



Department of Transportation
WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



25 Beaulé

September 28, 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 award a grant to the City of Manchester (Vendor Code 177433), AIP-104, to replace the airline terminal roof top air handling unit (Phase 1) at the Manchester-Boston Regional Airport. State and Federal participation in the amount of \$2,115,245.00 is effective upon Governor and Council approval through October 31, 2019. 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

\$ 2,115,245.00

EXPLANATION

A Federal Aviation Administration (FAA) grant was awarded, totaling \$2,003,917.00 to replace the airline terminal roof top air handling unit (Phase 1) at the Manchester-Boston Regional Airport.

The Airport issued a Request for Proposals for this construction management-at-risk project (advertisement attached), with proposals opened on April 3, 2015. This project replaces 4 original air handling units located on the roof of the terminal building. The original units were installed in 1993 as part of the terminal construction. The units are approximately 22 years old and have outlived their useful life. The units provide cooling to the terminal building and are being replaced with more efficient air handlers and an air cooled chiller. A feasibility study was completed to determine the most cost effective solution based on life-cycle cost and budget constraints.

Since this project is phased do to the availability of federal funds, the Airport is installing all 4 handling units under this contract and will request funding for reimbursement from the FAA (Phase II) in a future grant. If the FAA is unable to provide funding for Phase II of this project, the Airport will pay 100% of the remaining project cost.

Six qualified firms submitted proposals, Engelberth, Hutter, DEW, Gilbane, Harvey, and North Branch. A selection committee of 10 members of airport staff independently reviewed and rated the proposals in accordance with a rating sheet (attached). Based upon their ratings, Engelberth Construction was selected based on their qualifications and ultimately their rating scores. The Airport then negotiated a Guaranteed Maximum Price (GMP) fee with Engelberth Construction to complete the project. This procurement method is a standard practice in the City of Manchester and is approved by the FAA (FAA Order 5100.38D).

The FAA will only provide funding to open-to-the public spaces in the terminal building, 17.66% of non-public space is considered not eligible for federal assistance and must be paid for by the airport. The following project breakout represents funding 82.34% of the total eligible project for Phase 1. Phase II of this project will be funded in a future FAA grant.

The eligible project cost breakdown is as follows:

| | |
|--|-----------------------|
| Engineering Fees | \$ 183,782.83 |
| Construction (Construction Management Procurement) | <u>\$2,042,791.17</u> |
| Total Eligible Project Cost (Phase 1) | \$2,226,574.00 |

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. State participation in the amount of \$111,328.00 (5% of the FAA eligible portion of this project) is also requested. The City of Manchester will participate in the amount of \$111,329.00 (5% of the FAA eligible portion of this project). The City of Manchester will pay an additional \$477,548.00 to cover the costs of the FAA ineligible cost items. The local share of this project is not budgeted in HB25, and is not encumbered as part of this request in Phase I. The total cost of this airport improvement project is \$2,704,122.00.

In the event that the federal funds are no longer available, General Funds will not be requested to support this program. 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.

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, PE
Assistant Commissioner

Attachments
WC/tlsl

**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGEMENT SERVICES**

**RENTAL CAR CUSTOMER SERVICE FACILITY
PROJECT FY15-805-54**

and

**TERMINAL AIR HANDLING UNIT REPLACEMENT
PROJECT FY15-805-55**

**MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NH**

Manchester-Boston Regional Airport is soliciting Proposals for Construction Management services related to two (2) projects: (1) Rental Car Customer Service Facility and (2) Terminal Air Handling Unit Replacement. **The Airport intends to select two (2) Construction Managers, one for each of the above noted projects. The Airport will do a Qualifications Based Selection (QBS) in accordance with the guidelines of the Association of General Contractors. The Airport will select the Construction Manager deemed most qualified for each project.**

THE PROJECT(S):

Project 1: Rental Car Customer Service Facility: The Rental Car Customer Service Facility project will start construction in the Spring of 2015. The project includes the construction of a new 11,000 sf facility adjacent to the existing Parking Garage and Pedestrian Bridge. The intent is to release an early site and foundations bid package in April to allow construction to begin in May. Estimated construction cost for the Project as generally defined above, including Construction Manager's fees, is approximately Five Million Seven Hundred Thousand dollars (\$5,700,000), plus approximately Six Hundred Thousand dollars (\$600,000) in Alternates for improvements to the Parking Garage.

