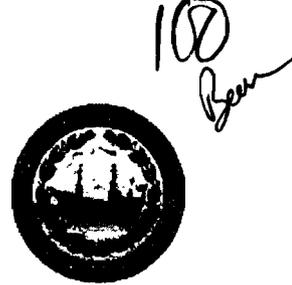




**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



**CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER**

**JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER**

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

August 8, 2013
Bureau of Aeronautics

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the City of Manchester (Vendor Code 177433), AIP-94, to reconstruct a portion of the airport's terminal apron and to make improvements to two taxiways at the Manchester-Boston Regional Airport. State and Federal participation in the amount of \$4,265,286.00 is effective upon Governor and Council approval through August 31, 2017. 94.74% Federal Funds, 5.26% General Funds.

Funding is available as follows:	<u>FY 2014</u>
04-96-96-960030-0997 FAA Projects	
034-500151 Bonded Expenses	\$4,153,041.50
04-96-96-960030-1789 FAA Projects	
034-500151 Bonded Expenses	<u>\$ 112,244.50</u>
Total	\$4,265,286.00

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for \$4,040,797.00 (copy attached), which represents 90% of funding to reconstruct a portion of the airport's terminal apron and to make improvements to two taxiways at the Manchester-Boston Regional Airport.

This project will reconstruct a portion of the airport's terminal apron that has deteriorated due to Alkali-Silica Reaction (ASR) in the Portland Cement Concrete (PCC) pavement. Approximately 23,000 square yards of deteriorated PCC pavement will be replaced. In addition to the reconstruction of the airport's terminal apron, Taxiways N and E will also be rehabilitated and taxiway centerline lights will be upgraded.

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 \$224,489.00

(5% of this project) is also requested. The City of Manchester will participate in the amount of \$224,489.00 (5% of this project). The total cost of this airport improvement project is \$4,489,775.00.

The breakdown of this project is as follows:

Administration	\$	1,903.98
Engineering Design Fees (Jacobs Engineering)	\$	146,011.00
Survey (Eric. C. Mitchell & Associates)	\$	1,750.00
Projects Inspection (Jacobs Engineering)	\$	181,099.00
Materials Testing (SW Cole Engineering)	\$	127,088.00
Construction Cost (Continental Paving and Interstate Electric)	\$	3,920,342.50
Force Account	\$	<u>111,580.52</u>
Total	\$	4,489,775.00

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

Please note that the state funds are from the General Fund and have been previously approved in HB25, 2011 253:1 XIV-A and 2009, 145:1, XII- A, Capital Budget.

Sincerely,



Christopher D. Clement, Sr.
Commissioner

Attachment
CDC/tls1

JACOBS

Bid Tabulation
 Reconstruct Terminal Apron - Phase II
 Bid Opening 4/24/13
 AIP # 3-33-0011-94
 City Bid # FY13-805-58

