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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

February 22, 2022
Bureau of Aeronautics

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

REQUESTED ACTION

Authorize the Department of Transportation to provide funding to the City of Claremont, NH (Vendor 177373), for SBG 02-18-2021, to acquire easements for the approaches to Runway 11-29 (Phase I) at the Claremont Municipal Airport in Claremont, NH. Federal participation in the amount of $334,800.00 is effective upon Governor and Council approval through July 28, 2025. 100% Federal Funds.

Funding is available as follows:

	FY 2022
04-96-96-960030-1335 FAA Projects 034-500161 New Construction	$301,320.00
04-96-96-964010-2021 FAA ARPA Funding 072-509073 Grants Federal	$33,480.00
Total	$ 334,800.00

EXPLANATION

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

FAA Grant Number	FAA Grant Amount
3-33-SBGP-31-2020	$2,333,292.00
3-33-SBGP-38-2021	$2,362,166.00

A total of $334,800.00 (100% of the project cost) is proposed from the grants listed above for this airport development project (SBG 02-18-2021 copy attached), to acquire easements for the approaches to Runway 11-29 (7 Parcels), Phase 1, at the Claremont Municipal Airport in Claremont, NH.

An aerial survey was performed at the airport in the summer of 2019 to identify obstructions to several protected airspace surfaces on both ends of the runway. This FAA grant will provide funding to acquire easements to the Threshold Siting Obstacle Clearance Surface (OCS) at the Runway 11 approach end and the OCS and Terminal Instrument Procedures (TERPS) 20:1 Visual Area Obstacle Identification

Surface (VA-OIS) to the approach end of Runway 29. Obstructions will be removed under a separate FAA grant. Additional easements will be obtained and funded under a separate FAA grant.

The breakdown of the project is as follows:

Sponsor Administration	$ 3,009.00
Acquire Avigation Easements	$ 157,450.00
Design (Stantec Consulting Services, Inc.)	$ 149,941.00
Legal Costs	$ 24,400.00
Total	$ 334,800.00

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. There will be no NHDOT or Local shares on this project. The total cost of the airport development project is $334,800.00.

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.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments
VS/tlsl

U.S. Department
of Transportation
Federal Aviation
Administration

AVIATION BLOCK GRANT PROGRAM
GRANT AGREEMENT
PART I – OFFER

Federal Award Offer Date	July 17, 2020
Block Grant Number	N/A
AIP Grant Number	3-33-SBGP-031-2020
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 State has submitted a Block Grant Application dated May 22, 2020 according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., including 47128, (herein the AAIA grant statute is referred to as "the Act".) The Block Grant Application is included as part of this Grant Agreement;

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

NOW THEREFORE, in consideration of the State's ratification of the Block Grant Application, the Assurances: Aviation Block Grant Program, dated September 2006, and Assurances: Airport Sponsors, dated February 2020, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (See 2018 FAA Reauthorization grant condition), and acceptance of this Offer as hereinafter provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, OFFERS AND AGREES to pay the United States share of allowable costs in accomplishing projects. The maximum obligation of the United States payable under this Offer is $2,333,292.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

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

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

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

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

2. **Assurance for Subgrantees**. The State must insert the applicable following documents as attachments to all subgrants issued under the grant.
   A. Assurances: Airport Sponsors (March 2014), or
   B. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (March 2014), and
   C. (all subgrants) Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects (4/19/2018).

3. **Ineligible or Unallowable Costs**. The State must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Subgrantee**. State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant to allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the project. State may charge indirect project costs under this award by applying the indirect costs rate identified in the project application and as accepted by the FAA to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

5. **Determining the Final Federal Share of Costs**. The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. The FAA's final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project without Delay and in Conformance with Requirements**. The State must assure that projects are carried out and completed without undue delays and in accordance with this document, the regulations, policies and procedures of the Secretary. The State also agrees to comply with the Grant Assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance**. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.

8. **Offer Expiration Date**. This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State **on or before August 17, 2020** or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds**. The State must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any projects upon which Federal funds have been expended. The State must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State, in court or otherwise, involving the recovery of such Federal share must be approved in advance by the Secretary. For the purposes of this grant agreement, the term "Federal funds" means funds used or disbursed by the State that were originally paid pursuant to this or any other Federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds.

10. **United States Not Liable for Damage or Injury**. The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.

11. **Required Federal Provisions**. The State agrees to include a condition in all subgrants that requires the subgrantee to incorporate all required federal contract provisions that apply to a project funded under the Airport Improvement Program.

12. **Nonprimary Entitlement Funds**. $1,350,000 of the total maximum obligation identified on Page Two of this Grant Offer are nonprimary entitlement funds.
The State understands and agrees that these funds will be used at the locations and in the amounts listed below:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH $150,000
ASH, Boire Field, Nashua, NH, $150,000
LCI, Laconia Municipal Airport, Gilford, NH, $150,000

DAW, Skyhaven Airport, Rochester, NH, $150,000
HIE, Mt. Washington Regional Airport, Whitefield, NH, $150,000
CNH, Claremont Municipal Airport, Claremont, NH, $150,000
CON, Concord Municipal Airport, Concord, NH, $150,000
BML, Berlin Regional Airport, Milan, NH, $150,000
5B9, Dean Memorial Airport, North Haverhill, NH, $150,000

13. State Apportionment.

$749,963 of the total maximum obligation identified on Page Two of this Grant Offer are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible projects as determined by the State.

14. Trafficking In Persons.

A. Subrecipients under this agreement that are private entities and the subrecipients' employees may not—

1. Engage in severe forms of trafficking in persons during the period of time that this award is in effect;
2. Procure a commercial sex act during the period of time that this award is in effect; or
3. Use forced labor in the performance of this award or subawards under this award.

B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

1. Is determined to have violated a prohibition in paragraph A of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
   a. Associated with performance under this award; or
   b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),"as implemented by our agency at 2 CFR part 1200.

C. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A of this award term.

D. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
2. Is in addition to all other remedies for noncompliance that are available to us under this award.

E. You must include the requirements of paragraph A of the award tem in any subaward you make to a private entity.

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

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

17. **Audits for Public Sponsors**.
    A. Provide for an audit in accordance with 2 CFR § 200.501.
    B. Submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/.
    C. Provide the FAA one copy of the completed Single Audit or program specific audit if requested.
    D. Insert a requirement in all subawards that requires a subgrantee expending $750,000 or more of Federal awards in a fiscal year to conduct a single or program specific audit in accordance with 2 CFR part 200.

18. **Suspension or Debarment**. The State must:
    A. Immediately disclose to the FAA whenever the State:
        1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
        2. Suspends or debars a contractor, person or entity.
    B. Include a provision in all sub-awards that requires subrecipients entering into "covered transactions", as defined by 2 CFR § 180.200, to:
        1. Verify the non-federal entity is eligible to participate in this Federal program by:
            a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
            b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. The State must also insert this clause on suspension or debarment in all subgrants, contracts and subcontracts that result from this grant.

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

A. Requirement for System for Award Management (SAM): Unless the State or subgrantee is exempted from this requirement under 2 CFR 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. 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).

C. The State must also insert this clause on system for award management (SAM) registration and universal identifier in all subgrants that result from this grant.

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

21. **Reporting Subgrants and Executive Compensation**.

A. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates $25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).

2. The State must report each subgrant to http://www.fsrs.gov.

3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)

4. The State must report the information about each obligating action specified in the submission instructions posted at http://www.fsrs.gov.

B. State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—

a. the total Federal funding authorized to date under this grant is $25,000 or more;

b. in the preceding fiscal year, the State received—
   (i) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
   (ii) $25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
   (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. The State must report its executive total compensation:
   a. As part of the State's registration profile at http://www.sam.gov.
   b. By the end of the month following the month in which this award is made, and annually thereafter.

C. State Reporting of Subrecipient Executive Total Compensation.

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

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

D. Exemptions

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

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

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

23. **Buy American Requirement**.

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

B. The State must also insert this clause on buy American requirement in all subgrants, contracts and subcontracts that result from this grant.

24. **Small Airport Fund.** This grant includes funding from the Small Airport Fund.

25. **Employee Protection from Reprisal**.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal office or employee responsible for oversight of a grant program;
   v. A court or grand jury;
   vi. A management office of the grantee or subgrantee; or
   vii. A Federal or State regulatory enforcement agency.

B. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

C. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

D. Required Actions of the Inspection General - Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

E. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

F. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.

26. **Land Acquisition**. The State agrees to include the following condition in all sub-awards that include acquisition of airport property and airport property rights.

A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

27. **2018 FAA Reauthorization**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Gail Lattrell
Gail Lattrell (Jul 17, 2020 11:18 EDT)

(Signature)

Gail Lattrell

(Typed Name)

Director, Airports Division

(Title)

PART II – ACCEPTANCE

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

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

Dated July 17, 2020

State of New Hampshire

(Name of Sponsor)

Patrick C. Herlihy

Patrick C. Herlihy (Jul 17, 2020 13:24 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.

CERTIFICATE OF STATE'S ATTORNEY

I, Allison B Greenstein , acting as Attorney for the Sponsor do hereby certify:

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

Dated at July 17, 2020

By: Allison B Greenstein
Allison B Greenstein (Jul 17, 2020 14:07 EDT)

(Signature of Sponsor's Attorney)

U.S. Department
of Transportation
Federal Aviation
Administration

FAA AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2021 AVIATION STATE BLOCK GRANT PROGRAM

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 26, 2021
Block Grant Number	N/A
FY 2021 AIP Grant Number	3-33-SBGP-038-2021
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 3, 2021, for a Grant of Federal funds at or associated with New Hampshire State Block Grant Program Airports, which is a covered airport in New Hampshire and is included as part of this FY 2021 State Block 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 2021 AIP Grant funds

(herein called the "Grant") to the State for eligible and justified projects (herein called the "Projects") for the following covered airports:

EEN, Dillant Hopkins Airport, Keene/Swanzey, NH

ASH, Boire Field, Nashua, NH

LCI, Laconia Municipal Airport, Gilford, NH

DAW, Skyhaven Airport, Rochester, NH

HIE, Mt. Washington Regional Airport, Whitefield, NH

CNH, Claremont Municipal Airport, Claremont, NH

CON, Concord Municipal Airport, Concord, NH

BML, Berlin Regional Airport, Milan, NH

5B9, Dean Memorial Airport, North Haverhill, NH

NOW THEREFORE, pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Transportation, Housing, and Urban Development and Related Agencies Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); the representations contained in the State Block Grant Project Application for FY 2021 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 Assurance attached hereto; and

(d) the benefits to accrue to the United States and the public from the accomplishment of the Projects at the covered airports 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 a Federal share of 100 percent for costs incurred in accomplishing the Projects.

