



THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



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Beane

WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

August 13, 2015  
Bureau of Aeronautics

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Transportation to amend a grant to provide additional funding to the City of Manchester (Vendor 177433) for AIP 97, for improvements to the terminal area (loop) road and the family restrooms in the terminal building at Manchester-Boston Regional Airport, Manchester, NH. State and Federal participation in the amount of \$41,051.15 is effective upon Governor and Council approval. 90% Federal Funds, 5% General Funds, 5% Local Funds.

Funding is available as follows:

FY 2016

04-96-96-960030-7976

FAA Projects

034-500162 Repair/Renovation of Buildings

\$41,051.15

**EXPLANATION**

An amendment from the Federal Aviation Administration (FAA) has been awarded from which \$38,890.83 (or 90% of the project cost) for improvements to the terminal area (loop) road and the family restrooms in the terminal building that were originally constructed as part of the AIP 97 grant (copy attached) at the Manchester-Boston Regional Airport.

*In accordance to FAA Order 5100.38D, under normal conditions, the FAA/State can amend a grant at the close out of the project to adjust the grant amount to reflect final costs. Once the project is complete, the Department must wait for federal grant funding to become available from other completed projects before issuing an amendment.*

The amendment is necessary to fund additional costs incurred as a result of project expenses exceeding estimates upon which the original grant was issued.

The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Manchester in accordance with RSA 422:15. The total federal share of this project including the

amendment will increase the FAA share from \$327,307.00 to \$366,197.83, which equates to an increase of \$38,890.83. State participation in the amount of \$2,160.32 (5% of this project) is also requested. The City of Manchester will provide a matching share of \$2,160.33 (5% of this project). The total cost of this amendment for this project is \$43,211.48. The original grant (attached) passed Governor and Council on October 16, 2013 Item #103.

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2013 195:1 XVI-A.1 Capital Budget.

Sincerely,



William Cass, P.E.  
Assistant Commissioner

WC/tls

Attachments



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Federal Aviation Administration  
New England Region

12 New England Executive Park  
Burlington, MA 01803

July 28, 2015

Mr. Richard Fixler  
Assistant Airport Director  
Manchester-Boston Regional Airport  
One Airport Road, Suite 300  
Manchester, NH 03103

Airport Improvement Program Grant #3-33-0011-097-2013  
DUNS Number 07-533-9106  
Manchester International Airport, Manchester, NH  
Letter Amendment No. 1

Dear Mr. Fixler:

This is in response to your letter dated June 26, 2015, requesting an amendment to the above referenced Grant Agreement to increase the maximum grant obligation of the United States to cover project cost increases.

In accordance with the subject grant, the maximum obligation of the United States as shown in Condition No. 1 on Page 2 of Part I - Offer is increased from \$327,307 to \$366,197.83, an increase of \$38,890.83. The purpose of this amendment is to cover the Federal share of total actual costs determined to be eligible and allowable project costs.

All other terms and conditions of the Grant Agreement remain in full force and effect.

Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. 1 to the above referenced Grant Agreement.

Sincerely,

Bryon H. Rakoff  
Acting Manager, Airports Division

Cc: Carol Niewola, NH DOT



**Manchester Boston**  
REGIONAL AIRPORT

Mark P. Brewer, A.A.E.  
Airport Director

One Airport Road  
Suite 300  
Manchester NH  
03105-7450  
Tel: 603-624-6539  
Fax: 603-666-4101  
www.bymanchester.com

June 26, 2015

Ms. Jean LoGiudice  
Federal Aviation Administration  
12 New England Executive Park  
Burlington, MA 01803

**Subject: MHT Parking Lot 'A' Access Improvements  
Construct Family Rest Room in Terminal  
Grant Agreement Amendment – AIP 03-33-0011-97**

Dear Ms. LoGiudice:

Per this letter Manchester Boston Regional Airport is formally requesting an amendment to the subject grant. Actual costs for the MHT Parking Lot 'A' Access Improvements exceeded the original grant amounts as this project was granted on estimates which turned out to be too low.

Therefore per this letter, based on additional project costs of \$43,211.48, we are requesting an additional grant amount of \$38,890.34.

*SB*

Sincerely,

Richard S. Fixler, P.E.  
Assistant Airport Director  
Engineering & Planning

Enclosures

C: Bob Siris, FAA  
Tricia Lambert, NHDOT  
Teresa Avampato, MHT

File

JUN 29 2015



U.S. Department  
of Transportation

Federal Aviation  
Administration

New England Region

12 New England Executive Park  
Burlington, Massachusetts 01803

GRANT AGREEMENT  
Part 1 - Offer

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Date of Offer: SEP 03 2013

Manchester Airport

Project No.: 3-33-0011-097-2013

DUNS No.: 07-533-9106

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

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 25, 2013,  
for a grant of Federal funds for a project at or associated with the Manchester Airport  
which Project Application, as approved by the FAA, is hereby incorporated herein and made a  
part hereof; and

**WHEREAS**, the FAA has approved a project for the Airport (herein called the "Project")  
consisting of the following:

Terminal Area Road Improvements and Family Restroom Construction in Terminal Building,  
all as more particularly shown in the project application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Title 49, United States Code, herein called Title 49 U.S. C., and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 90 percent of such costs.