by: SST
 checked: JRH

ITEM #	DESCRIPTION	QTY.	UNIT	Continental Paving		Sargent Corporation		Engineer's Estimate	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
M-001-1	Mobilization	1	UN	\$100,000.00	\$100,000.00	\$403,000.00	\$403,000.00	\$ 210,050.00	\$ 210,050.00
M-002-1	Airfield Safety and Phasing	1	LS	\$ 15,000.00	\$15,000.00	\$ 8,000.00	\$8,000.00	\$ 25,000.00	\$ 25,000.00
M-002-2	Contractor's Safety Plan Compliance Document	1	LS	\$ 500.00	\$500.00	\$ 500.00	\$500.00	\$ 3,000.00	\$ 3,000.00
M-002-3	Construction Barricades	95	EA	\$ 350.00	\$33,250.00	\$ 250.00	\$23,750.00	\$ 350.00	\$ 33,250.00
M-003-1	Radios	4	EA	\$ 3,000.00	\$12,000.00	\$ 1,000.00	\$4,000.00	\$ 3,500.00	\$ 14,000.00
M-004-1	Bollards	5	EA	\$ 500.00	\$2,500.00	\$ 600.00	\$3,000.00	\$ 400.00	\$ 2,000.00
M-004-2	Remove and Reset Potable Water Dispenser	2	EA	\$ 2,500.00	\$5,000.00	\$ 800.00	\$1,600.00	\$ 1,500.00	\$ 3,000.00
M-004-3	Relocate ADF Storage Tank	7	EA	\$ 1,500.00	\$10,500.00	\$ 1,500.00	\$10,500.00	\$ 2,000.00	\$ 14,000.00
M-004-4	Remove and Reset Ice Freezer	1	EA	\$ 2,500.00	\$2,500.00	\$ 1,000.00	\$1,000.00	\$ 1,500.00	\$ 1,500.00
M-005-1	Bituminous Pavement Milling	27,000	SY	\$ 1.50	\$40,500.00	\$ 3.50	\$94,500.00	\$ 3.50	\$ 94,500.00
M-006-1	Data Collection for GIS Attribution	1	LS	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00	\$ 5,000.00
P-152-1	Unclassified Excavation	13,000	CY	\$ 30.00	\$390,000.00	\$ 14.00	\$182,000.00	\$ 30.00	\$ 390,000.00
P-152-2	Structure Removal	3	EA	\$ 2,000.00	\$6,000.00	\$ 700.00	\$2,100.00	\$ 750.00	\$ 2,250.00
P-152-3	Pipe Removal	400	LF	\$ 25.00	\$10,000.00	\$ 5.00	\$2,000.00	\$ 20.00	\$ 8,000.00
P-156-1	Trench Drain Inlet Protection	800	LF	\$ 15.00	\$12,000.00	\$ 5.00	\$4,000.00	\$ 6.00	\$ 4,800.00
P-156-2	E&S Control and Stormwater Management Plan	1	LS	\$ 7,500.00	\$7,500.00	\$ 5,000.00	\$5,000.00	\$17,500.00	\$17,500.00
P-209-1	Crushed Aggregate Base Course	2,000	CY	\$ 30.00	\$60,000.00	\$ 30.00	\$60,000.00	\$ 35.00	\$ 70,000.00
P-401-1	Bituminous Concrete Pavement	5,500	TON	\$ 81.00	\$445,500.00	\$ 94.00	\$517,000.00	\$ 90.00	\$ 495,000.00
P-501-1	Heavy Duty Portland Cement Concrete Pavement	18,000	SY	\$ 102.00	\$1,836,000.00	\$ 98.00	\$1,764,000.00	\$ 110.00	\$1,980,000.00
P-501-2	Light Duty Portland Cement Concrete Pavement	5,200	SY	\$ 65.00	\$338,000.00	\$ 78.00	\$405,600.00	\$ 65.00	\$ 338,000.00
P-603-1	Bituminous Tack Coat	5,500	GAL	\$ 1.00	\$5,500.00	\$ 4.00	\$22,000.00	\$ 3.00	\$ 16,500.00
P-605-1	Saw and Seal PCC Pavement Joints	31,000	LF	\$ 3.40	\$105,400.00	\$ 4.00	\$124,000.00	\$ 6.00	\$ 186,000.00
P-605-2	Saw and Seal Bituminous Pavement Joints	3,750	LF	\$ 2.55	\$9,562.50	\$ 3.00	\$11,250.00	\$ 4.00	\$ 15,000.00
P-620-1	Permanent Paint Markings	30,000	SF	\$ 1.20	\$36,000.00	\$ 1.00	\$30,000.00	\$ 1.00	\$ 30,000.00
P-620-2	Temporary Paint Markings	3,500	SF	\$ 1.00	\$3,500.00	\$ 1.00	\$3,500.00	\$ 1.00	\$ 3,500.00
P-620-3	Paint Marking Removal	10,000	SF	\$ 3.00	\$30,000.00	\$ 1.00	\$10,000.00	\$ 2.00	\$ 20,000.00
D-701-1	18" RCP (Class V)	400	LF	\$ 50.00	\$20,000.00	\$ 52.00	\$20,800.00	\$ 50.00	\$ 20,000.00
D-701-2	30" RCP (Class V)	400	LF	\$ 65.00	\$26,000.00	\$ 96.00	\$38,400.00	\$ 60.00	\$ 24,000.00
D-705-1	Remove and Replace UD Cleanouts and Valve Boxes	8	EA	\$ 500.00	\$4,000.00	\$ 700.00	\$5,600.00	\$ 600.00	\$ 4,800.00
D-751-1	Remove and Replace DMH Frame and Cover	6	EA	\$ 2,500.00	\$15,000.00	\$ 1,200.00	\$7,200.00	\$ 3,000.00	\$ 18,000.00
D-751-2	Utility Manhole	2	EA	\$ 15,000.00	\$30,000.00	\$ 16,000.00	\$32,000.00	\$ 10,000.00	\$ 20,000.00
E-201-1	RWIS Upgrade	1	LS	\$ 35,000.00	\$35,000.00	\$ 40,000.00	\$40,000.00	\$ 60,000.00	\$ 60,000.00
L-108-1	No. 8 AWG L-824C Cable	13,000	LF	\$ 0.75	\$9,750.00	\$ 1.20	\$15,600.00	\$ 2.00	\$ 26,000.00
L-108-2	Removal of Existing Cable	13,000	LF	\$ 0.25	\$3,250.00	\$ 0.30	\$3,900.00	\$ 1.00	\$ 13,000.00
L-108-3	Identify and Label Existing Cables in Affected Manholes	1	LS	\$ 3,500.00	\$3,500.00	\$ 3,000.00	\$3,000.00	\$ 5,000.00	\$ 5,000.00
L-109-1	Miscellaneous Work in Vault	1	LS	\$ 3,500.00	\$3,500.00	\$ 2,000.00	\$2,000.00	\$ 2,500.00	\$ 2,500.00
L-110-1	2" 1-Way Concrete Encased PVC Duct Bank	500	LF	\$ 5.00	\$2,500.00	\$ 18.00	\$9,000.00	\$ 7.00	\$ 3,500.00
L-110-2	Intercept 4" 4-Way Concrete Encased Duct Bank	1	LS	\$ 6,000.00	\$6,000.00	\$ 5,000.00	\$5,000.00	\$ 8,000.00	\$ 8,000.00
L-115-1	Junction Can (L-868)	1	EA	\$ 650.00	\$650.00	\$ 1,500.00	\$1,500.00	\$ 1,750.00	\$ 1,750.00
L-125-1	Remove & Replace L-852 LED Taxiway Centerline Light	63	EA	\$ 995.00	\$62,685.00	\$ 1,000.00	\$63,000.00	\$ 1,000.00	\$ 63,000.00
L-125-2	Remove & Replace L-852 LED Taxiway Centerline Light, with height adjustment	10	EA	\$ 1,900.00	\$19,000.00	\$ 2,000.00	\$20,000.00	\$ 1,500.00	\$ 15,000.00
L-125-3	Install new L-852 LED Taxiway Centerline Light in New Base can in Existing Pavement	13	EA	\$ 3,500.00	\$45,500.00	\$ 3,600.00	\$46,800.00	\$ 3,000.00	\$ 39,000.00
L-125-4	Install new L-852 LED Taxiway Centerline Light in New Base can in Mill and Overlay Pavement	9	EA	\$ 3,500.00	\$31,500.00	\$ 3,600.00	\$32,400.00	\$ 3,500.00	\$ 31,500.00
L-125-5	Taxiway Edge Reflectors	50	EA	\$ 85.00	\$4,250.00	\$ 120.00	\$6,000.00	\$ 160.00	\$ 8,000.00
ALL-1	Allowance - Security	1	AL	\$ 75,000.00	\$75,000.00	\$ 75,000.00	\$75,000.00	\$ 75,000.00	\$ 75,000.00
Total					\$3,918,797.50		\$4,124,500.00		\$4,419,900.00