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 $ 2,362,166.

   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;
   $ 2,362,166 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 subgrants 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 subgrants 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 Sponsor 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 Sponsor 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 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 incorporate all Federal contract provisions that apply to a Project funded with AIP funds, including but not limited to 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 (March 2014), or
3. Assurances: Planning Agency (March 2014); and

c. All information required by 2 CFR 200.332.

4. **Nonprimary Entitlement Funds.** $1,350,000.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are apportioned under 49 U.S.C. § 47114(d), also known as nonprimary entitlement funds.

The State understands and agrees that these funds will be used at the locations and in the amounts listed below for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by 49 U.S.C. Chapters 471 and 475:

*NHB, New Hampshire State Block Grant Program, Concord, NH, Nonprimary Entitlement Funds, $1,350,000.00;

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

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

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

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

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

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

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

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

5B9, Dean Memorial Airport, North Haverhill, NH, $150,000

*NHB, New Hampshire State Block Grant Program, Concord, NH, COVID Relief KA Funds, $236,216.00;
*NHB, New Hampshire State Block Grant Program, Concord, NH, State Apportionment Funds, $775,950.00

5. **Discretionary Funds.** $0.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are discretionary funds.

6. **State Apportionment.**

   $775,950.00 of the total maximum obligation identified in Condition 1 of this Grant Agreement are state apportionment funds, which may be used at locations included in the State Block Grant Program for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by 49 U.S.C. Chapters 471 and 475.

7. **Ineligible or Unallowable Costs.** The State and Sponsor must not include any costs in the projects funded with this Grant that are ineligible or unallowable in accordance with 49 U.S.C. Chapters 471 and 475.

8. **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 Projects. The State may charge indirect project costs under this Grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

9. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies and procedures of the Secretary, and the Act(s) referenced above, as may be applicable. 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.

10. **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).

11. **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.

12. **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.

13. **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 for 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.

14. **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.

15. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
    a. Requirement for System for Award Management (SAM): 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 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.

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

17. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA or the State 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 unilaterally reducing the maximum obligation.

    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.

18. **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 or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.

19. **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.

20. **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.

21. **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 or 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 is not responsible for the same Federal share provided under the original terms of this Grant for any amount increased over the initial grant amount.

22. **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.

23. **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 debars 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 the individual or firm are not excluded or disqualified from participating.
        2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).
    c. The State must also insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Grant.

24. **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.

25. **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 Sponsor, or subcontractor that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this 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.

e. You must include the requirements of paragraph a. of this Condition in any subgrant you make to a Sponsor or private entity.

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

27. **Employee Protection from Reprisals.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a State, Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2), information that the employee reasonably believes is evidence of:
   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered - The persons and bodies to which a disclosure by an employee is covered are as follows:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;

iv. A Federal office or employee responsible for oversight of a grant program;

v. A court or grand jury;

vi. A management office of the grantee or subgrantee; or

vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

b. The State must insert this clause on employee protection from reprisal in all subgrants that result from this grant agreement.

28. **Reporting Subgrants and Executive Compensation.**

a. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates $25,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).

2. The State must report each subgrant to http://www.fsrs.gov.

3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)

4. The State must report the information about each obligating action specified in the submission instructions posted at http://www.fsrs.gov.

b. State Reporting Total Compensation of State Executives.

1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this grant is $25,000 or more;

ii. in the preceding fiscal year, the State received—

a) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and

b) $25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial

assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and

c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. The State must report its executive total compensation:

   i. As part of the State's registration profile at http://www.sam.gov.

   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. State Reporting of Subrecipient Executive Total Compensation.

1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if—

   i. In the subrecipient's preceding fiscal year, the subrecipient received—

      a) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320; and

      b) $25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act ; and

      c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. The subrecipient must report subrecipient executive total compensation:

   a. to the State.

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

d. Exemptions

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

Subgrants, and

The total compensation of the five most highly compensated executives of any subrecipient.

SPECIAL CONDITIONS

29. **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 grant assurances, terms, and conditions as provided herein. Such Grant Agreement will 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 26, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Gail Lattrell
Gail Lattrell (Jul 26, 2021 15:51 EDT)

(Signature)

Gail Lattrell

(Typed Name)

Director

(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 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 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 27, 2021

State of New Hampshire

(Name of Sponsor)

Patrick C. Herlihy

Patrick C. Herlihy (Jul 27, 2021 14:21 EDT)

(Signature of State's Designated Official Representative)

By: Patrick C. Herlihy

(Typed Name of State's Designated Official Representative)

Title: Director of Aeronautics, Rail and Transit

(Title of State's Designated Official Representative)

[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 STATE'S ATTORNEY

I, Allison Greenstein, acting as Attorney for the State do hereby certify:

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

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.[2]

Dated this day of July 29, 2021

Allison B. Greenstein

By: _____

(Signature of State's Attorney)

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

U.S. Department
of Transportation
Federal Aviation
Administration

FAA AIRPORT IMPROVEMENT PROGRAM (AIP)

GRANT AGREEMENT

Part I – Offer

NEW HAMPSHIRE AIRPORT BLOCK GRANT PROGRAM

Award Offer Date	January 24, 2022
Airport/Planning Area	Claremont Municipal Airport
State Block Grant Number	SBG 02-18-2021
Unique Entity Identifier	07-397-4776

TO: City of Claremont, New Hampshire

(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the State a Project Application dated 10/14/2021, 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, the State has approved a project for the Claremont Municipal Airport (herein called the "Project") consisting of the following:

Acquire Easements For Approaches To Runway 11-29 – Phase 1 (7 parcels)

which is more fully described in the Project Application; and

WHEREAS, the State has made a Grant Offer and the Sponsor has accepted the terms of the State's Grant Offer.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Transportation, Housing, and Urban Development and Related Agencies Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurance attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States, State, and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided;

HE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, FOR AND ON BEHALF OF THE UNITED STATES AND THE STATE, HEREBY OFFERS AND AGREES to pay one hundred (100) 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 AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States and State payable under this Offer is $334,800.00.

   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;
   $0.00 for airport development or noise program implementation; and
   $334,800.00 for land acquisition.

   The source of this Grant may include funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

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 Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. Unless explicitly stated otherwise in an amendment from the State, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is July 28, 2025.

      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)

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding 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), 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 2 CFR § 200.308.

3. This Grant shall be subject to the Budget Period defined in this Agreement.

c. Close Out 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 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the State will proceed to close out the grant within 120 days 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 or State regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project funded with this Grant that the FAA or State has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate, as accepted by the State and as identified in the project application, to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the project.
5. **Determining the Final Federal Share of Costs**. The United States' and State's shares of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies and procedures of the United States Secretary of Transportation (herein called the "Secretary"), and the Act(s) referenced above, as may be applicable. 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 carry out and complete the project without undue delays and in accordance with this Grant Agreement, applicable laws, statutes, regulations, policies and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the State any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from State. The report must include a reason for the stoppage. The Sponsor also agrees to comply with the attached assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The State reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States and State will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the Sponsor on or before February 21, 2022, or such subsequent date as may be prescribed in writing by the State.
9. **Improper Use of Federal 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 for any projects upon which Federal and State funds have been expended. For the purposes of this Grant Agreement, the terms "Federal funds" and "State funds" mean funds however used or dispersed by the Sponsor, that were originally paid

pursuant to this or any other Federal or State grant agreement(s). The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State shares of such funds. The Sponsor must return the recovered Federal and State shares, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal and State shares require advance approval by the State.

10. **United States and State Not Liable for Damage or Injury.** The United States and State are 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 Sponsor related to or arising from, directly or indirectly, 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. **System for Award Management (SAM) Registration and Unique 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 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, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **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.

13. **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, as applicable, 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.

14. **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, as applicable, may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal and State financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA and 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 goods 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 and subcontract awarded under this Grant.
17. **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 for a 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 Sponsor requests an increase, the additional funding will be subject to the United States' and State's 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 United States and State are not responsible for the same Federal and State shares provided under the original terms of this Grant for any amount increased over the initial grant amount.

18. **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 State, the Sponsor shall provide one copy of the completed audit to the State.

19. **Suspension or Debarment.** When entering into "covered transactions," as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

c. Immediately disclose to the State whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **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 government and/or State 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 Sponsor must insert this clause on banning texting while driving in all subgrants, contracts, and subcontracts that result from this Grant.

21. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not–

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant, including subgrants under this Grant.

b. The State may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this Condition through conduct that is either –

   i. Associated with performance under this Grant; or

   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by State per 2 CFR Part 1200.

c. You must inform the State immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Condition.

d. The State's 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 the State under this Grant Agreement.

22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 6, 2021 is submitted with the project application and made part of this Grant Agreement.

23. **Employee Protection from Reprisals.**

a. Prohibition of Reprisals —

   1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph a.2. below, 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 or a grant program;

v. A court or grand jury;

vi. A management office of the Sponsor; or

vii. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

SPECIAL CONDITIONS

1. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the changes to the airport property boundary to standards satisfactory to the FAA and State and submit it in final form to the State or the FAA, as applicable. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of a project funded under this Grant Agreement. Airport Sponsor Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
2. **Title Evidence.** The Sponsor understands and agrees that the FAA and State will not make nor be obligated to make any payments involving the following parcels 130-85, 118-82, 118-84, 116-3, 116-4, 115-1, and 116-1 until title evidence has been submitted to, and found satisfactory by the FAA or the State, subject to no liens, encumbrances, reservations, or exceptions which in the opinion of the FAA or the State might create an undue risk or interference with the use and operation of the airport.
3. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA or State. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of a project funded under this Grant Agreement.
4. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA or State has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
5. **Uniform Relocation Act.** The State and Sponsor understand and agree that all acquisition of real property under a project funded with this Grant will be in accordance with the 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted

Programs, as further required in accordance with Airport Sponsor Grant Assurance 35 and Non-Airport Sponsor Noise Compatibility Grant Assurance 21, as applicable.

