for the subject project. The purpose of the work is to coordinate and observe explorations for the proposed Apron reconstruction. Additionally, we will perform laboratory testing and provide a written report.

SCOPE OF SERVICES

Based on your request, we understand that the scope of services is as follows:

1) Test Boring Explorations

- a. Perform 4 test boring explorations to depths of 10 feet, or refusal, at locations within the runway reconstruction area.
- b. Boring logs will include information on groundwater conditions, bedrock depth, if encountered, and existing soil profile.
- c. Pavement cores and base/subbase gravel samples will be taken from test borings. Base/subbase gravel samples at these locations will be taken by hand from the top 8 inches of existing gravel through an 8-inch core hole.
- d. Soil samples will be collected for laboratory testing as described below.
- e. All test boring explorations will be backfilled, compacted, and patched with rapid set concrete.

2) Laboratory Testing

- a. Perform 4 grain size analyses, 2 of which will include percent finer than 0.02 mm, on selected subgrade samples from test boring explorations.
- b. Perform 6 grain size analyses, including percent finer than 0.02 mm, on selected base/subbase samples from test boring explorations.
- c. Perform 4 Atterberg limits on selected subgrade samples from explorations.
- d. Crush 2 pavement core samples to simulate spoil from a pavement grinder and perform grain size analyses for use in estimating pavement reclamation blends.
- e. Use 2 pavement core samples to determine asphalt content.
- f. Perform 2 laboratory California Bearing Ratio (CBR) tests on selected subgrade samples obtained from the borings. It must be understood that the borehole diameter only allows recovery of a finite amount of sample. It must be understood that in order to recover adequate amount of soil for CBR, that samples from several borings with similar soil may need to be composited.

3) Written Report of Findings

- a. Prepare a written report of findings including test boring logs, field test results, and laboratory test results. The report will include a design frost depth for the project area, groundwater conditions, and approximate locations and depths of bedrock. The report will include recommendations for reclaiming the aircraft apron pavement and base materials to produce P-207 recycled asphalt aggregate base course, including a range of thicknesses and a recommended grain size distribution for supplemental aggregate.

We will mark the explorations at the site and contact DigSafe to notify member utilities and contact non-member utilities prior to the exploration work. We will subcontract a private utility locator to perform Ground Penetrating Radar or similar technology to determine potential presence of buried utilities in the vicinity of the test boring locations, if applicable. Neither S.W. COLE nor its subcontractors shall be responsible for any loss arising from damage to or contact with buried utilities and/or other manmade objects that were not brought to the attention of S.W. COLE prior to commencement of the exploration program.



19-0994.1 S
August 5, 2019

The explorations will be made by a drilling contractor subcontracted by S.W.COLE.

SCHEDULE

The field work is scheduled to begin August 28, 2019. The field work should require 1 day to complete. Our final written report of findings will be provided within about 3 to 4 weeks. This schedule is dictated by the time required to pre-soak each CBR point per ASTM.

BUDGET AND COMPENSATION

S.W.COLE will charge for services on a unit rate basis as presented on the attached budget sheet. We estimate a budget of \$11,200 for the services described herein.

TERMS AND CONDITIONS

It is understood that our contract is subject to our attached Terms and Conditions. To confirm our understanding, please sign this Proposal and return a copy for our files.

If you have any questions regarding this Proposal, please do not hesitate to contact us. We look forward to being of assistance to you on this project.

Sincerely,

S. W. Cole Engineering, Inc.

Chad B. Michaud, P.E.
Executive Vice President

CBM:ajh

CONTRACT ACCEPTANCE

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

FIRM: _____

DATE: _____

TEL./FAX: _____



Attachment A

Breakdown of Budget:

GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING

Article	Description	Staff	Qty	Unit	Unit Cost	Total
Project Management and Reporting						
	Evaluation and Report Preparation	Geotech.Engineer	20	HR	\$ 90.00	\$ 1,800.00
	Project Coordination and Management	Sen. Geotech.Engineer	6	HR	\$ 140.00	\$ 840.00
	Drafting	Drafting Technician	2	HR	\$ 85.00	\$ 170.00
					<i>subtotal</i>	\$ 2,810.00
Laboratory Testing						
	Gradation Tests		10	EA	\$ 95.00	\$ 950.00
	Hydrometer Analysis		6	EA	\$ 95.00	\$ 570.00
	Atterberg Limits		4	EA	\$ 95.00	\$ 380.00
	Core Crushing and Gradation		2	EA	\$ 250.00	\$ 500.00
	Extraction/Gradation		2	EA	\$ 125.00	\$ 250.00
	California Bearing Ratio		2	EA	\$ 450.00	\$ 900.00
					<i>subtotal</i>	\$ 3,550.00
Field Services						
	Monitor Test Borings	Geotech Engineer	14	HR	\$ 100.00	\$ 1,400.00
	Standby Time for Delays beyond S.W.COLE/Driller Control		-	HR	\$ 100.00	
	Mileage		200	MILE	\$ 0.58	\$ 116.00
	Per diem (Test Boring and Coring Personnel)		1	NIGHT	\$ 175.00	\$ 175.00
					<i>subtotal</i>	\$ 1,691.00
Subcontracted Services						
	Drilled Test Borings, Mobilization, and Perdiem		1	DAYS	\$ 2,125.00	\$ 2,125.00
	Drilling Mobilization		1	EACH	\$ 500.00	\$ 500.00
	Private Utility Locate		0.25	DAY	\$ 2,150.00	\$ 537.50
	Standby Time for Delays beyond S.W.COLE/Driller Control		-	HOURL	\$ 300.00	
					<i>subtotal</i>	\$ 3,162.50
TOTAL \$						11,213.50

