



*Victoria F. Sheehan*  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*William Cass, P.E.*  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

April 2, 2020  
Bureau of Aeronautics

**REQUESTED ACTION**

Authorize the Department of Transportation to provide funding to the City of Claremont, NH (Vendor 177373), for SBG 02-15-2020, to conduct an Environmental Assessment (EA) Study for the Claremont Municipal Airport in Claremont, NH. State and Federal participation in the amount of \$36,898.00 is effective upon Governor and Council approval through August 7, 2021. 95% Federal Funds, 5% General Funds.

Funding is available as follows:

04-96-96-960030-7976	<u>FY 2020</u>
FAA Projects	
034-500152 Design/Study	\$36,898.00

**EXPLANATION**

Two Federal Aviation Administration (FAA) State Block Grant was 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-25-2017	\$2,177,659.00

A total of \$34,956.00 (90% of the project cost) is proposed from the grants listed above for this airport planning project (SBG 02-15-2020 copy attached), to conduct an EA Study for the Claremont Municipal Airport in Claremont, NH.

The airport is required to address safety issues in the approach end of Runway 11/29, before any work can be completed to rehabilitate the runway. Currently, there are obstructions in the approach end of Runway 11. Runway 11/29 pavement is 28 years old and in need of rehabilitation. The runway rehabilitation is scheduled to be completed under a future FAA grant in FFY 2021. The federal funding for this EA project will expire on July 25, 2020. The future runway safety improvements are dependent on the completion of this project.

In accordance with FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions, potential impacts associated with the acquisition of easements and the

removal of obstructions off airport property require review and consideration within the context of an EA.

The EA will identify and evaluate alternatives to the proposed airport actions as required. The analysis of alternatives is intended to establish the preferred alternative with regard to avoiding or minimizing environmental impacts to the greatest extent practicable. The potential effects of implementing the proposed action and those actions previously conducted at the airport will be cumulatively assessed to determine whether the impacts "significantly impact the environment".

The airport has identified obstructions in the airport imaginary surfaces to Runway 11/29. The EA will provide the alternative analysis to identify the preferred alternative for achieving the project goals based on public safety, operational, engineering, environmental and economic considerations.

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 \$1,942.00 (5% of this project). State participation in the amount of \$1,942.00 (5% of this project) is also requested. The total cost of the airport planning project is \$38,840.00.

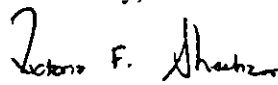
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent 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, 2013 195:1 XVI-A.1 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 9, 2020</u>
Airport/Planning Area	<u>Claremont Municipal Airport</u>
State Block Grant Number	<u>SBG 02-15-2020</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:

Prepare Environmental Assessment

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 \$36,898.00.

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):

\$36,898.00 for planning

\$0.00 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 **August 7, 2021**.

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

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

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

April 9, 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 debars 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.

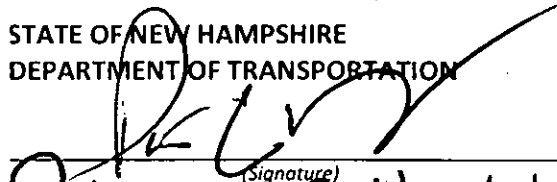
**30. Insurances.** The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:

- 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.

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  
(Typed Name)  
Director of Aeronautics,  
(Title of NHDOT Official) Rail+Trans

**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: 4/21/20

By: Allen Byersson

Assistant Attorney General

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

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Secretary of State

(Title)

**PART II - ACCEPTANCE**

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this 27<sup>th</sup> day of March, 2020.

City of Claremont

(Name of Sponsor)

Ed Morris

(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 Tansley, 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 27<sup>th</sup> day of March, 2020.

By: Shawn Tansley

(Signature of Sponsor's Attorney)

<sup>1</sup> 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: March 25, 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 27<sup>th</sup> day of March, 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 March 27, 2020, appeared before me Dorée Russell, 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
HANGARKEEPERS LIMIT	\$ 100,000
EACH AIRCRAFT LIMIT	\$ 100,000
EACH LOSS LIMIT	\$ 100,000
HANGARKEEPERS 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

5/1/2020

DATE (MM/DD/YYYY)

3/23/2020

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):

FAX

(A/C, No):

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Berkshire Hathaway Specialty Insurance Company

22276

INSURER B : Travelers Property Casualty Co of America

25674

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED  
1415077 STANTEC CONSULTING SERVICES INC.  
370 INTERLOCKEN BOULEVARD, SUITE 300  
BROOMFIELD CO 80021-8012