6. **Land Acquisition.** The State and Sponsor agree that no payments will be made on the Grant until the Sponsor has presented evidence to the FAA that it has recorded the Grant Agreement, including the Grant Assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the Grant Agreement legally enforces these requirements, encumbrances, and restrictions on the obligated land.
7. **Description of Property Acquisition**. Easements to be acquired under this project consists of the following parcels as shown on the referenced Exhibit A Airport Property Map, revised date 5/6/2021:

Parcel	Address
130-85	4 Wildwood Avenue
118-82	15 Wildwood Avenue
118-84	4 Wildwood Avenue
116-3	Jarvis Hill Road
116-4	Jarvis Hill Road
115-1	Jarvis Hill Road
116-1	Jarvis Hill Road

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 constituting the contractual obligations and rights of the State and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement will become effective upon the Sponsor's and New Hampshire Governor and Council's acceptance of this Offer.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

(Signature)

Patrick C. Herlihy
Director
(Typed 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: 3/9/2022 **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)*

---

[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.

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.[2]
Executed this Second day of February, 2022.

ACKNOWLEDGEMENT
STATE OF New Hampshire
COUNTY OF Sullivan
On February 2, 2022, before me, a Notary Public, personally appeared John MacLean, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Doree M. Russell
Signature of Notary

DOREE M. RUSSELL
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 21, 2025

City of Claremont
(Name of Sponsor)

By: [signature]
(Signature of Sponsor's Authorized Official)

John MacLean
(Typed Name of Sponsor's Authorized Official)

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:

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 3rd day of February, 2022.

ACKNOWLEDGEMENT
STATE OF New Hampshire
COUNTY OF Sullivan
On February 3, 2022, before me, a Notary Public, personally appeared Shawn Tanguay, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing instrument in their authorized capacity by their signature on the instrument.

Doree M. Russell

DOREE M. RUSSELL
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 21, 2025

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

---

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

CERTIFICATE OF VOTE

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

I do further certify that John MacLean is the City Manager of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the City of Claremont on the following date: August 26, 2020.

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

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

Claremont on this 3rd day of February, 2022.

Dorée M. Russell
Signature

Assistant City Clerk
Title of Signatory

SEAL

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Sullivan upon this date February 3, 2022, appeared before me Gwendolyn R. Melcher the above signed officer personally appeared, Dorée M. Russell, who acknowledged herself to be the Assistant City Clerk of the City of Claremont, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the City of Claremont, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Gwendolyn R Melcher
Signature of Notary or Justice of the Peace

Gwendolyn R Melcher
Name of Notary or Justice of the Peace

11/6/2024
Date of Expiration of Commission

GWENDOLYN R. MELCHER
STATE OF NEW HAMPSHIRE
-MY-
COMMISSION EXPIRES
NOVEMBER 6, 2024
NOTARY PUBLIC

Client#: 494603 CITYOFCL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/04/2022

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 (A/C, No, Ext): 925-418-6873 FAX (A/C, No): 610-537-2231
E-MAIL ADDRESS: Jennifer.martin@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Insurance Corporation	39217
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			100001952	06/15/2021	06/15/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$0
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of Claremont
58 Opera House Square
Claremont, NH 03743

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 494603 CITYOFCL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/04/2022

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: Peggy Foote
PHONE (A/C, No, Ext): 845-285-3619 FAX (A/C, No): 610-537-2231
E-MAIL ADDRESS: peggy.foote@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Insurance Corporation	39217
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Claremont and CNH, Inc.
c/o Chief Bryan Burr
100 Broad Street
Claremont, NH 03743

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		100001952	06/15/2021	06/15/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$0
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

NHDOT/Bureau of Aeronautics is included as additional insured on General Liability policy per form #QBAV 2004 (05-11)

CERTIFICATE HOLDER

NHDOT/Bureau of Aeronautics
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY) 2/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER:** 18240574 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	N	47-GLO-307584	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	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	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT NAME: CLAREMONT MUNICIPAL AIRPORT AVIGATION EASEMENT ACQUISITION. CITY OF CLAREMONT & NHDOT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

18240574
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
Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY) 2/4/2022

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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	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : AIG Specialty Insurance Company	26883
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1414100 STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES **CERTIFICATE NUMBER:** 18240580 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT / X LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810	10/1/2021	10/1/2022	$3,000,000 PER CLAIM/AGG	
A				NO RETROACTIVE DATE			INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2021	10/1/2023	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT NAME: CLAREMONT MUNICIPAL AIRPORT AVIGATION EASEMENT ACQUISITION.

CERTIFICATE HOLDER

18240580
NHDOT BUREAU OF AERONAUTICS
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY) 2/3/2022

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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:

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INSURER B : AIG Specialty Insurance Company	26883
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1414100
STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES **CERTIFICATE NUMBER:** 18239400 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810	10/1/2021	10/1/2022	$3,000,000 PER CLAIM/AGG	
A				NO RETROACTIVE DATE			INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2021	10/1/2023	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
STANTEC PROJECT #: 179410927. PROJECT NAME: CLAREMONT MUNICIPAL AIRPORT AVIATION EASEMENT ACQUISITION.

CERTIFICATE HOLDER

18239400
CITY OF CLAREMONT
100 BROAD STREET
CLAREMONT NH 03743-2677

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY) 2/3/2022

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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):
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E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER:** 18239409 **REVISION NUMBER:** XXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X 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 - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	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	X PER STATUTE 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)
STANTEC PROJECT #: 179410927. PROJECT NAME: CLAREMONT MUNICIPAL AIRPORT AVIATION EASEMENT ACQUISITION. CITY OF CLAREMONT & NHDOT ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

18239409
CITY OF CLAREMONT
100 BROAD STREET
CLAREMONT NH 03743-2677

CANCELLATION See Attachment

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AUTHORIZED REPRESENTATIVE
Joyce M Agnello

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RECEIVED
OCT 15 2021
NH AERONAUTICS

OMB Number: 4040-0004
Expiration Date: 12/31/2022

* Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
SBG-02-18-2021	SBG-02-18-2021

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Claremont

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
02-6000154	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:	Division Name:
Claremont Municipal Airport (CNH)	

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:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

n/a

* Title:

n/a

13. Competition Identification Number:

n/a

Title:

n/a

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

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Avigation Easement Acquisition Runways 11 and 29 Approaches - Phase 1

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

plication for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 2nd
* b. Program/Project: 2nd

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

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 06/01/2020
* b. End Date: 05/31/2022

18. Estimated Funding ($):

* a. Federal	301,320.00
* b. Applicant	16,740.00
* c. State	16,740.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	334,800.00

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

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

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

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: Chief
* First Name: Bryan
Middle Name:
* Last Name: Burr
Suffix:

* Title: Fire Chief/Airport Manager

* Telephone Number: 603-542-7012
Fax Number:

mail: firechief@claremontnh.com

* Signature of Authorized Representative: Bryan Burr
* Date Signed: 10/14/2021

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:

Most of the land use around the airport is compatible: light industrial (south and west), commercial (north), undeveloped (west). There is a residential area (east), which is not ideal. An Airport Master Plan Update is in progress. The new ALP will identify residential land in the RPZ on the east side of the airport to be acquired if the opportunity arises.

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:

No exceptions taken.

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

This project is consistent with local plans.

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

Fair consideration was given.

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)).

User consultation was completed.

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.

Not applicable to this project.

PART II – SECTION C (Continued)

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

No 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 will have adequate property interests in the avigation easement being acquired under this project to clear tree obstructions located off-airport property. On-airport obstruction removal will occur on land held in fee simple by the airport sponsor.

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]

The sponsor has purchase and sales agreements to acquire easements on the following parcels: 118-84 (Parker), 116-3 and 116-4 (Vlasaty), and 115-1 and 116-1 (Upham). The sponsor has acquired and recorded easements on the following parcels:118-82 (Mulloy) and 130-85 (Smolnik).

(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]

Parcel 118-80 (Duchesne) is anticipated to be acquired in Phase 2. An administrative settlement has been reached and the closing for the easement will occur as soon as the subordination agreement has been approved. Parcel 130-1 (Wilson) will require additional time due to the owners selling their property.

These parcels have near-obstructions but no actual obstructions.

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:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

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			$ 3,009
2. Preliminary expense			
3. Land, structures, right-of-way			157,450
4. Architectural engineering basic fees			149,941
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			24,400
14. **Subtotal** (Lines 1 through 13)			$ 334,800
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			334,800
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 334,800
19. Federal Share requested of Line 18			301,320
20. Grantee share			16,740
21. Other shares			16,740
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 334,800

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)	16,740
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 16,740
25. Other Shares	**Amount**
a. State	16,740
b. Other	
c. **TOTAL** - Other Shares	$ 16,740
26. TOTAL NON-FEDERAL FINANCING	$ 33,480

SECTION E – REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Avigation Easement Acquisition Runway Approaches 11 and 29 Phase 1

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

AVIGATION EASEMENT ACQUISITION
RUNWAY 11 AND 29 APPROACHES PHASE 1

PART IV - PROGRAM NARRATIVE

October 2021

PROJECT OBJECTIVES AND BENEFITS

It is the objective of the airport sponsor to acquire avigation easements on four lots west of the airport at the Runway 11 end and five lots east of the airport at the Runway 29 end for a total of nine easements. Easements are required in order to clear vegetative obstructions to the obstacle clearance surface, TERPS visual area surface, and Federal Aviation Regulations (FAR) Part 77 surfaces. The benefits of the project include safer aviation operations, elimination (or reduction) of the Runway 11 displaced threshold, and compliance with grant assurances.

Phase 1 of the Easement Acquisition will be for seven of the nine properties, including all four parcels in the Runway 11 approach and three of the five properties in the Runway 29 approach. Easements on the remaining two properties will be acquired in Phase 2.

PROJECT APPROACH

A before and after value appraisal was completed for all parcels based on a highest and best use of the property in its existing state and after the easement acquisition and tree removal. The appraisal reports were reviewed by a separate appraiser if the fair market value of the easement exceeded the $10,000 federal threshold. The fair market value from the appraisals was offered to the owner for the purchase of the easement. Costs associated with title search efforts and the real estate closing are included in this application as legal costs in addition to legal efforts required during negotiations with the property owners. Exhibit 'A' has been updated to reflect the proposed easement acquisition.

