

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

July 3, 2019
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 **retroactively** award a grant to the City of Manchester (Vendor Code 177433), AIP-116, to reconstruct Taxiway H north of the Runway 24 intersection at the Manchester-Boston Regional Airport. State and Federal participation in the amount of \$732,060.00 is effective upon Governor and Council approval through June 20, 2023. 95% Federal Funds, 5% General Funds.

Funding is available as follows:

	<u>FY 2020</u>
04-96-96-960030-7537	
FAA Projects	
034-500161 New Construction	\$732,060.00

EXPLANATION

A Federal Aviation Administration (FAA) grant was **retroactively** awarded, totaling \$693,531.00 to reconstruct Taxiway H north of the Runway 24 intersection at the Manchester-Boston Regional Airport. This project reconstructed approximately 150 feet of Taxiway H due to a sink hole that was detected in the pavement during an airport safety inspection in 2018. It was determined that the subgrade soils under this section of pavement (Taxiway H) was not stable and therefore could not support the weight of a commercial airliner.

Due to the location of this pavement failure, a taxiway providing access to the approach end of Runway 17, it was required that all heavy aircraft back-taxi on Runway 17 to utilize the full length of the runway for take-off. Due to the unsafe pavement conditions, this project was expeditiously completed prior to the execution of the FAA grant, and therefore this request is **retroactive**.

The breakdown of this project is as follows:

Preliminary Soils Investigations	\$ 22,315.00
Engineering (Jacobs Engineering)	\$ 41,280.00
Resident Engineering (Jacobs Engineering)	\$ 48,706.00
Construction (Sargent Corporation)	\$ 627,730.00
Airport Personnel to provide escorts to the Airport Operations Area (AOA)	<u>\$ 30,559.00</u>
Project Total	\$ 770,590.00


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 \$38,529.00 (5% of this project) is also requested. The City of Manchester will participate in the amount of \$38,530.00 (5% of this project). The total cost of this airport improvement project is \$770,590.00.

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, 2015, 220:1, XVI- A1.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments
VS/tls

JACOBS

Bid Tabulation for Bid Opening on October 5, 2018 @ 1:00 PM
 Reconstruct 150+/-Taxway 'H' North of the Runway 24 Intersection
 FAA AIP No. 3-33-0011-TBD-2019
 City Bid No. FY19-005-14
 Manchester-Boston Regional Airport

Sargent Corporation

ENGINEER

RS Audley, Inc.

Continental Paving, Inc.

ITEM #	DESCRIPTION	BID QTY.	UNIT	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
G-001-1	Safety and Phasing	1	LS	\$ 61,300.00	\$ 61,300.00	\$ 75,000.00	\$ 75,000.00	\$ 35,000.00	\$ 35,000.00	\$ 25,000.00	\$ 25,000.00
G-001-2	Contractors Safety Plan Compliance Document	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
G-001-3	Gate Guard	1	AL	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
G-001-4	Safety Barricades	20	EA	\$ 250.00	\$ 5,000.00	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00	\$ 800.00	\$ 16,000.00
G-001-5	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 32,692.88	\$ 32,692.88	\$ 45,000.00	\$ 45,000.00	\$ 100,000.00	\$ 100,000.00
G-002-1	As-Built Plans	1	FLS	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
M-001-1	Geotextile	2,000	SY	\$ 2.00	\$ 4,000.00	\$ 4.75	\$ 9,500.00	\$ 5.00	\$ 10,000.00	\$ 5.00	\$ 10,000.00
M-001-2	Geogrid	13,850	SY	\$ 4.00	\$ 55,400.00	\$ 4.75	\$ 65,787.50	\$ 12.00	\$ 166,200.00	\$ 20.00	\$ 277,000.00
M-001-3	Open Graded Material	320	CY	\$ 48.00	\$ 14,720.00	\$ 70.00	\$ 22,400.00	\$ 60.00	\$ 19,200.00	\$ 50.00	\$ 16,000.00
M-001-4	Structural Fill	1,850	CY	\$ 43.00	\$ 79,950.00	\$ 70.00	\$ 115,500.00	\$ 50.00	\$ 82,500.00	\$ 50.00	\$ 82,500.00
P-152-1	Unclassified Excavation	3,400	CY	\$ 24.00	\$ 81,600.00	\$ 10.00	\$ 34,000.00	\$ 17.00	\$ 57,800.00	\$ 20.00	\$ 68,000.00
P-152-2	Removal of Heavy Duty Bituminous Pavement	2,400	SY	\$ 6.00	\$ 14,400.00	\$ 10.00	\$ 24,000.00	\$ 14.00	\$ 33,600.00	\$ 10.00	\$ 24,000.00
P-154-1	Subbase Course	1,200	CY	\$ 35.00	\$ 42,000.00	\$ 35.00	\$ 42,000.00	\$ 45.00	\$ 54,000.00	\$ 25.00	\$ 30,000.00
P-156-1	Sediment Barrier - Silt Fence	1,200	LF	\$ 3.00	\$ 3,600.00	\$ 8.00	\$ 9,600.00	\$ 3.00	\$ 3,600.00	\$ 5.00	\$ 6,000.00
P-156-2	Sediment Barrier - Straw Wattle	200	LF	\$ 7.00	\$ 1,400.00	\$ 5.00	\$ 1,000.00	\$ 10.00	\$ 2,000.00	\$ 20.00	\$ 4,000.00
P-156-3	Inlet Protection	2	EA	\$ 300.00	\$ 600.00	\$ 450.00	\$ 900.00	\$ 350.00	\$ 700.00	\$ 500.00	\$ 1,000.00
P-209-1	Crushed Aggregate Base Course	400	CY	\$ 58.00	\$ 23,200.00	\$ 45.00	\$ 18,000.00	\$ 55.00	\$ 22,000.00	\$ 30.00	\$ 12,000.00
P-401-1	Bituminous Surface Course	600	TON	\$ 120.00	\$ 72,000.00	\$ 125.00	\$ 75,000.00	\$ 125.00	\$ 75,000.00	\$ 120.00	\$ 72,000.00
P-403-1	Bituminous Base Course	850	TON	\$ 100.00	\$ 85,000.00	\$ 125.00	\$ 106,250.00	\$ 105.00	\$ 89,250.00	\$ 100.00	\$ 85,000.00
P-603-1	Bituminous Tack Coat	720	GAL	\$ 3.50	\$ 2,520.00	\$ 3.50	\$ 2,520.00	\$ 3.15	\$ 2,268.00	\$ 3.00	\$ 2,160.00
P-605-1	Saw and Seal Bituminous Pavement Joints	885	LF	\$ 8.50	\$ 5,852.50	\$ 5.00	\$ 3,325.00	\$ 4.00	\$ 2,860.00	\$ 5.00	\$ 3,325.00
P-620-1	Permanent Pavement Markings	3,650	SF	\$ 2.75	\$ 10,037.50	\$ 3.00	\$ 10,950.00	\$ 2.60	\$ 9,490.00	\$ 4.00	\$ 14,600.00
P-620-2	Black Paint	4,000	SF	\$ 1.65	\$ 6,600.00	\$ 3.00	\$ 12,000.00	\$ 1.60	\$ 6,400.00	\$ 3.50	\$ 14,000.00
P-620-3	Paint Removal	250	SF	\$ 2.20	\$ 550.00	\$ 2.50	\$ 625.00	\$ 2.10	\$ 525.00	\$ 10.00	\$ 2,500.00
P-620-4	Surface Painted Holding Position Sign	2	EA	\$ 1,350.00	\$ 2,700.00	\$ 600.00	\$ 1,200.00	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00
Subtotal					\$627,730.00		\$686,660.38		\$743,893.00		\$891,086.00