## COVERAGES

CERTIFICATE NUMBER: 16657993

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	47-GLO-307584	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	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 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2019 5/1/2019 5/1/2019	5/1/2020 5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	N	N	47-UMO-307585	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	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	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2019 5/1/2019	5/1/2020 5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: 179450121; CLAREMONT MUNICIPAL AIRPORT ENVIRONMENTAL ASSESSMENT. CITY OF CLAREMONT AND NHDOT ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

16657993

CITY OF CLAREMONT  
100 BROAD STREET  
CLAREMONT NH 03743-2677

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**RECEIVED**

**MAR 09 2020**

**NH AERONAUTICS**

**Application for Federal Assistance SF-424**

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☒ New  
☐ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

02-15-2020

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

SBG-02-15-2020

**5b. Federal Award Identifier:**

SBG-02-15-2020

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

City of Claremont

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

02-6000154

**\* c. Organizational DUNS:**

0739747760000

**d. Address:**

**\* Street1:**

Claremont Fire Department

**Street2:**

100 Broad Street

**\* City:**

Claremont

**County/Parish:**

Sullivan

**\* State:**

NH: New Hampshire

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

03743

**e. Organizational Unit:**

**Department Name:**

**Division Name:**

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

**Prefix:**

Mr.

**\* First Name:**

Gregg

**Middle Name:**

**\* Last Name:**

Cohen

**Suffix:**

**Title:**

Associate / Environmental Analyst

**Organizational Affiliation:**

Stantec Consulting Services Inc.

**\* Telephone Number:**

(207) 887-3824

**Fax Number:**

(207) 883-3376

**\* Email:**

gregg.cohen@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:**

Prepare Environmental Assessment

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

# Application for Federal Assistance SF-424

## 16. Congressional Districts Of:

\* a. Applicant

\* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

## 17. Proposed Project:

\* a. Start Date:

\* b. End Date:

## 18. Estimated Funding (\$):

* a. Federal	<input type="text" value="34,956.00"/>	✓
* b. Applicant	<input type="text" value="1,942.00"/>	✓
* c. State	<input type="text" value="1,942.00"/>	✓
* d. Local	<input type="text"/>	
* e. Other	<input type="text"/>	
* f. Program Income	<input type="text"/>	
* g. TOTAL	<input type="text" value="38,840.00"/>	✓

WJ

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

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

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

☒ \*\* I AGREE

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

## Authorized Representative:

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative: 

\* Date Signed:



## Application for Federal Assistance (Planning Projects)

### Part II – Project Approval Information

#### Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

<b>Item 1</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2</b> 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
<b>Item 3</b> 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
<b>Item 4</b> Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number.  CFDA: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5</b> 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?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414 <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)  <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

## 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 III – Budget Information

### Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 34,956	\$ 3,884	\$ 38,840
2.				
3. TOTALS		\$ 34,956	\$ 3,884	\$ 38,840

### Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$ 1,007	\$	\$	\$	\$ 1,007
b. Airport Planning					
c. Environmental Planning	37,833				37,833
d. Noise Compatibility Planning					
e. Subtotal					
f. Program Income					
g. TOTALS (line e minus line f)	\$ 38,840	\$	\$	\$	\$ 38,840

### Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Airport Improvement Program	\$ 1,942	\$ 1,942	\$	\$ 3,884
6.				
7. TOTALS	\$ 1,942	\$ 1,942	\$	\$ 3,884

### Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
8. Federal	\$ 34,956	\$ 34,956	\$	\$	\$
9. Non-Federal	3,884	3,884			
10. TOTAL	\$ 38,840	\$ 38,840	\$	\$	\$

### Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

None.

## Part IV - Program Narrative

(Suggested Format)

**PROJECT:** Prepare Environmental Assessment

**AIRPORT:** Claremont Municipal Airport

**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, NEW HAMPSHIRE**

**PREPARE ENVIRONMENTAL ASSESSMENT**

**PART IV - PROGRAM NARRATIVE**

March 2020

**PROJECT OBJECTIVES**

Obstructions to the 20:1 threshold siting obstacle clearance surface and TERPS obstacle identification surface have been identified for the approach to Runways 11 and 29 at Claremont Municipal Airport.

The objective of the alternative analysis in the environmental assessment is to identify the preferred alternative for achieving the project goals based on public safety, operational, engineering, environmental and economic considerations. Practicable alternatives will be developed in association with the New Hampshire Department of Transportation (NHDOT) and Claremont Municipal Airport for subsequent easement acquisition and obstruction removal projects. In addition, a no-action alternative will be analyzed to establish a baseline for comparing environmental impacts associated with proposed alternatives.

**PROJECT BENEFITS**

At the end of the project the airport will have a clear direction with respect to how to correct the obstruction issue for the threshold siting obstacle clearance surface and TERPS obstacle identification surface.

