



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



25 Ben

**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

September 9, 2014
Bureau of Aeronautics

REQUESTED ACTION

Authorize the Department of Transportation to award a grant to the City of Manchester (Vendor Code 177433), AIP-98, to upgrade the heating, ventilation, and air conditioning system in the terminal building (Phase II) at the Manchester-Boston Regional Airport. State and Federal participation in the amount of \$396,649.69 effective upon Governor and Council approval through October 31, 2018. 94.74% Federal Funds, 5.26% General Funds.

Funding is available as follows:

FY 2015

04-96-96-960030-7976

FAA Projects

034-500162 Repair /Renovation Buildings

\$396,649.69

EXPLANATION

A Federal Aviation Administration (FAA) grant, totaling \$375,773.00, for completing Phase II, upgrades to the heating, ventilation, and air conditioning system in the terminal building at the Manchester-Boston Regional Airport. This project will complete the modifications designed to address deficiencies in the heating and cooling system in the terminal building that have been an ongoing problem. Phase I of this project was granted and approved by Governor & Council On October 3, 2012, Item # 73, (G&C letter attached for reference).

The estimated breakdown for this project (Phase II) is for construction costs at \$507,076.00. FAA regulations require that only equipment serving the public spaces of the terminal building are eligible for FAA grant funds. That being the case, the FAA has concurred that 17.66% of the space improved by this project is not available to the general public and thus ineligible for FAA funding. The City of Manchester will be paying for 100% of the ineligible portion of this project as well as 5% of the eligible portion.

The project shares are broken down as follows:

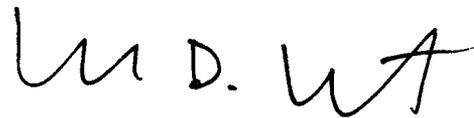
	Public Space (82.34%)	Non-Public Space (17.66%)	Project Totals
FAA Share	\$375,773.00	\$ 0.00	\$375,773.00
NHDOT Share	\$ 20,876.69	\$ 0.00	\$ 20,876.69
City Share	\$ 20,876.69	\$89,549.62	\$110,426.31
Subtotal	\$417,526.38	\$89,549.62	\$507,076.00

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 \$20,876.69 (4.1% of this project) is also requested. The City of Manchester will participate in the amount of \$110,426.31 (21.8% of this project). The total cost of Phase II of this airport improvement project is \$507,076.00.

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,



Christopher D. Clement, Sr.
Commissioner

Attachment
CDC/tls



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>July 23, 2014</u>
Airport/Planning Area	<u>Manchester Airport</u>
AIP Grant Number	<u>3-33-0011-098-2014</u>
DUNS Number	<u>07-533-9106</u>
TO:	<u>City of Manchester, New Hampshire</u> (herein called the "Sponsor")
FROM:	<u>The United States of America</u> (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 7, 2014, 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:

Terminal Building HVAC System Upgrade – Phase II,

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 April 3, 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 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 \$375,773. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$0 for planning
 - \$375,773 for airport development or noise program implementation
 - \$0 for land acquisition.
- 2. Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 3. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 4. Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 5. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 6. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 25, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
- 7. Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or

other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for land project.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When 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 when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
 - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through

conduct that is either—

- a. Associated with performance under this agreement; or
- b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

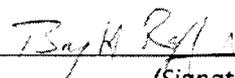
20. **Exhibit A Incorporated by Reference.** The Exhibit "A" updated June 5, 2012, filed with AIP Project 3-33-0011-090-2012, is incorporated herein by reference.

SPECIAL CONDITIONS

- 21. **BUILDING AIP PRORATION:** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the Terminal Building HVAC included in the project must not exceed 82.34 percent of the actual cost of the entire building.
- 22. 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)

Mr. Bryon H Rakoff

(Typed Name)

Acting Manager, Airports Division, New England Region

(Title)

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 25th day of July, 2014.

City of Manchester, New Hampshire

(Name of Sponsor)

J. Baswell

(Signature of Sponsor's Designated Official Representative)

By:

J. Brian O'Neill

(Typed Name of Sponsor's Designated Official Representative)

Title:

Deputy Director

(Typed Title of Sponsor)

J. Baswell

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 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, 2014.

