



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

October 9, 2018  
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 award a grant to the City of Manchester (Vendor Code 177433), AIP-115, to rehabilitate a portion of Taxiway A and a portion of Taxiway F at the Manchester-Boston Regional Airport. State and Federal participation in the amount of \$3,218,903.00 is effective upon Governor and Council approval through September 23, 2022. 95% Federal Funds, 5% General Funds.

Funding is available as follows:

FY 2019

04-96-96-960030-7537

FAA Projects

034-500161 New Construction

\$3,218,903.00

EXPLANATION

A FAA grant was awarded, totaling \$3,049,487.00 (90% of this project) to rehabilitate a portion of Taxiway A (2,203 LF) and a portion of Taxiway F (250 LF) at the Manchester-Boston Regional Airport.

This project will rehabilitate the pavement and install taxiway centerline lighting on portions of Taxiway A and Taxiway F to bring the airport geometry to meet current FAA standards. This project will provide a safer operating area for aircraft using the Manchester Airport. This project is part of the Runway Incursion Mitigation (RIM) Project(s).

In coordination with FAA, it was determined, through a RIM study project, approved by Governor Council on August 24, 2016, Item #26 (attached), that the airport had several locations that were identified to be safety "hot spots" with potential for runway incursions. A runway incursion is any occurrence at an airport involving the incorrect presence of an aircraft, vehicle or person on the protected area of a surface designated for the landing and take-off of aircraft.

The Airport received three bids for this project. The low bid was provided by R.S. Audley. The project breakdown is as follows:

Engineering Fees for Construction Administration (Jacobs)	\$ 44,859.00
Resident Engineering and Material Testing (Jacobs & S.W. Cole)	\$ 86,253.00
Construction (Low bid R.S. Audley)	\$3,210,813.00
Force Account (Manchester Airport escorting vehicles on the airside of airport)	\$ 46,394.00
Total	\$3,388,319.00

This RIM project (Reconstruct a portion of Taxiways A and F – Construction Phase Services) was originally bid with additional reconstruction work to Taxiway E. The original project (Taxiway’s A, F, and E) was put out to bid. The original project total cost was \$4,959,534.00. R. S. Audley was the only bidder for this project. The bid tabulation is attached for reference.

This project was funded with FAA Supplemental Appropriation funds that provided additional discretionary funds to complete this RIMS project. FAA did not have enough funds to carry out the entire project, but they could attain a usable unit of work by reconstructing portions of just Taxiways A and F. FAA computed what they considered a proportionate share of the total project costs to cover just those portions of Taxiways A and F (68.319%) or \$3,388,319.00.

No new bid tab was created by the airport sponsor as a result of FAA’s actions. The following reflects the FAA approved modified bid award.

	<u>Original Bid</u>	<u>Funding Proportion</u>	<u>FAA-Modified Bid</u>
R.S. Audley:	\$4,699,713.50	68.319%	\$3,210,813.00

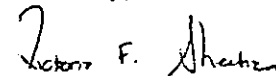
The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Manchester in accordance with RSA 422:15. State participation in the amount of \$169,416.00 (5% of this project) is also requested. The City of Manchester will participate in the amount of \$169,416.00 (5% of this project). The total cost of this airport improvement project is \$3,388,319.00.

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/tsl



U.S. Department of Transportation  
Federal Aviation Administration

**GRANT AGREEMENT**

**PART I - OFFER**

---

Date of Offer	<b>SEP 21 2018</b>
Airport/Planning Area	Manchester Airport
Supplemental Appropriation Grant Number	3-33-0011-115-2018
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 , 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:

Rehabilitate a Portion of Taxiway A (2,203 LF) and a Portion of Taxiway F (250 LF),  
which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Consolidated Appropriation Act, 2018, Public Law Number 115-141, Section 185, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated 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, CONDITIONS, AND PRIORITY CONSIDERATIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,049,487. 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;
  - \$3,049,487 airport development or noise program implementation; and,
  - \$0 for land acquisition.
2. **Period 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 Consolidated Appropriations Act, 2018 (Public Law Number 115-141), 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 September 26, 2018**, 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 eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of Supplemental Appropriation Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the 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 supplemental appropriation funds will be available until September 20, 2020.
- 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 until September 20, 2020;
  - C. May be increased by not more than 15 percent for land project until September 20, 2020.
- 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. Priority Consideration 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 March 2015 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. 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.

