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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Aeronautics
January 24, 2022

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the City of Claremont, NH (Vendor 177373), for SBG 02-20-2021, to rehabilitate, mark, sign and construct drainage improvements to Runway 11-29 at the Claremont Municipal Airport in Claremont, NH. Federal participation in the amount of \$3,068,861.00 is effective upon Governor and Council approval through July 28, 2025. 95% Federal Funds, 5% State Funds.

Funding is available as follows:

04-96-96-960030-1335	<u>FY 2022</u>
FAA Projects	
034-500161 New Construction	\$2,357,342.00
04-96-96-960030-7537	
FAA Projects	
034-500161 New Construction	\$550,000.00
04-96-96-960030-7537	
FAA Projects	
034-500161 New Construction	<u>\$161,519.00</u>
Total	\$ 3,068,861.00

EXPLANATION

One 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-39-2021	\$2,907,342.00

A total of \$2,907,342.00 (90% of the project cost) is proposed from the grant listed above for this airport development project (SBG 02-20-2021 copy attached), to rehabilitate, mark, sign and construct drainage improvements to Runway 11-29 at the Claremont Municipal Airport in Claremont, NH.

This FAA grant will provide funding to rehabilitate Runway 11-29 (3,098' x 75'), which was last constructed in 1992, and the pavement is beyond its useful life (20-years). The project will include data collection, design, environmental services, sponsor administration, bidding services, construction administration, and construction costs associated with the runway rehabilitation.

Construction of the runway will include the partial depth rehabilitation of Runway 11-29; drainage improvements; replacement of existing electrical infrastructure to include medium intensity runway edge lighting (MIRLs), guidance signage and cabling; installing new pavement markings on the runway surface; and eliminating pavement beyond 75-foot runway width. The runway is currently 100 feet wide.

This project will enhance safety for airport users by eliminating any potential for foreign object debris (FOD) due to the age of the existing runway pavement.

The breakdown of the project is as follows:

Sponsor Administration	\$ 4,415.00
Design (Stantec Consulting Services, Inc.)	\$ 273,493.00
Resident Engineering (Stantec Consulting Services, Inc.)	\$ 213,522.00
Construction (Pine Hill Construction, LLC)	<u>\$ 2,738,950.00</u>
Total	\$ 3,230,380.00

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 \$161,519.00 (5% of this project). State participation in the amount of \$161,519.00 (5% of this project) is also requested. The total cost of the airport development project is \$3,230,380.00.

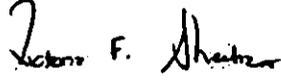
The Contract has been approved by the Attorney General as to form and execution, and the Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent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

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

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2015, 220:1, XVI- A1 and 2019, 146:1, 2019, XVI-A Capital Budget.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachment
VS/tls



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

Federal Aviation Administration
New England Region
CT, ME, MA, NH, RI, & VT

FAA ANE-600
1200 District Ave.
Burlington, MA 01803

July 28, 2021

Mr. Patrick C. Herlihy
Director, Division of Aeronautics, Rail and Transit
New Hampshire Department of Transportation
John O. Morton Building
7 Hazen Drive
Concord, New Hampshire 03301

Dear Mr. Herlihy:

We are transmitting to you for execution the Grant Offer in accordance with section 185 of the Consolidated Appropriations Act, 2019 (Public Law Number 116-6), Grant No. 3-33-SBGP-039-2021 to Rehabilitate Runway 11/29 at Claremont Municipal Airport (CNH). This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.
- f. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 23, 2021 in order for the grant to be valid.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable

Incurred project expenses consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 15 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Airports Regional Office.

John Kirkendall, 781-238-7629, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


Julie Seltsam-Wilps (441 10, 2011 10 14 10:11)

Julie Seltsam-Wilps

Deputy Director, Aii



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY2019 SUPPLEMENTAL GRANT PROGRAM

STATE BLOCK GRANT PROGRAM GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 28, 2021
Block Grant Number	N/A
FY2019 Supplemental SBGP Grant Number	3-33-SBGP-039-2021
Unique Entity Identifier	808591697

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

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

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of Airport Improvement Program (AIP) Grant funds for airport planning, development, and noise program implementation projects conforming to 49 United States Code (U.S.C.) Chapters 471 and 475, as permitted under 49 U.S.C. § 47128 at non-primary airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer AIP Grant Funds, including Supplemental AIP Grant funds, for Sponsors of covered airports;

WHEREAS, the State has submitted to the FAA a Block Grant Project Application dated May 4, 2021, for a Grant of Federal funds at or associated with New Hampshire State Block Grant Program-Claremont Municipal Airport, which is a covered airport in New Hampshire and is included as part of this FY2019 Supplemental AIP Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer and the State has accepted the terms of FAA's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the State Block Grant Project Application to provide Fiscal Year 2019 Supplemental

AIP Grant funds (herein called the "Grant") to the State for New Hampshire State Block Grant Program-Clairemont Municipal Airport and has approved a project for the New Hampshire State Block Grant Program Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 11/29 at CNH (3,098 LF x 75 FT),

which is more fully described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254) and the Consolidated Appropriation Act, 2019 (Public Law Number 116 6)), the representations contained in the State Block Grant Project Application for Supplemental AIP Grant Funds, and in consideration of:

- (a) the State's acceptance of this Offer;
- (b) the State's participation in the SBGP;
- (c) the Sponsor's adoption and ratification of the Grant Assurances dated February 2020, and
- (d) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay up to 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$ 2,907,342.

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

\$ 0 for planning;

\$ 2,907,342 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the State formally accepts this Agreement and is the date signed by the last State signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an Initial Federal award and the planned end date, which may include one or more funded portions, or Budget Periods. (2 Code of Federal Regulations (CFR) § 200.1)
 3. All subawards issued by the State to covered airports under this State Block Grant Agreement shall but subject to the Period of Performance defined in this Agreement

- b. Budget Period:
1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 3. All subawards issued by the State to covered airports under this State Block Grant Agreement shall be subject to the Budget Period defined in this Agreement.
- c. Close Out and Termination:
1. Unless the FAA authorizes a written extension, the State must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the State does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
 2. The FAA may terminate this State Block Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. Requirements for Subgrants: The State must include the following in all subgrants issued to Sponsors under this State Block Grant and require compliance by the Sponsors of the covered airports included in this State Block Grant Agreement:
- a. The terms and conditions attached to this Grant Agreement;
 - b. At least one of the following, as applicable:
 1. Assurances: Airport Sponsors (February 2020, as updated), or
 2. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (February 2020, as updated), or
 3. Assurances: Planning Agency (February 2020, as updated); and
 - c. All information required by 2 CFR 200.332.
4. Ineligible or Unallowable Costs: The State and Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
5. Indirect Costs – State and Sponsor: The State may allow a Sponsor to charge indirect costs under this award by applying the Indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the project. The State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
6. Determining the Final Federal Share of Costs: The United States share of allowable project costs will be made in accordance with the FAA Reauthorization Act of 2018 (Public Law Number 115-2554), the Consolidated Appropriations Act, 2019 (Public Law Number 116-6), and the regulations, and policies and procedures of the Secretary. Final determination of the United States share will be

based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

7. Completing the Project without Delay and in Conformance with Requirements: The State must assure, and must require the Sponsor to assure, that projects are carried out and completed without undue delays and in accordance with this Grant Agreement, applicable laws, statutes, regulations, and policies and procedures of the Secretary. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report to the State or FAA any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months and request prior approval from FAA. The report must include a reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3(b).
8. Amendments or Withdrawals before Grant Acceptance: The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
9. Offer Expiration Date: This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before August 23, 2021, or such subsequent date as may be prescribed in writing by the FAA.
10. Improper Use of Federal Funds: The State and Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State and Sponsor, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this Grant Agreement, the term "Federal funds" means funds used or disbursed by the State and Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The State must obtain, and will require the Sponsor obtain, the approval of the Secretary as to any determination of the amount of the Federal share of such funds.
11. United States Not Liable for Damage or Injury: The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement or subgrants, including, but not limited to, any action taken by a State and Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
12. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI):
 - a. Unless the State or Sponsor is exempted from this requirement under 2 CFR § 25.110, the State and Sponsor must maintain the currency of its information in the SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State review and update, and will require 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at: <https://sam.gov/SAM/pages/public/index.jsf>.
13. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State or Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
14. **Informal Letter Amendment of Supplemental Appropriation Projects:** If, during the life of the Project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the State or Sponsor, as applicable, by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the State, as applicable unilaterally reducing the maximum obligation. The supplemental appropriation funds provided under this Grant will be available until September 20, 2022.
- The FAA can also issue a letter to the State 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 FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
15. **Air and Water Quality.** The State and Sponsor are required to comply with all applicable air and water quality standards for all projects in this Grant. If the State and Sponsor fail to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
16. **Financial Reporting and Payment Requirements.** The State and Sponsor will comply, with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
17. **Buy American:** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101 the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The State and Sponsor will include a provision implementing Buy American in every contract.
18. **Required Federal Provisions:** The State agrees, and will require Sponsor agree, to include a condition in all subgrants that requires the subgrantee to incorporate all required Federal contract provisions that apply to a project funded under the AIP.
19. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following, land project if funds are available:
 1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the State and/or Sponsor request an increase, the additional funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided in Condition No. 5 herein for any amount increased over the initial grant amount.

20. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

21. Suspension or Debarment: The State must:

- a. Immediately disclose to the FAA whenever the State:
 1. Learns a Sponsor has entered into a covered transaction with an ineligible entity; or
 2. Suspends or debar a contractor, person, or entity.
- b. Include a provision in all subgrants that requires Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 1. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - i. 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
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating; and
 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).
- c. The State must also insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this grant.

22. Ban on Texting While Driving:

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

- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - b. The State must insert this clause on banning texting while driving in all subgrants, contracts, and subcontracts that result from this Grant.
- 23. Trafficking in Persons.**
- a. Sponsors under this Agreement that are private entities and their employees may not—
 - 1. Engage in severe forms of trafficking in persons during the period of time that this agreement, including subgrants under this Agreement, are in effect;
 - 2. Procure a commercial sex act during the period of time that this Agreement, including subgrants under this Agreement, are in effect; or
 - 3. Use forced labor in the performance of this Agreement, including subgrants under this Agreement.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you, a s Sponsor, or subcontractor that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph a. of this Agreement Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Agreement to have violated a prohibition in paragraph a.1 of this Condition through conduct that is either —
 - i. i. Associated with performance under this Agreement; or
 - ii. ii. Imputed to the Sponsor or subcontractor using the standards and due process for Imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
 - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Condition, including subgrants under this agreement.
 - d. Our right to terminate unilaterally that is described in paragraph a. of this Condition:
 - 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 Agreement.
- 24. Runway Safety Area Determination.** The State and Sponsor agree not the issue, any subgrant(s) to fund runway construction, reconstruction, or significant expansion that involves Federal funds until the FAA has made a Runway Safety Area Determination for that runway in accordance with FAA Order 5200.8 "Runway Safety Area Program."
- 25. Exhibit "A" Property Map.** The State and Sponsor will ensure, that New Hampshire State Block Grant Program Airport, as a condition precedent to receiving funding under this Grant, has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
- 26. Employee Protection from Reprisals.**
- a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, or subrecipient under this Agreement may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph a.2. of this Condition, 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 Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - a. 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.
 - b. 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).
 - c. 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).

SPECIAL CONDITIONS

27. **Plans and Specifications Approval Based Upon Certification.** The FAA, the State, and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the State's and Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The State and Sponsor understand that:
 - a. The State's and Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP or supplemental appropriation standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a State's and Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

- c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation.
28. Buy American Executive Orders. The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made In All of America by All of America's Workers.

The State's acceptance of this Offer and ratification and adoption of the State Block Grant Project Application incorporated herein shall be evidenced by execution of this instrument by the State, 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 United States and the State with respect to the accomplishment of the Projects funded under this Grant and compliance with the assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the State's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated July 28, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Julie Seltsam-Wilps

Julie Seltsam-Wilps (Jul 28, 2021 10:14 EDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, Airports Divisor

(Title of FAA Official)

Part II - Acceptance

The State does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the State Block Project Grant Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and Conditions in this Offer and in the State Block Project Grant Application and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Executed this day of July 29, 2021

State of New Hampshire

(Name of Sponsor)

Patrick C. Herlihy

Patrick C. Herlihy (Jul 29, 2021 08:10 EDT)

(Signature of Sponsor's Authorized Official)

By: Patrick C. Herlihy

(Typed Name of Sponsor's Authorized Official)

Title: Director of Aeronautics, Rail and Transit

(Title of Sponsor's Authorized Official)

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



Stantec Consulting Services Inc.
2211 Congress Street, Suite 380, Portland, Maine 04102

April 29th, 2021

RECEIVED
APR 30 2021
NH AERONAUTICS

Chief Bryan Burr
Fire Department
City of Claremont
100 Broad Street
Claremont, NH 03743

**Subject: Claremont Municipal Airport
Rehabilitate, Sign, Mark, Light and Drain Runway 11-29
SBG-02-20-2021
Recommendation for Construction Award for Construction Contract**

Dear Chief Burr:

On Friday, April 23rd, 2021 at 11:00 a.m., bids for the subject project were opened by the City of Claremont. The results are as follows and a tabulation summary is attached to this letter:

Contractor	Base Bid	Alternate 1	Base Bid + Alternate 1 less Items 100, 511 through 541
Pine Hill Construction LLC	\$2,444,050.00	\$476,500.00	\$2,738,950.00
Pike Industries, Inc.	\$2,545,025.00	\$297,000.00	\$2,666,725.00
Sargent Corporation	\$2,642,480.00	\$297,000.00	\$2,780,580.00
Casella Construction, Inc.	\$2,758,653.50	\$327,470.00	\$2,894,323.50
Kingsbury Companies LLC	\$3,001,415.00	\$373,800.00	\$3,070,815.00
Engineer's Opinion	\$2,950,625.00	\$265,000.00	\$3,044,625.00

*Award is based on base bid.

Stantec Consulting Services Inc. performed a thorough review of the proposal documents from each of the bidders. Below is a summary of the review findings with any irregularities, errors, or omissions noted:

1. All bidders acknowledged the issuance of Addenda 1-5.
2. All proposals included a Bid Security (bid bond) in the amount of 5% of the respective bid amount.
3. The "Schedule of Prices" was analyzed for completeness, and to verify the math calculations of the bidders. No mathematical errors in the Schedule of Prices were found in any of the five bid proposals. Pike Industries, Inc. bid proposal had a mathematical error in determining the DBE utilization for the project - refer to sections 8b. below. The error mentioned did not affect the determination of the low bidder.



Fire Chief Bryan Burr
April 29th, 2021
Page 2 of 3

4. All five proposals acknowledged the Buy American Preference and certified that each product is produced in the United States. No products requesting a waiver were listed by any bidder.
5. All bidders signed the Equal Employment Opportunity (EEO) Certification. All contractors have marked that they have participated in previous contract subject to the equal opportunity clause with the exception of Pine Hill Construction, however, Pine Hill Construction has completed a previous project at the Claremont Municipal Airport, and based on conversations with the owner of Pine Hill Construction, it was determined that a mistake was made on the form. Pine Hill Construction revised the form and resent it indicating that they have participated in a previous contract subject to the EEO Clause. Furthermore, Pine Hill Construction marked that they had submitted all compliance reports in connection with EEO under applicable filing requirements.
6. All five contractor's proposals completed the Certification for Nonsegregated Facilities.
7. All five contractors completed the Certification for tax delinquency and felony convictions. All companies certified that they do not have any unpaid Federal tax liability and are not corporations convicted of a criminal violation within the preceding 24-months.
8. A Disadvantaged Business Enterprise (DBE) goal of 2.54% for this project was stated in the contract documents. Page P-23 of the documents required that the respective bidders submit specific information about the DBEs proposed to be used and provide evidence of the good faith efforts they have used to meet the specified goal.
 - a. Pine Hill Construction LLC (Pine Hill) provided an assurance of DBE utilization of not less than 2.45% for the project and provided a list indicating the values of work to be performed by DBEs. Although the DBE utilization proposed is less than the goal, good faith effort was provided in the form of emails from the owner of Pine Hill Construction to DBE firms that were non-responsive.
 - b. Pike Industries, Inc. (Pike) had marked a DBE utilization of not less than 3.68% for the project, but based on the schedule of participation form completed by DBE contractor, the correct DBE utilization is of not less than 4.12%. The error appears to be that the incorrect total contract price was listed on the DBE form and used in the calculation. Pike industries also provided a list indicating the values of work to be performed by DBEs.
 - c. Sargent Corporation provided an assurance of DBE utilization of not less than 1.80% for the project and provided a list indicating the values of work to be performed by DBEs.



