THE STATE OF NEW HAMPSHIRE

DEPARTMENT OF TRANSPORTATION

6C

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

June 03, 2025
Bureau of Aeronautics

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to **retroactively** amend a grant to provide additional funding to the City of Manchester, NH (Vendor 177433) for AIP 121, to replace the terminal building and terminal-parking garage connector fire alarm system at the Manchester-Boston Regional Airport. The total Federal and State share of the project, including the amendment, will increase from $1,211,800.00 to $1,342,201.09, which equates to a total increase of $130,401.09. The amendment to the Federal and State participation in the amount of $130,401.09 is available for this project effective retroactive to July 27, 2024, upon Governor and Council. The original grant was approved by the Governor on August 20, 2020, during the pandemic. 95% Federal Funds, 5% General Funds.

Funding is available as follows:

	FY 2026
04-96-96-960030-9342 FAA Projects 034-500161 New Construction	$130,401.09

EXPLANATION

This amendment request is **retroactive**, as in accordance with FAA Order 5100.38D, the FAA/State can amend a grant at the close out of the project to adjust the grant amount to reflect final costs. Once the project is complete, the airport sponsor must wait for federal grant funding to become available from other closed out completed projects before issuing an amendment. The additional funding for this project is now available and being requested at this time. Once approved, the final payment for the work completed (prior to July 27, 2024) can be paid to the City of Manchester and the project can be closed.

An amendment from the Federal Aviation Administration (FAA) has been awarded from which $123,537.88 (or 90% of the amendment eligible project cost) is necessary to replace the terminal building and terminal-parking garage connector fire alarm system at the Manchester-Boston Regional Airport. This project replaced the existing fire alarm system that is currently 25-years old and beyond its useful life. Replacement parts for the current system were no longer supported by the manufacturer and could have rendered it inoperable the next time the system fails.

The airport sponsor requested a grant amendment to AIP-121 to cover additional unforeseen expenses, which were as follows:

- Additional grant administrative expenses.
- Additional engineering and project monitoring due to the extension of the project schedule beyond the original time duration with the contractor.
- Upgrading the equipment to the newly available next generation of fire alarm/mass notification/building integration system. This equipment was not available at the time of designing the project.
- Purchasing additional fire alarm devices totaling $90,798.07, which is not eligible for FAA funds. The airport sponsor will fund 100% of the cost of these devices.

The project benefits the State of NH by keeping the flying public safe in case of a fire or smoke emergencies in the terminal building and parking garage.

The Department of Transportation accepts the Federal Funds in the amount of $123,537.88 for this amendment to the project as a pass through to the City of Manchester in accordance with RSA 422:15. State participation in the amount of $6,863.21 (5% of this amendment for FAA eligible work for this project) is also requested. The City of Manchester will participate in the amount of $97,661.29 (5% of this amendment for eligible work ($6,863.22) this project) and the remaining is for ineligible work ($90,798.07). The total cost of the amendment (including state and local matching shares) is $228,062.38.

A summary breakdown is as follows:

	TOTAL PROJECT-RELATED COST ORIGINAL GRANT		TOTAL COST AMENDMENT #1		TOTAL PROJECT COST-PLUS AMENDMENT #1		REQUESTED ACTION AMENDMENT #1	
	Cost	%	Cost	%	Cost	%	Cost	%
FAA	$ 1,211,800*	100%	$ 123,537.88	54.17%	$ 1,335,337.88	92.74%	$123,537.88	94.74%
State	$ 0	0%	$ 6,863.21	3.01%	$ 6,863.21	0.48%	$ 6,863.21	5.26%
MHT	$ 0	0%	$ 97,661.29	42.82%	$ 97,661.29	6.78%	$ 0.00	0.0%
Total	$ 1,211,800	100%	$ 228,062.38	100%	$ 1,439,862.38	100%	$130,401.09	100%

*The total FAA share was comprised of 90% AIP and 10% CARES Federal funds in the original grant.

The Department has verified that the necessary funds are available. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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-A, 2021, 107:1, XIV,1, Capital Budget.