**PROJECT APPROACH**

~~This project will include presenting the environmental assessment necessary to present Runway 11-29 improvements.~~

The following is the schedule and costs for the project:

*Project Schedule*

Scoping and Grant Administration .....	May 2020
Draft Environmental Assessment .....	August 2020
Public Meeting .....	September 2020
Final Environmental Assessment.....	September 2020

*Project Costs*

Administrative Expenses	\$1,007.00
Environmental Assessment	<u>\$37,833.00</u>
Total	\$38,840.00

**PROJECT LOCATION**

The Claremont Municipal Airport is located within the City of Claremont, Sullivan County, New Hampshire.

**ENVIRONMENTAL ISSUES**

The proposed project's work tasks will follow the guidance put forth in FAA Order 5050.4B, *Airport Environmental Handbook*, for identifying potential significant environmental impacts caused by the preferred conceptual alternative.

This project is categorically excluded per FAA Order 1050.1F, Chapter 5, Paragraph 5-6.1(o) and there are no extraordinary circumstances per Chapter 5, Paragraph 5-1.

**EXHIBIT A**

The Exhibit A Property Map dated 5/11/2005, and attached to the Grant Application for AIP 33-0002-16 reflects, 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.

**USER COORDINATION**

Figure 1 is a copy of the notice to airport users, which will be posted at the Claremont Municipal Airport to announce the intent of the proposed project.

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)**

The City of Claremont has an approved and current DBE program on file with the FAA/Civil Rights Division. The City of Claremont has established an overall goal of 3% percent for DBE participation for all federally funded projects in FAA fiscal year 2020. At the end of FY 2020, the City will submit DOT Form 4630 to the FAA/Civil Rights Division to report its FY 2020 DBE accomplishments.



### **EXECUTIVE ORDER 12372 INTERGOVERNMENTAL REVIEW PROCESS**

This project requires Executive Order 12372 Intergovernmental Review. A copy of the SF 424, program narrative, budget sheets from FAA Form 5100-100 and project sketch has been sent to the Procurement and Contract Compliance Officer, NH Office of Strategic Initiatives. The grant application has not been forwarded to the New Hampshire Division of Historical Resources for compliance with Section 106 of the National Historic Preservation Act as the project is in the category which includes airport master plans, environmental assessments, noise studies, and other planning studies that do not require coordination.

### **NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION COORDINATION**

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

#### **SPONSOR'S REPRESENTATIVE**

Fire Chief, Bryan Burr  
City of Claremont  
100 Broad Street  
Claremont, NH 03743  
Ph: (603) 542-7012

Mr. Gregg Cohen  
Stantec Consulting Services Inc.  
482 Payne Road, Scarborough Court  
Scarborough, ME 04074  
Ph: (207) 887-3824

**APPENDIX A****SCOPE OF SERVICES  
CLAREMONT MUNICIPAL AIRPORT  
CLAREMONT, NEW HAMPSHIRE****PROPOSED PROJECT:  
ENVIRONMENTAL ASSESSMENT****SCOPE OF SERVICES****INTRODUCTION**

In accordance with FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*, potential impacts associated with the acquisition of easements and the removal of obstructions off airport property require review and consideration within the context of an Environmental Assessment (EA).

The EA will identify and evaluate alternatives to the proposed actions as required. The analysis of alternatives is intended to establish the preferred alternative with regard to avoiding and minimizing environmental impacts to the greatest extent practicable. The potential effects of implementing the proposed action and those actions previously conducted at the airport will be cumulatively assessed to determine whether the impacts "significantly impact the environment."

If the NHDOT/FAA determines that the cumulative impact is not significant, it may issue a Finding of No Significant Impact (FONSI). After such a determination, permits required for the proposed projects must be obtained from the appropriate regulatory agencies. Obtaining environmental permits is not included in this scope of services. If NHDOT/FAA determines the proposed projects will result in significant environmental impacts, the preparation of an Environmental Impact Statement (EIS) may be required for a more in-depth review of proposed project impacts (not included in this scope of work).

The following tasks will be performed by Stantec Consulting Services Inc. (Consultant) for the City of Claremont and Claremont Municipal Airport (hereinafter referred to as the Owner) to complete an obstruction analysis and an environmental assessment.

**TASK 1 – GENERAL ADMINISTRATION****Task 1.1 – Scoping Meeting**

Prepare for and attend a scoping meeting in Claremont with representatives from the Owner and New Hampshire Department of Transportation (NHDOT) to discuss the project tasks and schedule. The Consultant will prepare meeting minutes and distribute to all attendees.

### Task 1.2 – Prepare Scope of Work and Fee Proposal

The Consultant will prepare a draft scope of work for review and comment by the Owner, and NHDOT. The Consultant will incorporate all comments received into the final scope of work.

The Consultant will prepare and submit an *Agreement for Professional Consulting Services* to the Airport for review and signature that contains the final scope of work and approved project fee.