Fire Chief Bryan Burr
April 29th, 2021
Page 3 of 3

- d. Casella Construction, Inc. (Casella) provided an assurance of DBE utilization of not less than 1.01% for the project and provided a list indicating the values of work to be performed by DBEs.
- e. Kingsbury Companies LLC (Kingsbury) provided an assurance of DBE utilization of not less than 2.40% for the project and provided a list indicating the values of work to be performed by DBEs.

In accordance with Appendix A to Part 26 of US DOT Regulations, the City of Claremont must decide if this provided documentation (or lack thereof) constitutes a good faith effort to meet the goal for each bidder. It is Stantec's opinion that Pine Hill (lowest responsive bidder) has provided evidence of a good faith effort.

It should be noted that the basis of award is based on base bid. The lowest responding bidder in good standing is Pine Hill and we have therefore focused our remaining analysis on that specific bidder. We reviewed the work history submitted, and contacted the listed financial reference (Mr. Justin Provost, Claremont Savings Bank) contained in the *Contractor's Qualifications and Certification* section of the bid proposal. The references indicated that they had no concerns regarding Pine Hill's ability to complete the project. It appears that the contractor has the material resources, and technical and financial ability to perform the proposed work satisfactorily.

We therefore find Pine Hill Construction LLC to be the lowest responsible and responding bidder, and recommend that they be awarded the project contingent upon the City of Claremont's agreement with these findings, and receipt of grant funds from FAA/NHDOT.

We hope this information will assist you in awarding the contract. Please feel free to contact us if you have any questions or if we can be of further assistance. A bid summary has been included for your reference.

Sincerely,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in cursive script that reads "Amie Gray".

Amie Gray, P.E.
Project Engineer
Phone: (207) 887-3434
Fax: (207) 883-3376
amie.gray@stantec.com

Attachment: Bid Results of April 23rd, 2021

- f. Ms. Carol Niewola, PE – NHDOT
John Kirkendall, PE – FAA

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Subsection, Sign, Mark, and Print Return by 1-15

Checklist

Part III

Part II

Part I	Part II	Part III	Part IV	Part V	Part VI	Part VII	Part VIII	Part IX	Part X	Part XI	Part XII	Part XIII	Part XIV	Part XV	Part XVI	Part XVII	Part XVIII	Part XIX	Part XX	Part XXI	Part XXII	Part XXIII	Part XXIV	Part XXV	Part XXVI	Part XXVII	Part XXVIII	Part XXIX	Part XXX
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Line	Part I	Part II	Part III	Part IV	Part V	Part VI	Part VII	Part VIII	Part IX	Part X	Part XI	Part XII	Part XIII	Part XIV	Part XV	Part XVI	Part XVII	Part XVIII	Part XIX	Part XX	Part XXI	Part XXII	Part XXIII	Part XXIV	Part XXV	Part XXVI	Part XXVII	Part XXVIII	Part XXIX	Part XXX
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U.S. Department
of Transportation
Federal Aviation
Administration



**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM
FY 2019 SUPPLEMENTAL GRANT PROGRAM
GRANT AGREEMENT**

PART I – OFFER

Date of Offer	<u>August 18, 2021</u>
Airport/Planning Area	<u>Claremont Municipal Airport</u>
State Block Grant Number	<u>SBG 02-20-2021</u>
DUNS Number	<u>07-397-4776</u>

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

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

WHEREAS, the Sponsor has submitted to the State a Project Application dated April 30, 2021, 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, in consideration of the promises, representations, and assurances provided by the Sponsor, the State has approved a project application to provide Federal Fiscal Year 2019 Supplemental AIP Grant Funds (hereinafter called the "Grant") to the Sponsor for the Claremont Municipal Airport and has approved a project for the Sponsor (herein called the "Project") consisting of the following:

Rehabilitate, Mark, Light, Sign, and Drain Runway 11-29 (approx. 3,098'x75')

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Consolidated Appropriations Act 2018, Public Law Number 115-141, Section 185, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated February 2020, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition), (b) Sponsor's acceptance of this Offer; and (c) 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.

Assistance Listings Number (formally CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is **\$3,068,861.00**.
 The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$0.00 for planning
 - \$3,068,861.00 for airport development or noise program implementation
 - \$0.00 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal and State award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the period of performance end date is July 28, 2025. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal and State award and the planned end date, which may include on or more funded portions or budget periods. (2 CFR § 200.1)
 - b. **Budget Period:**
 1. For this Grant follows the same start and end dates as the Period of Performance provided in Paragraph 2.a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. **Closeout and Termination:**
 1. Unless the State authorizes a written extension, the Sponsor must submit all Grant 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. If the Sponsor does not submit all required closeout documentation with this time period, the State will proceed to close out this grant within one year of the Period of Performance end date with the information available at the end of 90 days. (2 CFR § 200.344)
 2. The State may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

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 as accepted by the State, to allowable project-specific costs for Sponsor direct salaries and wages that are necessary for administering this Project.
5. **Determining the Final Federal and State Shares of Costs.** The United States' and State's shares of allowable project costs will be made in accordance with FAA Reauthorization Act of 2018 (Public Law Number 115-2554), the Consolidated Appropriations Act, 2019 (Public Law Number 116-6), and the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary") and the State. 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 shares of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must assure that the Project is carried out and completed without undue delays and in accordance with this Grant Agreement, 49 U.S.C Chapters 471 and 475, and the regulations, policies and procedures of the Secretary and the State. Per 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from performing the project that exceeds three (3) months and request prior approval from the State. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this Grant 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 **October 11, 2021**, 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. The Sponsor will obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds.
10. **United States and State Not Liable for Damage or Injury.** The United States and the State are 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 Grant Agreement.
11. **Required Federal Provisions.** The Sponsor agrees to incorporate all required federal contract provisions that apply to this Project.
12. **System for Award Management (SAM) Registration and Universal Entity Identifier (UEI).**

- 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. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, non-profit, or government entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

13. Electronic Grant Payment(s). Unless otherwise directed by the State, the State will make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees utilizing data provided by the Sponsor on forms acceptable to the State.

14. 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.

- 15. 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 Agreement.
- 16. 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.
- 17. Buy American.** Unless otherwise approved in advance by the State, in accordance with 49 U.S.C § 50101 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.
- 18. Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. §47108(b), as amended, the maximum obligation of the United States and State, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for planning projects;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than the greater of the following, land project if funds are available:
 - 1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to the acquisition of land.
19. If the sponsor requests an increase, the additional funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA and State are not responsible for the same Federal share provided herein for any amount increased over the initial grant amount.
 20. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or project-specific audit in accordance with 2 CFR § 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must provide one copy of the completed audit to the State.
 21. **Suspension or Debarment.** The Sponsor must: When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Must 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.
 - B. Must 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.
 - C. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 22. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal and State governments, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts.
 23. **Trafficking in Persons.**
 - A. Subgrantees, including subrecipients, under this agreement that are private entities and their

employees may not—

1. Engage in severe forms of trafficking in persons during the period of time that this Agreement, including subgrants under this agreement, are in effect;
 2. Procure a commercial sex act during the period of time that this agreement, including subgrants under this Agreement, are in effect; or
 3. Use forced labor in the performance of this agreement, including subgrants under this Agreement.
- B. The State may unilaterally terminate this award, without penalty, if the Sponsor, a subrecipient, or Subgrantee that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this agreement term; or
 2. Has an employee who is determined by the State official authorized to terminate the agreement to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this Agreement; or
 - b. Imputed to the subrecipient or Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- C. The Sponsor must inform the State immediately of any information the Sponsor receives from any source alleging a violation of a prohibition in paragraph A of this Agreement, including subgrants under this Agreement.
- 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 the State under this agreement.

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

25. 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.

26. 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.

- a. **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.
- b. **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)
- c. **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).

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. **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.

SPECIAL CONDITIONS

33. **Plans and Specifications Approval Based Upon Certification.** The FAA, the State, and the Sponsor agree that the FAA's and State's approval of the Sponsor's Plans and Specifications are based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA and State approval for modifications to any AIP or supplemental appropriations standards or to notify the FAA and the State of any limitations to competition within the Project;
 - b. The FAA's and State's acceptance of a Sponsor's certification does not limit the FAA and State from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA or State determines that the Sponsor has not complied with its certification statements, the FAA and State will review the associated project costs to determine whether such costs are allowable under AIP or supplemental appropriation requirements.
34. **Buy American Executive Orders.** The Sponsor agrees to abide by the applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.
35. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.
36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - i. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 1. Location of all runways, taxiways, and aprons;
 2. Dimensions;
 3. Type of pavement; and,

4. Year of construction or most recent major rehabilitation.
- ii. Inspection Schedule.
 1. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 2. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- iii. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 1. Inspection date;
 2. Location;
 3. Distress types; and
 4. Maintenance scheduled or performed.
- iv. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

37. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - i. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - ii. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - iii. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - iv. Qualifications of engineering supervision and construction inspection personnel;
 - v. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - vi. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 1. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that

indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

2. Failure to provide a complete report as described in paragraph b., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
3. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

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

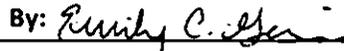
(Name)

Aeronautics, Rail and Transit

(Title of NHDOT Official)

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

Dated: 2/23/2022

By: 
Assistant Attorney General

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

Dated: _____

Attest: _____

By: _____

Secretary of State

(Title)

PART II - ACCEPTANCE

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

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

Executed this 1st day of October, 2021.

City of Claremont
 (Name of Sponsor)

 (Signature of Sponsor's Authorized Official)
 By: Ed Morris
 (Typed Name of Sponsor's Authorized Official)
 Title: City manager
 (Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Shawn Tanguay, acting as Attorney for the Sponsor do hereby certify:
 (Typed Name of Sponsor's Attorney)

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

Dated at Claremont, NH (location) this 1st day of October, 2021.

By: 
 (Signature of Sponsor's Attorney)

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

CERTIFICATE OF VOTE
City of Claremont
58 Opera House Square
Claremont, NH 03743

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: September 22, 2021.

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

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of

Claremont on this 1st day of October, 2021.

Dorée M. Russell
Signature

Assistant City Clerk
Title of Signatory



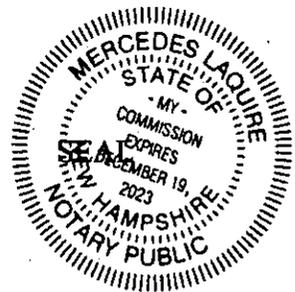
NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Sullivan upon this date October 1, 2021, appeared before me Mercedes LaQuire the above signed officer personally appeared, Dorée M. Russell, who acknowledged herself to be the Assistant City Clerk of the City of Claremont, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the City of Claremont, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

[Signature]
Signature of Notary or Justice of the Peace

Mercedes LaQuire
Name of Notary or Justice of the Peace

December 19, 2023
Date of Expiration of Commission





RESOLUTION 2021-17

Engineering for Airport Runway Rehabilitation Project

BE IT RESOLVED by the Claremont City Council, after a public hearing duly noticed, that:

WHEREAS the City is undertaking the engineering for the Airport Runway Rehabilitation Project (the "Project") at the Claremont Municipal Airport; and

WHEREAS the City has applied for a grant for the engineering of said Project from the Federal Aviation Administration (the "FAA") in the amount of \$500,000.00; and

WHEREAS the City would like to now accept and expend said grant funds;

NOW THEREFORE BE IT RESOLVED that the City Council hereby accepts the FAA grant (Project SBG-02-20-2021) Airport Runway Rehabilitation Project in the amount of \$500,000.00; and

BE IT FURTHER RESOLVED to raise, appropriate and expend the sum of \$500,000.00 with 5% or \$25,000, as the City's share of the project, to be taken from the Airport Reserve Account and the remaining funds to come from the FAA grant, SBG-02-20-2021 (to have no impact on the tax rate); and

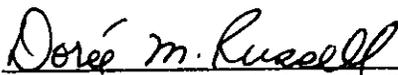
BE IT FURTHER RESOLVED that the City Manager or his designees are hereby authorized to execute all documents and undertake all actions as may be required to implement this resolution. (2/3 Vote Required)

Dated this 23rd day of September 2020, the City of Claremont, County of Sullivan, State of New Hampshire.

AYES	<u>8</u>	ABSENT	<u>1</u>
NAYS	<u>0</u>	ABSTAIN	<u>0</u>

CERTIFICATION

I, Dorée M. Russell, the undersigned officer, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Claremont, New Hampshire, at a meeting duly noticed and held on September 23, 2020.


Dorée M. Russell, Clerk to the Council



RESOLUTION 2022-8

Engineering for Airport Runway Rehabilitation Project

BE IT RESOLVED by the Claremont City Council, after a public hearing duly noticed, that:

WHEREAS the City is undertaking the Airport Runway Rehabilitation Project (the "Project") at the Claremont Municipal Airport; and

WHEREAS the City has applied for a grant to Rehabilitate, Mark, Light, Sign, and Drain Runway 11-29, of said Project from the Federal Aviation Administration (the "FAA") in the amount of \$2,730,380.00; and

WHEREAS the City would like to now accept and expend said grant funds;

NOW THEREFORE BE IT RESOLVED that the City Council hereby accepts the FAA grant (Project SBG-02-20-2021) Airport Runway Rehabilitation Project in the amount of \$2,730,380.00; and

BE IT FURTHER RESOLVED to raise, appropriate and expend the sum of \$2,730,380.00 with 5% or \$136,519.00, as the City's share of the project, to be taken from the Airport Special Revenue Fund and the remaining funds to come from the FAA grant, SBG-02-20-2021 (to have no impact on the tax rate); and

BE IT FURTHER RESOLVED that the City Manager or his designees are hereby authorized to execute all documents and undertake all actions as may be required to implement this resolution. (2/3 Vote Required)

Dated this 22nd day of September 2021, the City of Claremont, County of Sullivan, State of New Hampshire.

AYES 9 ABSENT 0
NAYS 0 ABSTAIN 0

CERTIFICATION

I, Dorée M. Russell, the undersigned officer, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Claremont, New Hampshire, at a meeting duly noticed and held on September 22, 2021.

Dorée M. Russell
Dorée M. Russell, Clerk to the Council



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (FORM A)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Name of Additional Insured Person(s) or Organization(s): The State of New Hampshire Department of Transportation John O Morton Building 7 Hazen Drive Concord, NH 03301</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective: 06/15/2021

Policy No: 100001952

Endorsement No: 000

Insured: City of Claremont & CNH, Inc.

Insurance Company: QBE INSURANCE CORPORATION

Client#: 494603

CITYOFCL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 333 Glen Street, Suite 302, Glens Falls, NY 12801. CONTACT NAME: Jennifer Martin, PHONE: 925-418-6873, FAX: 610-537-2231, E-MAIL ADDRESS: Jennifer.martin@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: QBE Insurance Corporation, NAIC #: 39217.

INSURED: City of Claremont and CNH, Inc. c/o Chief Bryan Burr, 100 Broad Street, Claremont, NH 03743. COVERAGES, CERTIFICATE NUMBER: 100001952, REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADOL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

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

RE: Runway rehabilitation project
New Hampshire Department of Transportation is included as additional insured on General Liability policy as per the attached endorsement.