Sincerely,

William J. Cass, P.E.
Commissioner

Attachments
WC/tlsl

U.S. Department
of Transportation
Federal Aviation Administration

Federal Aviation Administration
New England Region
CT, ME, MA, NH, RI, & VT

L678RJK6JE86
(UEI No)

Manchester-Boston Regional Airport (MHT)
(Airport/Planning Area)

AMENDMENT NO. 1 TO GRANT AGREEMENT AIP GRANT NO. 3-33-0011-121-2020

WHEREAS, the Federal Aviation Administration (hereinafter referred to as the "FAA") has determined it to be in the interest of the United States that the Grant Agreement between the FAA, acting for and on behalf of the United States, and the City of Manchester, NH (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on July 28, 2020 be amended in conformance with the Sponsor's letter dated May 31, 2023 and as hereinafter provided.

NOW THEREFORE, WITNESSETH:

That in consideration of the benefits to accrue to the parties hereto, the FAA on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended as follows:

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 98.98252 percent of the allowable costs, up to the Maximum Obligation amount listed in Condition No. 1, incurred accomplishing the Project as the United States share of the Project. For increases above the Original Maximum Obligation amount listed in Condition No. 1, the federal share shall not exceed 90 percent of the additional allowable costs.

This amendment commits the FAA, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by $123,537.88 (from $1,211,800.00 to $1,335,337.88) to cover the Federal share of the total actual eligible and allowable project costs.

All other terms and conditions of the Grant Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to said Grant Agreement to be duly executed as of

May 12, 2025

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Julie Seltsam-Wilps
Julie Seltsam-Wilps (May 12, 2025 06:24 EDT)
(Signature)

Julie Seltsam-Wilps
(Typed Name)

Deputy Director, Airports Division
(Title of FAA Official)

L678RJK6JE86
(UEI No)

Manchester-Boston Regional Airport (MHT)
(Airport/Planning Area)

City of Manchester, NH
(Name of Sponsor)

Thomas J. Malafronte
Thomas J. Malafronte (May 27, 2025 09:14 EDT)
(Signature of Sponsor's Designated Official Representative)

Thomas J. Malafronte
(Typed Name of Sponsor's Designated Official Representative)

Acting Airport Director
(Typed Title of Sponsor's Designated Official Representative)

May 27, 2025
(Date)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Peter Chiesa, Esq. , acting as Attorney for the Sponsor do hereby certify:

That I have examined the foregoing Amendment to the Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by said Sponsor has been duly authorized and is in all respects due and proper and in accordance with the laws of the State of New Hampshire and further that, in my opinion, said Amendment to the Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated May 27, 2025

By: Peter Chiesa, Esq. (May 27, 2025 09:27 EDT)
(Signature of Sponsor's Attorney)

Subject: Grant Amendment Request
Grant: 3-33-0011-121-2020
Grant Description: Terminal Fire Alarm System Replacement Project

The Airport requests an additional $181,770.00 in federal funding. This represents a 15% increase to the original grant amount. The amounts are summarized on the attached document entitled 'Grant Funding vs. Actuals'.

The additional funds are related to costs required to complete the project not included in the original grant. All costs are eligible for project funding. Ineligible costs are not considered. Please refer to the description in the enclosed 'Final Closeout Report' section of the closeout documents for more information. The eligible costs are generally described as follows:

1. Additional grant administration expenses.

2. An engineering amendment to provide additional engineering and project monitoring. These additional costs were due to the construction project schedule extending beyond the original duration.

3. Two construction contract change orders to furnish and install a system upgrade along with devices compatible with the new platform.

_____ (Signed)

Theodore S. Kitchens, A.A.E. – Airport Director

5/31/2023 (Date)

Attachment: Grant Funding vs. Actuals

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C # IW
Date 9/23/20

William Cass, P.E.
Assistant Commissioner

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

Bureau of Aeronautics
August 24, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

1. Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to accept and expend a grant in the amount of $121,180.00 awarded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and administered via the Federal Aviation Administration (FAA), to cover 10% of the FAA, Airport Improvement Program (AIP) project at the Manchester-Boston Regional Airport.

Funds are to be budgeted in account 04-096-096-964010-2021, Department of Transportation, Federal Local Projects as follows:

04-096-096-964010-2021	Current Budget FY2021	Requested Change	Revised Budget FY2021
Federal Local Projects			
Expenses:			
018 500106 Overtime	$10,000	$0	$10,000
060 500601 Benefits	$1,958	0	$1,958
072 509073 Grants Federal	$15,735,878	$121,180	15,857,058
Total	$15,747,836	$121,180	$15,869,016
Source of Funds			
Revenue:			
000 404218 Federal Funds	$15,747,836	$121,180	$15,869,016
Total	$15,747,836	$121,180	$15,869,016

2. Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., A., 5., requirement, Governor Sununu has authorized the Department of Transportation to award a grant to the City of Manchester (Vendor Code 177433), AIP-121 to replace the terminal building and terminal-parking garage connector fire alarm system at the Manchester-Boston Regional Airport. Federal participation in the amount of $1,211,800.00 is effective through July 27, 2024. 100% Federal Funds.