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

GEOGRAPHIC LOCATION

The Claremont Municipal Airport is located within the City of Claremont, Sullivan County, New Hampshire. All easement acquisitions are within the City of Claremont. The parcels for which avigation easements will be acquired in Phase 1 include the following:

RUNWAY 29 END		RUNWAY 11 END	
130-85	4 Wildwood Avenue	116-3	Jarvis Hill Road
118-82	20 Wildwood Avenue	116-4	Jarvis Hill Road
118-84	15 Wildwood Avenue	115-1	Jarvis Hill Road
		116-1	Jarvis Hill Road

SPONSOR REPRESENTATIVE

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

NEPA STATEMENT

An Environmental Assessment for Obstruction Removal and Easement Acquisition was prepared as part of AIP project (SBG-02-15-2020). A Finding Of No Significant Impact (FONSI) was issued by New Hampshire Department of Transportation on June 25, 2021.

DISADVANTAGED BUSINESS PROGRAM

The City of Claremont has an approved DBE program for Federal Fiscal Years 2021 - 2023 (submitted in October 2020) 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

Exhibit A has been updated to show the parcels listed above as "Easements to be Acquired." It is included as part of this application. The two parcels to be included in Phase 2 are also shown. The Exhibit A will be revised to identify the easements as acquired with applicable recorded information and submitted with the reimbursement requests.

PROJECT COST

The following summarizes the proposed project costs:

Consulting Costs (including Supplemental Agreement)	$149,941
Avigation Easements	$157,450
Legal Costs	$24,400
Sponsor Administration	$3,009
TOTAL	**$334,800**
FAA Share (90%)	$301,320
NHDOT Share (5%)	$16,740
Sponsor Share (5%)	$16,740

This project was originally scoped for seven parcels. Two additional parcels (Upham) were added to the project, and a supplemental agreement was executed. As two parcels from the original scope are now being acquired in Phase 2, those project costs have been carved out of this application for Phase 1. Survey, appraisal, and legal costs directly attributable to Phase 2 parcels also have been deducted.

PROJECT SCHEDULE

The following is the anticipated project schedule:

Study Design	June 2020
Data Collection	December 2020
Property Appraisals	February 2021
Negotiations and Offers	September 2021
Preliminary Legal Services	November 2021
Federal and State Grant Applications	October 2021
Anticipated Grant Award	November 2021
Final Legal Services	December 2021
Grant Reimbursement Requests	January 2022
Final Engineering Services	February 2022
Project Closeout	May 2022

USER COORDINATION

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

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION (NHDOT) COORDINATION:

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

SULLIVAN COUNTY REGISTRY OF DEEDS:

The grant will need to be notarized in order to be recorded at the Sullivan County Registry of Deeds.

APRIL 2021

NOTICE TO AIRPORT USERS

THE CITY OF CLAREMONT HAS APPLIED FOR A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) TO FUND A PROJECT AT THE CLAREMONT MUNICIPAL AIRPORT

THIS PROJECT IS CONSIDERED IMPORTANT FOR IMPROVED SAFETY AND ENHANCED OPERATIONS AT THE AIRPORT.

The project under consideration is:

AVIGATION EASEMENT ACQUISITION
RUNWAYS 11 AND 29 APPROACHES
SBG Project Number: SBG-02-18-2021

Federal Aviation Administration
Bringing Safety to America's Skies

Questions or concerns should be addressed to:

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

APPENDIX B. EXHIBIT 'A' REVIEW CHECKLIST

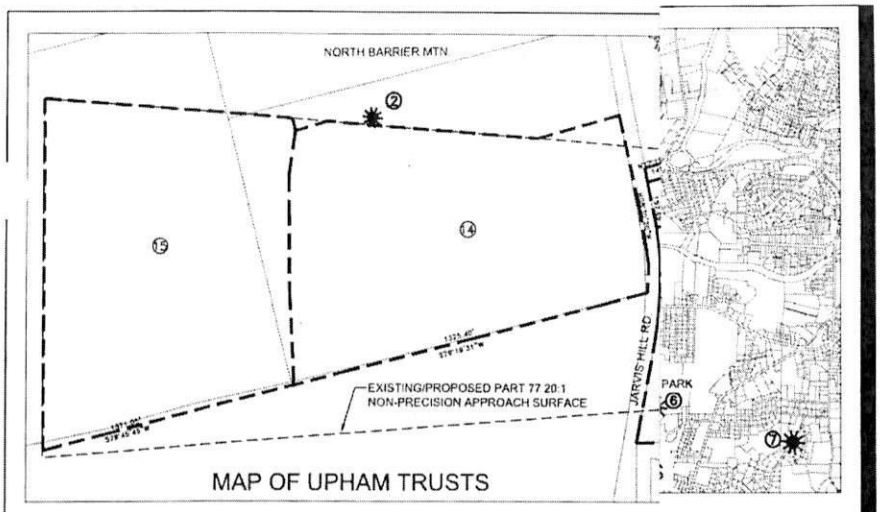
Checklist	Sponsor/Consultant			FAA
Review Item	Yes	No	N/A	Agree
1. Existing Dedicated Airport Property Boundary Line identified. This can consist of a combination of fee interest, easements and/or leases. It may include lands that are not contiguous with the airport boundary. Identify source of base map data.	X			
Airports Specialist Comments:				
2. All the airport property parcels are shown and have a unique designation. Parcels with designations from previous Exhibit 'A's should not be changed. However, a new system of designations may be used for new and future property acquisitions. Parcel designations must be consistent with grant descriptions.	X			
Airports Specialist Comments:				
3. Each segment of a parcel's boundary is described in some manner. Metes and bounds, township/range/section, lot and block, plat or other appropriate property description (may be an attachment to the Exhibit 'A' plan sheet or checklist). Points of reference may also be included to further describe the parcel.	X			
Airports Specialist Comments:				
4. Parcels that were once airport property are shown. The date they were released from federal obligations by the FAA and the date of disposal must be included.	X			
Airports Specialist Comments:				
5. Parcel information includes: (often in table format)				
a. Grantor (selling owner)	X			
b. Type of interest acquired (fee simple, easement, etc.)	X			
c. Acreage	X			
d. Type of conveyance instrument	X			
e. Liber/book and page of recording	X			
Airports Specialist Comments:				
6. Each airport property parcel shows: (often in table format)				
a. FAA grant number, including year if acquired under a grant	X			
b. PFC Project Number if acquired with Passenger Facility Charge funds (recommended)			X	
c. Surplus Property Transfer, Government Land Transfer or other statutory federal agreements/conditions. See FAA Order 5010.4 and form 5010-1 Data Element #25 for additional information.	X			
d. Type of easement (clearing, avigation, utility, right of way, expiration date, easement held by others, subordination agreement, etc.)	X			

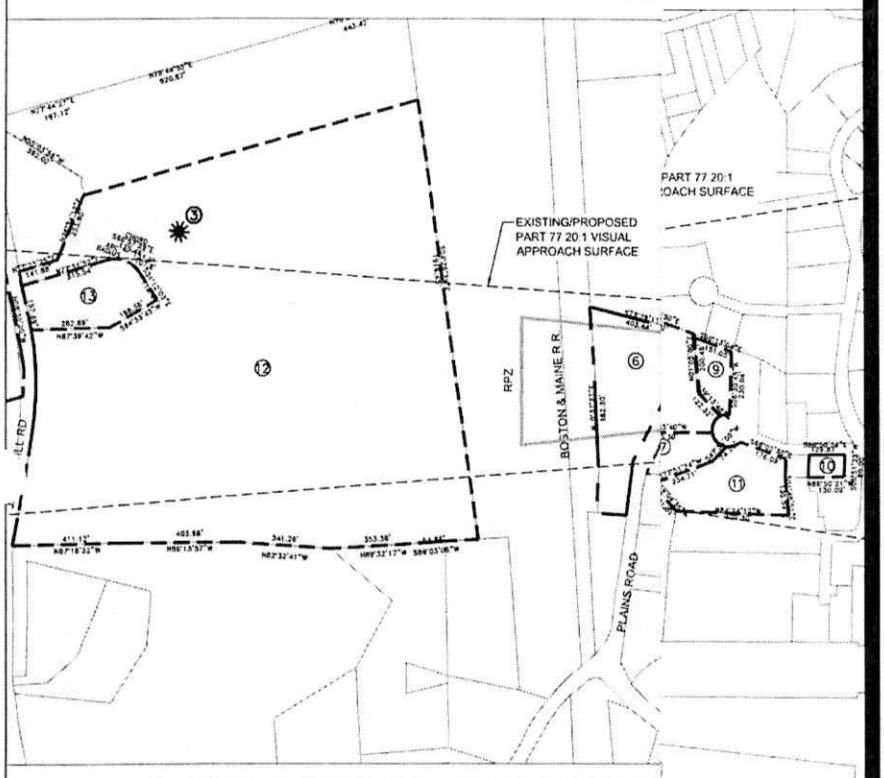
Checklist	Sponsor/Consultant			FAA
Review Item	Yes	No	N/A	Agree
e. Date and type of release/land use change approval (aeronautical use, interim use, concurrent use, etc.). This can also include any release from federal obligations such as a release from the National Emergency Use Provision (NEUP), mineral rights, liens, residential through-the-fence access agreements, etc.	X			
f. Date of property disposal	X			
g. Public land references, if applicable (PIN #/Assessors #, date of recording, book and page, etc.)	X			
h. Any known encumbrances on the property	X			
Airports Specialist Comments:				
7. Purpose of acquisition (current/future development, concurrent use, noise, revenue production, etc.), often in table format. Interim use can be identified with an attached reference.	X			
Airports Specialist Comments:				
8. The plan shows the following for both existing and future configurations based upon the approved Airport Layout Plan:				
a. Runway Protection Zones (RPZ)	X			
b. Runways	X			
c. Runway Safety Areas (RSA)	X			
d. Runway Object Free Areas (OFA)	X			
e. Taxiways	X			
f. Other airport design surfaces (as necessary, must maintain a legible map)	X			
g. Road/railroad right-of-ways	X			
h. Bearing and distance of airport property lines	X			
Airports Specialist Comments:				
9. North arrow, legend and graphic/numerical scale is shown	X			
Airports Specialist Comments:				
10. If the Exhibit 'A' is being submitted as part of a land acquisition project, the parcels being acquired are shown	X			
Airports Specialist Comments:				
11. Title block clearly labeled as Exhibit "A" Airport Property Inventory Maps and dated	X			
Airports Specialist Comments:				
12. Revision block/table, Sponsor approval block, Preparer's block, dated	X			

Checklist	Sponsor/Consultant			FAA
Review Item	Yes	No	N/A	Agree
Airports Specialist Comments:				
13. Understandable and legible legend, including all linetypes and symbols used	×			
Airports Specialist Comments:				
14. Parcel table is legible	×			
Airports Specialist Comments:				
Provide an explanation for any checklist item marked 'No'.				