### Task 1.3 – Prepare Grant Application

The Consultant will prepare and submit necessary forms and paperwork pertaining to the federal and state grant applications to the Owner for review, execution, and distribution. The paperwork associated with the grant application includes the SF424, 5100-101, grant narrative, project plan, sponsor certifications, and notice to airport users. The Consultant will prepare transmittal letters for use by the Owner to submit the appropriate number of copies to the FAA and NHDOT.

### Task 1.4 – Prepare Grant Reimbursement Requests

The Consultant will prepare the necessary grant reimbursement requests for the Owner's signature and distribution to NHDOT. It is assumed that approximately three (3) NHDOT will be prepared and submitted.

### Task 1.5 – Project Administration

The Consultant will complete required state and federal administrative work efforts including the following:

- A. Preparing monthly invoices and associated work status reports required by the New Hampshire DOT, including review and processing of subconsultant's invoices.
- B. Obtaining data on the AIRPORT's administration costs and determining, in conjunction with the appropriate Owner, NHDOT and FAA officials, the eligibility of such costs to satisfy federal and state participation.
- C. Prepare project closeout material and submit to NHDOT. Retain records for seven (7) years in a file system ready for final auditing if found necessary.

## **TASK 2 – ENVIRONMENTAL ASSESSMENT**

### **Task 2.1 – Agency Consultation**

The Consultant will coordinate with the U.S. Fish and Wildlife Service, New Hampshire Historic Preservation Officer (SHPO) and the New Hampshire Natural Heritage program, and other resource agencies to determine the extent of protected natural resources (if any) within or adjacent to the proposed project locations. Where necessary, the Consultant will coordinate agency contacts through the NHDOT (and FAA if necessary). This is particularly important for tribal contacts. It is assumed one site visit to the New Hampshire Division of Historical Resources will be required for this task.

The Consultant will prepare a project description and provide this information to the agencies noted above. A USGS location map of the project area will be included with the project description and request for information regarding protected resources.

### **Task 2.2 – Limits of Work**

The Consultant will define the limits of work (easement and obstruction removal boundaries) including those areas potentially impacting wetlands, significant habitat and other environmental resources. These limits will include, at a minimum, areas impacted by the proposed projects.

### **Task 2.3 – Wetland Identification**

This process will involve completing a sketch-level wetland identification for off airport wetlands that are within 75 feet of any work proposed for this project. It is possible that the parcels containing airspace obstructions will not be available for direct inspection and wetland delineation prior to the completion of this EA, thus the use of sketch-level wetland locations will suffice for the purposes of this EA. Existing wetland data and delineations will be used where appropriate to assist with determining wetland impacts. Wetlands will be assessed using available soils maps, USGS quadrangle maps, on-site observation from a public way and/or existing City/county documents. The approximate wetland boundaries will be sketched on the project base mapping. It has been estimated that one site visit for two Consultant staff members will be required to complete this task.

Wetland locations will be surveyed utilizing global positioning system (GPS) survey equipment, where access is available. The wetland locations will be included on a base plan of the proposed project locations to determine wetland impacts.

### **Task 2.4 – Evaluate and Describe Wetlands**

The Consultant will evaluate and describe off-airport wetlands which may be impacted by the project including an assessment of their functions and values using the Federal Highway Methodology where adequate observations of the sites can be made. Descriptions will include dominant vegetation, hydrologic conditions, water quality classification, size, and general wildlife habitat value.

### Task 2.5 – Develop Purpose and Need Statement

In accordance with NEPA and Order 5050.4B, The Consultant will prepare the Purpose and Need statement for inclusion in the EA based on the results of runway airspace analysis and environmental data collection efforts.

### Task 2.6 – Alternatives Analysis

The objective of the alternative analysis in the EA is to identify the preferred alternative for achieving the project goals based on public safety, operational, engineering, environmental and economic considerations. Practicable alternatives will be developed in association with the NHDOT and Claremont Municipal Airport for subsequent easement acquisition obstruction removal projects. In addition, a No-Action Alternative will be analyzed to establish a baseline for comparing environmental impacts associated with proposed alternatives. It is anticipated that this analysis will include up to three project alternatives for consideration.

### Task 2.7 – Affected Environment

The Affected Environment sections of the EA will include the following in accordance with FAA Order 5050.4B. This EA will utilize information prepared for previous planning documents and permit applications prepared for the airport wherever possible and prudent.

2.7.1 Maps and Plans. A location map, wetlands plan, vicinity map and airport layout plan will be prepared.

2.7.2 Land Uses. Identification of existing and planned land uses and zoning in the affected vicinity, including any affected residential areas, public parks, wildlife and waterfowl refuges, wetlands, flood plains, farmlands, coastal zones, recreation areas, historic properties and archeological sites will be conducted.