**25. Project which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:

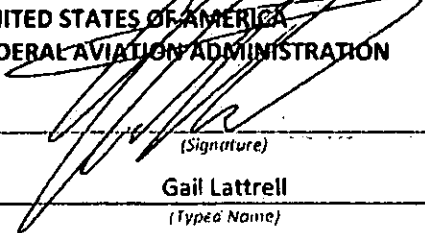
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
  - 4. Qualifications of engineering supervision and construction inspection personnel;



- 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
26. **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)

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.<sup>1</sup>

Executed this 24<sup>th</sup> day of September, 2018.

City of Manchester, New Hampshire

*(Name of Sponsor)*

  
*(Signature of Sponsor's Authorized Official)*

By:

Thomas J. Malafrante  
*(Typed Name of Sponsor's Authorized Official)*

Title:

Interim Airport Director  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, PETER R. CHESA, BSR, 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 MANCHESTER (location) this 24<sup>th</sup> day of SEPTEMBER, 2018

By:   
*(Signature of Sponsor's Attorney)*

<sup>1</sup>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.



Bld Tabulation  
 Rehabilitate a Portion of Taxiway 'A' and Taxiway 'F'  
 Manchester-Boston Regional Airport

by: JPP  
 checked: SST  
 date: 8/27/2018

ITEM #	DESCRIPTION	BID QTY.	UNIT	Engineers Estimate		R.S. Audley	
				UNIT COST	COST	UNIT COST	COST
G-001-1	Safety and Phasing	1	LS	\$ 20,000.00	\$20,000	\$ 127,000.00	\$127,000
G-001-2	Contractors Safety Plan Compliance Document	1	LS	\$ 2,000.00	\$2,000	\$ 3,500.00	\$3,500
G-001-3	Gate Guard	1	AL	\$ 15,000.00	\$15,000	\$ 15,000.00	\$15,000
G-001-4	Safety Barricades	300	EA	\$ 100.00	\$30,000	\$ 200.00	\$60,000
G-001-5	Mobilization (5%)	1	LS	\$ 203,127.38	\$203,127	\$ 232,000.00	\$232,000
G-002-1	As-Built Plans	1	FLS	\$ 20,000.00	\$20,000	\$ 20,000.00	\$20,000
G-002-2	GIS Conversion	1	LS	\$ 7,500.00	\$7,500	\$ 3,000.00	\$3,000
G-002-3	Aerial Photographs	1	LS	\$ 10,000.00	\$10,000	\$ 4,000.00	\$4,000
M-001-1	Runway Down Time	1	AL	\$ 30,000.00	\$30,000	\$ 30,000.00	\$30,000
M-002-1	Bituminous Pavement Milling - 4" Nominal Depth	36,750	SY	\$ 5.00	\$183,750	\$ 4.75	\$174,563
M-003-1	Crack Sealing	4,000	LF	\$ 3.00	\$12,000	\$ 2.25	\$9,000
M-004-1	Stone Fill	210	CY	\$ 40.00	\$8,400	\$ 60.00	\$12,600
P-152-1	Unclassified Excavation	22,000	CY	\$ 10.00	\$220,000	\$ 6.00	\$132,000
P-152-2	Rock Excavation	10	CY	\$ 100.00	\$1,000	\$ 150.00	\$1,500
P-152-3	Removal of Heavy Duty Pavement	410	SY	\$ 15.00	\$6,150	\$ 6.00	\$2,460
P-152-4	Removal of Light Duty Pavement	15,100	SY	\$ 5.00	\$75,500	\$ 4.50	\$67,950
P-152-5	Removal of Pipes (>6")	750	LF	\$ 15.00	\$11,250	\$ 18.00	\$13,500
P-152-6	Removal of Structures	2	EA	\$ 1,500.00	\$3,000	\$ 450.00	\$900
P-152-7	Removal of Cable	1,500	LF	\$ 1.00	\$1,500	\$ 0.35	\$525
P-152-8	Embankment in Place	1,600	CY	\$ 12.00	\$19,200	\$ 7.50	\$12,000
P-153-1	Controlled Low Strength Material (CLSM)	25	CY	\$ 100.00	\$2,500	\$ 190.00	\$4,750
P-154-1	Subbase Course	9,150	CY	\$ 30.00	\$274,500	\$ 25.00	\$228,750
P-156-1	Stormwater Pollution Prevention Plan and Monitoring	1	LS	\$ 30,000.00	\$30,000	\$ 10,000.00	\$10,000
P-156-2	Sediment Barrier	2,600	LF	\$ 3.50	\$9,100	\$ 10.00	\$26,000
P-156-3	Inlet Protection	11	EA	\$ 350.00	\$3,850	\$ 450.00	\$4,950
P-156-4	Erosion Control Blankets	950	SY	\$ 3.00	\$2,850	\$ 2.00	\$1,900
P-209-1	Crushed Aggregate Base Course	4,100	CY	\$ 40.00	\$164,000	\$ 30.00	\$123,000
P-401-1	Bituminous Surface Course	10,100	TON	\$ 95.00	\$959,500	\$ 120.00	\$1,212,000
P-403-1	Bituminous Base Course	5,800	TON	\$ 80.00	\$464,000	\$ 100.00	\$580,000
P-603-1	Bituminous Tack Coat	10,550	GAL	\$ 3.50	\$36,925	\$ 3.50	\$36,925
P-605-1	Saw and Seal Bituminous Pavement Joints	6,300	LF	\$ 5.00	\$31,500	\$ 3.00	\$18,900