Project 2: Terminal Air Handling Unit Replacement Project: The Terminal Air Handling Unit Replacement Project is a federally funded (AIP) project and the successful CM must comply with all applicable federal (AIP) contracting requirements. The Airport's DBE goal for this project is 5.3%. Construction is expected to take place during the Summer and Fall of 2015. The scope of work includes the removal of four (4) DX Air Handling Units and replacement with an Evaporative Cooled Chiller and four (4) Custom AHU's on the roof of the Main Terminal Building. Work will include all associated mechanical and electrical infrastructure, and roof replacement in the general areas of the work. The intent is to release an early mechanical equipment bid package by late April. Estimated construction cost for the Project as generally defined above, including Construction Manager's fees, is approximately Four Million dollars (\$4,000,000).

RFP packages are available on the Airport's website; www.flymanchester.com. Six (6) copies along with a pdf file of completed packages are due at Manchester-Boston Regional Airport Engineering & Planning Office, 6 Industrial Drive, Londonderry, NH 03053, no later than **12:00 P.M., Friday, April 3, 2015.**

Questions should be directed to Richard Fixler, Assistant Airport Director, Engineering & Planning, by telephone at (603) 628-6211; by email rfixler@flymanchester.com; or by fax at (603) 628-6213.

Proposals may be sent to:

Kathy Tarbox
Manchester-Boston Regional Airport
Engineering & Planning
6 Industrial Drive, Suite 2
Londonderry, NH 03053

RCCSF and AHU Replacement Project
CM Proposal Ratings

Summary

| Item | Description | 2 | | 3 | | 4 | | 3 | | 1 | | 5 | |
|------|---------------|------------|-------|--------|-------|-----|-------|---------|-------|--------|------|--------------|--|
| | | Engleberth | | Hutter | | DEW | | Gilbane | | Harvey | | North Branch | |
| 1 | Dave Bush | 86 | 106 | | 100.5 | | 100 | | 120 | | 91 | | |
| 2 | Brian O'Neill | 63 | 67.5 | | 68 | | 68.5 | | 68.5 | | 65 | | |
| 3 | John Adams | 95.5 | 99.5 | | 97.5 | | 101 | | 121.5 | | 93.5 | | |
| 4 | Carl Braley | 105.5 | 107.5 | | 107 | | 108 | | 108.5 | | 104 | | |
| 5 | Mike Venti | 92 | 62.5 | | 62 | | 68 | | 99 | | 73.5 | | |
| 6 | Mike Legere | 45.5 | 49.5 | | 41 | | 45 | | 52.5 | | 44 | | |
| 7 | Rich Fixler | | | | | | | | | | | | |
| 8 | Sean Landry | 93 | 80 | | 81 | | 82 | | 88 | | 74 | | |
| 10 | Rich Pizzi | | | | | | | | | | | | |
| | | 580.5 | 572.5 | | 557 | | 572.5 | | 658 | | 545 | | |



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

| | |
|-----------------------|--|
| Date of Offer | SEP 09 2015 |
| Airport/Planning Area | Manchester Airport |
| AIP Grant Number | 3-33-0011-104-2015 |
| DUNS Number | 075339106 |
| 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 2, 2015, for a grant of Federal funds for a project at or associated with the Manchester Airport, which is included as part of this Grant Agreement; and

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

Modify Terminal Building – Replace Airline Terminal Building Roof Top Air Handling Units (Phase I),

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,003,917. 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
 - \$2,003,917 for airport development or noise program implementation
 - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **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. 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. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **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 Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 15, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project 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 Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor 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 Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is 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. **System for Award Management (SAM) Registration And Universal Identifier.**

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

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

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA 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. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **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 FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance 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 which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Primary Airports.** 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 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 project.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **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, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or

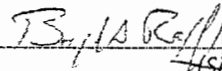
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. **Exhibit "A" Incorporated by Reference.** The Exhibit "A" updated February 24, 2015, filed with AIP Project 3-33-0011-101-2015, is incorporated herein by reference.

21. **Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Replace Airline Terminal Roof Top Air Handling Units included in the project must not exceed 82.34 percent of the actual cost of the entire building.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the 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 become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Mr. Bryon H. Rakoff

(Typed Name)


Acting Manager, Airports Division, New England Region

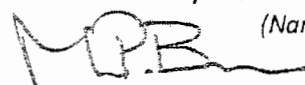
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PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.¹
Executed this 10th day of September, 2015.


Assistant City Clerk

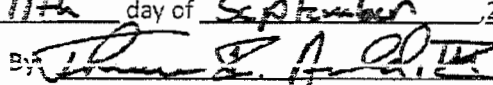
City of Manchester, New Hampshire
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: Mark Paul Brewer
(Typed Name of Sponsor's Designated Official Representative)
Title: Airport Director
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at Manchester, NH (location) this 11th day of September, 2015.
By: 
(Signature of Sponsor's Attorney)

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