Accepted By: _____ Date: Oct. 18, 2021

~~Airports Specialist~~
NHDOT/BOA





INVENTORY O

PARCEL NUMBER	GRANTOR	GRANTEE	INSTRUMENT
1	VARIOUS	CITY OF CLAREMONT	FEE SIMPLE
H.B # 4	H. & I.M. BARTON	CITY OF CLAREMONT	EASEMENT
H.B # 4	W.J. & A.M. NEIDER	CITY OF CLAREMONT	EASEMENT
H.B # 5	W.J. & A.M. NEIDER	CITY OF CLAREMONT	EASEMENT
H.B # 8	A.L. & C.A. BANCROFT	CITY OF CLAREMONT	EASEMENT
H.B # 1	P. UPHAM	CITY OF CLAREMONT	EASEMENT
H.B # 2	P. UPHAM	CITY OF CLAREMONT	EASEMENT
H.B # 2	STATE OF NEW HAMPSHIRE	CITY OF CLAREMONT	EASEMENT
H.B # 3	STATE OF NEW HAMPSHIRE	CITY OF CLAREMONT	EASEMENT
H.B # 1	J.L. AINSWORTH & M. DANIELS	CITY OF CLAREMONT	WARRANTY
2	CITY OF CLAREMONT	SINCLAIR MACHINE PRODUCTS INC.	QUITCLAIM
3	R.L. JONES ET AL	CITY OF CLAREMONT	WARRANY
H.B # 6	MOODY FARMS INC.	CITY OF CLAREMONT	EASEMENT
4a	CITY OF CLAREMONT	INDUSTRIAL PARK	RELEASE
4b	CITY OF CLAREMONT	INDUSTRIAL PARK	RELEASE
4c	CITY OF CLAREMONT	INDUSTRIAL PARK	RELEASE
5	CITY OF CLAREMONT	AMERICAN BRUSH CO. INC.	LEASE
6	C. VLASATY	CITY OF CLAREMONT	DEC. OF TAKING
H.B # 6	F. ZULLO & A. DAUPHIN	CITY OF CLAREMONT	EASEMENT
7	L. DUCHESNE	CITY OF CLAREMONT	EASEMENT
8	J. & K. MULLOY	CITY OF CLAREMONT	EASEMENT
9	W. PARKER	CITY OF CLAREMONT	EASEMENT
10	M. & R. SMOLNIK	CITY OF CLAREMONT	EASEMENT
11	P. & J. WILSON	CITY OF CLAREMONT	EASEMENT
12	C. VLASATY	CITY OF CLAREMONT	EASEMENT
13	C. VLASATY	CITY OF CLAREMONT	EASEMENT
14	UPHAM TRUSTS	CITY OF CLAREMONT	EASEMENT
15	UPHAM TRUSTS	CITY OF CLAREMONT	EASEMENT

2021_03_30 NOAA
MODEL WMM2020

MAG. DEV.

300' 600'

Stantec

Stantec Consulting Services Inc.
2211 Congress Street Suite 380
Portland ME 04102-1955
Tel 207.883.3355
Fax 207.883.3376
www.stantec.com

LEGEND

- AIRPORT PROPERTY LINE
- PROPERTY ABUTTER
- EXISTING FENCE
- RUNWAY SAFETY AREA
- OBJECT FREE AREA
- OBJECT FREE ZONE
- RUNWAY PROTECTION ZONE
- FAR PART 77 SURFACE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- NON-AERONAUTICAL USE
- PARCEL NUMBER
- HAZARD BEACON

Notes

Revision	By	Appd.	YY.MM.DD
ADDED PARCELS 7-13 EASEMENTS TO BE ACQUIRED	KJH	JEB	21.05.06

Issued	By	Appd.	YY.MM.DD

File Name	Dwn.	Chkd.	Dsgn.	YY.MM.DD

Permit-Seal

Client/Project

CLAREMONT MUNICIPAL AIRPORT

EXHIBIT A

CLAREMONT, NEW HAMPSHIRE

Title

EXHIBIT A PROPERTY MAP

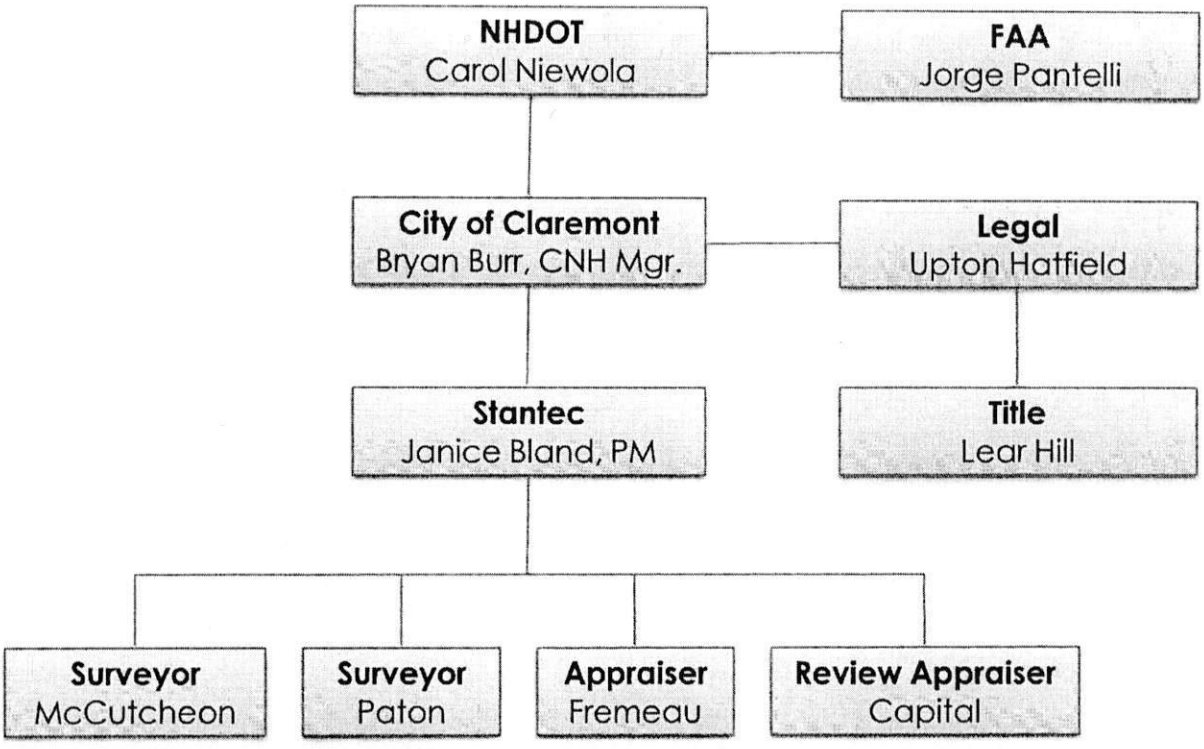
179410927 — Project No.

1"=300' — Scale

Drawing No. — Sheet — Revision

of

Organization Chart
Easement Acquisition
SBG-02-18-2021



CLAREMONT MUNICIPAL AIRPORT
EASEMENT ACQUISITION PROJECT

SCOPE OF WORK

INTRODUCTION

This is a scope of work for the proposed easement acquisition project at Claremont Municipal Airport. The project's main objective is to acquire avigation easements over eight (8) parcels as identified on the attached proposed property plans. Easements need to be acquired to clear the Airport Design Table 5-2 obstacle clearance surface, TERPS obstacle identification surface, and FAR Part 77 surfaces.

Legal fees are not included as part of this contract and will be billed directly to the Owner. Legal fees will be included in the grant application as a separate item. The City's legal counsel will complete these efforts.

Appendix 1 of this Scope provides a proposed schedule. Appendix 2 of this Scope provides the proposed project fee.

The following tasks outline the scope of work for this project. These tasks will be carried out by Stantec Consulting Services Inc. and its subconsultants.

ARTICLE 1 – PROJECT ADMINISTRATION

1.1 Scoping Meeting

Stantec Consulting Services Inc. (hereinafter referred to as the Consultant) will prepare for and attend one (1) meeting at the New Hampshire Department of Transportation (hereinafter referred to as NHDOT) with the City of Claremont (hereinafter referred to as the Owner) and NHDOT. The purpose of the meeting is to identify the easements to be acquired for this project (hereinafter referred to as the Project), the scope of the project, levels of effort by the Owner and the Consultant, anticipated project schedule, and necessary general coordination.

1.2 Prepare Work Scope

The Consultant will prepare the Request for Proposals for survey, appraisal, and review appraisal work. This task will include preparing a description of the project and proposed properties plan. The Consultant will obtain proposals from survey, appraisal, and review appraisal firms. The Consultant will evaluate these proposals based on qualifications. This task will include the Consultant collecting tax assessor's cards and property deeds available online to be used by the survey and appraisal firms to complete their fee proposals.

The Consultant will submit the draft Scope of Work, including proposed fees, to the Owner and NHDOT for review and comment. The Consultant will finalize the Scope of Work based upon these comments and submit the final Scope of Work to the Owner and NHDOT. The Consultant will incorporate the approved final Scope of Work into the contract between the Owner and the Consultant.

The Consultant will execute its contracts with its subconsultants (including surveyor, appraiser, and review appraiser), upon receipt of executed contract from the Owner.

1.3 Prepare Grant Application

The Consultant will prepare and submit necessary forms and paperwork pertaining to the federal and state grant applications to the Owner for review, execution, and distribution. The paperwork associated with the grant application includes the SF424, 5100-100, grant narrative, property plan, sponsor certifications, and notice to airport users. The Consultant will prepare transmittal letters for use by the Owner to submit the appropriate number of copies to NHDOT. This task also includes providing any additional grant information requested by NHDOT.

1.4 Prepare Grant Reimbursement Requests

After the grant offer has been received and executed by the Owner for this Project, the Consultant will prepare the grant reimbursement request forms and paperwork to obtain reimbursement for costs incurred to date as well as for the purchase of the avigation easements. It is anticipated that three (3) grant reimbursement requests will be necessary.