2.7.3 Identify Sensitive Receptors. The location of nearby schools, hospitals, shopping areas, places of public assembly, and adjacent political jurisdictions affected by the proposed project will be identified.

2.7.4 Future Actions. Any contemplated future actions, including facility installations and procedural actions, which have not been included in a previous task will be discussed. These actions will be described to illustrate their relationship to the practicable alternatives and will be evaluated to determine potential environmental impacts. Future actions identified for the short-term planning period will also be evaluated.

### Task 2.8 – Environmental Consequences

Each of the following NEPA impact categories will be examined in accordance with Order 5050.4B to identify impacts associated with the proposed actions and reasonable alternatives (including the No-Action alternative), and to determine the cumulative impact of the proposed projects.

2.8.1 Compatible Land Use. Local zoning regulations and any applicable comprehensive plan will be reviewed for consistency with the proposed safety improvement projects.

2.8.2 Socioeconomic, Environmental Justice and Children's Health and Safety Risks. Within the framework of the EA, the project will be reviewed for the potential to create or contribute to secondary impacts to surrounding communities. Such impacts include shifts in population, increased burden to public service demands, disproportionate impact levels to low-income and minority populations, and potential health risks to children.

2.8.3 Air Quality. Practicable project alternatives will be assessed for potential impacts to air quality. The air quality assessment will analyze "criteria pollutants" established in the National Ambient Air Quality Standards (NAAQS). It is not anticipated that emissions modeling will be required as emissions associated with the proposed project alternatives are not expected to exceed general conformity thresholds. Consultation with FAA will be conducted to determine the level of analysis required for the project.

2.8.4 Noise. Typically, the primary purpose of the noise impact analysis is to provide current information regarding aircraft noise impacts of a proposed development project. As this project will not alter or expand the number or type of aircraft utilizing the airport, existing noise patterns near the airport will not be altered. This section, therefore, will assess potential noise impacts that may be associated with construction operations and equipment typical to obstruction removal efforts.

2.8.5 Water Quality. This section will include descriptions of the project design, necessary mitigation measures, and construction controls that will be implemented in order to meet state water quality standards and all applicable federal, state, and local permit requirements. This task will include discussion of potential water quality impacts associated with the proposed projects. Water quality issues associated with any potential wetland impacts will also be addressed in this section.

2.8.6 Section 4(f) of the Department of Transportation Act. This section will evaluate potential impacts from proposed projects to publicly owned Section 4(f) land.

2.8.7 Historic, Architectural, Archeological, and Cultural Resources. Evidence of consultation with state and tribal historic preservation officers and documentation that the proposed projects will not affect resources protected by the Historic Preservation Act of 1966, as amended, will be included in this section.

2.8.8 Fish, Wildlife and Plants. Copies of correspondence with the United States Fish and Wildlife Service and the State of New Hampshire (various resource agencies) regarding the location of rare, threatened or endangered species, or exemplary natural communities within the vicinity of project areas will be included in the EA. Any mitigation measures needed to address impacts to protected resources will be addressed in this section of the EA.

2.8.9 Wetlands. The location and extent of jurisdictional wetlands on and in the vicinity of the proposed projects will be shown on plans included in the EA using sketch-level

accuracy. An evaluation of the functions and values of wetland areas impacted by the proposed projects will be presented in this section. This evaluation will assist in determining the additional compensatory mitigation that may be required to comply with state and federal wetland regulations. Impacts to wetlands will be quantified using sketch level wetland boundaries.

2.8.10 Floodplains. A copy of the Flood Insurance Rate Map (FIRM) for the area will be included and potential impacts to flood flows resulting from proposed projects will be addressed in accordance with Executive Order 11988. Mitigation measures that may be required as a result of potential impacts to floodplains will be discussed in this section.

2.8.11 Wild and Scenic Rivers. Evidence will be provided to document that river areas eligible for protection under the Wild and Scenic River Act will not be impacted.

2.8.12 Farmland. Evidence will be provided (from NRCS publications) to document potential impacts resulting from the proposed projects to prime or unique farmland of federal, state, or local significance.

2.8.13 Energy Supply and Natural Resources. The proposed projects will be evaluated to identify major impacts to local energy or natural resource supplies. Impacts to local energy or natural resource supplies are not anticipated as a result of proposed improvement projects.

2.8.14 Solid Waste Impacts. The capability of the local solid waste disposal facility to properly dispose potential increases in the volume of solid waste resulting from the proposed projects will be addressed. The volume of solid waste potentially generated by the practicable alternatives will also be evaluated.

2.8.15 Light Emissions and visual effects. Potential effects of proposed changes to existing airport lighting regimens (including obstruction lighting) will be assessed in this section.

2.8.16 Construction Impacts. Potential impacts associated with short-term construction activities will be identified. Best management practices (BMPs) to mitigate potential construction impacts will also be discussed in this section.