The Offer is made on and subject to the following terms and conditions:

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$327,307.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$327,307.00	for airport development or noise program implementation.

2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under Title 49 U.S.C.

3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.

5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 16, 2013, or such subsequent date as may be prescribed in writing by the FAA.

7. The sponsor shall 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 project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall 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 sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

11. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.

12. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. may not be increased for a planning project;
- b. may be increased by not more than 15 percent for development projects;
- c. may be increased by not more than 15 percent for land projects.

13. **ELECTRONIC GRANT PAYMENT(S)**: The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for FAA grantees. Each payment request under this grant agreement must be made electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

a. **Grant Recipient Requirements.**

- (1) Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system unless, under limited circumstances, a waiver is granted by the FAA and DOT under section (c) below.
- (2) Grantees must submit payment requests electronically and the FAA will process payment requests electronically.

b. **System User Access.**

- (1) Grantees must contact the FAA Airports District/Regional Office and officially submit a written request to sign up for the system. The FAA Office of Airports will provide the grantee's name, email address and telephone number to the DOT Financial Management Office. The DOT will then invite the grantee via email to sign up for the system and require the grantee to complete two forms. The grantee will complete a web based DOT registration form and download the Proof of Identification form to verify the grantee's identity.
- (2) The grantee must complete the Proof of Identification form, and present it to a Notary Public for verification. The grantee will return the notarized form to:  
DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125
- (3) The DOT will validate the both forms and email a user ID and password to the grantee. Grantees should contact the FAA Airports District/Regional Office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>).

c. **Waivers.** DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system based on user requests and concurrence of the FAA. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the FAA Airports District/Regional Office. Recipients must explain why they are unable to use or access the Internet to register and enter payment requests.

- (1) All waiver requests should be sent to the FAA Airports District/Regional Office for concurrence, prior to sending to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30,

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. Buy American Requirement: Unless otherwise approved by the FAA, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.

10. Central Contractor Registration and Universal Identifier Requirements:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System

(DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.



room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001,  
DOTElectronicInvoicing@dot.gov. The Director of the DOT Office of Financial Management  
will confirm or deny the request within approximately 30 days.

- (2) If a grantee is granted a waiver, the grantee should submit all hard-copy  
invoices directly to:

DOT/FAA  
PO Box 25082  
AMZ-110  
Oklahoma City, OK 73125

14. The FAA, in tendering this offer on behalf of the United States, recognizes the  
existence of an agency relationship between the City of Manchester, New Hampshire, as  
principal, and the New Hampshire Aeronautics Commission, as agent, created by an Agreement  
of Agency dated May 21, 1979, which is incorporated herein by reference and made a part  
hereof. The sponsor agrees that said Agreement of Agency will not be amended, modified or  
terminated without the prior written approval of the FAA.

15. GRANTS ISSUED ON ESTIMATES: It is understood and agreed by and between the parties  
hereto that this Grant Offer is made and accepted based on estimates for the terminal area  
road improvements and family restroom construction in terminal; and the parties hereby  
covenant and agree that within 180 days from the date of acceptance of this Grant Offer, the  
Sponsor shall receive bids for terminal area road improvements and family restroom  
construction in terminal contained within the grant description.

16. It is understood and agreed that the sponsor will submit plans and specifications for  
FAA review and approval prior to advertising for bids.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall be effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

J. Bryan Kelly  
Title: Manager, Airports Division,  
ACTING New England Region

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.

Executed this 5th day of September, 20B

MLP/B  
City of Manchester, New Hampshire

Signature of Sponsor's Designated Official Representative

(SEAL)

MARK PAUL BREWER  
Printed/Typed Name of Sponsor's Designated Official Representative

Airport Director  
Printed/Typed Title of Sponsor's Designated Official Representative

Attest: Matthew Hammond

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Thomas E. Arnold, III, acting as Attorney for the Sponsor do hereby certify:  
(Attorney's Name Printed)

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 Manchester, NH this 5th day of September, 2013.

Thomas E. Arnold, III  
Signature of Sponsor's Attorney



Mark P. Brewer, A.A.E.  
Airport Director

One Airport Road  
Suite 500  
Manchester, NH  
03103-7450  
Tel: 603-624-6539  
Fax: 603-666-4101  
www.flymanchester.com

June 26, 2015

Ms. Jean LoGiudice  
Federal Aviation Administration  
12 New England Executive Park  
Burlington, MA 01803

**Subject: MHT Parking Lot 'A' Access Improvements  
Construct Family Rest Room in Terminal  
Grant Agreement Amendment – AIP 03-33-0011-97**

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Therefore per this letter, based on additional project costs of \$43,211.48, we are requesting an additional grant amount of \$38,890.34.

*YB*

Sincerely,

A handwritten signature in cursive script, appearing to read 'Richard S. Fixler', with a long horizontal line extending to the right.

Richard S. Fixler, P.E.  
Assistant Airport Director  
Engineering & Planning

Enclosures

C: Bob Siris, FAA  
Tricia Lambert, NHDOT  
Teresa Avampato, MHT

File

JUN 29 2015