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

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



BID CANVAS

ITEM #	Description	Est. Quantity/Units	Eckhardt & Johnson		Granite State Plumbing		R & H		Palmer & Sicard	
			Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
M-001	Drain Boiler & Dispose Ethylene Glycol	4000 Gal.	\$4.25*	\$ 26,543.00	\$ 6.00	\$ 24,000.00	14.40	\$ 57,600.00	6.55	26,200.00
M-002	Recharge & Air Purge Hot Water Sys	4000 Gal.	\$4.25*	\$ 29,116.00	\$ 8.00	\$ 32,000.00	12.00	\$ 48,000.00	12.10	48,400.00
M-003	Install HWS & HWR Isolation Ball Valves	73 Pairs	\$ 280.00	\$ 20,440.00	\$ 1,815.07	\$ 132,500.11	671.24	\$ 49,000.52	1,084.93	79,199.89
M-004	Remove Existing Hot Water Coils & replace Phase I	62 ea.	\$ 4,512.00	\$ 279,744.00	\$ 5,602.85	\$ 347,376.70	8,011.41	\$ 496,707.42	6,351.61	393,799.82
M-005	Relocate Existing Hot Water Coils & Re-pipe Phase II	14 ea.	\$ 3,445.00	\$ 48,230.00	\$ 2,177.00	\$ 30,478.00	5,865.65	\$ 82,119.10	5,847.14	81,859.96
M-006	Relocate Existing Hot Water Coils & Re-pipe Phase III	68 ea.	\$ 3,128.00	\$ 212,704.00	\$ 2,482.00	\$ 168,776.00	6,168.87	\$ 419,483.16	5,847.14	397,605.52
M-007	Provide & Install Single Titus DTFS3K2C12 & DTFS3K2D14 Fan Powered VAV Box	6 ea.	\$ 7,708.00	\$ 46,248.00	\$ 8,600.83	\$ 51,604.98	10,952.67	\$ 65,716.02	15,216.66	91,299.96
M-008	Provide & Install Single Titus DTFS3KG16 Fan Powered VAV Box	6 ea.	\$ 8,478.00	\$ 50,868.00	\$ 8,822.66	\$ 52,935.96	13,506.00	\$ 81,036.00	15,216.00	91,296.00
M-009	Only Fan Powered VAV Box	5 ea.	\$ 15,845.00	\$ 79,225.00	\$ 17,746.00	\$ 88,730.00	17,816.80	\$ 89,084.00	24,400.00	122,000.00
M-010	Provide & Install Single Titus DTFS3K2G16 Supplementary Cooling	7 ea.	\$ 21,600.00	\$ 151,200.00	\$ 18,343.57	\$ 128,404.99	20,257.58	\$ 141,803.06	31,714.28	221,999.96
M-011	Provide & Install Single Titus DTFS3K2E16 Fan Powered VAV Box	5 ea.	\$ 8,393.00	\$ 41,965.00	\$ 8,087.00	\$ 40,435.00	11,589.00	\$ 57,945.00	18,258.00	91,290.00
M-012	Provide & Install single Titus DTFS3K2G16 Fan Powered VAV Box Test, Balance & Re-commission Fan Powered VAV Boxes & Associated	7 ea.	\$ 9,054.00	\$ 63,378.00	\$ 8,072.00	\$ 56,504.00	11,589.00	\$ 81,123.00	15,215.00	106,505.00
M-013	Existing VAV Roof Top Units	165 ea.	\$ 678.81	\$ 112,003.65	\$ 220.00	\$ 36,300.00	314.27	\$ 51,854.55	1,116.00	184,140.00
M-014	1/10 HP, 277 Volt/1 Phase Replacement Motor	3 ea.	\$ 658.00	\$ 1,974.00	\$ 680.00	\$ 2,040.00	911.34	\$ 2,734.02	1,109.00	3,327.00
M-015	1/4 HP, 277 Volt/1 Phase Replacement Motor	3 ea.	\$ 636.00	\$ 1,908.00	\$ 656.67	\$ 1,970.01	888.00	\$ 2,664.00	1,109.00	3,327.00
M-016	1/3 HP, 277 Volt/1 Phase Replacement Motor	3 ea.	\$ 668.00	\$ 2,004.00	\$ 691.67	\$ 2,075.01	923.00	\$ 2,769.00	1,109.00	3,327.00
M-017	3/4 HP, 277 Volt/1 Phase Replacement Motor	10 ea.	\$ 746.50	\$ 7,465.00	\$ 714.67	\$ 7,146.70	1,022.70	\$ 10,227.00	1,181.00	11,810.00
M-018	Labor to Install One Control Valve Provided	24 ea.	\$ 426.00	\$ 10,224.00	\$ 342.00	\$ 8,208.00	342.00	\$ 8,208.00	630.00	15,120.00
M-019	Provide & Install 3/4" Isolation Ball Valve	2 ea.	\$ 333.50	\$ 667.00	\$ 190.00	\$ 380.00	284.50	\$ 569.00	340.50	681.00
M-020	Provide & Install 1" Isolation Ball Valve	2 ea.	\$ 339.00	\$ 678.00	\$ 195.00	\$ 390.00	293.00	\$ 586.00	350.00	700.00
M-021	Provide & Install 1-1/4" Isolation Ball Valve	2 ea.	\$ 355.50	\$ 711.00	\$ 213.00	\$ 426.00	315.00	\$ 630.00	360.00	720.00
Total				\$ 1,187,295.65		\$ 1,212,681.46		\$ 1,749,858.85		\$ 1,974,608.11
Previously granted in AIP92				\$ 656,887.50						
*Value Engineering adjustments (deduct from original bid)				\$ 23,332.15						
Amount remaining for AIP98				\$ 507,076.00						