U.S. Department
of Transportation
**Federal Aviation
Administration**

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

**GRANT AGREEMENT
Part 1 - Offer**

Date of Offer: July 22, 2013

Manchester Airport

Project No.: 3-33-0011-094-2013

DUNS No.: 07-533-9106

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 22, 2013,
for a grant of Federal funds for a project at or associated with the Manchester Airport
which Project Application, as approved by the FAA, is hereby incorporated herein and made a
part hereof; and

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

Reconstruct Terminal Apron - Phase II; Mill and Overlay Portions of Taxiways N & E,
all as more particularly shown in the project application.

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

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

Conditions

1. The maximum obligation of the United States payable under this offer shall be \$4,040,797.00. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Title 49 U.S.C., the following amounts are being specified for this purpose.

\$00.00	for planning
\$4,040,797.00	for airport development or noise program implementation.

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

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before **August 23, 2013**, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

10. **Central Contractor Registration and Universal Identifier Requirements:**

A. Requirement for Central Contractor Registration (CCR)

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

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

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

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

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

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

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

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

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

a. Grant Recipient Requirements.

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

b. System User Access.

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

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

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

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

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

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

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

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

15. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** For a project to replace or reconstruct
pavement at the airport, the Sponsor shall implement an effective airport pavement
maintenance management program as is required by Airport Sponsor Assurance Number C-11. The
Sponsor shall use such program for the useful life of any pavement constructed,
reconstructed, or repaired with federal financial assistance at the airport. As a minimum,
the program must conform with the provisions outlined below:

An effective pavement maintenance management program is one that details the
procedures to be followed to assure that proper pavement maintenance, both preventive and
repair, is performed. An airport sponsor may use any form of inspection program it deems
appropriate. The program must, as a minimum, include the following:

a. Pavement Inventory. The following must be depicted in an appropriate form and level
of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have
been constructed, reconstructed, or repaired with federal financial assistance shall be so
depicted.

b. Inspection Schedule.

(1) 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 Advisory Circular 150/5380-6, "Guidelines and Procedures
for Maintenance of Airport Pavements," the frequency of inspections may be extended to three
years.

(2) Drive-By Inspection. A drive-by inspection must be performed a minimum of
once per month to detect unexpected changes in the pavement condition.

c. 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 types of distress, their locations, and remedial action, scheduled or performed,
must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be
recorded.

d. Information Retrieval. An airport sponsor may use any form of record keeping it
deems appropriate, so long as the information and records produced by the pavement survey
can be retrieved to provide a report to the FAA as may be required.

e. Reference. Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for
Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining
airport pavements and establishing an effective maintenance program. Specific types of

distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

16. **PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000:** The Sponsor agrees to perform the following:

a. Furnish a construction management program to FAA prior to the start of construction which shall detail 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 shall 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 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.

(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 control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall 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.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

R. H. Rail
Title: Manager, Airports Division,
ATM New England Region

Part II - Acceptance

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

Executed this 25th day of July, 2013.

City of Manchester, New Hampshire

(SEAL)

J. Brunell
Signature of Sponsor's Designated Official Representative

J. Brian O'Neill
Typed Name of Sponsor's Designated Official Representative

Deputy Airport Director
Typed Title of Sponsor's Designated Official Representative

Attest: *M. Th. Yarmand*

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Thomas I. Arnold, III, acting as Attorney for the Sponsor do hereby certify:

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

Dated at Manchester, NH this 25th day of July, 2013.

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