CERTIFICATE HOLDER: New Hampshire Department of Transportation Bureau of Aeronautics, John O Morton Bldg. 7 Hazen Drive PO Box 483, Concord, NH 03302-0483. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

9/28/2021

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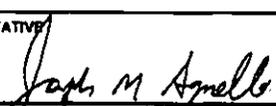
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No., Ext.): _____ FAX (A/C, No.): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	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:
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INSURER F:														
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012														

COVERAGES **CERTIFICATE NUMBER:** 17899783 **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	ADDITIONAL INSURED	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	47-GLO-307584	5/1/2021	5/1/2022	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 - COMPROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021	5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____	N	N	47-UMO-307585	5/1/2021	5/1/2022	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/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT #: 195211208. PROJECT NAME: CLAREMONT MUNICIPAL AIRPORT - REHABILITATE, SIGN, MARK, LIGHT AND DRAIN RUNWAY 11-29. THE CITY OF CLAREMONT & NHDOT ARE AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 17899783 CITY OF CLAREMONT 100 BROAD STREET CLAREMONT NH 03743-2677	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

9/28/2021

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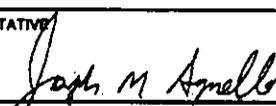
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012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

COVERAGES **CERTIFICATE NUMBER:** 17900392 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	47-GLO-307584	5/1/2021	5/1/2022	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/PROP AGG \$ 2,000,000 \$
B 3 3	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021	5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	<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)
 PROJECT #: 195211208. PROJECT NAME: CLAREMONT MUNICIPAL AIRPORT - REHABILITATE, SIGN, MARK, LIGHT AND DRAIN RUNWAY 11-29. THE CITY OF CLAREMONT & NHDOT ARE AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 17900392 NHDOT BUREAU OF AERONAUTICS 7 HAZEN DRIVE PO BOX 483 CONCORD NH 03302-0483	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Application for Federal Assistance SF-424

*** 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:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

SBG-02-20-2021

5b. Federal Award Identifier:

SBG-02-20-2021

State Use Only:

6. Date Received by State:

7. State Application Identifier:

SBG-02-20-2021

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:**

03743-0000

e. Organizational Unit:

Department Name:

Claremont Municipal Airport

Division Name:

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

Prefix:

*** First Name:**

Katherine

Middle Name:

*** Last Name:**

Trapani

Suffix:

Title:

Aviation Planner

Organizational Affiliation:

*** Telephone Number:**

207-303-8461

Fax Number:

*** Email:**

kate.trapani@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:

20.196

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:**

Rehabilitate, Drain, Sign, Mark and Light Runway 11-29 (Approx. 3,100' X 75')

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachment

New Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,907,342.00"/>
* b. Applicant	<input type="text" value="161,519.00"/>
* c. State	<input type="text" value="161,519.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,230,390.00"/>

✓
✓
✓
clm
✓

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

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

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

- Yes
- No

If "Yes", provide explanation and attach

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

I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: *Bryan Burr*

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

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

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)? Yes No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later? Yes No N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events. Yes No N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s). Yes No N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. Yes No N/A

The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? Yes No

The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? Yes No N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

De Minimis rate of 10% as permitted by 2 CFR § 200.414.

Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

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

Land use zoning in the vicinity of the Claremont Municipal Airport has been established and enforced by the City of Claremont. As part of the on-going Airport Master Plan Update project an Airport Layout Plan is under development, displaying the vicinity of the airport that has found no unreasonable or incompatible land use.

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

The sponsor is not in default on any obligations to the United States.

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

There are no circumstances that may preclude successful project completion or complying with all grant assurances.

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

The project is consistent with the City of Claremont's 2017 Master Plan.

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

The airport sponsor is the municipality which is acting in the best interest of the community.

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

Airport users have been consulted.

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

A public hearing is not required. This project has been discussed at City Council meetings which are open to the public.

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

N/A. The project does not involve an airport location, major runway extension, or runway location.

PART II – SECTION C (Continued)

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

No exclusive operating rights have been granted.

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

Sponsor maintains property interest as depicted within the property table on the Exhibit 'A' Property Map dated 5/11/2005 originally filed with AIP 3-33-0002-16.

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

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

N/A

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

N/A

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

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Assistance Listing Number:	888-02-89-2021	20-106	
2. Functional or Other Breakout:		AIP	<i>ln</i>

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 215
2. Preliminary expense			4,200
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			487,015
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,738,950
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 3,230,380
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 3,230,380
19. Federal Share requested of Line 18			2,907,342
20. Grantee share			161,519
21. Other shares			161,519
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 3,230,380

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	161,519
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 161,519
25. Other Shares	Amount
a. State	161,519
b. Other	
c. TOTAL - Other Shares	\$ 161,519
26. TOTAL NON-FEDERAL FINANCING	\$ 323,038

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

I hereby certify that the Exhibit A Property Map dated 5/11/2005, and attached to the Grant Application for AIP 3-33-0002-16 reflects, the current information as of this date. The above mentioned Exhibit A Property Map is, therefore, incorporated into the Grant Application by reference and made a part thereof.

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Rehabilitate, Drain, Sign, Mark and Light Runway 11-29 (Approx. 3,100' X 75')
AIRPORT: Claremont Municipal Airport (CNH)
1. Objective: See attached Program Narrative.
2. Benefits Anticipated: See attached Program Narrative.
3. Approach: (See approved Scope of Work in Final Application) See attached Program Narrative.
4. Geographic Location: See attached Program Narrative.
5. If Applicable, Provide Additional Information: See attached Program Narrative.
6. Sponsor's Representative: (include address & telephone number) See attached Program Narrative.

**APPLICATION FOR FEDERAL ASSISTANCE
CLAREMONT MUNICIPAL AIRPORT
CLAREMONT, NEW HAMPSHIRE
REHABILITATE, DRAIN, SIGN, MARK and LIGHT RUNWAY 11-29 (APPROX. 3,100' X 75')**

PART IV - PROGRAM NARRATIVE

April 2021

PROJECT OBJECTIVES

The objective of this airport sponsor is to rehabilitate Runway 11-29 (3,098' x 75') that is beyond its useful life, including drainage, signage, marking, and lighting. The Pavement Condition Index (PCI) of the existing Runway is 48.

PROJECT BENEFITS

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

PROJECT APPROACH

This application is for the data collection, design, environmental services, general administration, bidding services, construction administration, technical observation of construction, and construction costs associated with the Runway 11-29 rehabilitation.

Construction includes the partial depth rehabilitation of Runway 11-29; drainage improvements; replacement of existing electrical infrastructure including medium intensity runway edge lighting, guidance signage (2 total, 1 each proposed at Taxiway A and B), and cabling; installing new pavement markings on the runway surface; and eliminating pavement beyond 75-foot runway width (existing runway width is 100-foot wide and surplus 25-foot will become grass).

GEOGRAPHIC LOCATION

The project will take place entirely within the Claremont Municipal Airport property in Claremont, NH. A project area sketch is attached.

SPONSOR'S REPRESENTATIVE

Bryan Burr, Fire Chief and Airport Manager
100 Broad Street
Claremont, NH 03743
firechief@claremontnh.com
603-542-7012

NEPA STATEMENT

This project is Categorically Excluded per FAA Order 1050.1F Section 5-6.4:

(e). Federal financial assistance, licensing, or Airport Layout Plan (ALP) approval for the following actions, provided the action would not result in significant erosion or sedimentation, and will not result in a significant noise increase over noise sensitive areas or result in significant impacts on air quality.

- Reconstruction, resurfacing, extending, strengthening, or widening of an existing runway.

ENVIRONMENTAL ISSUES

The NPDES regulations, implemented by the U.S. Environmental Protection Agency (EPA), require the preparation of a Stormwater Pollution Prevention Plan (SWPPP) for construction activities including clearing, grading, and excavation that disturb one or more acres of total land area. A SWPPP, Notice of Intent (NOI), and Notice of Termination (NOT) will be prepared in accordance with Federal NPDES regulations.

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

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

DBE STATEMENT

The City of Claremont has an approved DBE program on file with the FAA/Civil Rights Office which was prepared in accordance with 49 CFR Part 26. A good faith effort will be made on all phases of the project to meet the DBE goal of 2.54%.

EXHIBIT A STATEMENT

Sponsor maintains property interest as depicted within the property table on the Exhibit 'A' Property Map dated 5/11/2005 originally filed with AIP 3-33-0002-16.

COST BREAKDOWN

The following summarizes the proposed project costs:

IFE (Preliminary)	\$ 4,200
Administration (Preliminary)	\$ 215
Engineering Services (Original Fee)	\$ 472,585
Engineering Supplemental Agreement #1	\$ 14,430
Construction	\$ 2,738,950
TOTAL	\$ 3,230,380
FAA Share	\$ 2,907,342
NHDOT Share	\$ 161,519
Sponsor Share	\$ 161,519

The recommendation of award, including the bid tab, and engineering scope and fee, including supplemental agreement #1 are attached.

PROJECT SCHEDULE

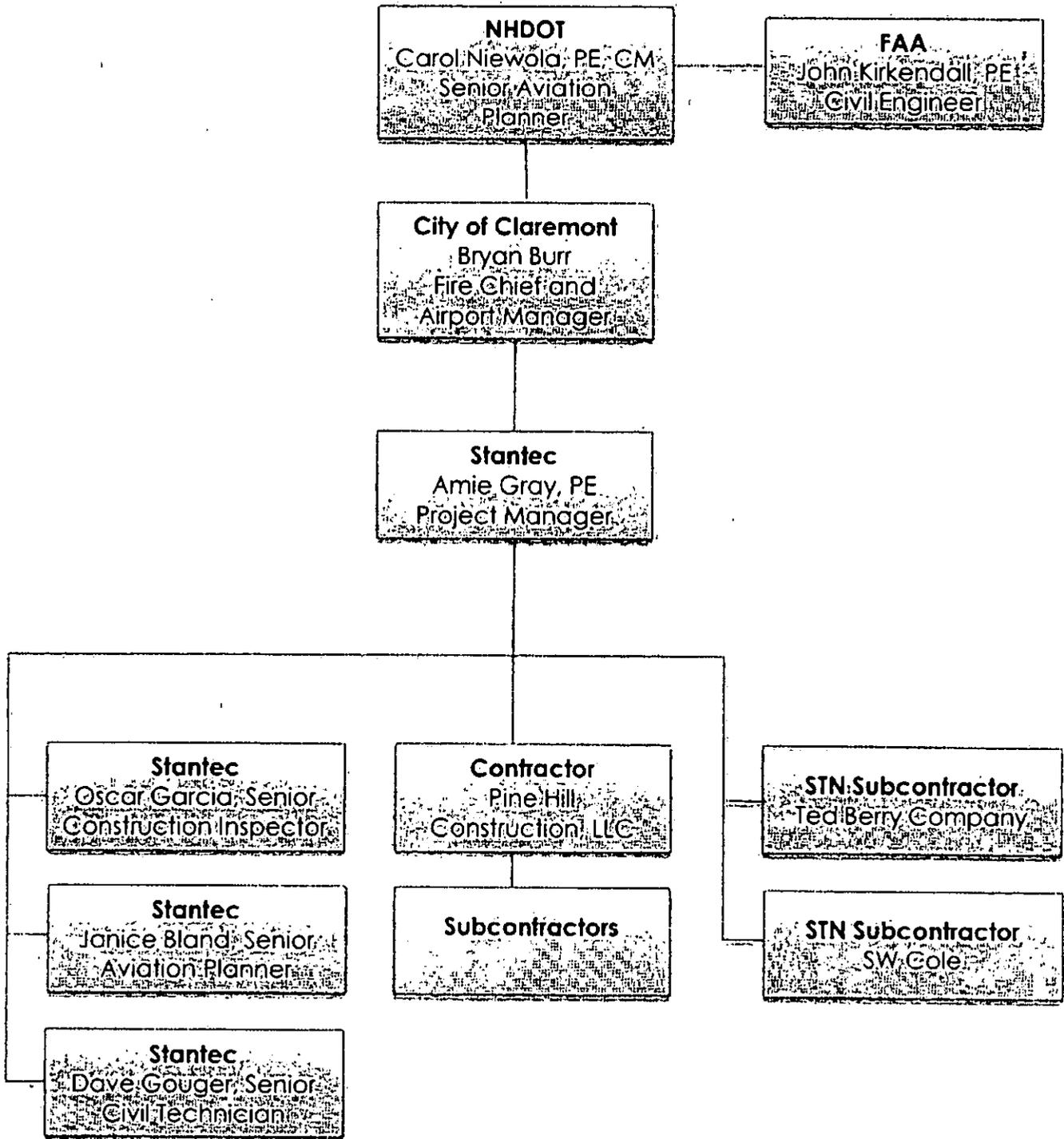
The following is the anticipated project schedule.

Project Scoping	September 2020
Independent Fee Estimate	October 2020
60% Design	December 2020
90% Design	March 2021
Bidding	March-April 2021
Grant Applications	April 2021
Anticipated Grant Award	September 2021
EPA Construction General Permitting	March 2022
Construction	May-July 2022
Punchlist	September 2022
Grant Closeout	December 2022

E.O. 12372 STATEMENT

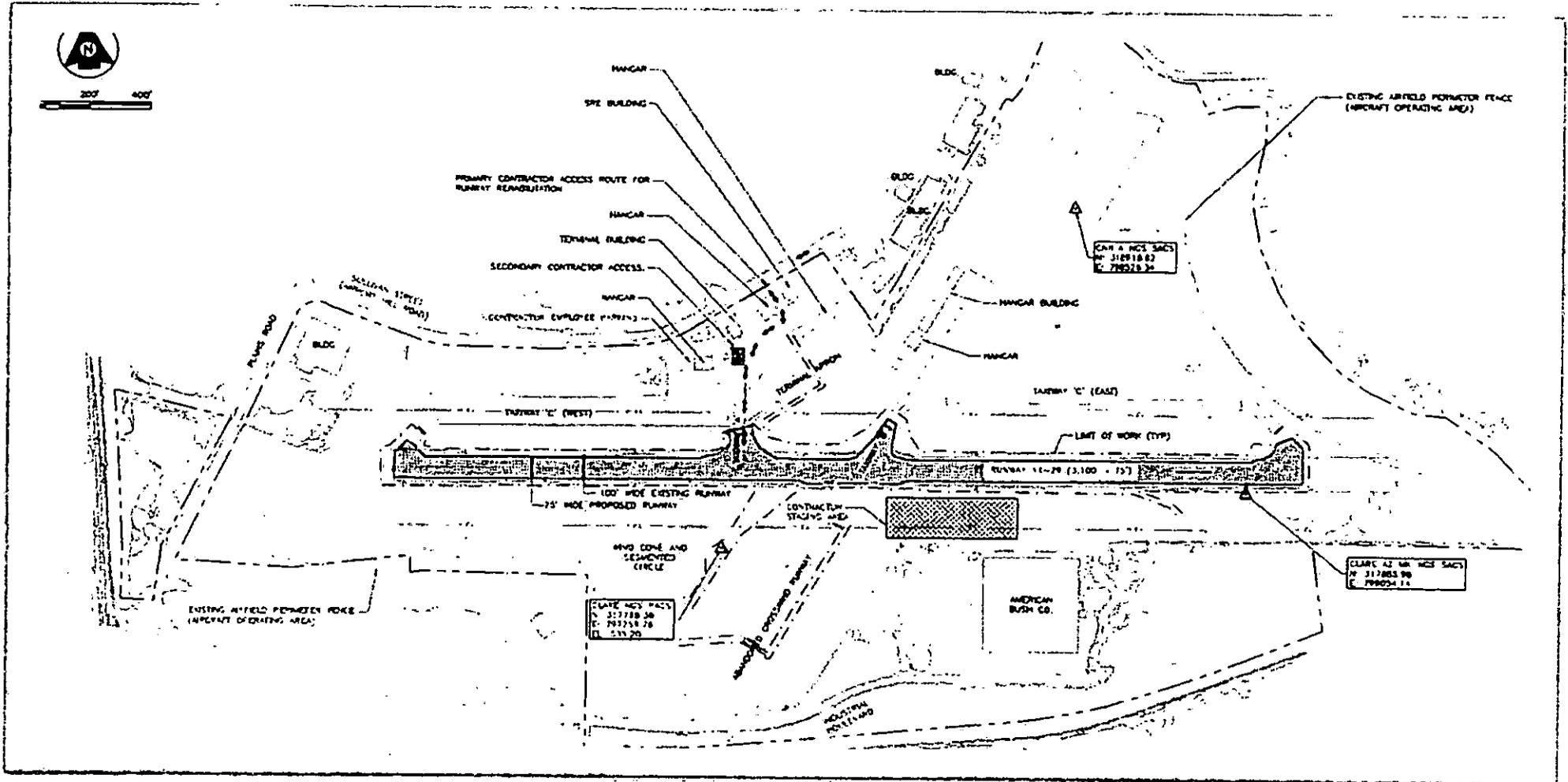
As the Runway 11-29 Rehabilitation project is entirely on airport property, it is exempt from Intergovernmental Review by the State of New Hampshire.

Part 6. Organization Chart
Rehabilitate, Drain, Sign, Mark and Light
Runway 11-29 (Approx. 3,100' X 75')
SBG-02-20-2021



Part 7. Project Area

Runway 11-29 Rehabilitation





Stantec Consulting Services Inc.
2211 Congress Street, Suite 380, Portland, Maine 04102

April 29th, 2021

Chief Bryan Burr
Fire Department
City of Claremont
100 Broad Street
Claremont, NH 03743

**Subject: Claremont Municipal Airport
Rehabilitate, Sign, Mark, Light and Drain Runway 11-29
SBG-02-20-2021
Recommendation for Construction Award for Construction Contract**

Dear Chief Burr:

On Friday, April 23rd, 2021 at 11:00 a.m., bids for the subject project were opened by the City of Claremont. The results are as follows and a tabulation summary is attached to this letter:

Contractor	Base Bid*	Alternate 1	Base Bid + Alternate 1 less Items 100-5.1 through 5.4
Pine Hill Construction LLC	\$2,444,050.00	\$476,500.00	\$2,738,950.00
Pike Industries, Inc.	\$2,545,025.00	\$297,000.00	\$2,666,725.00
Sargent Corporation	\$2,642,480.00	\$297,000.00	\$2,780,580.00
Casella Construction, Inc.	\$2,758,653.50	\$327,470.00	\$2,894,323.50
Kingsbury Companies LLC	\$3,001,415.00	\$373,800.00	\$3,070,815.00
Engineer's Opinion	\$2,950,625.00	\$265,000.00	\$3,044,625.00

*Award is based on base bid.