*Adjustment included modifications to the balancing and commissioning of the fan powered VAV boxes. The original scope called for full recommissioning of the building. It was decided that only testing and balancing of the affected VAV boxes was needed.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

September 13, 2012
Bureau of Aeronautics

His Excellency, Governor John H. Lynch
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-92, to upgrade heating, ventilation, and air conditioning (HVAC) systems in the airport terminal at the Manchester-Boston Regional Airport. State and Federal participation in the amount of \$647,500.00 is effective upon Governor and Council approval through October 31, 2016. 97.30% Federal Funds, 2.70% General Funds.

Funding is available as follows:

FY 2013

04-96-96-960030-0997

FAA Projects

034-500151 Bonded Expenses

\$647,500.00

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for \$630,000.00 (copy attached), which represents 90% of funding for HVAC system upgrades in the airport terminal at the Manchester-Boston Regional Airport.

This project will provide significant climate control efficiency improvements to the public areas of the terminal building. It will also provide improved maintenance access to the system so it may be serviced or repaired in a timely efficient manner. Additional modifications to the building will include the installation of window film to reduce solar heat gain. The combination of these improvements will achieve the necessary efficient heating and cooling of the terminal building. This project was granted by the FAA based on cost estimates.

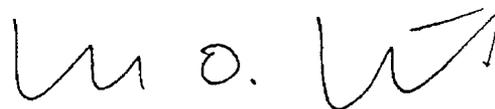
The Department of Transportation accepts the Federal Funds for this project as a pass through to the City of Manchester in accordance with RSA 422:15. State participation in the amount of \$17,500.00 (2½% of this project) is also requested. The City of Manchester will participate in the

amount of \$52,500.00 (7½% of this project). The total cost of this airport improvement project is \$700,000.00.

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 Capital Budget.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", with a stylized flourish at the end.

Christopher D. Clement, Sr.
Commissioner

CDC/tisl

Attachment:



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: August 17, 2012

Manchester Airport

Project No.: 3-33-0011-092-2012

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 August 9, 2012,
for a grant of Federal funds for a project at or associated with the Manchester Airport
which Project Application, as approved by the FAA, is hereby incorporated herein and made a
part hereof; and

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

Terminal HVAC System Upgrade,

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 \$630,000.00. 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
\$630,000.00 for airport development or noise program implementation.

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

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

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

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

6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before September 4, 2012, 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. 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.

12. 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.

13. 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.

14. It is understood and agreed by and between the parties hereto that the United States shall not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs. FAA participation will be limited to those utilities located on private right-of-way or utilities that exclusively serve the Airport.

15. GRANTS ISSUED ON ESTIMATES: It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted based on estimates for terminal HVAC system upgrade; and the parties hereby covenant and agree that within 60 days from the date of acceptance of this Grant Offer, the Sponsor shall receive bids for terminal HVAC system upgrade contained within the grant description.

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

T. Ruffell
Title: Manager, Airports Division,
ACTING New England Region

Part II - Acceptance

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

Executed this 23rd day of August, 2012.
City of Manchester, New Hampshire

(SEAL)

By J. B. Neill
Title: Deputy Airport Director

Attest: Matthew Burman
Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, THOMAS R CLARK, 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 23 day of AUGUST, 2012

T. Clark
Signature of Sponsor's Attorney