ITEM #	DESCRIPTION	BID QTY.	UNIT	Engineers Estimate		R.S. Audley	
				UNIT COST	COST	UNIT COST	COST
P-620-1	Permanent Pavement Markings	14,500	SF	\$ 2.50	\$36,250	\$ 2.20	\$31,900
P-620-2	Black Paint	9,400	SF	\$ 1.50	\$14,100	\$ 1.65	\$15,510
P-620-3	Surface Painted Signs	1,550	SF	\$ 5.00	\$7,750	\$ 3.30	\$5,115
P-620-4	Paint Marking Removal	2,600	SF	\$ 2.50	\$6,500	\$ 2.20	\$5,720
P-621-1	Saw-Cut Grooving	12,310	SY	\$ 2.75	\$33,853	\$ 2.80	\$32,006
D-701-1	12-Inch Reinforced Concrete Pipe	2,120	LF	\$ 25.50	\$54,060	\$ 60.00	\$127,200
D-701-2	15-Inch Reinforced Concrete Pipe	220	LF	\$ 30.50	\$6,710	\$ 65.00	\$14,300
D-701-3	24-Inch Reinforced Concrete Pipe	150	LF	\$ 48.00	\$7,200	\$ 85.00	\$12,750
D-701-4	30-Inch Reinforced Concrete Pipe	370	LF	\$ 55.00	\$20,350	\$ 100.00	\$37,000
D-705-1	6-Inch Underdrain Pipe	2,620	LF	\$ 20.00	\$52,400	\$ 35.00	\$91,700
D-705-2	Underdrain Cleanout	11	EA	\$ 1,200.00	\$13,200	\$ 850.00	\$9,350
D-705-3	Cap Underdrain Cleanout	13	EA	\$ 500.00	\$6,500	\$ 750.00	\$9,750
D-705-4	Adjust Cleanout Cover	7	EA	\$ 250.00	\$1,750	\$ 350.00	\$2,450
D-751-1	48-Inch Diameter Catch Basin	2	EA	\$ 3,000.00	\$6,000	\$ 5,500.00	\$11,000
D-751-2	48-Inch Diameter Manhole	6	EA	\$ 3,000.00	\$18,000	\$ 5,500.00	\$33,000
D-751-3	72-Inch Diameter Catch Basin	1	EA	\$ 5,000.00	\$5,000	\$ 8,000.00	\$8,000
D-751-4	72-Inch Diameter Manhole	1	EA	\$ 5,000.00	\$5,000	\$ 8,000.00	\$8,000
D-751-5	Adjust Frames and Covers	5	EA	\$ 1,250.00	\$6,250	\$ 750.00	\$3,750
L-100-1	Modifications to ALCMS Equipment	1	AL	\$ 22,000.00	\$22,000	\$ 22,000.00	\$22,000
L-108-1	No. 8 AWG, 5KV, L-824, Type C Cable	20,340	LF	\$ 2.00	\$40,680	\$ 1.25	\$25,425
L-108-2	No. 6 AWG, Solid, Bare Counterpoise Wire	12,910	LF	\$ 2.00	\$25,820	\$ 1.00	\$12,910
L-110-1	Concrete Encased Electrical Conduit, 1-way 2" Schedule 40 PVC	12,200	LF	\$ 15.00	\$183,000	\$ 9.00	\$109,800
L-110-2	Concrete Encase Existing Ductbank	100	LF	\$ 45.00	\$4,500	\$ 45.00	\$4,500
L-125-1	Base Mounted L-850C Semi-Flush Runway Edge Light	2	EA	\$ 2,700.00	\$5,400	\$ 3,000.00	\$6,000
L-125-2	Base Mounted L-861T Elevated Taxiway Edge Light	88	EA	\$ 1,100.00	\$96,800	\$ 1,305.00	\$114,840
L-125-3	Base Mounted L-852 Semi-Flush Taxiway Centerline Light	103	EA	\$ 2,700.00	\$278,100	\$ 3,375.00	\$347,625
L-125-4	Base Mounted L-804 Elevated Runway Guard Light	4	EA	\$ 3,500.00	\$14,000	\$ 3,850.00	\$15,400
L-125-5	Base Mounted L-852G Semi-Flush Runway Guard Light	34	EA	\$ 2,700.00	\$91,800	\$ 2,650.00	\$90,100
L-125-6	Base Mounted Field Lightning Arrestor	1	EA	\$ 3,500.00	\$3,500	\$ 1,900.00	\$1,900
L-125-7	Removal of Existing Fixture	83	EA	\$ 100.00	\$8,300	\$ 25.00	\$2,075
L-125-8	Remove and Reinstall Semi-Flush Runway Edge Light	2	EA	\$ 750.00	\$1,500	\$ 2,500.00	\$5,000