Funding is available as follows:	FY 2021
04-96-96-960030-7537 FAA Projects 034-500161 New Construction	$1,090,620.00
04-96-96-964010-2021 FAA CARES Act Funding 072-509073 Grants Federal	$ 121,180.00
Total	$1,211,800.00

A portion of the funds, 90% of the cost for this airport development project was budgeted in the Capital Budget, HB25 2015,220:1,XVI-A1. The remaining 10% share needed to cover the State and Local match for this project is being covered by funds from the CARES Act, therefore, this request is being processed as one item for approval.

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for $1,211,800 (copy attached), which represents 90% of the funding from the Federal AIP program and 10% from the Federal CARES Act. The funding for AIP-121 will fund replacing the terminal building and terminal-parking garage connector fire alarm system at the Manchester-Boston Regional Airport. This project is funded by 100% Federal funds.

This project will replace the existing fire alarm system that is currently 25-years old and beyond its useful life. Replacement parts for the current system are no longer supported by the manufacturer and could therefore render it inoperable the next time the system fails.

The breakdown of this project is as follows:

Administration Expense	$ 500.00
Engineering Fees (Lavallee Brensinger)	$ 123,500.00
FAA Documentation/payments (Jacobs Engineering)	$ 7,300.00
Construction Administration (Lavallee Brensinger)	$ 31,500.00
Construction (bid tabulation attached)	$ 1,049,000.00
Total Project	$ 1,211,800.00

The airport placed this development project out to bid and Piquette & Howard Electrical Service, Inc. was the low bid at $1,049,000.00 (bid tabulation attached).

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. The total cost of this airport improvement project is $1,211,800.00.

The Governor approved this FAA CARES Act accept and expend and grant award on August 20, 2020 (attached).

Source of Funds: 100% Federal Funds from the Federal Aviation Administration.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

VFS/tlsl
Attachments

New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

August 3, 2020
Bureau of Aeronautics

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Transportation to accept and expend a grant in the amount of $121,180.00 awarded under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and administered via the Federal Aviation Administration (FAA), to cover 10% of the FAA, Airport Improvement Program (AIP) project at the Manchester-Boston Regional Airport.

   Funds are to be budgeted in account 04-096-096-964010-2021, Department of Transportation, Federal Local Projects as follows:

04-096-096-964010-2021	Current Budget FY2021	Requested Change	Revised Budget FY2021
Federal Local Projects			
Expenses:			
018 500106 Overtime	$10,000	$0	$10,000
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Total	$15,747,836	$121,180	$15,869,016
Source of Funds			
Revenue:			
000 404218 Federal Funds	$15,747,836	$121,180	$15,869,016
Total	$15,747,836	$121,180	$15,869,016

2. Authorize the Department of Transportation to award a grant to the City of Manchester (Vendor Code 177433), AIP-121 to replace the terminal building and terminal-parking garage connector fire alarm system at the Manchester-Boston Regional Airport. Federal participation in the amount of $1,211,800.00 is effective upon Governor approval through July 27, 2024. 100% Federal Funds.

Funding is available as follows:	FY 2021
04-96-96-960030-7537 FAA Projects 034-500161 New Construction	$1,090,620.00
04-96-96-964010-2021 FAA CARES Act Funding 072-509073 Grants Federal	$ 121,180.00
Total	$1,211,800.00

A portion of the funds, 90% of the cost for this airport development project was budgeted in the Capital Budget, HB25 2015,220:1,XVI-A1. The remaining 10% share needed to cover the State and Local match for this project is being covered by funds from the CARES Act, therefore, this request is being processed as one item for approval.

EXPLANATION

A Federal Aviation Administration (FAA) grant has been awarded for $1,211,800 (copy attached), which represents 90% of the funding from the Federal AIP program and 10% from the Federal CARES Act. The funding for AIP-121 will fund replacing the terminal building and terminal-parking garage connector fire alarm system at the Manchester-Boston Regional Airport. This project is funded by 100% Federal funds.

This project will replace the existing fire alarm system that is currently 25-years old and beyond its useful life. Replacement parts for the current system are no longer supported by the manufacturer and could therefore render it inoperable the next time the system fails.