1.5 – Project Administration

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

- Review and process subconsultant's invoices.
- Obtain data on funds expended and determine, in conjunction with the appropriate Owner and NHDOT, which funds are eligible for participation in federal and state grant payments.
- Obtain data on the airport's administration costs and determine, in conjunction with the appropriate Owner and NHDOT, the eligibility of such costs to satisfy federal and state participation.
- Prepare closeout information including closeout letter and SFs 271 and 425.
- Retain records for seven (7) years in a file system ready for final auditing if found necessary.

1.6 – City Council Meeting

The Consultant will present the project to City Council. The Consultant will prepare a PowerPoint presentation and attend the meeting in the City of Claremont.

ARTICLE 2 - DATA COLLECTION

2.1 Title Search

The Consultant will coordinate title search efforts on the property with the City's legal counsel. The Consultant will submit a report of the findings to the surveyor, appraiser, and review appraiser.

The Consultant will provide the City's legal counsel with a general project description (i.e., text and a sketch of the easements to be acquired).

2.2 Survey

The Consultant will provide a plan identifying the proposed easements to be acquired to the Consultant's survey subconsultant. The Consultant's survey subconsultant will collect existing deeds and plans which are known to reference the properties at the Registry of Deeds. The Consultant's survey subconsultant will obtain all pertinent tax map information. This task will include online deed research.

The Consultant's survey subconsultant will complete all field work associated with surveying the properties. The Consultant's survey subconsultant will set monuments, as necessary.

The Consultant's survey subconsultant will prepare the surveys and tie the surveys into the State Plane Coordinate System. The Consultant's survey subconsultant will prepare recordable, stamped survey plans. If changes to the surveys become necessary as a result of the negotiation process with the property owners, the Consultant's survey subconsultant will submit a supplemental agreement at the agreed upon hourly rates for the additional work efforts.

The Consultant's survey subconsultant will prepare written legal descriptions of the metes and bounds of the properties including any exceptions. These legal descriptions will be used by the appraiser and will be recorded at the Registry of Deeds.

The Consultant will incorporate the surveys and legal descriptions into the deeds and associated exhibits.

2.3 Easement Language and Exhibits

The Consultant will prepare draft easement language including a detailed description of the applicable federally protected surfaces and typical protections required for acquiring avigation easements.

Avigation easement exhibits will be prepared by the Consultant to identify the protected surface, ground contours, and survey information to be recorded with the easement deeds. Two exhibits will be prepared for each property for a total of up to 16 exhibits.

ARTICLE 3 - PROPERTY APPRAISAL

3.1 Appraisal Services

The Consultant's appraisal subconsultant will be supplied by the Consultant with a copy of the survey plans, legal descriptions, and tax assessment information for the affected properties. The appraised fair market values will not be influenced by the Owner's future plans for the affected properties. All work will be completed in accordance with 49 CFR Part 24, *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended.

Any expert testimony regarding a possible eminent domain taking of the properties or other such procedure will be billed at the approved hourly or daily rate. This amount is not included in the proposed fee.

The Consultant will review the appraisal reports. The Consultant will coordinate with the appraiser via telephone, written correspondence, and emails throughout the appraisal process. This will include preparing any plans requested by the appraiser. The Consultant will copy and submit the final appraisals to the Owner and NHDOT.

3.2 Review Appraisal Services

The Consultant's review appraisal subconsultant will be supplied by the Consultant with the same information as the Consultant's appraisal subconsultant and the guidelines by which the appraisals were prepared. Review appraisals will only be completed if the fair market value of the easement is $10,000 or greater or if any of the easements are considered to be complicated acquisitions.

The Consultant's review appraisal subconsultant will review the appraisal reports to verify appropriateness of the appraisals and soundness of the recommendations for just compensation. Communication between the Consultant's review appraisal and appraisal subconsultants will take place so that an agreement can be reached regarding the appraisals. Brief reports will be prepared by the Consultant's review appraisal subconsultant documenting the agreement of the fair market values (i.e., just compensation). All work will be completed in accordance with 49 CFR Part 24, *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended.

Any expert testimony regarding a possible eminent domain taking of the easements will be billed at the approved hourly or daily rate. This amount is not included in the proposed fee.

The Consultant will review the review appraisal reports. The Consultant will coordinate with the review appraiser via telephone, written correspondence, and emails throughout the review appraisal process. This will include preparing any plans requested by the review appraiser. The Consultant will copy the final review appraisal reports and submit to the Owner and NHDOT.

ARTICLE 4 – NEGOTIATIONS

4.1 Preliminary Correspondence with Property Owners

The Consultant will prepare a notice of intent letter and send via registered mail to the property owners identifying the need for acquiring avigation easements over their property. The Consultant will meet with the property owner to discuss the easement acquisition process and the impact to their properties. This effort will include meetings with the impacted property owners at the City Hall in Claremont.

4.2 Negotiations with Property Owners

The Owner will establish the amount of just compensation from the appraiser's reports. The Consultant will prepare draft written offers of just compensation for the Consultant's use in negotiating with the property owners. The Consultant will work with the Owner and legal counsel to negotiate with the property owners. The Consultant will attend up to three meetings with each property owner for a total of up to 21 meetings at the Claremont City Hall during the negotiation process to meet with the property owner. Note: The parcels on Runway 11 are owned by the same owner.

Legal counsel will provide legal services during the negotiations process as needed.

The Consultant will coordinate with the Owner, legal counsel, and funding agencies to obtain approval on the final settlements with the property owners, including possible counteroffers and administrative settlements. The Consultant will prepare the justification for any possible administrative settlements for approval by NHDOT.

ARTICLE 5 - PRELIMINARY LEGAL SERVICES

5.1 Prepare Purchase and Sales Agreement

The Consultant will supply legal counsel with the necessary plans and documents including easement language, surveys, and legal descriptions that need to be used to prepare the Purchase and Sales Agreements. Legal counsel will prepare the Purchase and Sales Agreement for the successfully negotiated easements for purchase by the Owner. The Consultant will coordinate with legal counsel via email and telephone as required.

Draft Purchase and Sales Agreements shall be provided to the property owner, NHDOT, the Owner, and the Consultant for review and comment. Legal counsel will incorporate pertinent language into the Purchase and Sales Agreements. The Purchase and Sales Agreements will be signed and dated by the property owners.

The Consultant will meet with the property owners at the Claremont City Hall to sign the Purchase and Sales Agreements. This will include seven (7) meetings in Claremont.

5.2 Revise Exhibit "A" and Airport Layout Plan

The Consultant will update the Exhibit "A" - Airport Property Map and the Airport Layout Plan for the Owner to reflect the terms of the negotiations for incorporation into the grant application package. The Consultant will update the Exhibit 'A' property table to include

Book and Page data and acquisition date of recorded documents for incorporation into the reimbursement requests.

ARTICLE 6 - FINAL LEGAL SERVICES

6.1 Administer Real Estate Closing

The Consultant will coordinate all work efforts associated with this task with legal counsel. Legal counsel will administer the real estate closings on the affected properties and record the deeds. The Consultant will attend the closings with the property owners to answer any remaining technical questions regarding the acquisitions. This will include seven (7) meetings in Claremont. Copies of the recorded easements and Opinions of Title will be provided to the NHDOT and the Consultant.

CLAREMONT MUNICIPAL AIRPORT
EASEMENT ACQUISITION PROJECT

APPENDIX 1
ANTICIPATED PROJECT SCHEDULE

Proposed Project Schedule

Easement Acquisition
Claremont Municipal Airport

Complete Study Design ..... July 2020
Complete Data Collection ..... August 2020
Complete Property Appraisals ..... October 2020
Complete Negotiations ..... February 2021
Complete Preliminary Legal Services ..... March 2021
Complete Federal and State Grants ..... April 2021
Complete Final Legal Services ..... September 2021
Complete Final Engineering Services ..... December 2021

CLAREMONT MUNICIPAL AIRPORT
EASEMENT ACQUISITION PROJECT

APPENDIX 2
FEE PROPOSAL

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Fee Schedule for Engineering Services

Claremont Municipal Airport

Avigation Easement Acquisition

TASK	DISCIPLINE	Project Manager	Aviation Planner	Senior Aviation Engineer	Senior CAD Technician	Administrative / Clerical
1.0	**Project Administration**					
1.1	Scoping Meeting	12	10	2	4	
1.2	Prepare Work Scope	40	12	4	4	
1.3	Prepare Grant Application	4	8		1	
1.4	Prepare Grant Reimbursement Requests	12	16		1	4
1.5	Project Administration	40	16	8	4	4
1.6	Attend City Council Meeting	16	20	12		
2.0	**Data Collection**					
2.1	Title Search	8				
2.2	Survey	16			8	
2.3	Easement Language and Exhibits	40	16		24	
3.0	**Property Appraisals**					
3.1	Appraisal Services	40	4		4	
3.2	Review Appraisal Services	24	2		4	
4.0	**Negotiations**					
4.1	Preliminary Correspondence with Property Owners	40	32			2
4.2	Negotiations with Property Owners	80	72	8	12	2
5.0	**Preliminary Legal Services**					
5.1	Prepare Purchase and Sales Agreement	28				
5.2	Revise Exhibit 'A' and Airport Layout Plan	8		2	12	
6.0	**Final Legal Services**					
6.1	Administer Real Estate Closings	28				
	TOTAL HOURS	436	208	36	78	12
	Hourly Rate	$46.00	$39.00	$42.00	$36.00	$29.00
	Direct Labor Cost	$20,056.00	$8,112.00	$1,512.00	$2,808.00	$348.00

Rev. Date: 6/24/2020

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Fee Sc. Jule for Engineering Services

Article 1: Expense Worksheet

Task 1.1: Round Trip Scarborough/Claremont			
Trips	Miles	$ per mile	Total
1	315	$0.575	$181.13
Meals			
Lodging			
Task 4.1: Round Trip Scarborough/Claremont			
Trips	Miles	$ per mile	Total
3	315	$0.575	$543.38
Meals			$110.00
Lodging			
Task 4.2: Round Trip Scarborough/Claremont			
Trips	Miles	$ per mile	Total
6	315	$0.575	$1,086.75
Meals 9 days/$55/2 people			$990.00
Lodging 3 nights/$96 per night/2 p			$576.00
Task 5.1: Round Trip Scarborough/Claremont			
Trips	Miles	$ per mile	Total
3	315	$0.575	$543.38
Meals 3 days/$55/2 people			$330.00
Task 6.1: Round Trip Scarborough/Claremont			
Trips	Miles	$ per mile	Total
3	315	$0.575	$543.38
Meals 3 days/$55/2 people			$330.00
Shipping/Reproduction			$500.00
Total Expenses			$5,734.00