Attachment A

Attachment C

19-0994.2 M

August 6, 2019

Stantec
Attention: Ms. Amie Gray, PE
482 Payne Road Scarborough Court
Scarborough, ME 04074-8929

Subject: Proposal
Construction Materials Testing Services
Claremont Municipal Airport, CNH
Terminal Apron Rehabilitation
Claremont, New Hampshire

Dear Amie:

We are pleased to submit this Proposal to provide construction materials testing services for the proposed Terminal Apron Rehabilitation for the Claremont Municipal Airport in Claremont, New Hampshire. We understand that the project may include the placement of new P-207 and P-401.

SCOPE OF SERVICES

S. W. Cole Engineering, Inc. (S.W.COLE) will provide construction materials testing and observation services as coordinated and directed by Stantec or their designated representative. We understand our scope of services may include the following:

Preconstruction and Submittal Review

- Attending pre-construction meeting at the Airport to review the anticipated work.
- Review certain Contractor submittals prior to and during construction. Anticipated submittals include the Contractor's Quality Control Plan submittal, and P-401 Plant Mix Bituminous Pavement Job Mix Formula (JMF). Review, edit and coordinate directly with Stantec regarding changes required for these submittals.

Earthwork

- Sample and test soil fill materials for Grain Size Analysis (ASTM C117, C136, and D422) and Standard or Modified Proctors (ASTM D698 & ASTM D1557).
- Observe placement and perform field density tests on fill materials (ASTM D6398)

HMA Paving

- Perform plant Quality Assurance (QA) material acceptance sampling and testing as per Item P-401 Plant Mixed Bituminous Pavements specifications. The asphalt supplier will be responsible for providing a properly equipped laboratory for QA Testing.
- QA testing will be performed by Marshall mix or gyratory design methods including preparation of compacted specimens for air voids, flow and stability, AASHTO T-209 Theoretical Maximum Density, core thickness and core density.
- Test reports for P-401 will include test results and Percent Within Limit (PWL) values by the day following a day's production or Lot.

We will provide reports of field observations and testing directly to the client, with copies forwarded to the Owner as requested. The project will be staffed with a NETTCP Certified Technician on an as-scheduled basis. This project will be services from our White River Jct., Vermont office. Our project manager will be Alan Brown and can be reached at (802) 281-4559 or alan.brown@swcole.com.

It should be understood by the client and others providing services on this project that the scope of observations and testing performed by S.W. COLE are for the use of our client and are not a substitute for the quality control requirements of the contractor and others.

We understand the general contractor has full responsibility for the project including schedule, safety, completeness, and quality in accordance with the project contract specifications.

SCHEDULE

We understand the project is scheduled to begin in the spring of 2020 with and anticipated completion of summer 2020. Our contact for scheduling is Jaen Warren and can be reached at jane.warren@swcole.com or (802) 281-4559. We request 24 hours notice for scheduling of field services.



19-0994.2 M
August 6, 2019

BUDGET AND COMPENSATION

S.W.COLE will charge for services in accordance with the attached Charge Rate Schedule (Attachment A). The estimated fees for our services are included in Attachment A-1

The attached budget estimate (A-1) is based on our interpretations of the information provided to us by Stantec. The means, methods, sequences and operations of construction, which are controlled by the contractor and others, will significantly affect our budget. We recommend that this budget estimate be reviewed periodically to make any needed adjustments or amendments.

PROPOSAL ACCEPTANCE

If this Proposal meets your approval, please issue a contract based on the above scope of services. Please call if you have any questions. We look forward to being of assistance to you on this project.

Very truly yours,

S. W. COLE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "A. Michaud", is written over a light blue horizontal line.