Stantec Consulting Services Inc. performed a thorough review of the proposal documents from each of the bidders. Below is a summary of the review findings with any irregularities, errors, or omissions noted:

1. All bidders acknowledged the issuance of Addenda 1-5.
2. All proposals included a Bid Security (bid bond) in the amount of 5% of the respective bid amount.
3. The "Schedule of Prices" was analyzed for completeness, and to verify the math calculations of the bidders. No mathematical errors in the Schedule of Prices were found in any of the five bid proposals. Pike Industries, Inc. bid proposal had a mathematical error in determining the DBE utilization for the project - refer to sections 8b. below. The error mentioned did not affect the determination of the low bidder.



Fire Chief Bryan Burr
April 29th, 2021
Page 2 of 3

4. All five proposals acknowledged the Buy American Preference and certified that each product is produced in the United States. No products requesting a waiver were listed by any bidder.
5. All bidders signed the Equal Employment Opportunity (EEO) Certification. All contractors have marked that they have participated in previous contract subject to the equal opportunity clause with the exception of Pine Hill Construction, however, Pine Hill Construction has completed a previous project at the Claremont Municipal Airport, and based on conversations with the owner of Pine Hill Construction, it was determined that a mistake was made on the form. Pine Hill Construction revised the form and resent it indicating that they have participated in a previous contract subject to the EEO Clause. Furthermore, Pine Hill Construction marked that they had submitted all compliance reports in connection with EEO under applicable filing requirements.
6. All five contractor's proposals completed the Certification for Nonsegregated Facilities.
7. All five contractors completed the Certification for tax delinquency and felony convictions. All companies certified that they do not have any unpaid Federal tax liability and are not corporations convicted of a criminal violation within the preceding 24-months.
8. A Disadvantaged Business Enterprise (DBE) goal of 2.54% for this project was stated in the contract documents. Page P-23 of the documents required that the respective bidders submit specific information about the DBEs proposed to be used and provide evidence of the good faith efforts they have used to meet the specified goal.
 - a. Pine Hill Construction LLC (Pine Hill) provided an assurance of DBE utilization of not less than 2.45% for the project and provided a list indicating the values of work to be performed by DBEs. Although the DBE utilization proposed is less than the goal, good faith effort was provided in the form of emails from the owner of Pine Hill Construction to DBE firms that were non-responsive.
 - b. Pike Industries, Inc. (Pike) had marked a DBE utilization of not less than 3.68% for the project, but based on the schedule of participation form completed by DBE contractor, the correct DBE utilization is of not less than 4.12%. The error appears to be that the incorrect total contract price was listed on the DBE form and used in the calculation. Pike industries also provided a list indicating the values of work to be performed by DBEs.
 - c. Sargent Corporation provided an assurance of DBE utilization of not less than 1.80% for the project and provided a list indicating the values of work to be performed by DBEs.



Fire Chief Bryan Burr
April 29th, 2021
Page 3 of 3

- d. Casella Construction, Inc. (Casella) provided an assurance of DBE utilization of not less than 1.01% for the project and provided a list indicating the values of work to be performed by DBEs.
- e. Kingsbury Companies LLC (Kingsbury) provided an assurance of DBE utilization of not less than 2.40% for the project and provided a list indicating the values of work to be performed by DBEs.

In accordance with Appendix A to Part 26 of US DOT Regulations, the City of Claremont must decide if this provided documentation (or lack thereof) constitutes a good faith effort to meet the goal for each bidder. It is Stantec's opinion that Pine Hill (lowest responsive bidder) has provided evidence of a good faith effort.

It should be noted that the basis of award is based on base bid. The lowest responding bidder in good standing is Pine Hill and we have therefore focused our remaining analysis on that specific bidder. We reviewed the work history submitted, and contacted the listed financial reference (Mr. Justin Provost, Claremont Savings Bank) contained in the *Contractor's Qualifications and Certification* section of the bid proposal. The references indicated that they had no concerns regarding Pine Hill's ability to complete the project. It appears that the contractor has the material resources, and technical and financial ability to perform the proposed work satisfactorily.

We therefore find Pine Hill Construction LLC to be the lowest responsible and responding bidder, and recommend that they be awarded the project contingent upon the City of Claremont's agreement with these findings, and receipt of grant funds from FAA/NHDOT.

We hope this information will assist you in awarding the contract. Please feel free to contact us if you have any questions or if we can be of further assistance. A bid summary has been included for your reference.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Amie Gray, P.E.
Project Engineer
Phone: (207) 887-3434
Fax: (207) 883-3376
amie.gray@stantec.com

Attachment: Bid Results of April 23rd, 2021

- f. Ms. Carol Niewola, PE – NHDOT
John Kirkendall, PE – FAA

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**MASTER SERVICES AGREEMENT
TASK ORDER 4**

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

CITY OF CLAREMONT, NEW HAMPSHIRE

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: September 30, 2020

This TASK ORDER is issued under the MASTER SERVICES AGREEMENT (dated November 1, 2019) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and CITY OF CLAREMONT, NEW HAMPSHIRE ("CLIENT") for Services to be provided by STANTEC on the Runway 11-29 Rehabilitation project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

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

SERVICES: STANTEC shall perform the following SERVICES:

As outlined in Appendix "A" Scope of Services

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: September 30, 2020

Estimated Completion Date: December 31, 2022

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

\$472,585

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

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

**ADDITIONAL
CONDITIONS:**

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

No additional conditions

**ADDITIONAL
ATTACHMENTS:**

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

Appendix "A" - Scope of Work and Fee Proposal



MASTER SERVICES AGREEMENT -
TASK ORDER

INSURANCE
REQUIREMENTS:

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

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

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

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

Workers' Compensation: As prescribed by applicable law.

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

CITY OF CLAREMONT, NEW HAMPSHIRE

STANTEC CONSULTING SERVICES INC.

Ed Morris, City Manager

James E. McLaughlin, PE

Print Name and Title

Print Name and Title

Per:

Per:

APPENDIX A**SCOPE OF SERVICES
CLAREMONT MUNICIPAL AIRPORT
CLAREMONT, NEW HAMPSHIRE****PROPOSED PROJECT:****REHABILITATE, SIGN, MARK, LIGHT, IMPROVE RUNWAY SAFETY AREAS OF
RUNWAY 11-29, (APPROX. 3,100' X 75'), INCLUDING STUB TAXIWAY B**

This scope of work is for the Rehabilitation of Runway 11-29 at the Claremont Municipal Airport (CNH), to include data collection, design, environmental services, general administration, bidding services, construction administration, and technical observation of construction for the reclamation of the existing Runway 11-29 pavement and stub Taxiway B including electrical and minor drainage components. *This scope assumes the following:*

- *There will be no obstruction removal required,*
- *The existing runway safety areas will not be required to be graded beyond the tie-in of the proposed pavement (this will be verified via survey),*
- *The runway will not be required to be lengthened and the width will be 75-feet wide,*
- *The existing 1,055-foot displacement will be regained, and*
- *The existing drainage is assumed to be in good condition, and will be inspected as part of the design. Based on the runway width changing, the catch basins will need to be lowered to meet grading criteria. If the existing drainage system is found to be in poor condition, an engineering amendment will be pursued for re-designing a drainage system, and the amendment would include NHDES AoT Permitting. Drainage system design, with the exception of a detail to lower existing catch basins, and AoT permitting are not included in the current scope.*

These assumptions will be confirmed upon distribution of the final scope and after discussions during the scoping meeting.

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

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

ARTICLE A – COLLECTION OF DATA

The CONSULTANT shall provide the following services:

- 1.0 **Project Control.** The CONSULTANT shall establish horizontal and vertical control for use for design and construction in accordance with Section 50 of Federal Aviation Administration (FAA) Advisory Circular 150/5370-10 "Standards for Specifying Construction of Airports".
- 2.0 **Topographic Survey.** Perform topographic survey for the rehabilitation of Runway 11-29 including the existing project area, utilities, and drainage structures. It is assumed that the topographical survey will be performed by a 1-person crew over a 5-day period (including travel). Two additional days are assumed in the office for the Surveyor for preparation and data transfer/post processing.
 - 2.1 **Existing Project Area Survey.** Perform topographical survey of the existing project area.
 - a. 3,100-foot by 100-foot paved Runway 11-29;
 - b. Safety areas along both sides of Runway 11-29;
 - c. Safety areas at each end of the runway (approx. 150' X 300' each runway end);
 - d. Existing stub Taxiways A and B to the edge of the Runway Safety Area (20-feet beyond Runway Hold Position Markings), and taxiway safety areas; and
 - e. Random topographical survey within primary surface area to identify site features such as stormwater structures, and to identify any ground obstructions to FAR Part 77 primary surfaces.

Topographic survey data will be adequate to allow generation of ½ foot contours of study area. Survey points on existing pavement surfaces shall be taken to the nearest 0.01 feet and turf areas to the nearest 0.10 feet. Field survey shall be tied into the horizontal datum New Hampshire Plane Coordinate System (North American Datum of 1983 (NAD83)) and vertical datum North American Vertical Datum of 1988 (NAVD 88.).

 - 2.2 **Existing Utilities Survey.** Survey known existing utilities within the proposed project area.
 - a. Runway and Taxiway edge lighting and guidance sign systems and ductbanks including associated underground electric utilities.
 - b. Wind cone and segmented circle including associated underground electric utilities.
 - c. Runway 29 runway end identifier lights (REILs) and precision approach path indicator (PAPI) including associated underground electric utilities.
 - 2.3 **Existing Drainage Survey.** Existing underground drainage utilities including culverts and associated manhole and catch basin structures. Invert elevations, pipe diameters, and structure sizes will be measured and documented.- 3.0 **Existing Conditions Master File.** Reduce and plot topographic survey data including the generation of planimetrics and contours. Prepare an existing conditions plan based on the survey data suitable for design purposes.
- 4.0 **Record Drawing Review.** Review existing record drawings from previous construction projects in the vicinity of the proposed project improvements to determine location of underground utilities and cables.

- 5.0 Inspect Stormwater Pipe.** Inspect pipes via CCTB for associated runway drainage. The CONSULTANT will contract with a CCTV subconsultant (Ted Berry Company, LLC.) to perform the pipe inspection work. The CONSULTANT will be on-site for each work shift with the sub-consultant to coordinate safety and oversee work. The subconsultant will also provide a video deliverable including a structural defect report, including trenchless rehabilitation recommendations. It is assumed the work will be performed during three (3) day shifts. The investigation will require the closure of the Runway/Airport. The airport manager will be responsible for issuing NOTAMS for the closure.
- 6.0 Record Geotechnical Review.** Review existing geotechnical information and additional references as necessary to gain a preliminary understanding of the subsurface conditions in the area of proposed construction. Use the information gathered to identify potential advantages and/or disadvantages of the existing site features and to assist with establishing guidelines and layout for the geotechnical investigation. Geotechnical information and references may include prior geotechnical investigations performed at the airport; soil surveys from the Natural Resources Conservation Service (NRCS), United States Department of Agriculture (USDA); as well as discussions with local construction, geotechnical, and soil professionals.
- 7.0 Geotechnical Layout.** Provide a geotechnical layout plan identifying all explorations in plan view and layout all explorations within the proposed project area as required for Dig Safe and for use during the geotechnical investigation.
- 8.0 Coordinate/Observe Subsurface Investigation (assume two days) –** Pavement cores/soil samples will be performed within the existing pavement to determine pavement thickness and subsurface soil characteristics to a depth of 10-feet for pavement design purposes. The CONSULTANT will contract with a geotechnical sub-consultant (SW Cole) to perform the subsurface investigation. The CONSULTANT will be on-site for each work shift with the geotechnical sub-consultant to coordinate the work. It is assumed the work will be performed during two (2) day shifts. The geotechnical investigation will require closure of the Runway/Airport. The airport manager will be responsible for issuing any required NOTAMS for the closure.
- 9.0 Geotechnical Subsurface Investigation.** Arrange and coordinate geotechnical subsurface investigation of the proposed project. A geotechnical subconsultant will perform the geotechnical investigation, laboratory testing, and written report. The CONSULTANT will meet with the subconsultant on-site to review the project requirements and remain on-site to oversee the geotechnical investigation and to monitor air traffic. Subsurface investigation will include:

9.1 Test Boring Explorations

- a. Perform 10 test boring explorations to depths of 10 feet, or refusal, at locations within Runway 11-29.
- b. Provide detailed boring logs that provide information on groundwater conditions, bedrock depth, and existing soil profile.
- c. Pavement cores and base gravel samples shall be taken from the test borings. Base gravel samples at these locations shall be taken by hand from the top 8 inches of existing gravel through an 8-inch core hole.
- d. Soil samples shall be collected for laboratory testing as described below.
- e. All test boring/coring explorations shall be backfilled, compacted, and patched with rapid set concrete.

9.2 Laboratory Testing

- a. Perform 8 grain size analyses, 1 of which shall include percent finer than 0.02 mm, on selected subgrade samples from explorations.
- b. Perform 3 grain size analyses, 1 of which shall include percent finer than 0.02 mm, on selected subbase samples from explorations.
- c. Perform 6 grain size analyses, 2 of which shall include percent finer than 0.02 mm, on selected base samples from test boring explorations.
- d. Perform 3 Atterberg limits on selected subgrade samples from explorations.
- e. Crush 4 pavement core samples to simulate spoil from a pavement grinder and perform grain size analyses for use in estimating pavement reclamation blends.
- f. Use 2 pavement core samples to determine asphalt content.
- g. Perform 3 laboratory California Bearing Ratio (CBR) tests on selected subgrade samples from the borings.

- 9.3 Written Report of Findings.** The subconsultant will prepare a written report of findings including test boring, test pit, and test pit base logs, field test results, and laboratory test results. The written report shall also include a design frost depth for the project area, groundwater conditions, and approximate locations and depths of bedrock. Provide recommendations for reclaiming the runway to produce P-207 In-place Full Depth Reclamation (FDR) Recycled Asphalt Aggregate Base Course, including a range of thicknesses and a recommended grain size distribution for the supplemental aggregate. The written report shall include recommendations for the rehabilitation of Runway 11-29 and subdrainage requirements.

- 10.0 Electrical Investigation.** Conduct an on-site investigation of the existing airfield lighting/electrical system and airfield electrical vault and verify existing electrical system capacity as it pertains to the scope of the current project. Investigation will include an assessment of the existing vault equipment based on proposed electrical improvements. This will include the project manager and electrical engineer.

- 11.0 Runway Width Memo.** The CONSULTANT will conduct an evaluation of the design runway width, in concurrence with the on-going master plan, and write a memo to the FAA/NHDOT justifying additional width. This will require an in-depth wind analysis, and the investigation of other potential justifications. The existing runway is 100-feet wide, and the aircraft design group width is 60-feet. The CONSULTANT will prepare a memo to justify a 75-foot width. FAA and NHDOT will make the final determination regarding the AIP eligible width.

ARTICLE B – DESIGN, CONSTRUCTION DRAWINGS, SPECIFICATIONS AND DOCUMENTS

The proposed project will include the partial depth rehabilitation of Runway 11-29 (approximately 3,100-feet long by 75-feet wide) including the stub taxiways; removal of pavement beyond 75-foot runway width (existing runway is 100-feet wide), modification of existing drainage structures; replacement of existing electrical infrastructure including medium intensity runway edge lighting, guidance signage, and cabling; providing new pavement markings on the runway surfaces; and

grading, topsoiling, and seeding as required to remediate turf areas disturbed by construction and tie into the existing grades within the turf areas adjacent to the runway.

It is anticipated that the existing Runway lighting regulator will be replaced based on the age of the existing system. It is assumed that all new lighting fixtures and signage will be LED, and that power cabling will be direct buried. Edge lights will be stake mounted with a base can mounted light at duct banks.