Outside Services:	
Fremeau Appraisal, Inc. (Appraisal Services)	$20,500.00
Capital Appraisal Associates, Inc. (Review Appraisal Services)	$8,000.00
Wayne McCutcheon and Associates (Survey Services)	$18,000.00
TOTAL OUTSIDE SERVICES	**$46,500.00**

Labor Summary:	
TOTAL DIRECT LABOR COST	$32,836.00
OVERHEAD @ 166.168%	$54,562.92
FIXED FEE @ 12%	$10,487.87
TOTAL LABOR	**$97,886.80**

Expense Summary:	
TOTAL EXPENSES	**$5,734.00**

USE:	**$150,120.80**

$120,624 eligible under Phase 1

Stantec

PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order #	1	Date	28 April 2021
"Stantec"	Stantec Consulting Services Stantec Project # 179410927 2211 Congress Street, Suite 380 Portland, Maine 04102 Ph: (207) 887-3821 email: janice.bland@stantec.com		
Client	City of Claremont Client Project # 58 Opera House Square Claremont, NH 03743 Ph: (603) 542-7026 email: firechief@claremontnh.com		

Project Name and Location: Claremont Municipal Airport Easement Acquisition
Master Services Agreement Task Order #3

In accordance with the original Professional Services Agreement dated July 9, 2020 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

This Change Order adds two properties on the Runway 11 end owned by the Upham Trusts (Parcels 115-1 and 116-1) to the Avigation Easement Acquisition Project.

Total fees this Change Order		$	29,317.00
Original agreement amount		$	150,120.00
Change Order Number	___	$	-
Change Order Number	___	$	-
Change Order Number	___	$	-
Change Order Number	___	$	-
Total Agreement		**$**	**179,437.00**

Effect on Schedule: There is no anticipated change to the schedule associated with this Change Order #1.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services		**City of Claremont**	
	Janice Bland, Senior Associate, Senior Aviation Planner Print Name and Title		Ed Morris, City Manager Print Name and Title
Signature	Janice E Bland	Signature	
Date Signed:	4/28/21	Date Signed:	

CLAREMONT MUNICIPAL AIRPORT
EASEMENT ACQUISITION PROJECT

SCOPE OF WORK
SUPPLEMENTAL AGREEMENT #1

INTRODUCTION

This is a Supplemental Agreement for the proposed easement acquisition project at Claremont Municipal Airport. The project's main objective is to acquire avigation easements over two (2) additional parcels (115-1 and 116-1) as identified on the attached proposed property plans. Easements need to be acquired to clear the threshold siting obstacle clearance surface.

Legal fees associated with the additional parcels are not included as part of this contract and will be billed directly to the Owner. Legal fees will be included in the grant application as a separate item. The City's legal counsel will complete these efforts.

The following tasks outline the scope of work for this Supplemental Agreement. These tasks will be carried out by Stantec Consulting Services Inc. and its subconsultants.

ARTICLE 1 – PROJECT ADMINISTRATION

1.1 Scoping Meeting

This task is not applicable.

1.2 Prepare Work Scope

The Consultant will obtain proposals from survey, appraisal, and review appraisal firms for efforts associated with the two (2) additional parcels. This task will include the Consultant collecting tax assessor's cards and property deeds available online to be used by the survey and appraisal firms to complete their fee proposals.

The Consultant will submit the draft Supplemental Agreement, including proposed fees, to the Owner for review and comment. The Consultant will finalize the Supplemental Agreement based upon these comments and submit the final Supplemental Agreement to the Owner.

The Consultant will execute its contracts with its subconsultants (including surveyor, appraiser, and review appraiser), upon receipt of the executed Supplemental Agreement from the Owner.

1.3 Prepare Grant Application

This task is not applicable.

1.4 Prepare Grant Reimbursement Requests

This task is not applicable.

1.5 – Project Administration

This task is not applicable.

1.6 – City Council Meeting

This task is not applicable.

ARTICLE 2 - DATA COLLECTION

2.1 Title Search

The Consultant will coordinate title search efforts on the two additional properties with the City's legal counsel. The Consultant will submit a report of the findings to the surveyor, appraiser, and review appraiser.

The Consultant will provide the City's legal counsel with a general project description (i.e., text and a sketch of the easements to be acquired).

2.2 Survey

The Consultant will provide a plan identifying the additional two (2) proposed easements to be acquired to the Consultant's survey subconsultant. The Consultant's survey subconsultant will collect existing deeds and plans which are known to reference the properties at the Registry of Deeds. The Consultant's survey subconsultant will obtain all pertinent tax map information. This task will include online deed research.

The Consultant's survey subconsultant will complete all field work associated with surveying the properties. The Consultant's survey subconsultant will set monuments, as necessary.

The Consultant's survey subconsultant will prepare the surveys and tie the surveys into the State Plane Coordinate System. The Consultant's survey subconsultant will prepare recordable, stamped survey plans. If changes to the surveys become necessary as a result of the negotiation process with the property owners, the Consultant's survey subconsultant will submit a supplemental agreement at the agreed upon hourly rates for the additional work efforts.

The Consultant's survey subconsultant will prepare written legal descriptions of the metes and bounds of the properties including any exceptions. These legal descriptions will be used by the appraiser and will be recorded at the Registry of Deeds.

The Consultant will incorporate the surveys and legal descriptions into the deeds and associated exhibits.

2.3 Easement Language and Exhibits

Avigation easement exhibits will be prepared by the Consultant to identify the protected surface, ground contours, and survey information to be recorded with the easement deeds. Two (2) exhibits will be prepared for each property for a total of up to four (4) exhibits.

2.4 Flagging Trees

The Consultant will flag trees on the impacted properies for removal. These efforts will include reviewing obstruction data to prepare for a site visit and completing a one (1) day site visit to flag the trees.

ARTICLE 3 - PROPERTY APPRAISAL

3.1 Appraisal Services

The Consultant's appraisal subconsultant will be supplied by the Consultant with a copy of the survey plans, legal descriptions, and tax assessment information for the two (2) additional properties. The appraised fair market values will not be influenced by the Owner's future plans for the affected properties. All work will be completed in accordance with 49 CFR Part 24, *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended.

Any expert testimony regarding a possible eminent domain taking of the properties or other such procedure will be billed at the approved hourly or daily rate. This amount is not included in the proposed fee.

The Consultant will review the appraisal reports. The Consultant will coordinate with the appraiser via telephone, written correspondence, and emails throughout the appraisal process. This will include preparing any plans requested by the appraiser. The Consultant will submit the final appraisals to the Owner and NHDOT.

3.2 Review Appraisal Services

The Consultant's review appraisal subconsultant will be supplied by the Consultant with the same information as the Consultant's appraisal subconsultant and the guidelines by which the appraisals were prepared. Review appraisals will only be completed if the fair market value of the easement is $10,000 or greater or if any of the easements are considered to be complicated acquisitions.

The Consultant's review appraisal subconsultant will review the appraisal reports to verify appropriateness of the appraisals and soundness of the recommendations for just compensation. Communication between the Consultant's review appraisal and appraisal subconsultants will take place so that an agreement can be reached regarding the appraisals. Brief reports will be prepared by the Consultant's review appraisal subconsultant documenting the agreement of the fair market values (i.e., just compensation). All work will be completed in accordance with 49 CFR Part 24, *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended.

Any expert testimony regarding a possible eminent domain taking of the easements will be billed at the approved hourly or daily rate. This amount is not included in the proposed fee.

The Consultant will review the review appraisal reports. The Consultant will coordinate with the review appraiser via telephone, written correspondence, and emails throughout the review appraisal process. This will include preparing any plans requested by the

review appraiser. The Consultant will submit the final review appraisal reports to the Owner and NHDOT.

ARTICLE 4 – NEGOTIATIONS

4.1 Preliminary Correspondence with Property Owners

The Consultant will prepare a notice of intent letter and send via registered mail to the property owners identifying the need for acquiring avigation easements over their property.

4.2 Negotiations with Property Owners

The Owner will establish the amount of just compensation from the appraiser's report. The Consultant will prepare draft written offer of just compensation for the Consultant's use in negotiating with the property owner. The Consultant will work with the Owner and legal counsel to negotiate with the property owner. The Consultant will attend up to three meetings with the property owner for a total of up to 3 additional meetings via Microsoft Teams during the negotiation process to meet with the property owner. Note: The two parcels are owned by the same owner.

Legal counsel will provide legal services during the negotiations process as needed.

The Consultant will coordinate with the Owner, legal counsel, and funding agencies to obtain approval on the final settlements with the property owner, including possible counteroffer and administrative settlement. The Consultant will prepare the justification for any possible administrative settlement for approval by NHDOT.

Note: Existing budget will be used to the maximum extent possible. No additional hours are identified in the fee proposal for Supplemental Agreement 1. Efforts associated with possible condemnation will require a subsequent supplemental agreement.

ARTICLE 5 - PRELIMINARY LEGAL SERVICES

5.1 Prepare Purchase and Sales Agreement

The Consultant will supply legal counsel with the necessary plans and documents including easement language, survey, and legal description that needs to be used to prepare the Purchase and Sales Agreement. Legal counsel will prepare the Purchase and Sales Agreement for the successfully negotiated easement for purchase by the Owner. The Consultant will coordinate with legal counsel via email and telephone as required.

A draft Purchase and Sales Agreement shall be provided to the property owner, NHDOT, the Owner, and the Consultant for review and comment. Legal counsel will incorporate pertinent language into the Purchase and Sales Agreement. The Purchase and Sales Agreement will be signed and dated by the property owner.

The Consultant will coordinate with the property owner to sign the Purchase and Sales Agreement remotely.

5.2 Revise Exhibit "A" and Airport Layout Plan

This task will be completed under the original scope.