The breakdown of this project is as follows:

Administration Expense	$ 500.00
Engineering Fees (Lavallee Brensinger)	$ 123,500.00
FAA Documentation/payments (Jacobs Engineering)	$ 7,300.00
Construction Administration (Lavallee Brensinger)	$ 31,500.00
Construction (bid tabulation attached)	$ 1,049,000.00
Total Project	$ 1,211,800.00

The airport placed this development project out to bid and Piquette & Howard Electrical Service, Inc. was the low bid at $1,049,000.00 (bid tabulation attached).

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. The total cost of this airport improvement project is $1,211,800.00.

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.

Source of Funds: 100% Federal Funds from the Federal Aviation Administration.

Sincerely,

Victoria F. Sheehan
Commissioner

I hereby approve both requests pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16 and suspend the Manual of Procedures 150, V., 5., requirement.

Aug. 20, 2020
Date

Name: Governor Christopher T. Sununu

VFS/tlsl
Attachments

Department of Transportation
FISCAL SITUATION FISCAL YEAR 2021
04-096-096-964010-2021

Federal Local Projects

Estimated revenue budgeted:	$	2,000,000
Prior year carryforward revenue:	$	13,747,836
Additional non-budgeted revenue:	$	121,180
Amount available to budget:	$	15,869,016
Less current FY2021 budget authorization:	$	15,747,836
Total available for budgeting:	$	121,180
Amount to be budgeted this request:	$	121,180
Amount available to budget with future requests:	$	-

Source of Non-Budgeted Revenue	Amount	Expenses through 7/29/2020	Balance
Federal Aviation Administration	$ 121,180	$	$ 121,180
		$ -	$ -
		$ -	$ -
Totals	$ 121,180	$ -	$ 121,180

Manchester-Boston Regional Airport
Manchester, New Hampshire
Replace Terminal Bldg. and Parking Garage Fire Alarm System
AIP 3-33-0011-121-2020

Bid Tabulation

Bid Opening: June 19, 2020 @ 15:00 local time

	Unit	Quantity	Engineer's Estimate of Construction Cost	Piquette & Howard Electrical Service, Inc.	Gerard A. Laflamme, Inc.
Base Bid	Lump Sum	1	$ 1,916,441.00	$ 498,000.00	$ 667,000.00
Bid Alternate No. 1	Lump Sum	1	$ 435,080.00	$ 551,000.00	$ 668,000.00
Bid Alternate No. 2	Lump Sum	1	NA	$ 69,600.00	$ 107,000.00
Base Bid + Bid Alternate No. 1			$ 2,351,521.00	$ 1,049,000.00	$ 1,335,000.00
Base Bid + Bid Alternate No. 2			NA	$ 567,600.00	$ 774,000.00

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Federal Award Offer Date	July 20, 2020
Airport/Planning Area	Manchester Airport
AIP Grant Number	3-33-0011-121-2020
Unique Entity Identifier	075339106

TO: City of Manchester, N.H.
(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 June 12, 2020, 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:

Replace Terminal Building and Terminal-Parking Garage Connector Fire Alarm System,

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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 $1,211,800.

   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;
   $1,211,800 airport development or noise program implementation; and,
   $0 for land acquisition.

2. Period of Performance. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. Ineligible or Unallowable Costs. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. Indirect Costs - Sponsor. Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. Completing the Project Without Delay and In Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 18, 2020, 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. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

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 AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

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

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase. 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 if funds are available;

    C. May be increased by not more than 15 percent for land project if funds are available.

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 debars a contractor, person, or entity.

20. Ban on Texting While Driving.

    A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

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

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated August 2019 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 under41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

SPECIAL CONDITIONS

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

26. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

    A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;

    B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,

    C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

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

Julie Seltsam-Wilps
Julie Seltsam-Wilps (Jul 20, 2020 13:44 PDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, ANE ARP

(Title of FAA Official)

PART II - ACCEPTANCE

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

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated July 28, 2020

City of Manchester, N.H.
(Name of Sponsor)

Theodore Kitchens (Jul 28, 2020 11:05 EDT)

(Signature of Sponsor's Authorized Official)

By: Theodore Kitchens
(Typed Name of Sponsor's Authorized Official)

Title: Airport Director
(Title of Sponsor's Authorized Official

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Peter R. Chiesa, 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 July 28, 2020

By: Peter R. Chiesa
Peter R. Chiesa (Jul 29, 2020 11:15 EDT)
(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.