The applicable FAA Advisory Circulars (AC), as listed in the AC checklist dated April 18, 2019, will be utilized for all design requirements and the runway will be designed to meet ADG B-I standards. Note that the existing ALP lists the Airport Reference Code (ARC) as B-I, and ultimate ARC of B-II. The in-progress AMPU's ultimate ARC is B-I. This will be updated as part of the upcoming AMPU. Although the ARC B-I standard width is 60 feet, it is assumed the runway width will be designed to a 75-foot width, as discussed in Article A, Task 11.0. The existing Runway width is 100-feet.

The CONSULTANT shall provide the following services for design and preparation of construction contract documents for the proposed project as described above.

- 1.0 **Runway Safety Area Evaluation.** Upon completion of the survey, the CONSULTANT will review the grading of the Runway Safety Areas to verify compliance with the FAA Airport Design Advisory Circular 150/5300-13A.
- 2.0 **Pavement Design Report.** A Pavement Design Report will be prepared based on the findings of the geotechnical investigation. FAA Advisory Circular (AC) 150/5300-6, Airport Pavement Design and Evaluation and FAARFIELD design software will be utilized to determine the pavement structure required to support the anticipated fleet mix, and to determine the requirements for proposed rehabilitation of the runway. Information on the current and future operations and fleet mix will be gathered for input into the FAARFIELD program. In addition to the structural design, pavement design based on frost depth will be performed and drainage requirements will be assessed. The Pavement Design Report information will also be utilized to determine depths of pavement reclamation, material quantities, and the identification and quantification of on-site material sources. The Pavement Design Report will also address the potential for use of supplemental aggregate to meet Base Material specifications, based on the result of the Geotechnical Investigation.
- 3.0 **Engineer's Design Report –** Provide a design report to the NHDOT including any assumptions or decisions made during design, including grading criteria, aircraft design group, evaluation of existing "dog-legs" on Taxiway C, use of Taxiway Fillets, drainage condition evaluation, etc.
- 4.0 **Pavement Management Program –** Upon completion of the Runway Rehabilitation, the CONSULTANT will provide the AIRPORT with a pavement management program for the overall maintenance and up-keep of the airfield pavement. A Pavement Condition Index will also be generated for the existing pavement which will be provided on the grant application program narrative.
- 5.0 **Title Sheet, General Plan and Notes.** Prepare the project drawings title sheet, site plan, and site plan notes. The site plan will depict all major work items and all areas on the airport site where work is proposed. The site plan shall also depict contractor's haul routes, equipment staging areas, and temporary material stockpile areas. Site Plan notes shall include the following:
 - 5.1 Location, maintenance, and restoration of haul routes.
 - 5.2 Depict contractor's equipment staging areas, employee parking areas and temporary material stockpile areas.

- 5.3 Requirements for vehicles crossing active runways and taxiways.
 - 5.4 Responsibility for runway closures including the issuance of Notice to Airmen (NOTAMs).
 - 5.5 Responsibility for location and maintenance of underground utilities.
 - 5.6 Dimensions of Aircraft Operational Areas (A.O.A.) and requirements for working in A.O.A.
 - 5.7 FAA requirements regarding operational safety during construction and monitoring air traffic during construction.
 - 5.8 Responsibilities for controlling dust and debris in and around the airport during construction activities.
 - 5.9 Requirements for marking and lighting of contractor's equipment and vehicles.
- 6.0 **Construction Safety/Phasing Plans and Narrative.** Prepare a construction safety and phasing plan and associated notes. Include information identified as part of the FAA AIP Safety/Phasing Plan Checklist. Phasing notes shall include general phasing requirements and a detailed sequence of work proposed for each phase including time limitations for each phase and runway and taxiway, closures. The Safety/Phasing Plan shall be filed with the FAA through the OE/AAA website. A construction safety/phasing plan narrative will be prepared and included with the OE/AAA submission and the contract documents. It is assumed that there will be up to 20 filings based on the work limit, stockpile, and temporary construction trailer points.
- 7.0 **Survey Control and Layout Plan.** Prepare a survey control and layout plan with associated notes and details for construction layout procedures. Include the Primary and Secondary Airport Control, azimuth markers, survey control points, and construction control points.
- 8.0 **Existing Runway Demolition Plans –** Prepare an existing Runway demolition plan depicting the existing conditions of the Runway rehabilitation area. Identify pavement recycling areas/pavement removal areas, and structures to be removed, adjusted, or to remain undisturbed (estimate 4 drawings).
- 9.0 **Layout Plans.** Prepare a pavement layout plan with associated notes. All dimensions required for pavement layout will be included. Provide edge of pavement, radius points, baselines, and intersection tables. Point tables shall include all significant construction landmarks. A total of 4 layout plans are estimated for this effort.
- 10.0 **Runway Grading Plans and Profiles.** Prepare grading plans, profiles, and notes for the proposed runway rehabilitation. Plans will include existing and proposed contours, as well as existing and proposed above ground structures and existing and proposed underground utilities. Grading plans and profiles shall be prepared at a maximum horizontal scale of 1" = 40' and at a vertical scale of 1" = 4'. Existing and proposed contours will be shown at 0.5-foot contour intervals. All proposed work will be labeled and grading limits, test pits/borings will be shown. Profiles will include existing and proposed grades and location and depth of all known existing underground utilities and all proposed underground utilities. Bedrock profiles, if applicable will be estimated based on results of the geotechnical investigation and shown on the profiles as necessary. A total of 4 grading plans and profiles are estimated for this effort.
- 11.0 **Taxiway 'B' Grading Plan and Profile.** The Taxiway B grading plan will likely be included on the Runway grading plan, however this will need to be designed.
- 12.0 **Runway/Taxiway Spot Grading Plans.** Prepare detailed spot grading plans and notes for the

proposed runway rehabilitation and stub taxiway rehabilitation. Plans will include existing and proposed spot grades set on a 25-foot grid. 4 spot grades plans are estimated for this effort.

- 13.0 Runway/Taxiway Cross Sections.** Prepare cross sections for the runway and taxiway including perimeter turf areas. Cross sections will be prepared at 50-foot intervals and at all intersections and transition areas. Cross sections will depict existing and proposed grades, pavement section build-ups, and existing and proposed underground utilities. Three plan sheets (70 cross sections) are estimated for this effort.
- 14.0 Typical Cross-Sections.** Prepare typical cross sections, to include subbase if applicable, base, and pavement thicknesses and typical cross slopes for the proposed runway, runway safety areas, and taxiway stubs.
- 15.0 Site and Civil Details.** Prepare details for general site and civil requirements for the project including bituminous joints, pavement keys, and drainage improvements (including a lower catch basin structure/rim detail).
- 16.0 Pavement Marking and Layout Plan.** Prepare a pavement marking and layout plan with associated notes. All dimensions required for pavement marking layout will be included. Pavement markings will include all markings required within the area of the runway including runway centerline, threshold markings, designation numerals, and displaced threshold markings. Pavement markings will also include all markings required within the area of the proposed taxiway including centerlines, surface painted hold sign, and hold lines.
- 17.0 Pavement Marking Details.** Prepare pavement details. All dimensions required for pavement marking layout will be included and tables will be given for layout of markings. Pavement marking details will include all markings required within the area of the runway including runway centerline, threshold markings, designation numerals, and displaced threshold markings. Pavement markings will also include all markings required within the area of the proposed taxiway including centerlines, surface painted hold sign, and hold lines.
- 18.0 Erosion Control Plans.** Prepare erosion control plans which complies with New Hampshire Department of Environmental Services (NHDES) and federal Environmental Protection Agency (EPA) requirements.
- 19.0 Erosion Control Narrative and Details.** Prepare an erosion control narrative which complies with New Hampshire Department of Environmental Services (NHDES) and federal Environmental Protection Agency (EPA) requirements. All necessary details and notes will be included, prepared in accordance with New Hampshire Stormwater Manual, Volume 3, Erosion and Sediment Controls During Construction.
- 20.0 Electrical and Lighting Plans and Details.** Prepare electrical and lighting plans, details, and notes for the proposed electrical utility upgrades, including proposed cables, duct banks, markers, guidance signs, and trench details. The plans will include notes and details required for the placement of new runway end and edge lights, new guidance signs and new taxiway edge lights. The plans will also include layout points for all electrical components including lights and signs. Note: Based on the runway width changing, the existing electrical infrastructure will be relocated or removed and replaced accordingly. Based on the age of the existing Runway 11-29 regulator, it is assumed that this will also need to be replaced.
- 21.0 Material Quantity Takeoffs and Cost Opinions.** Prepare a detailed material quantity takeoff and opinion of probable construction cost for the proposed improvements at three stages of design; one at 60% design, one at approximately 90% design in order to refine the scope of the bid alternate, and

one at the completion of the bid phase and just prior to bid opening (final design). Material quantities will be used for bidding documents. The cost opinions provided will furnish preliminary cost data for the FAA grant application for the proposed project and will serve as a basis for judging the merit of bids to be received. Since the CONSULTANT has no control over the cost of labor and materials, or over competitive bidding and market conditions, the opinions of probable costs provided for herein are to be made on the basis of his/her experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such opinions as compared to the contractors' bids or the final project cost.

- 22.0 Bid Alternate** – If necessary, based on costs estimates, a bid alternate may need to be included to stay within allotted FAA funding. The plans will display both the base bid and bid alternate and clearly define each. The bid tab will include a separate tabulation for the base bid vs. bid alternate. The basis of award shall be on the base bid.
- 23.0 Contract Specifications.** Prepare contract specifications including bidding documents, contract documents, general provisions, special provisions, and technical specifications for work included in the project in accordance with the latest version of FAA Advisory Circular 150/5370-10 "Standards for Specifying Construction of Airports", as necessary, and any supplements thereto and other pertinent advisory circulars and supplements thereto. A complete draft copy of the specifications will be provided at the preliminary stage (approximately 60% design). One complete copy of specifications will be produced at the bid document stage, for bidding purposes.
- 24.0 Quality Control Design Reviews.** Perform in-house quality control and design reviews which provide selected experienced representatives of the CONSULTANT with the opportunity to perform independent analysis of the plans and specifications at the 60%, 90% and final design stages to ensure accuracy, completeness, and constructability. Subsequent to these reviews, a special in-house project review meeting will be conducted to discuss the findings of the individuals. The recommendations of the internal design review will be incorporated into the final plans and specifications.
- 25.0 Design Review Meetings** – Arrange and attend two design review meetings to allow Claremont Municipal Airport to provide review comments at the preliminary and final design stage to ensure accuracy, completeness, and constructability. Design review meetings will be held subsequent to the submission of the 60% and 90% design packages. Comments will be compiled and incorporated into subsequent design and/or responded to accordingly.
- 26.0 Preliminary Design Submission.** Prepare and distribute the preliminary drawings, specifications, and contract documents at the completion of the preliminary design stage.
- 26.1** Prepare a preliminary submittal of the design documents at 60% design with the following copies:
- | | |
|-------------------|------------------------------------------------|
| NHDOT | - 7 x Drawings (Full Size), 2 x Specifications |
| City of Claremont | - 1 x Drawing (Full Size), 1 x Specification |
- 27.0 Obstruction Certification.** Following construction, and prior to the flight check, the CONSULTANT shall certify a clear approach by surveying the approach ends. A letter will be prepared certifying

clear approaches. It is anticipated that this will be a 2-day effort for the surveyor, including travel. The data will then be analyzed in the office and a letter will be prepared.

ARTICLE C – ENVIRONMENTAL SERVICES

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

1.0 Alteration of Terrain Permit (AoT)

1.1 This project does not anticipate adding any impervious areas to the airport, or changing the existing drainage patterns. Early correspondence with NHDES Alteration of Terrain (AoT) program staff indicates that a waiver from an AoT permit will be issued for the project. This task includes coordinating with NHDES AoT Program staff for a waiver or email correspondence.

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

3.0 **Prepare NOI, NOT and Stormwater Pollution Prevention Plan (SWPPP) for Construction Activities** – The National Pollutant Discharge Elimination System (NPDES) regulations implemented by the U.S. EPA require the preparation of a SWPPP for construction activities including clearing, grading and excavation that disturb one or more acres of total land area. The Notice of Intent (NOI) forms notify the U.S. EPA of the airport's intent to have the facility covered under the 2017 NPDES General Permit for Discharges from Construction Activities (as modified). The Notice of Termination (NOT) forms notify the U.S. EPA of the termination of the permittee's authorization to discharge stormwater associated with the construction activities.

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

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

The CONSULTANT will prepare a Notice of Termination (NOT) following the completion of the construction activities and the permanent stabilization of all disturbed areas. The CONSULTANT

will obtain signatures from the AIRPORT and the General Contractor subsequent to the completion of all construction activities and will submit the NOT form electronically directly to the U.S. EPA.

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

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

- 4.1 Agency Consultation.** The CONSULTANT shall determine the presence of potentially sensitive resources within or adjacent to the proposed project boundaries through consultation with the following agencies: U.S. Fish and Wildlife Service (USF&W) and New Hampshire State Historic Preservation Officer (SHPO).

- 5.0 Update Airport Overall SWPPP.** The U.S. EPA recently notified the AIRPORT that a new National Pollutant Discharge Elimination System Multi-Sector General Permit (NPDES MSGP) will be issued within the next year. This permit authorizes the discharge of stormwater to waters out of the United States from industrial facilities. The 2020 or 2021 permit will replace the 2015 permit, and contains changes to the SWPPP development and implementation established in the previous permit requirements. The airport's SWPPP will be updated in accordance with the general requirements applicable to all facilities regulated by NPDES, as well as the industry sector-specific (airports) requirements established in the permit. In order to meet this requirement, the CONSULTANT will update the existing SWPPP as part of the scope herein. Note: This is for the overall airport and is separate from task 3.0 which is explicitly for the Runway project.

- 5.1 Site Visit.** A site visit to Claremont Municipal Airport to inventory current materials will be required in order to update the list of potential pollutants and existing facilities included in the SWPPP. Each facility at the AIRPORT will be visited and inventoried for the following:
- Storage and use of potential stormwater pollutants
 - Storage and use of deicing agents
 - Aircraft maintenance, storage, and cleaning
 - Vehicle and equipment maintenance, storage, and cleaning
 - Housekeeping practices

Update the site plan and to meet the 2020 MSGP requirements, and will illustrate any recent changes in infrastructure at the AIRPORT.

Following the steps in the 2020 MSGP, Stantec will determine which endangered species eligibility criterion Claremont Municipal Airport meets. Stantec will coordinate with USFWS to acquire a list of threatened and endangered species, and a list of critical habitat, that may be within the airport action area.

The SWPPP shall identify all actions requiring a modification to the document and the procedures to be followed when completing necessary modifications. Changes in the facility constructed since the SWPPP was last updated will be addresses in this update as necessary.

- 5.2 **Prepare Notice of Intent.** The Notice of Intent (NOI) informs the permitting authority (U.S. EPA) that an industrial facility is seeking renewed authorization to discharge stormwater under provisions of the NPDES MSGP. Stantec will prepare an NOI on behalf of the Airport Owner and submit the NOI to the U.S. EPA. Stantec will compile all information and electronic signatures necessary for the completion of the NOI. The NOI will be submitted electronically, as required by the 2020 MSGP.
- 5.3 **Preparation of Final Document.** Stantec will prepare and distribute the final SWPPP to the airport and to SWPPP Team members.