ARTICLE 6 - FINAL LEGAL SERVICES

6.1 Administer Real Estate Closing

The Consultant will coordinate all work efforts associated with this task with legal counsel. Legal counsel will administer the real estate closings on the affected properties and record the deed. A copy of the recorded easement and Opinion of Title will be provided to the NHDOT and the Consultant.

Stantec

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Fee Schedule for Engineering Services

Claremont Municipal Airport

Avigation Easement Acquisition Supplemental Agreement #1

179410927

TASK	DISCIPLINE	Project Manager	Aviation Planner	Senior Aviation Engineer	Senior CAD Technician	Administrative / Clerical
1.0	**Project Administration**					
1.1	Scoping Meeting					
1.2	Prepare Work Scope	2	2			
1.3	Prepare Grant Application					
1.4	Prepare Grant Reimbursement Requests					
1.5	Project Administration					
2.0	**Data Collection**					
2.1	Title Search	1				
2.2	Survey and Tree Flagging	4	2	16		
2.3	Easement Language and Exhibits	6	8			
3.0	**Property Appraisals**					
3.1	Appraisal Services					
3.2	Review Appraisal Services					
4.0	**Negotiations**					
4.1	Preliminary Correspondence with Property Owners					
4.2	Negotiations with Property Owners					
5.0	**Preliminary Legal Services**					
5.1	Prepare Purchase and Sales Agreement	2	2			
5.2	Revise Exhibit 'A' and Airport Layout Plan					
6.0	**Final Legal Services**					
6.1	Administer Real Estate Closings	2	2			
	TOTAL HOURS	17	16	16	0	0
	Hourly Rate	$44.00	$38.16	$32.00	$36.00	$29.00
	Direct Labor Cost	$748.00	$610.56	$512.00	$0.00	$0.00

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Fee Sc. Jule for Engineering Services

Article 1: Expense Worksheet

Total Expenses	$0.00

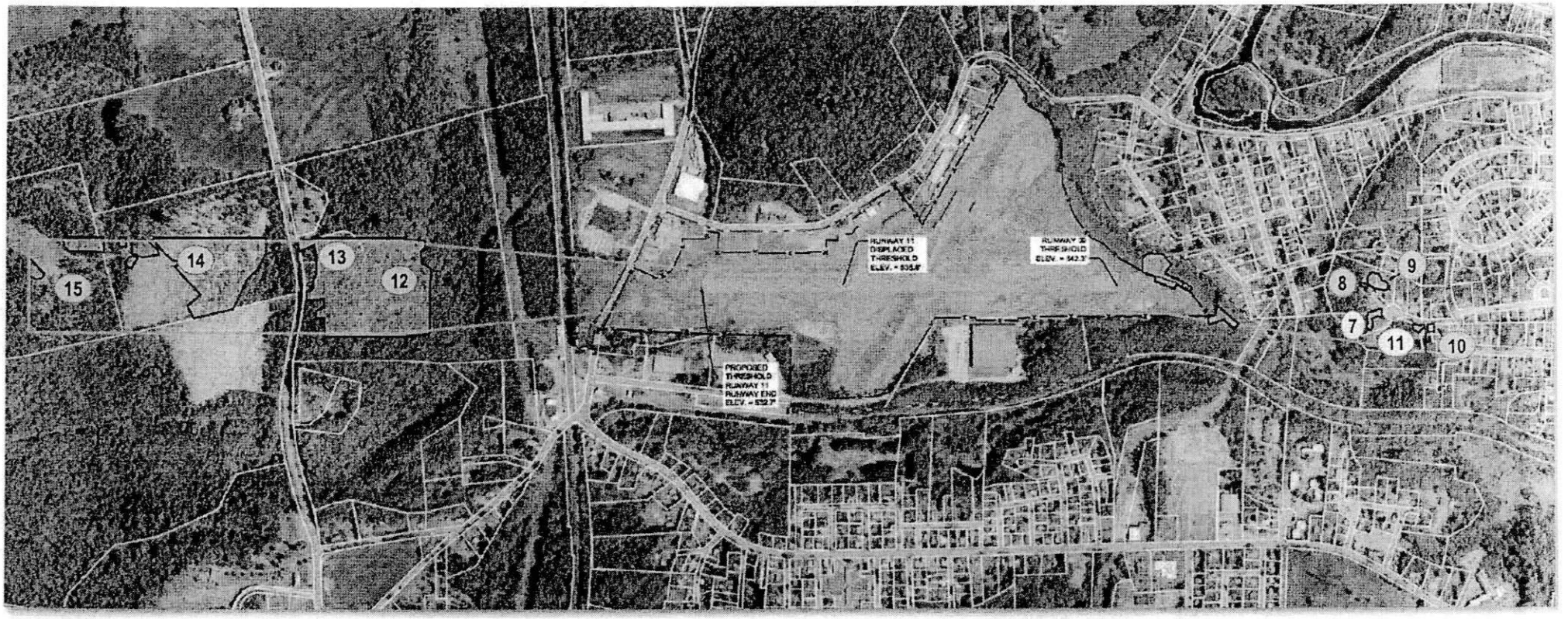
Outside Services:	
Fremeau Appraisal, Inc. (Appraisal Services)	$7,900.00
Capital Appraisal Associates, Inc. (Review Appraisal Services)	
Wayne McCutcheon and Associates (Survey Services)	$16,000.00
TOTAL OUTSIDE SERVICES	**$23,900.00**

Labor Summary:	
TOTAL DIRECT LABOR COST	$1,870.56
OVERHEAD @ 158.566%	$2,966.07
FIXED FEE @ 12%	$580.40
TOTAL LABOR	**$5,417.03**

Expense Summary:	
TOTAL EXPENSES	**$0.00**

USE:	**$29,317**

Project Area
CNH Avigation Easement Acquisition
Runway Approaches 11 and 29 Phase 1



Shading indicates vegetation removal areas.

Parcels for Easement Acquisition

(#) Phase 1

(#) Phase 2

Parcel nu[illegible]s coincide with Exhibit A

Runway 11 End Property Owners

PARCEL #	PROPERTY		OWNER(S)
	Plat-Lot	Address	Name
12	116-3	Jarvis Hill Road	Cynthia Vlasaty
13	116-4	Jarvis Hill Road	Cynthia Vlasaty
14	116-1	Jarvis Hill Road	Upham Trusts
15	115-1	Jarvis Hill Road	Upham Trusts

Runway 29 End Property Owners

PARCEL #	PROPERTY		OWNER(S)
	Plat-Lot	Address	Name
7*	118-80	18 Wildwood Avenue	Logan P. Duchesne
8	118-82	20 Wildwood Avenue	Joshua J. Mulloy Kelly D. Mulloy
9	118-84	15 Wildwood Avenue	William J. Parker Julie A. Levasseur-Parker
10	130-85	4 Wildwood Avenue	Mark Z. Smolnik [illegible] Smolnik
11*	130-1	10 Wildwood Avenue	Pam D. Wilson James E. Wilson

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport (CNH)

Project Number: SBG-02-18-2021

Description of Work: Avigation Easement Acquisition Runway Approaches 11 and 29 Phase 1

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 Broad Street, 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 14th day of October, 2021.

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

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

Signature of Sponsor's Authorized Official: Bryan Burr

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

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

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-18-2021

Description of Work: Avigation Easement Acquisition Runway Approaches 11 and 29 Phase 1

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 14th day of October , 2021 .

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

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

Signature of Sponsor's Authorized Official: Bryan Burr

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

* APPLICANT'S ORGANIZATION

City of Claremont

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: Bryan Middle Name:

* Last Name: Burr Suffix:

* Title: Fire Chief and Airport Manager

* SIGNATURE: Bryan Burr * DATE: 10/14/2021

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

a. 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.

b. 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.

c. 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 Opportunity[1]

b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 –Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs

e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]

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 Part180 – 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 Procedures14 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.

            a. 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.

            b. 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.

            c. 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.

            d. 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.

            e. 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.

            f. 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.

g. 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.

   a. 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.

   b. 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. by gross weights of such aircraft) is in excess of five million pounds 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 **City of Claremont**, 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 the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 22, 2021 , and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its 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.

FAA
Airports

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

Updated: 3/22/2021

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing

NUMBER	TITLE
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs

NUMBER	TITLE
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

NUMBER	TITLE
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2021

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-18-2021

Description of Work: Avigation Easement Acquisition Runway Approaches 11 and 29 Phase 1

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 contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

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

Sponsor's Certification

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

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

Executed on this 14th day of October, 2021.

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

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

Signature of Sponsor's Authorized Official: Bryan Burr

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

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-18-2021

Description of Work: Avigation Easement Acquisition Runway Approaches 11 and 29 Phase 1

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 14th day of October , 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.

Real Property Acquisition
Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-18-2021

Description of Work: Avigation Easement Acquisition Runway Approaches 11 and 29 Phase 1

Application

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

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition 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.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

   ☒ Yes ☐ No ☐ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

   ☒ Yes ☐ No ☐ N/A

3. If property for airport development is or will be leased, the following conditions have been met:

   a. The term is for 20 years or the useful life of the project;

   b. The lessor is a public agency; and

   c. The lease contains no provisions that prevent full compliance with the grant agreement.

   ☐ Yes ☐ No ☒ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

   ☒ Yes ☐ No ☐ N/A

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

   ☐ Yes ☐ No ☒ N/A

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

   a. The right of flight;

   b. The right of ingress and egress to remove obstructions; and

   c. The right to restrict the establishment of future obstructions.

   ☐ Yes ☐ No ☒ N/A

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

   a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and

   b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

   ☒ Yes ☐ No ☐ N/A

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

    a. No coercive action to induce agreement; and

    b. Supporting documents for settlements included in the project files.

    ☒ Yes ☐ No ☐ N/A

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

    a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and

    b. Supporting documents for awards included in the project files.

    ☒ Yes ☐ No ☐ N/A

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

    ☐ Yes ☐ No ☒ N/A

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

    ☐ Yes ☐ No ☒ N/A

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 14th day of October , 2021 .

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

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

Signature of Sponsor's Designated Official Representative: Bryan Burr

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

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Claremont

Airport: Claremont Municipal Airport

Project Number: SBG-02-18-2021

Description of Work: Avigation Easement Acquisition Runway Approaches 11 and 29 Phase 1

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 (Oder 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 14th day of October , 2021 .

Name of Sponsor: City of Claremont

Name of Sponsor's Authorized Official: Bryan Burr

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

Signature of Sponsor's Authorized Official: Bryan Burr

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