2.8.17 Coastal Zone Management. Evidence will be provided to document that the project will not affect coastal resources.

2.8.18 Coastal Barriers. Evidence will be provided to document that the project will not affect coastal barrier resources.

#### Task 2.9 – Mitigation for Proposed Actions/Impacts

2.9.1 Preferred Alternative. This section will explain how the preferred alternative avoids and minimizes impacts to protected resources to the greatest extent possible.

2.9.2 Identify Unavoidable Impacts. This section identifies and summarizes unavoidable environmental impacts of projects proposed for construction.

2.9.3 Identify Potential Mitigation Areas. If necessary, the Consultant will identify potential mitigation areas to compensate for the loss of any significant habitat and/or other protected natural resources. Mitigation for proposed impacts is not anticipated

2.9.4 Meeting. If necessary, the Consultant will arrange and attend up to two meetings with stakeholder agencies such as the U.S. Army Corps of Engineers, the USF&WS, the EPA, NHDES and other applicable federal, state and local agencies to reach consensus on mitigation required as a result of implementing the preferred alternative.

#### Task 2.10 – Jurisdictional Actions and Authorities

Following the identification of the preferred alternative all federal, state, and local regulatory requirements (permits) will be identified.

#### Task 2.11 – Compilation and Distribution of the Environmental Assessment

2.11.1 Compile/Revise Draft EA. The Consultant will submit draft copies of the EA to the Owner and NHDOT (and FAA if required) for initial review. Upon agency review, Consultant will submit the revised Draft EA to all pertinent regulatory agencies and will make available for public review and comment in locations chosen by the Owner.

2.11.2 Prepare / Publish Public Notice. The Consultant shall prepare a Public Notice providing project description, location of Draft EA for public review and comment, and address for review comments. The Public Notice will be published in at least one local daily newspaper.

2.11.3 Public Meetings. The Consultant will host a public meeting to present the project to the public and to provide opportunity for public comment. The date and location of the public meeting shall be included in the Public Notice. The Owner shall be responsible for providing the location of the Public Meeting.

2.11.4 Address Comments. Consultant will address comments received regarding the Draft EA and revise the document accordingly.

2.11.5 Final EA. Consultant will revise the draft EA based on agency and public comments and will submit the document to the FAA for a Determination of Significance.

#### Task 2.12 – Deliverables

2.12.1 Draft EA. The Consultant shall provide the NHDOT an electronic copy of the Draft EA in Word format with "Track Changes" enabled. The Owner shall receive from the



Consultant three paper copies and one electronic copy of the document in Word format with "Track Changes" enabled.

2.12.2 Draft Final EA. Upon revision of the Draft EA the Consultant shall provide to both the NHDOT and the Owner one paper copy of the Draft Final EA and one electronic copy of the Draft Final EA in pdf format.

2.13.3 Final EA. Upon issuance of NHDOT's Finding of No Significant Impact (FONSI), the Consultant shall provide to NHDOT two paper copies of the Final EA with FONSI included and one electronic copy of the document (with FONSI) in pdf format. The Consultant shall also provide to the Owner three paper copies of the Final EA with FONSI included and one electronic copy of the Final EA (FONSI included) in pdf format.

**'Attachment A'**  
**Summary of Fees**  
**for**  
**Engineering Services**

**Claremont Municipal Airport**  
**Claremont, New Hampshire**  
**Environmental Assessment**

Article A: General Administration	<b>\$9,082</b>
Article B: Environmental Assessment	<b>\$28,751</b>

<b>Total Engineering Services Fee:</b>	<b>\$37,833</b>
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*rev.: 2/25/2020*

# FEE SCHEDULE

Claremont Municipal Airport  
Environmental Assessment

SBG # 02-15-2020  
Stantec Project No. 179450121

## Article A: General Administration

DISCIPLINE		Senior Principal	Project Manager	Senior Environmental Analyst	Staff Environmental Analyst	Senior Airport Planner II	Senior Civil Engineer	Civil Engineer	Senior Electrical Engineer	CADD/Computer Technician	Administrative/Clerical
TASK											
1.1	Scoping Meeting		5		5						
1.2	Prepare Scope of Work and Fee Proposal		10								
1.3	Prepare Grant Application		12							1	2
1.4	Prepare Grant Reimbursement Requests		6								6
1.5	Project Administration		12								4
TOTAL HOURS		0	45	0	5	0	0	0	0	1	12
Hourly Rate		\$87.50	\$48.00	\$48.00	\$27.50	\$52.00	\$47.00	\$41.50	\$48.00	\$37.00	\$32.45
Direct Labor Cost		\$0.00	\$2,160.00	\$0.00	\$137.50	\$0.00	\$0.00	\$0.00	\$0.00	\$37.00	\$389.40