ARTICLE D – GENERAL ADMINISTRATION:

The CONSULTANT shall provide the following services:

- 1.0 **CIP Meeting.** Assist NHDOT with scheduling and attend a Capital Improvement Plan (CIP) meeting, held at the Claremont Municipal Airport Terminal Building, to review the proposed project, identify project funding eligibility, and discuss the project's timeline in relation to other projects in the airport's CIP. Develop a planning level cost estimate for the proposed project used to assist the FAA, NHDOT, and AIRPORT with CIP budgeting and scheduling.
- 2.0 **Scope of Services, Fee and Contract –** The CONSULTANT will communicate and coordinate with the AIRPORT via telephone, letters, and email requesting the authority to proceed with the preliminary phases of the proposed project pending the execution of the engineering services agreement. The CONSULTANT will prepare an engineering services agreement including a detailed work scope narrative and itemized fee schedules for submission to the AIRPORT and NHDOT, and FAA for review and comments. The CONSULTANT will coordinate the preparation of the contract with the staff of his civil, environmental and CADD departments.
- 3.0 **Prepare for and Attend Scoping Meeting –** Prepare scoping level sketch for discussion, attend meeting at Claremont Municipal Airport, and prepare and distribute meeting minutes.
- 4.0 **Prepare for and Attend Supplemental Meeting –** Prepare for, attend, and document meeting minutes for a second scoping meeting after the project received supplemental funding, to discuss how this will change the scope of the project. The CONSULTANT will also come up with a schedule for critical dates of all projects relevant to the Runway supplemental funding project to ensure that the runway project can accept the grant within the designated timeframe. This meeting will be take place at NHDOT in Concord, NH and will attended by the Senior Aviation Planner, Project Manager, and Senior Environmental Analyst.
- 5.0 **FAA Grant Application –** Prepare and submit an FAA grant application on behalf of the AIRPORT once the bidding process is complete. Copies shall be submitted to NHDOT. Grant applications shall include the following:

- a. Project narrative to include project objective; airport description; engineering and administrative costs; project schedule; environmental issues; user coordination, DBE program requirements; and intergovernmental coordination.
 - b. FAA Forms SF-424 and 5100-100
 - c. Airport Sponsor Grant Assurances
 - d. Sponsor grant certifications including Drug Free Workplace; Equipment-Construction Contracts; Project Plans & Specifications; Selection of Consultants; and Contracts, Grants, Loans & Agreements.
- 6.0 Payment Vouchers** – Collect and approve cost data and prepare twelve (12) estimated reimbursement requests. Assist the AIRPORT in the coordination and the tracking of payments between the FAA, NHDOT and the AIRPORT's fiscal officer and the applicant's payment system and report the results to the AIRPORT in writing when requested.
- 7.0 Project Accounting** – The CONSULTANT will provide general project administration and coordination with the staff of his/her accounting department. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The CONSULTANT will approve and process invoices received from subconsultants and vendors providing services to the CONSULTANT throughout the design phases of the project. The CONSULTANT will prepare and submit monthly invoices to the AIRPORT for services provided to the AIRPORT and for costs incurred by the CONSULTANT and his subconsultants. It is anticipated that a total of twelve (12) invoices will be prepared and submitted during the course of the project.
- 8.0 DBE Coordination/Reporting** – The CONSULTANT will coordinate with the AIRPORT, Contractor, NHDOT-Bureau of Aeronautics and FAA regarding DBE participation on the project. The CONSULTANT will coordinate the DBE percentage for the project, including the coordination required for the Contractor to provide a Good Faith Effort document if the DBE goal percentage is not met. The CONSULTANT will also update the yearly DBE report by December 1st of each year.
- 9.0 Safety Forms.** The project manager will prepare safety forms required as part of Stantec safety policy for field work. There will be a total of 2-3 times that the safety forms will be required to be updated as site specific conditions change.
- 10.0 Project Administration.** The CONSULTANT shall perform the administrative work required because of state and federal participation in the project, specifically, the CONSULTANT shall consult and correspond, as necessary, with the AIRPORT's financial office on the following:
- 9.1 Grant Eligible Costs**
 - a. Obtaining data on funds expended and determining, in conjunction with the appropriate AIRPORT, NHDOT and FAA officials, which funds are eligible for participation in federal and state grant payments.
 - b. Obtaining data on the AIRPORT's administration costs and determining, in conjunction with the appropriate AIRPORT, NHDOT and FAA officials, the eligibility of such costs to satisfy federal and state participation.
 - 9.2 Audit Preparation**
 - a. The CONSULTANT shall consult as necessary with the Federal Auditor or State Auditor in connection with the preparation of a final audit.
 - b. Retain records for seven (7) years in a file system ready for final auditing if necessary.

- 9.3 **Quarterly Reporting.** The CONSULTANT shall prepare project performance reports as required by the FAA on a quarterly basis. The Quarterly Performance Report form shall be utilized and include actual accomplishment and baseline goal schedules, any explanations of goal slippage and a summary of cost overruns as applicable.
- 9.4 **Sponsor & Funding Agency Coordination.** The CONSULTANT shall coordinate AIP project related tasks, questions, requests, etc. as required, during the course of the project.
- 9.5 **Subconsultant Administration.** Solicit proposals from qualified consultants to complete the following tasks as defined herein:
- Geotechnical subsurface investigation outlined in Article A, Task 9.0
 - Investigate storm drainage outlined in Article A, Task 5.0
 - Construction Materials testing outlined in Article G

For each task, review proposals and negotiate a fee with the selected subconsultant; prepare and execute a professional consulting services agreement with the selected subconsultant; review invoices and process subconsultant payments; and complete all subconsultant administrative work over the life of the project.

- 11.0 **Project Photographs.** Coordinate project aerial photography with the contractor that depicts final project completion. Furnish four (4) electronic oblique aerial color photographs taken from an altitude to completely cover the work site, with sufficient detail to show the work from four different quadrants. At least one oblique photograph shall include all the airport boundaries. In addition, the CONSULTANT shall furnish one (1) framed and one (1) electronic copies of 36" x 36" color aerial photograph taken with a professional aerial camera, perpendicular to the ground, and at sufficient altitude to include all the airport boundaries. These photographs shall be taken after completion of the contract by a qualified subconsultant.
- 12.0 **City Council Presentation.** Prepare slideshow and attend virtual City Council Meeting to present the project to City Council.

ARTICLE E – BIDDING AND ARRANGEMENT FOR CONSTRUCTION

The CONSULTANT shall provide the following services:

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

- 2.0 **Advertisement for Bids** – The CONSULTANT will prepare and submit the Bid Advertisement for the project to the local newspaper.
- 3.0 **Prepare Addenda** – The CONSULTANT will respond to bidder questions and issue addenda if required. It is assumed that a total of 3 addenda will be prepared as a part of this project.
- 4.0 **Pre-Bid Conference** – The CONSULTANT will prepare for and conduct a Pre-Bid Conference. Conduct a site walk of the project areas to allow the contractors and subcontractors to observe the existing conditions first-hand and to ask questions regarding their observations. Prepare written responses to questions that require additional information not available at the time of the pre-bid conference.
- 5.0 **Bid Analysis** – Conduct a detailed analysis of the contractors' bids for completeness and accuracy and note omissions and discrepancies. Compile a bid summary comprised of the results of the bids for distribution to the bid document recipients. Prepare a letter to the AIRPORT recommending the award of the construction contract to the apparent low responsive bidder based on the bid analyses. With the concurrence of the AIRPORT and NHDOT, the CONSULTANT will issue a written notification to the successful bidder advising the bidder of the bid results. The CONSULTANT will disseminate the bid results to other bidders as well.
- 6.0 **Coordinate Construction Contract** – The CONSULTANT will assist the AIRPORT in preparing five (5) copies of the Contractor's bid proposal package for use as the construction contract document. The CONSULTANT will coordinate with and provide information to the Contractor to facilitate the preparation and execution of the construction contract document. The CONSULTANT will review the Contractor's construction contract for accuracy and completeness before submitting the document to the AIRPORT for final signatures. The NHDOT will receive one of the copies.
- 7.0 **Prepare Conformed Set of Drawings** – The CONSULTANT will prepare a conformed set of drawings (full size – 24" x 36") for Construction and issue two sets of full size plans to the Contractor, two full size sets of plans to the AIRPORT, and two full size sets of plans to the NHDOT.

ARTICLE F - CONSTRUCTION ADMINISTRATION

The CONSULTANT shall provide the following services:

- 1.0 **Pre-Construction Conference.** Arrange and conduct the Pre-Construction Conference and prepare and distribute minutes of the meeting. Assume attendees will include: Project Manager and Resident Project Representative.
- 2.0 **Construction Correspondence** – Prepare/handle construction project correspondence over the course of construction. Issue the notice to proceed to the Contractor subsequent to the execution of the construction contract. The notice to proceed will identify the construction start date, project duration, and completion date. When warranted, the CONSULTANT will issue notices to the Contractor to stop work and will identify the reason for the notice to stop work, the stop work date, and the remaining contract time to complete the project.
- 3.0 **Weekly Meetings** – Coordination meetings are anticipated to be held once weekly during construction, and for 3 weeks prior to construction. Prepare for, attend and document weekly construction coordination meetings. (90 calendar day project, 16 meetings assumed).
- 4.0 **Resident Engineer Support**– Provide general supervision and support to the Resident Project Representative regarding construction related activities, including 8 site visits by the project

manager, and daily phone calls/ construction support throughout construction.

- 4.0 Construction Administration.** Prepare, review, approve, and distribute project documentation and project correspondence over the course of construction. Construction documentation and correspondence shall include the following:

4.1 Pavement QC/QA Workshop

- a. FAA requirement for projects with pavement costs in excess of \$250,000.
- b. Arrange and conduct workshop with the Contractor, subcontractors, QC/QA Personnel, AIRPORT, FAA, and NHDOT prior to start of construction.
- c. Agenda will include items such as the job mix formula, placement procedures, joint construction, quality control requirements at the plant and in the field, quality assurance testing requirements, and other paving related matters.
- d. Agenda will also include QC/QA requirements of the project specifications and the Contractor's Quality Control Program.
- e. Follow-up discussions and correspondence with the Contractor and subcontractors as necessary.

4.2 Construction Management Plan

- a. FAA requirement for projects with pavement costs in excess of \$500,000.
- b. Develop management plan to be implemented during construction for assessing, diagnosing, and correcting any construction quality deficiencies.
- c. Submit a summary of test results, including any problem test results, with project closeout documentation.

4.3 Monthly Reporting

- a. The CONSULTANT shall prepare project progress reports as required by the FAA. FAA Form 5370-1, Construction Progress and Inspection Report, shall be utilized.
- b. Project progress reports shall include estimates of construction completion, specific contract work completed, weather conditions, a summary of laboratory and field testing, and anticipated work for the next construction period.

4.4 Certified Payroll

- a. Review and ensure contractor certified payroll is in compliance with Davis Bacon Wage rate schedules.
- b. Correspond with contractor on deficiencies and follow up as required.
- c. Provide assistance to the contractor as needed regarding wage classification determinations.

- 4.5 Contractor and Sponsor Coordination - Assist Resident Project Representative with correspondence necessary to ensure the AIRPORT and the Contractor are both notified of local events, airport activities, user requirements, construction schedule, any forecasted**

construction delays, and any other activities that may affect airport operations, the construction schedule, or both.

- 4.6 Periodic Cost Estimates**
- a. Review construction quantities documentation for accuracy and completeness and correspond with Resident Project Representative, as necessary, to verify correct pay quantities.
 - b. Enter bid schedule and unit pricing to prepare FAA Form 5100-8, Periodic Cost Estimate, and enter construction quantities for each pay estimate.
 - c. Review, approve, and distribute each cost estimate for the appropriate authorization and submission.
- 5.0 Submittals.** Review shop drawing submittals, requests for information (RFIs), and product catalogue data furnished by the contractor for compliance with the contract documents. Distribute copies to the FAA, NHDOT and AIRPORT at the conclusion of the project.
- 6.0 Change Orders and RFIs.** Assist the AIRPORT in processing construction change orders. Advise the AIRPORT as to the Contractor's performance period and the application of liquidated damages, if necessary.
- 7.0 Final Inspection and Punch List.** Coordinate and attend final inspection and prepare report of results (punch-list) for distribution to NHDOT, AIRPORT and Contractor. Assume attendees will include the Project Manager and Resident Project Representative.
- 8.0 Record Drawings.** Prepare and submit Record Drawings. The AIRPORT shall receive one set of and one set of Record Drawings for the AIRPORT's use and files. The FAA and NHDOT shall each receive one set of the Record Drawings in electronic format (PDF). The CONSULTANT will provide NHDOT with 2 hard copies of the plans and the AIRPORT will receive 1 hard copy.
- 9.0 Airport Layout Plan.** Update the Airport Layout Plan at the completion of the project to reflect the changes to the airport.
- 10.0 Project Close-out Report –** The CONSULTANT will prepare the final project documentation in the form of a project close out report which consolidates the project related information that will be required by NHDOT to formally close out the project. The CONSULTANT will include in the close out report all general, fiscal, miscellaneous, engineering and construction information and submissions/certifications required by NHDOT/FAA. The CONSULTANT will distribute both electronically and one (1) hard copy of the project close out report each to the AIRPORT and NHDOT.

ARTICLE G – TECHNICAL OBSERVATION OF CONSTRUCTION

The CONSULTANT shall provide the following services:

- 1.0 Technical Observation of Construction –** Provide a qualified Resident Project Representative approved by AIRPORT and NHDOT for full-time resident inspection to assure that construction is carried out in reasonable conformity with the contract drawings and specifications to the extent that is the customary practice of professional engineers. The period for contract completion is estimates

at 90 calendar days (13 weeks). Specific duties shall include the following:

- a. Prior to initiating the project, the Resident Project Representative will prepare for the construction project by reviewing the projects plans and specifications, contacting the contractor for mobilization and project schedules and review other requirements deemed necessary to commence the project.
- b. Review of construction activities for general compliance with the plans and specifications. Inform the Contractor of known work which is in noncompliance.
- c. Ensure compliance with the Construction Safety and Phasing Plan.
- d. Maintaining a file of shop drawings, test reports and certifications.
- e. Informing the contractor of known deficiencies in order that corrections can be made. Confirm that proper corrective action is taken and subsequently approved.
- f. Recording quantities of materials used on the project by actual measurements and computations in field notebook or computer printouts retained in a folder/notebook for each pay item. Additionally, at a minimum, weekly progress photographs will be taken of the project site.
- g. The Resident Project Representative shall prepare necessary estimates of construction quantities for subsequent use by the Contractor in preparing payment requests. The Resident Project Representative shall keep daily log and prepare daily inspection reports and monthly reports of progress/completed work. Reports shall be given to the AIRPORT and NHDOT upon request or at project completion.
- h. Maintaining a set of working drawings on the job site that record observed conditions and information provided by the Contractors and that can be used to prepare Record "As-Built" drawings.
- i. Reviewing and approval of quantities used in the Contractor's payment requests and DBE compliance from the Contractor.
- j. Reviewing Contractor's certified payrolls and performing wage interviews for each Contractor and subcontractor on a monthly basis to check for compliance with State and Federal wage determinations.
- k. Maintaining a diary which contains entries for each workday, made and signed by the Resident Project Representative. Each entry should include the following information as a minimum:
 1. Date and weather conditions.
 2. Names of visitors and the purpose of their visit.
 3. Construction work in progress and approximate location.
 4. Size of Contractor's work force and equipment in use.
 5. Number of hours worked per day for Contractor and subcontractors.
 6. The substance of important conversations with the Contractor concerning conduct, progress, changes, test results, interpretations of specifications or other details.
 7. Any time and material slips accepted by the Resident Project Representative.
 8. Accident or injuries.

- I. Perform follow up inspection work to ensure punch list completion (assume a total of 24 hours field work).
- 2.0 **Survey QA Check** – Provide qualified surveyor for two days throughout the construction project to perform quality audits on contractor's layout.
- 3.0 **Construction Testing Quality Assurance** – Contract with a qualified material testing sub-consultant (SW Cole) for quality assurance materials testing throughout the life of the construction project. Materials testing sub-consultant will review Job Mix Formula and QC Plan submittals and perform gradation and dry density testing for reclaimed base course material for the proposed pavement box. In addition, the materials testing sub-consultant will perform field density testing of soils for the reclaimed base course. The materials testing sub-consultant will also perform Quality Assurance testing of HMA bituminous concrete.
- 4.0 **Pre-Construction Inspection and Punch List Follow Up** – CONSULTANT shall perform field inspections of the initial erosion control installations, prior to the actual start of construction. The CONSULTANT shall also perform field inspections of Punch List work to ensure Punch List is completed to the satisfaction of the CONSULTANT, Airport, FAA and NHDOT. Assume a total of 40 hours of field work for punch list follow up items.

PROJECT SCHEDULE

Scoping	September 2020
60% Preliminary Design	November 2020
90% Design	January 2021
Bidding	February 2021
Grant Application	Due April 1 st , 2021
Construction	May 2022*

*Based on timing of grant award and anticipated governor and council approval in late 2021, a May 2022 construction start is assumed.