ITEM #	DESCRIPTION	BID QTY.	UNIT	Engineers Estimate		R.S. Audley	
				UNIT COST	COST	UNIT COST	COST
L-858-1	New Lighted Guidance Sign, - 1 Module	4	EA	\$ 3,750.00	\$15,000	\$ 5,000.00	\$20,000
L-858-2	New Lighted Guidance Sign, - 2 Module	2	EA	\$ 4,375.00	\$8,750	\$ 7,500.00	\$15,000
L-858-3	New Lighted Guidance Sign, - 3 Module	7	EA	\$ 5,000.00	\$35,000	\$ 12,000.00	\$84,000
L-858-4	Removal of Existing Guidance Sign	13	EA	\$ 1,000.00	\$13,000	\$ 100.00	\$1,300
T-901-1	Seeding	43,250	SY	\$ 1.00	\$43,250	\$ 0.50	\$21,625
T-905-1	Topsoiling	7,210	CY	\$ 30.00	\$216,300	\$ 24.00	\$173,040
<b>Total</b>					<b>\$4,285,674.88</b>		<b>\$4,699,713.50</b>



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

26

August 5, 2016  
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 retroactively award a grant to the City of Manchester (Vendor Code 177433), AIP-106, in the amount of \$94,762.50 to conduct a Runway Incursion Mitigation Study (RIMS) for the Manchester-Boston Regional Airport, effective upon Governor and Council approval from December 22, 2015 through August 31, 2020. 90% Federal Funds, 5% General Funds, 5% Local Funds.