Expenses:								TOTAL DIRECT LABOR COST		\$2,723.90		
Task 1.1								OVERHEAD @ 166.168%		\$4,526.25		
Trips		Miles	\$ per mile	Total								
1		220	\$ 0.575	\$ 126.50								
Days		People	meals									
1		2	\$ 59.00	\$ 118.00								
Shipping/Reproduction				\$ 300.00	TOTAL LABOR COST					\$7,250.15		
Misc. Expenses (Incl. Tolls)				\$ 200.00								
				TOTAL EXPENSES	\$744.50	FIXED FEE @ 15%					\$1,087.52	
											SUBTOTAL	\$8,337.67
Outside Services:											TOTAL EXPENSES	\$744.50
None											SUBTOTAL	\$9,082.17
				TOTAL OUTSIDE SERVICES		\$ -	TOTAL OUTSIDE SERVICES					\$ -
											TOTAL THIS ARTICLE	\$9,082.17
											USE:	\$9,082

FEE SCHEDULE

Claremont Municipal Airport  
Environmental Assessment

SBG # 02-15-2020  
Stantec Project No. 179450121

Article B: Environmental Assessment

TASK	DISCIPLINE	Senior Principal	Project Manager	Senior Environmental Analyst	Staff Environmental Analyst	Airport Planner	Senior Civil Engineer	Civil Engineer	Senior Electrical Engineer	CADD/Computer Technician	Administrative/Clerical
2.1	Agency Consultation			2	16					4	
2.2	Limits of Work			2		2				4	
2.3	Wetland Identification			12	16					12	
2.4	Wetland Description			4							
2.5	Develop Purpose and Need Statement			2							
2.6	Alternatives Analysis			8	32	8				24	
2.7	Affected Environment			2	12			4			
2.8	Environmental Consequences			4	24						
2.9	Mitigation for Proposed Actions			1	4						
2.10	Jurisdictional Actions and Authorities			1	4						
2.11	Compilation/Distribution of the Environmental Assessment	2		8	24					8	
2.12	Deliverables			2							10
TOTAL HOURS		2	0	48	132	10	0	4	0	52	10
Hourly Rate		\$87.50	\$48.00	\$48.00	\$27.50	\$44.00	\$47.00	\$41.50	\$48.00	\$37.00	\$32.45
Direct Labor Cost		\$175.00	\$0.00	\$2,304.00	\$3,630.00	\$440.00	\$0.00	\$166.00	\$0.00	\$1,924.00	\$324.50

Expenses:

Task 2.1

<u>Trips</u>	<u>Miles</u>	<u>\$ per mile</u>	<u>Total</u>
1	212	\$ 0.575	\$ 121.90

<u>Days</u>	<u>People</u>	<u>meals</u>	
1	1	\$ 59.00	\$ 59.00

Task 2.3

<u>Trips</u>	<u>Miles</u>	<u>\$ per mile</u>	<u>Total</u>
1	310	\$ 0.58	\$ 178.25

<u>Days</u>	<u>People</u>	<u>meals</u>	
1	1	\$ 59.00	\$ 59.00

Task 2.11

<u>Trips</u>	<u>Miles</u>	<u>\$ per mile</u>	<u>Total</u>
1	310	\$ 0.575	\$ 178.25

<u>Days</u>	<u>People</u>	<u>meals</u>	
1	2	\$ 59.00	\$ 118.00

Shipping/Reproduction \$ 500.00

Misc. Expenses (incl. Tolls) \$ 100.00

**TOTAL EXPENSES \$1,314.40**

Outside Services:

*Note*

**TOTAL OUTSIDE SERVICES \$ -**

TOTAL DIRECT LABOR COST \$8,983.50

OVERHEAD @ 166.166% \$14,894.47

TOTAL LABOR COST \$23,857.97

FIXED FEE @ 15% \$3,578.70

SUBTOTAL \$27,436.66

TOTAL EXPENSES \$1,314.40

SUBTOTAL \$28,751.06

TOTAL OUTSIDE SERVICES \$0.00

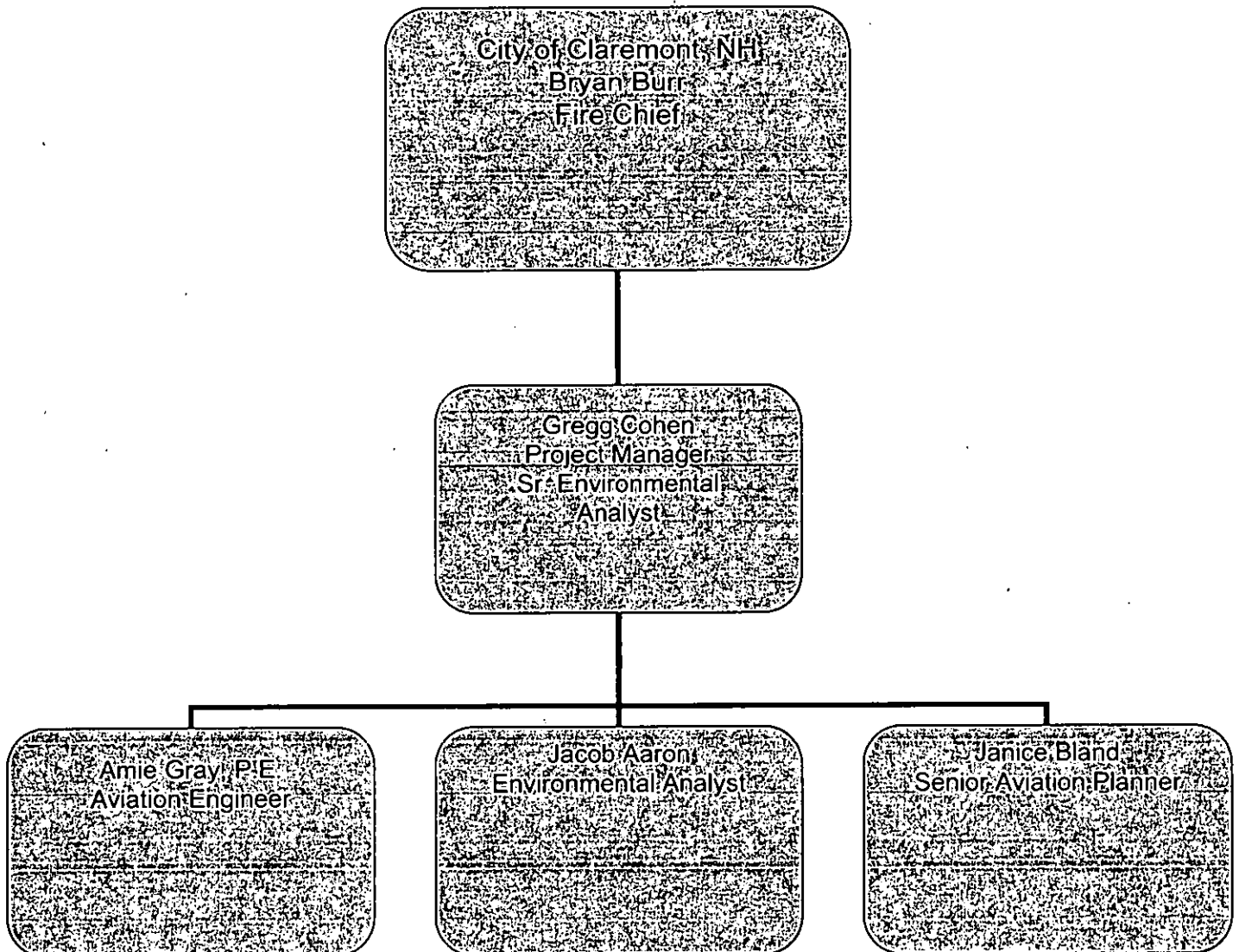
TOTAL THIS ARTICLE \$28,751.06

USE: \$28,751

Claremont Municipal Airport  
Prepare Environmental Assessment

SBG-02-15-2020

Project Organization Chart



MARCH 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:**

**Prepare Environmental Assessment**

**SBG Project Number: SBG-02-15-2020**



**Questions or Concerns Should be Addressed To:**

**Bryan Burr  
Claremont Municipal Airport  
100 Broad Street  
Claremont, NH 03743  
Telephone: (603)-542-7012**



**FIGURE 1**

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-15-2020

Description of Work: Prepare Environmental Assessment

### 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.

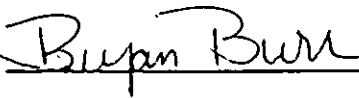
Executed on this 6 day of March, 2020.

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.



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

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Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-15-2020

Description of Work: Prepare Environmental Assessment

### 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 foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 6 day of March, 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 REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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


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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
City of Claremont	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: Bryan Middle Name:
* Last Name: Burr	Suffix:
* Title: Fire Chief	
* SIGNATURE: 	* DATE: 3/6/2020



## ASSURANCES

### Airport Sponsors

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#### 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

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>2</sup>
- 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**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- 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 Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### **Federal Regulations**

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- 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].<sup>4, 5, 6</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- 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.<sup>1 2</sup>
- 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.<sup>1</sup>
- 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.

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#### **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.

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#### **Footnotes to Assurance C.1.**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 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.

<sup>4</sup> 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.



<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> 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 02/28/2020 (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: 2/28/2020

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Changes 1 - 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
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
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
150/5300-16B	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
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	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
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	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

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-15-2020

Description of Work: Prepare Environmental Assessment

#### 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 6 day of March, 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.