Attachments

- Attachment A: Fee Detail
- Attachment B: Ted Berry Company Pipe Investigation Scope and Fee
- Attachment C: S.W. Cole Geotechnical Services Scope and Fee
- Attachment D: S. W. Cole Construction Materials Testing Scope and Fee

Attachment A

Summary of Fees
for
Engineering Services

Claremont Municipal Airport
Claremont, New Hampshire
Runway 11-29 Rehabilitation

Article A: Project Development & Collection of Data	\$68,162
Article B: Design, Drawings and Specifications	\$111,889
Article C: Environmental Services	\$19,854
Article D: General Administration	\$34,615
Article E: Bidding and Construction Arrangements	\$24,542
Article F: Construction Administration	\$69,527
Article G: Technical Observation of Construction	\$143,995

Total Engineering Services Fee:

\$472,585

rev.: 9/30/2020

FEE SCHEDULE

Claremont Municipal Airport
Runway 11-29 Rehabilitation

SBG # 02-20-2021
Stantec Project No. 195211208

Article A: Project Development & Collection of Data

TASK	DISCIPLINE	Senior Principal	Project Manager	Senior Airport Planner	Airport Planner	Resident Engineer	Senior Electrical Engineer	Surveyor	CADD/Computer Technician	Administrative/Clerical
1.0	Project Control	2	2							
2.0	Topographic Survey (5 field days, 2 office days)		2					56	8	
3.0	Existing Conditions Master File		2					20	32	
4.0	Record Drawing Review		16							
5.0	Inspect Stormwater Pipe (Assume 4 days)		4			32				
6.0	Record Geotechnical Review		6							
7.0	Geotechnical Layout		8							
8.0	Coordinate/Observe Subsurface Investigation (assume 2 field days)		8						8	
9.0	Geotechnical Subsurface Investigation (see S.W. Cole task below)		8							
10.0	Electrical Investigation						20			
11.0	Runway Width Analysis		20	10	20					
TOTAL HOURS		2	68	10	20	32	20	76	68	0
Hourly Rate		\$87.50	\$42.00	\$47.00	\$36.00	\$35.00	\$48.00	\$42.00	\$75.00	\$32.45
Direct Labor Cost		\$175.00	\$2,856.00	\$470.00	\$720.00	\$1,120.00	\$960.00	\$3,192.00	\$2,380.00	\$0.00

Expenses:				
Task 2.0				
Inns	Miles	\$ per mile	Total	TOTAL DIRECT LABOR COST \$ 11,873.00
3	306	\$ 0.580	\$ 532.44	
Nights	People	Lodging Per Night		OVERHEAD @ 158.566% \$ 18,826.54
4	0	\$ 127.00		
Days	People	Meals		TOTAL LABOR COST \$ 30,699.54
5	1	\$ 59.00	\$ 295.00	
Task 3.0				
Inns	Miles	\$ per mile	Total	FIXED FEE @ 15% \$ 4,604.93
1	306	\$ 0.580	\$ 177.48	
Nights	People	Lodging Per Night		SUBTOTAL \$ 35,304.47
2	0	\$ 127.00		
Days	People	Meals		TOTAL EXPENSES \$ 1,954.40
3	1	\$ 59.00	\$ 177.00	
Task 7.0				
Inns	Miles	\$ per mile	Total	SUBTOTAL \$ 37,258.87
1	306	\$ 0.580	\$ 177.48	
Nights	People	Lodging Per Night		
1	1	\$ 127.00	\$ 127.00	
Days	People	Meals		
2	1	\$ 59.00	\$ 118.00	
Misc. Expenses (Incl. Tolls) \$ 100.00				
Shipping/Reproduction \$ 250.00				
TOTAL EXPENSES \$ 1,954.40				TOTAL OUTSIDE SERVICES \$ 30,903.50
Outside Services:				TOTAL THIS ARTICLE \$ 68,162.37
Task 5.0: Inspect Stormwater Pipe				
Ted Berry Company \$ 13,800.00				
Task 9.0: Geotechnical Investigation				
S.W. Cole \$ 17,103.50				USE: \$ 68,162
TOTAL OUTSIDE SERVICES \$ 30,903.50				

FEE SCHEDULE

Claremont Municipal Airport
Runway 11-29 Rehabilitation

SBG # 02-20-2021
Stantec Project No. 195311206

Article B: Design, Drawings and Specifications

DISCIPLINE	Senior Principal	Project Manager	Senior Civil Engineer	Civil Engineer	Senior Environmental Analyst	Electrical Engineer	Surveyor	CADD/Computer Technician	Senior Electrical Engineer	Administrative/Clerical
1.0 Runway Safety Area Evaluation		8						4		
2.0 Pavement Design Report		20						2		2
3.0 Engineer's Design Report		20						4		2
4.0 Pavement Management Program		20						4		2
5.0 Title Sheets, General Plan and Notes		12		8				16		
6.0 Construction Safety and Phasing Plans and Narrative		20		8				16		
7.0 Survey Control and Layout Plan		8					8	12		
8.0 Existing Runway Demolition Plans		20		10		8		16		
9.0 Layout Plans		10		4				10		
10.0 Runway Grading Plans and Profiles		40						40		
11.0 Taxiway B Grading Plan and Profile		8						10		
12.0 Runway/Taxiway Spot Grade Plans		24						24		
13.0 Runway/Taxiway Cross Sections		24						24		
14.0 Typical Cross Sections		8		8				8		
15.0 Site and Civil Details		8		10				16		
16.0 Pavement Marking Layout Plans		12		10				16		
17.0 Pavement Marking Details		12						16		
18.0 Erosion Control Plan		2		5				8		
19.0 Erosion Control Narrative and Details		4						8		
20.0 Electrical and Lighting Plans and Details		8				10		10	20	
21.0 Material Quantity Takeoffs and Cost Options	1	2		23		8				4
22.0 Bid Alternates		4								
23.0 Specifications	2	8		40	4	8				24
24.0 Quality Reviews	8	2								
25.0 Design Review Meetings				20						
26.0 Preliminary Design Submission		8		8				16		
27.0 Obstruction Certification		8					20			
TOTAL HOURS	12	320	0	131	4	104	28	276	20	34
Hourly Rate	\$87.50	\$42.00	\$47.00	\$41.00	\$69.00	\$33.00	\$42.00	\$35.00	\$48.00	\$32.45
Direct Labor Cost	\$1,050.00	\$13,440.00	\$0.00	\$5,391.00	\$276.00	\$3,432.00	\$1,176.00	\$9,660.00	\$960.00	\$1,103.30

Expenses:					
Truck	Miles	Rate/mile	Total		
1	306	\$ 0.580	\$ 177.48	TOTAL DIRECT LABOR COST	
Costs	People	meals	\$ 118.00	OVERHEAD @ 158.500%	
				TOTAL LABOR COST	
Shipping/Reproduction			\$ 1,000.00	TOTAL LABOR COST	
Misc. Expenses (incl. Tolls)			\$ 250.00	TOTAL LABOR COST	
TOTAL EXPENSES			\$1,350.00	FIXED FEE @ 15%	
Outside Services:				SUBTOTAL	
TOTAL OUTSIDE SERVICES				\$	
				TOTAL EXPENSES	
				\$111,889.21	
				SUBTOTAL	
				\$111,889.21	
				TOTAL OUTSIDE SERVICES	
				\$	
				TOTAL THIS ARTICLE	
				\$111,889.21	
				USE:	
				\$111,889	

FEE SCHEDULE

Claremont Municipal Airport
Runway 11-29 Rehabilitation

SBG # 02-20-2021
Stanlec Project No. 195211208

Article D: General Administration

TASK	DISCIPLINE	Senior Principal	Project Manager	Airport Planner	Senior Environmental Analyst	Senior Airport Planner II	Senior Civil Engineer	Civil Engineer	Senior Electrical Engineer	CAOD/Computer Technician	Administrative/Clerical
1.0	CIP Meeting		2	2							
2.0	Scope of Services, Fee and Contract	2	40	2							
3.0	Prepare for and Attend Scoping Meeting		8	8							2
4.0	Prepare for and Attend Supplemental Funding Meeting		8	8	4						
5.0	FAA Grant Application		12	4							
6.0	Payment Vouchers		8	20						1	2
7.0	Project Accounting		10	2							6
8.0	DBE Coordination		8	2							4
9.0	Safety Forms		4	2							8
10.0	Project Administration		40								
11.0	Project Photographs (See outside services below)		8								
12.0	City Council Presentation		8	2							
TOTAL HOURS		2	156	52	4	0	0	0	0	1	22
Hourly Rate		\$87.50	\$42.00	\$36.00	\$49.00	\$47.00	\$47.00	\$41.00	\$48.00	\$35.00	\$32.45
Direct Labor Cost		\$175.00	\$6,552.00	\$1,872.00	\$196.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00	\$713.90

Expenses:					
Task 2.0	Trps	Miles	\$ per mile	Total	
	1	306	\$ 0.580	\$ 177.48	TOTAL DIRECT LABOR COST
					OVERHEAD @ 158.566%
	1	1	\$ 59.00	\$ 59.00	
				\$ 800.00	TOTAL LABOR COST
				\$ 200.00	
				\$ 1,236.48	
					FIXED FEE @ 15%
					SUBTOTAL
					TOTAL EXPENSES
					SUBTOTAL
					TOTAL OUTSIDE SERVICES
					TOTAL THIS ARTICLE
					USE:

FEE SCHEDULE

Claremont Municipal Airport
Runway 11-29 Rehabilitation

SBG # 02-20-2021
Stantec Project No. 195211208

Article F: Construction Administration

TASK	DISCIPLINE	Senior Principal	Project Manager	Senior Environmental Scientist	Civil Engineer	Resident Engineer	Senior Civil Engineer	Electrical Engineer	Senior Electrical Engineer	CADD/Computer Technician	Administrative/Clerical
1.0	Pre-Construction Conference		12			8					1
2.0	Construction Correspondence		4								
3.0	Weekly Meetings		40								
4.0	Resident Engineer Support		130								
5.0	Construction Administration		80								
6.0	Submittals		40								
7.0	Change Orders and RFIs		16			40	8	8	20		20
8.0	Final Inspection and Punch List		8			8				8	
9.0	Record Drawings		8			10				40	
10.0	Airport Layout Plan		8							18	
11.0	Project Close-out Report		20								8
TOTAL HOURS		0	308	0	0	68	8	8	20	64	29
Hourly Rate		\$87.50	\$42.00	\$49.00	\$41.00	\$35.00	\$47.00	\$33.00	\$48.00	\$35.00	\$32.45
Direct Labor Cost		\$0.00	\$13,372.00	\$0.00	\$0.00	\$2,310.00	\$376.00	\$264.00	\$960.00	\$2,240.00	\$941.05

Expenses:						
Task 1.0						
Inps	Mins	\$ per min	Total	TOTAL DIRECT LABOR COST	\$22,463.05	
1	308	\$ 0.580	\$ 177.48	OVERHEAD @ 158.556%	\$35,618.76	
Days	People	month				
1	2	\$ 59.00	\$ 118.00			
Task 4.0						
Inps	Mins	\$ per min	Total	TOTAL LABOR COST	\$58,081.81	
8	308	\$ 0.580	\$ 1,419.84	FIXED FEE @ 15%	\$8,712.27	
Days	People	month				
8	1	\$ 59.00	\$ 472.00			
Task 6.0						
Inps	Mins	\$ per min	Total	SUBTOTAL	\$66,794.08	
1	308	\$ 0.580	\$ 177.48	TOTAL EXPENSES	\$2,732.80	
Days	People	month				
1	2	\$ 59.00	\$ 118.00			
Shipping/Reproduction				\$ 100.00		
Misc Expenses (Incl Tolls)				\$ 150.00		
TOTAL EXPENSES				\$2,732.80	SUBTOTAL	\$69,526.88
Outside Services:					TOTAL OUTSIDE SERVICES	\$0.00
None				\$ -	TOTAL THIS ARTICLE	\$69,526.88
TOTAL OUTSIDE SERVICES				\$ -	USE:	\$69,527

Attachment B



Amie Gray
Stantec
482 Payne Road
Scarborough, ME 04074-8929

August 18, 2020

Greetings Amie,

Subject: **Inspect 5000 LF Stormwater Pipe in Claremont, NH – 20T0724**

Thank you for giving us the opportunity to provide you with the following proposal.

Scope of Work provided in an August 17 customer with attached print of pipe locations.

- Provide CCTV inspection for 5000 LF of stormwater 12-24" Reinforced Concrete Pipe.
- Provide a video deliverables package that includes a structural defect report with trenchless rehabilitation recommendations, if requested.

Project Responsibilities

Stantec: To help achieve a smooth and successful project, you will be considered the owner of the project and it will be your responsibility to perform the following:

- Provide a designated contract coordinator
- Provide asset naming and map with specific locations
- Provide all access to catch basin structures necessary to complete the project, including unbolting and removing aircraft rated covers.
- Provide an escort vehicle to allow safe and efficient entry to the access areas.
- Provide notice to all necessary parties of work in apron area.

Ted Berry Company LLC

- Provide a designated project manager
- Provide a written work plan prior to start of work
- Provide a CCTV Inspection team with all labor, materials, and remote equipment to complete the project. Operator will be NASSCO PACP certified.
- Provide confined space entry equipment, if required.
- Provide recommendations for pipe rehabilitation where applicable.
- Comply with safety and security guidelines.

Ted Berry Company LLC Employees

- Project Manager (Off Site)
- PACP Certified CCTV Operator
- 2 CCTV Technicians (Confined Space trained)

Ted Berry Company LLC Equipment

- Mainline CCTV Unit with studio style climate-controlled control room onboard with room for owner representative. Equipped with cameras to safely and efficiently inspect pipe.
- Confined space entry equipment, complete with all necessary items to safely enter any necessary structures.

TED BERRY

COMPANY LLC

A VORTEX COMPANY

Proposed Work Plan

Pre-Planning

- Proposal to customer
- Execute contract documents
- Confirm work schedule, around forecasted rain events

Field Work

- Mobilization to Job Site
- Review Scope of Work & Safety. Set up traffic as required
- Begin Inspections
- QA/QC with Customer - Customer sign off on field sheets and CCTV inspection logs
- Restore job site
- Demobilization

Post Planning

- Deliverables- provide IT pipes viewer in USB format
 - IT pipes viewer software for easy viewing of video, pictures, and .pdf reports
 - IT pipes .mdb database containing all asset and inspection data
 - All video (.WMV) and pictures (.JPG) associated with CCTV inspections
 - All .pdf line reports for inspected pipelines to include: Project Summary, Plot Listing Image 4/page, PACP Condition Grading Report
 - Step by step how to guide for using the IT pipes viewer for CCTV inspections (.pdf format)
 - Generate a Structural Defect Report with Pipe rehabilitation recommendations
- Project Billing

Differing conditions

1. Broken pipe or structure- All attempts will be made to inspect through condition however may result in a termination of inspection of the individual line segment.
2. Obstructed pipe or structure- All attempts will be made to inspect through condition however may result in a termination of inspection of the individual line segment.
3. Unknown changes in pipe direction or change in pipe ID- All attempts will be made to inspect through change in direction and/or pipe ID change, however may result in a termination the inspection of the individual line segment.
4. Flows in the gravity piping higher than anticipated by the owner - If flows in the wastewater system are higher than anticipated all attempts will be made to inspect through condition however may result in a termination of inspection of the individual line segment.
5. Anticipated rain event during project timeline – If rain is forecasted to potentially create heavy flows in storm water systems during the timeline of the project, work may be halted or delayed saving revenue and equipment for all parties.

TED BERRY

COMPANY LLC.
A VORTEX COMPANY

Billable Units	Rate	Estimated Days	Estimated Cost
Stormwater Pipe Inspection	\$3,450.00 per day	3 Days	\$10,350.00
Add 4 th Day Contingency	\$3,450.00 per day	1 Day	\$13,800.00 (4 days)

The deliverables package is included in the CCTV price.

Pipe cleaning and/or By-Pass pumping is not included in the quote.

The prices assume that prevailing or Davis Bacon wage rates do not apply to this project.

Terms and Conditions

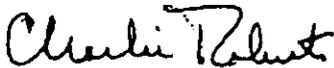
All quotes are good for 30 days from date of inquiry.

Payment is due Net 30 from the date the project is completed.

General Conditions: Owner recognizes and acknowledges: (a) that the services to be provided under this Agreement involve robotic CCTV inspection and may implicate conditions not readily discernable prior to the start of work by the Owner; and (b) that pipe inspections of structures or pipes, may be impacted by pipe damage or conditions such as broken, cracked, offset, collapsed, eroded, corroded or otherwise deteriorated pipe. TBCI shall not be responsible to Owner or any third party for any sums of money on account of any claims or suits arising by reason of the condition of the pipe or structures encountered by TBCI in rendering services hereunder, including conditions precipitating pipe collapse, deteriorated/corroded pipe, the compromised structural integrity of pipe, and unanticipated back up and discharge flows, including resultant residential or third party impacts.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this challenging project. Please sign and return signed copy upon acceptance of this proposal.

Sincerely,



Charlie Roberts
Project Manager

Accepted by:

Print name:

Title: _____

Date: _____

No job is so important and no service is so urgent that we cannot take the time out to perform or work safely.

Attachment C



www.swcole.com

19-0994 S

August 5, 2019

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

Subject: Proposal
Explorations, Laboratory Testing and Geotechnical Engineering Services
Proposed Runway 11-29 Reconstruction
Claremont Municipal Airport
Claremont, New Hampshire

Dear Amie:

In response to your request, we are pleased to submit this Proposal for explorations, laboratory testing and geotechnical engineering services for the subject project. The purpose of the work is to coordinate and observe explorations for the proposed Runway 11-29 reconstruction. Additionally, we will perform laboratory testing and provide a written report.