Bid Summary	\$623,730.00	\$743,893.00	\$891,086.00
Difference	\$4,000.00	\$0.00	\$0.00

Note: Sargent's bid has a math error on item M-001-2. The corrected error did not effect the outcome of the bids.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Date of Offer	<u>JUN 10 2019</u>
Airport/Planning Area	<u>Manchester Airport</u>
AIP Grant Number	<u>3-33-0011-116-2019</u>
DUNS Number	<u>075339106</u>
TO:	<u>City of Manchester, New Hampshire</u>
	(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 November 9, 2018, 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:

Reconstruct Taxiway H North of Runway 24 Intersection (approx. 150 LF),

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, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) 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 \$693,531. 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;
 - \$693,531 airport development or noise program implementation; and,
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor. The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343). The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
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. 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 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. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the 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 Sponsor.
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 project unless this offer has been accepted by the Sponsor on or before July 19, 2019, or such subsequent date as may be prescribed in writing by the FAA.

9. **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 for 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.
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 which may arise from, or be incident to, compliance with this grant agreement.
11. **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. 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 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **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.
13. **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 amendment 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. 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.
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 FAA may suspend, cancel, or terminate this agreement.

15. **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.
16. **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.
17. **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.
18. **Audits for 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/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar 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, 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.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 15, 2018, is incorporated herein by reference and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 24. 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.

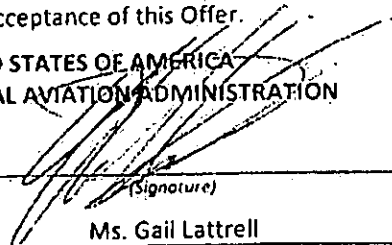
chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to 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>.

25. 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.
26. **Pavement Maintenance Management Program**. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and

- d. Maintenance scheduled or performed.
- 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 27. **Force Account:** The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA approval for the force account information.

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)

Ms. Gail Lattrell

(Typed Name)

Deputy Director, Airports Division

(Title of FAA Official)

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 21st day of JUNE, 2019.

City of Manchester, New Hampshire

(Name of Sponsor)

[Handwritten Signature]

(Signature of Sponsor's Authorized Official)

By:

THOMAS KIRNEY, A.A.C.

(Typed Name of Sponsor's Authorized Official)

Title:

ATTORNEY GENERAL

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, PETER S. CHIEA, acting as Attorney for the Sponsor do hereby certify:
(Typed/Printed 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 CITY HALL (Location) this 21st day of JUNE, 2019

By:

[Handwritten Signature]

(Signature of Sponsor's Attorney)

¹Knowingly 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.