Funding is available as follows:

04-96-96-960030-7976	<u>FY 2017</u>
FAA Projects	
034-500152 Design/Study	\$94,762.50

EXPLANATION

A Federal Aviation Administration (FAA) grant was awarded, totaling \$89,775.00 to conduct a RIMS study for the Manchester-Boston Regional Airport. This project is retroactive because it commenced December 2015 and was completed May 2016 prior to the issuance of the FAA grant in order to address FAA's national priority for mitigating runway incursion safety threats. This project was advanced prior to the issuance of the FAA grant and G&C approval to quickly address runway safety concerns the FAA had. The project moved forward with FAA coordination but because of lack of FAA funding appropriations for Federal FY 2016 during the time this project was carried out, FAA authorized the airport to move forward with the project with the understanding the FAA funding for this study was anticipated to materialize later in the fiscal year.

In coordination with FAA, it was determined that the airport had several locations on the airport that were identified to be safety "hot spots" for the potential for runway incursions. A runway incursion is any occurrence at an airport involving the incorrect presence of an aircraft, vehicle or person on the protected area of a surface designated for the landing and take-off of aircraft. The study was necessary to

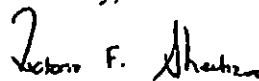
develop and evaluate alternatives to mitigate the identified "hot spots." In an effort to make the critical safety infrastructure repairs to the airport geometry (to eliminate the "hot spots") in a timely manner, this study/evaluation was expedited prior to the availability of FAA funds with FAA's concurrence. The preferred alternative recommended in the study to mitigate for the "hot spots" will be funded by a future FAA grant.

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 \$4,987.50 (5% of this project) is also requested. The City of Manchester will participate in the amount of \$4,987.50 (5% of this project). The total cost of this airport improvement project is \$99,750.00.

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,



Victoria F. Sheehan  
Commissioner

Attachment  
VS/tls

RECEIVED

3-33-0011-106-2016

JUL 11 2016

NH AERONAUTICS



U.S. Department  
of Transportation  
Federal Aviation  
Administration

GRANT AGREEMENT

PART I - OFFER

Date of Offer	<u>June 29, 2016</u>
Airport/Planning Area	<u>Manchester Airport</u>
AIP Grant Number	<u>3-33-0011-106-2016</u>
DUNS Number	<u>075339106</u>

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 April 28, 2016, 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:

Conduct Miscellaneous Study - RIM Study for Planning Purposes,

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 \$89,775. 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):
  - \$89,775 for planning.
  - \$0 for airport development or noise program implementation.
  - \$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 project 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 and 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. 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 13, 2016, 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 anti-trust 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.
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. **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 866-705-5771) 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 grant.
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 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.
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 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. Trafficking in Persons.**

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) 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). Prohibitions include:
  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 Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

#### **22. 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.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 4, 2015 attached to AIP grant 3-33-0011-101-2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

24. 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.

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)

Gail Lattrell  
(Typed Name)

Acting Manager, 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.<sup>1</sup>

Executed this 1<sup>st</sup> day of July, 2016.

*Walter Hammond* City Clerk

City of Manchester, New Hampshire

*[Signature]*

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: Mark Paul Brewer

(Typed Name of Sponsor's Authorized Official)

Title: Airport Director

(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Thomas R Clark, 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 this 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<sup>NH</sup> (location) this 1<sup>st</sup> day of July, 2016.

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

<sup>1</sup> 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.