SCOPE OF SERVICES

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

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

276 Holiday Drive, Basement Suite 4, PO Box 1272, White River Jct., VT 05001-1272 • Tel: 802.281.4559 • E-mail: info@swcole.com

Geotechnical Engineering • Construction Materials Testing • Special Inspections • GeoEnvironmental Services

2) Laboratory Testing

- a. Perform 8 grain size analyses, 1 of which will include percent finer than 0.02 mm, on selected subgrade samples from test boring explorations.
- b. Perform 3 grain size analyses, 1 of which will include percent finer than 0.02 mm, on selected subbase samples from test pit explorations.
- c. Perform 6 grain size analyses, 2 of which will include percent finer than 0.02 mm, on selected base samples from test pit explorations.
- d. Perform 3 Atterberg limits on selected subgrade samples from explorations.
- e. Crush 4 pavement core samples to simulate spoil from a pavement grinder and perform grain size analyses for use in estimating pavement reclamation blends.
- f. Use 2 pavement core samples to determine asphalt content.
- g. Perform 3 laboratory California Bearing Ratio (CBR) tests on selected subgrade samples obtained from the borings. It must be understood that the borehole diameter only allows recovery of a finite amount of sample. It must be understood that in order to recover adequate amount of soil for CBR, that samples from several borings with similar soil may need to be composited.

3) Written Report of Findings

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

We will mark the explorations at the site and contact DigSafe to notify member utilities and contact non-member utilities prior to the exploration work. We will subcontract a private utility locator to perform Ground Penetrating Radar or similar technology to determine potential presence of buried utilities in the vicinity of the test boring locations, if applicable. Neither S.W. COLE nor its subcontractors shall be responsible for any loss arising from damage to or contact with buried utilities and/or other manmade objects that



19-0994 S
August 5, 2019

were not brought to the attention of S.W.COLE prior to commencement of the exploration program.

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

SCHEDULE

The field work is scheduled to begin August 28, 2019. The field work should require 2 days to complete. Our final written report of findings will be provided within about 3 to 4 weeks. This schedule is dictated by the time required to pre-soak each CBR point per ASTM.

BUDGET AND COMPENSATION

S.W.COLE will charge for services on a unit rate basis as presented on the attached budget sheet. We estimate a budget of \$17,100 for the services described herein.

TERMS AND CONDITIONS

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

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

Sincerely,

S. W. Cole Engineering, Inc.

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

CBM:ajh

CONTRACT ACCEPTANCE

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

FIRM: _____

DATE: _____

TEL./FAX: _____



Attachment A Breakdown of Budget:

GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING

Article	Description	Staff	Qty	Unit	Unit Cost	Total
Project Management and Reporting						
	Evaluation and Report Preparation	Geotech. Engineer	24	HR	\$ 90.00	\$ 2,160.00
	Project Coordination and Management	Sen. Geotech. Engineer	6	HR	\$ 140.00	\$ 840.00
	Drafting	Drafting Technician	2	HR	\$ 85.00	\$ 170.00
					<i>subtotal</i>	<i>\$ 3,170.00</i>
Laboratory Testing						
	Gradation Tests		17	EA	\$ 95.00	\$ 1,615.00
	Hydrometer Analysis		4	EA	\$ 95.00	\$ 380.00
	Atterberg Limits		3	EA	\$ 95.00	\$ 285.00
	Core Crushing and Gradation		4	EA	\$ 250.00	\$ 1,000.00
	Extraction/Gradation		2	EA	\$ 125.00	\$ 250.00
	California Bearing Ratio		3	EA	\$ 450.00	\$ 1,350.00
					<i>subtotal</i>	<i>\$ 4,880.00</i>
Field Services						
	Monitor Test Borings	Geotech Engineer	24	HR	\$ 100.00	\$ 2,400.00
	Standby Time for Delays beyond S.W.COLE/Driller Control		-	HR	\$ 100.00	
	Mileage		200	MILE	\$ 0.58	\$ 116.00
	Per diem (Test Boring and Coring Personnel)		1	NIGHT	\$ 175.00	\$ 175.00
					<i>subtotal</i>	<i>\$ 2,691.00</i>
Subcontracted Services						
	Drilled Test Borings, Mobilization, and Perdiem		2	DAYS	\$ 2,125.00	\$ 4,250.00
	Drilling Mobilization		1	EACH	\$ 500.00	\$ 500.00
	Private Utility Locate		0.75	DAY	\$ 2,150.00	\$ 1,612.50
	Standby Time for Delays beyond S.W.COLE/Driller Control		-	HOURL	\$ 300.00	
					<i>subtotal</i>	<i>\$ 6,362.50</i>
TOTAL \$						17,103.50

Attachment D

19-0994.3 M

August 6, 2019

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

Subject: Proposal
Construction Materials Testing Services
Claremont Municipal Airport, CNH
Runway 11-29 Rehabilitation
Claremont, New Hampshire

Dear Amie:

We are pleased to submit this Proposal to provide construction materials testing services for the proposed Runway 11-29 Rehabilitation for the Claremont Municipal Airport in Claremont, New Hampshire. We understand that the project may include the placement of new P-207 and P-401.

SCOPE OF SERVICES

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

Preconstruction and Submittal Review

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

Earthwork

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

HMA Paving

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

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

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

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

SCHEDULE

We understand the project is scheduled to begin in the spring of 2021 with and anticipated completion of summer 2021. Our contact for scheduling is Jaen Warren and can be reached at jane.warren@swcole.com or (802) 281-4559. We request 24 hours notice for scheduling of field services.



19-0994.3 M
August 6, 2019

BUDGET AND COMPENSATION

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

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

PROPOSAL ACCEPTANCE

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

Very truly yours,

S. W. COLE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'A. Michaud', is written over a faint, illegible printed name.

Andrew A. Michaud
Construction Services Manager

AAM:aib

S. W. COLE ENGINEERING, INC.
Charge Rate Schedule
Construction Materials Testing Services
Claremont Municipal Airport (CNH)
Runway 11-29 Rehabilitation
Claremont, New Hampshire

<u>ITEM</u>	<u>UNIT</u>	<u>RATE</u>
<u>Personnel</u>		
Technician (straight time)	Hour	\$72*
Asphalt Plant Technician	Hour	\$80*
Construction Service Manager/Project Manager	Hour	\$100*
<u>Laboratory Services</u>		
<u>Soil</u>		
Grain Size Analysis (ASTM C-136 & 117)	Each	\$110
Modified or Standard Proctor (ASTM D-1557 & D-698)	Each	\$135
<u>HMA</u>		
Core Bulk Specific Gravity, AASHTO T 209	Each	\$35
<u>Equipment</u>		
Nuclear Densometer, (ASTM D-6938)	Test	\$15
HMA Coring Equipment	Day	\$150
<u>Other Direct Charges</u>		
Travel	Mile	\$0.57**

Note:

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

**Or Current IRS mileage rate

Project No. 19-0994.3

ATTACHMENT A



COST ESTIMATE

PROJECT NAME:	Claremont CNH Runway 11-29 Rehabilitation
CLIENT:	Stantec
PROJECT NO.:	19-0994.3
DATE:	8/5/2019
PROJECT MANAGER:	A. Brown

Total	ESTIMATED SUBTOTAL	\$ 27,000
plus 10% contingency	ED TOTAL WITH 10% CONTINGENCY	\$ 29,700

Task	Miles (RND)	Travel Time (RND)	Time On site	Hourly Rate	Trips / visits *	Mileage	No. of Tests *	Unit Cost/test	Test Total	COST PER TRIP	TOTAL TRIPS COST	FIELD TOTAL	Subtotal (Including travel)
FIELD SERVICES													
P207-5.1, Reclaimed, Full Depth Gradation							10	\$ 110.00	\$ 1,100.00				\$ 1,100
Moisture/Density (Proctor)							10	\$ 135.00	\$ 1,350.00				\$ 1,350
Field Compaction Testing	100	1	4	\$ 72	15	\$ 0.57	100	\$ 15.00	\$ 1,500.00	\$ 129	\$ 1,935	\$ 4,320	\$ 7,755
P-29A-5.1, Supplemental Aggregate Gradation							2	\$ 110.00	\$ 220.00				\$ 220
Moisture/Density (Proctor)							2	\$ 135.00	\$ 270.00				\$ 270
Field Compaction Testing	100	1	4	\$ 72	5	\$ 0.57	25	\$ 15.00	\$ 375.00	\$ 129	\$ 645	\$ 1,440	\$ 2,480
P-401-8.1, Bituminous Base/surface course													
Field Testing	100	1	8	\$ 80	10	\$ 0.57				\$ 137	\$ 1,370	\$ 6,400	\$ 7,770
Cores, Bulk Specific Gravity, Test							60	\$ 35.00	\$ 2,100.00				\$ 2,100
HMA Coring Equipment, day							10	\$ 165	\$ 1,650	\$ -	\$ -	\$ -	\$ 1,650
Sample Pickups	100	1	0.5	\$ 72	5	\$ 0.57				\$ 129	\$ 645	\$ 180	\$ 825
Total site visits					35								
PROFESSIONAL SERVICES													
Construction Services Manager, Submittal/Report Review			15	\$ 100	1				\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500

* ASSUMED VALUES													
SUBTOTAL	\$ 27,000								TOTALS	\$ 4,125	\$ 2,660	\$ 9,520	\$ 27,000
	\$ 27,000												

SUPPLEMENTAL AGREEMENT I

CLAREMONT MUNICIPAL AIRPORT CLAREMONT, NEW HAMPSHIRE

PROPOSED PROJECT: REHABILITATE, SIGN, MARK, LIGHT AND DRAIN RUNWAY 11-29

DRAINAGE DESIGN

SCOPE OF SERVICES

This amendment is for the Rehabilitate, Sign, Mark, Light and Drain Runway 11-29 project. This scope includes efforts associated with completing drainage design for the Runway project. In the original scope, drainage design was excluded and was to be re-evaluated once drainage CCTV was completed as part of the contract. Based on the condition of the existing storm drainage pipes, storm drainage upgrades were required.

TASK 900 – DRAINAGE DESIGN

The ENGINEER shall provide the following services:

- 1. Drainage Design** – The ENGINEER will evaluate the design options to address the drainage deficiencies that exist within the runway project limits based on the results of the CCTV. Possible solutions include removal and replacement of select pipes, removal and replacement of the entire drainage system within the runway project limits, or other solutions such as fiberglass lining of drainage pipes. Existing pipe inverts will also be analyzed to ensure proper flow.
- 2. Drainage Plans** – The ENGINEER will prepare an overall drainage plan, add drainage design information to drainage and grading plans, and will include any applicable drainage details including structures, drainage pipes, and alterations to existing infrastructure on the project plans.
- 3. Drainage Specifications** - The ENGINEER will prepare specifications for drainage pipe, structures, and fiberglass lining of pipes to be included in the project drawings. Quantity takeoffs for all drainage items will also be included in the bid tab.
- 4. Alteration of Terrain (AoT) Forms** - The ENGINEER will prepare forms to be submitted to the New Hampshire Department of Environmental Services (NHDES) AoT Bureau as part of the drainage design. A drywell infiltration form will need to be submitted at minimum.

ATTACHMENT A

Fcc Proposal



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

Summary of Fees for Engineering Services

Claremont Municipal Airport
Claremont, New Hampshire
Rehabilitate Runway 11-29
NH SBG Project No. 02-20-2021

Article H (Task 900): Drainage Design	\$14,430
---------------------------------------	-----------------

Total Engineering Services Fee: \$14,430



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

Fee Schedule for
 Engineering Services

Claremont Municipal Airport
 Rehabilitation Runway 11-29
 NH SBG Project No. 02-20-2021
 195211208

Article H (Task 900): Drainage Design

TASK	DISCIPLINE	Project Manager	Civil Engineer	CADD / Computer Technician	Administrative / Clerical
1.0	Drainage Design	40	10		
2.0	Drainage Plans	10	10	40	
3.0	Drainage Specifications	6			2
4.0	AsT Forms (Drywell)	8			
TOTAL HOURS		64	20	40	2
Hourly Rate		\$42.00	\$35.00	\$35.00	\$32.45
Direct Labor Cost		\$2,688.00	\$700.00	\$1,400.00	\$64.90

Task 900: Expense Worksheet

<u>Miles</u>	<u>Miles</u>	<u>\$ per mile</u>	<u>Total</u>
0	325	\$0.57	\$0.00
<u>Nights</u>	<u>People</u>	<u>Lodging Per Night</u>	
0	0	\$100.00	\$0.00
<u>Days</u>	<u>People</u>	<u>Meals</u>	
0	0	\$34.50	\$0.00

Outside Services:	
None	
TOTAL OUTSIDE SERVICES	\$0.00

Labor Summary:	
TOTAL DIRECT LABOR COST	\$4,852.90
OVERHEAD @ 158.566%	\$7,695.05
FIXED FEE @ 15%	\$1,882.19
TOTAL LABOR COST	\$14,430.14

Expense Summary:	
TOTAL EXPENSES	\$0.00

USE:	\$14,430
------	----------

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport (CNH)

Project Number: SBG-02-20-2021

Description of Work: Rehabilitate, Drain, Sign, Mark and Light Runway 11-29 (Approx. 3,100' X 75')

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: Claremont Fire Department
 Address: 100 Broadway, Claremont, NH 03743

Location 3 (if applicable)

Name of Location: Stantec Consulting Services
 Address: 2211 Congress Street, Portland, ME 04102

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 30th day of April, 2021

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief and Airpori Manager

Signature of Sponsor's Authorized Official: Bryan Burr

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

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

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-20-2021

Description of Work: Rehabilitate, Drain, Sign, Mark and Light Runway 11-29 (Approx. 3,100' X 75')

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

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

Executed on this 30th day of April, 2021.

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief and Airport Manager

Signature of Sponsor's Authorized Official:

Bryan Burr

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

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.

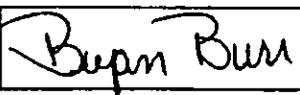
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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:	* First Name: Bryan Middle Name:
* Last Name: Burr	Suffix:
* Title: Fire Chief and Airport Manager	
* SIGNATURE: 	* DATE: 04/30/2021

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-20-21

Description of Work: Rehabilitate, Drain, Sign, Mark and Light Runway 11-29 (Approx. 3,100' X 75')

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 foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

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

Executed on this 30th day of April, 2021

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief and Airport Manager

Signature of Sponsor's Authorized Official: _____

Bryan Burr

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

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-2021

Description of Work: Rehabilitate, Drain, Sign, Mark and Light Runway 11-29 (Approx. 3,100' X 75')

Application

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

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

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

Executed on this 30th day of April, 2021.

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief and Airport Manager

Signature of Sponsor's Authorized Official: Bryan Burr

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

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport (CNH)

Project Number: SBG-02-20-2021

Description of Work: Rehabilitate, Drain, Sign, Mark and Light Runway 11-29 (Approx. 3,100' X 75')

Application

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

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

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - Publicly opened at a time and place prescribed in the invitation for bids; and
 - Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - Plan for publicizing and soliciting an adequate number of qualified sources; and
 - Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- Only one qualified person/firm submits a responsive bid;
 - Award is to be made to other than the lowest responsible bidder; and
 - Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes No N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- Access to Records (§ 200.336)
 - Buy American Preferences (Title 49 U.S.C. § 50101)
 - Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - Occupational Safety and Health Act requirements (20 CFR part 1920)
 - Seismic Safety – building construction (49 CFR part 41)
 - State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - U.S. Trade Restriction (49 CFR part 30)
 - Veterans Preference (49 USC § 47112(c))
- Yes No N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- Davis-Bacon and Related Acts (29 CFR part 5)
 - Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes No N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes No N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

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

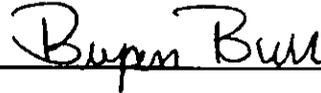
Executed on this 30th day of April, 2021

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief and Airport Manager

Signature of Sponsor's Authorized Official:



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

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-20-2021

Description of Work: Rehabilitate, Drain, Sign, Mark and Light Runway 11-29 (Approx. 3,100' X 75')

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
 Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
 Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
 Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
 Yes No N/A

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

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

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

Executed on this 30th day of April, 2021

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

Title of Sponsor's Authorized Official: Fire Chief and Airport Manager

Signature of Sponsor's Authorized Official: _____

Bryan Burr

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



**FAA
Airports**

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and 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:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., 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 in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., 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 any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of May 4, 2021.

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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.