Andrew A. Michaud
Construction Services Manager

AAM:aib

S. W. COLE ENGINEERING, INC.
 Charge Rate Schedule
 Construction Materials Testing Services
 Claremont Municipal Airport (CNH)
 Terminal Apron Rehabilitation
 Claremont, New Hampshire

<u>ITEM</u>	<u>UNIT</u>	<u>RATE</u>
<u>Personnel</u>		
Technician (straight time)	Hour	\$68*
Asphalt Plant Technician	Hour	\$75*
Construction Service Manager/Project Manager	Hour	\$100*
<u>Laboratory Services</u>		
<u>Soil</u>		
Grain Size Analysis (ASTM C-136 & 117)	Each	\$105
Modified or Standard Proctor (ASTM D-1557 & D-698)	Each	\$130
<u>HMA</u>		
Core Bulk Specific Gravity, AASHTO T 209	Each	\$30
<u>Equipment</u>		
Nuclear Densometer, (ASTM D-6938)	Test	\$15
HMA Coring Equipment	Day	\$150
<u>Other Direct Charges</u>		
Travel	Mile	\$0.57**

Note:

*Hourly rates are billed in ¼ hour increments portal to portal

**Or Current IRS mileage rate

Project No. 19-0994.2

ATTACHMENT A



COST ESTIMATE

PROJECT NAME:	Claremont CNH Apron Reconstuction
CLIENT:	Stantec
PROJECT NO:	19-0994.2
DATE:	8/5/2019
PROJECT MANAGER:	A. Brown

	Total	ESTIMATED SUBTOTAL	\$	15,003
	plus 10% contingency	TOTAL WITH 10% CONTINGENCY	\$	16,503

Task	Miles (RND)	Travel Time (RND)	Time On site	Hourly Rate	Trips / visits *	Mileage	No. of Tests *	Unit Cost/test	Test Total	COST PER TRIP	TOTAL TRIPS COST	FIELD TOTAL	Subtotal (including travel)
FIELD SERVICES													
P-154-4.1, Sub-base course													
Gradation							2	\$ 105.00	\$ 210.00				\$ 210
Moisture/Density (Proctor)							2	\$ 130.00	\$ 260.00				\$ 260
Field Compaction Testing	100	1	4	\$ 68	5	\$ 0.57	25	\$ 15.00	\$ 375.00	\$ 125	\$ 625	\$ 1,360	\$ 2,360
P207-5.1, Reclaimed, Full Depth													
Gradation							5	\$ 105.00	\$ 525.00				\$ 525
Moisture/Density (Proctor)							5	\$ 130.00	\$ 650.00				\$ 650
Field Compaction Testing	100	1	4	\$ 68	8	\$ 0.57	40	\$ 15.00	\$ 600.00	\$ 125	\$ 1,000	\$ 2,176	\$ 3,776
P-29A-5.1, Supplemental Aggregate													
Gradation							1	\$ 105.00	\$ 105.00				\$ 105
Moisture/Density (Proctor)							1	\$ 130.00	\$ 130.00				\$ 130
Field Compaction Testing	100	1	4	\$ 68	2	\$ 0.57	10	\$ 15.00	\$ 150.00	\$ 125	\$ 250	\$ 544	\$ 944
P-401-8.1, Bituminous Base/surface course													
Field Testing	100	1	8	\$ 75	4	\$ 0.57				\$ 132	\$ 528	\$ 2,400	\$ 2,928
Cores, Bulk Specific Gravity, Test							24	\$ 30.00	\$ 720.00				\$ 720
HMA Coring Equipment, day							4	\$ 150	\$ 600	\$ -	\$ -	\$ -	\$ 600
Sample Pickups	100	1	0.5	\$ 68	5	\$ 0.57				\$ 125	\$ 625	\$ 170	\$ 795
Total site visits					24								

PROFESSIONAL SERVICES													
Construction Services Manager,			10	\$ 100	1				\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000
Submittal/Report Review													

* ASSUMED VALUES													
SUBTOTAL	\$ 15,003								TOTALS	\$ 1,470	\$ 1,403	\$ 4,114	\$ 15,003
	\$ 15,003												

January 2020

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:

Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid,
Technical Observation of Construction)

SBG Project Number: SBG-02-13-2020



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-02-13-2020

Description of Work: Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid, Technical Observation of 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 24 day of January, 2020.

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-02-13-2020

Description of Work: Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid, Technical Observation of 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 it 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 24 day of January, 2020.

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:



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: 1/24/2020	



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.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



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-02-13-2020

Description of Work: Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid, Technical Observation of 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.

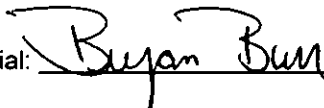
Executed on this 24 day of January, 2020.

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:



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-02-13-2020

Description of Work: Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid, Technical Observation of 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.

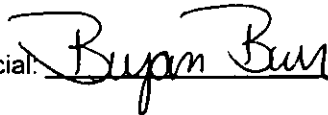
Executed on this 24 day of January, 2020.

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:



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-02-13-2020

Description of Work: Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid, Technical Observation of 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

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☐ Yes ☐ No ☒ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. 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. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (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.

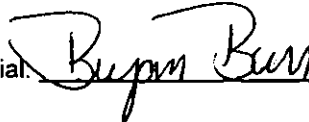
Executed on this 24 day of January, 2020.

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:



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-02-13-2020

Description of Work: Terminal Apron Rehabilitation - Phase I (Design, Permit, Bid, Technical Observation of 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
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.

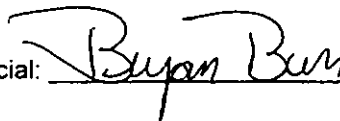
Executed on this 24 day of January, 2020.

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:



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.