



22 - 6/3/26

The State of New Hampshire  
Department of Transportation



David Rodrigue, P.E.  
Commissioner

Michelle L. Winters  
Deputy Commissioner

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

Bureau of Aeronautics  
May 13, 2026

**Requested Action**

Authorize the Department of Transportation to provide funding to the Laconia Airport Authority (Vendor Code 156889), for SBG 09-26-2026, to design, bid and construct the rehabilitation of airfield markings at Laconia Municipal Airport, Gilford, NH. Federal and State participation in the amount of \$157,225 is effective upon Governor and Council approval through July 28, 2026. **95% Federal Funds, 5% State Funds.**

Funding is available as follows:

**FY 2026**

04-96-96-960030-6673	
FAA Projects	
034-500161 New Construction	\$157,225

**Explanation**

A federal share of \$148,950 (90% of the project cost) is proposed for the design, bid and construction to rehabilitate airfield markings at Laconia Municipal Airport, Gilford, NH. The markings that are proposed to be rehabilitated are for the following:

- Runway 8-26,
- Taxiways B, C, E, F and G; and
- Terminal Apron
- Itinerant Apron

The airport’s pavement markings are worn due to weather and snow plowing in the winter. The paint markings do not currently meet the FAA’s pavement marking standards. The work will include the preparation of the pavement surface and applying new pavement markings.

The breakdown of the project is as follows:

Engineering Fees (Permitting, bidding and construction admin) (McFarland Johnson, Inc.)	\$ 34,702
Resident Engineering (McFarland Johnson, Inc.)	\$ 30,894
Construction (Hi-Lite Airfield Services, LLC)	\$ 99,905
<b>Total Project</b>	<b>\$ 165,501</b>

The Department of Transportation accepts the federal funds (\$148,950) for this project as a pass through to the Laconia Airport Authority in accordance with RSA 422:15. State participation in the amount of \$8,275 (5% of the project cost) is also requested. The Laconia Airport Authority will participate in the amount of \$8,276 (5% of the project cost). The total project cost is \$165,501.

The summary of funds, including federal, state and local matching shares, for the overall project are summarized below:

	PROJECT Total		REQUESTED ACTION	
	Cost	%	Cost	%
FAA	\$ 148,950	90%	\$ 148,950	94.7%
State	\$ 8,275	5%	\$ 8,275	5.3%
Laconia Airport Authority	\$ 8,276	5%	\$ 0	0.0%
Project Total	\$ 165,501	100%	\$ 157,225	100%

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

The contract has been approved by the Attorney General as to form and execution, and 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; 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, 2023, RSA 113:1, XV,1 Capital Budget.

Sincerely,

David M. Rodrigue, P.E.  
Commissioner

Attachments  
DR/tlsl



U.S. Department of Transportation  
Federal Aviation Administration



FY 2026 AIRPORT IMPROVEMENT PROGRAM (AIP)

GRANT AGREEMENT

Part I - Offer

Date of Offer April 17, 2026

Airport/Planning Area Laconia Municipal Airport

State Block Grant Number SBG 09-26-2026

Unique Entity Identification (UEI) Number DRQYZDZ1KDH9

TO: City of Laconia, New Hampshire/Laconia Airport Authority  
(herein called the "Sponsor")

FROM: **The State of New Hampshire** (acting through the New Hampshire Department of Transportation, herein called the "State")

**WHEREAS**, the Sponsor has submitted to the State a Project Application April 13, 2026, for a grant of Federal and State funds for a project at or associated with the Laconia Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA and State have approved a project for the Laconia Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Airfield Markings (Runway 8-26; Taxiways B, C, E, F, and G; terminal apron; and itinerant apron) (design, bid, construction)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); ); Full-Year Continuing Appropriations and Extensions Act, 2025 (P.L. 119-4); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States, the State, and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION AND STATE, FOR AND ON BEHALF OF THE UNITED STATES AND STATE, HEREBY OFFERS AND AGREES to pay ninety-five (95) % of the allowable costs incurred accomplishing the Project as the United States' and State's share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.116

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 \$157,225.00.

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):

\$0.00 for planning

\$157,225.00 for airport development or noise program implementation; and,

\$0.00 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding. For this project, the period of performance end date is July 28, 2026.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) from the date of formal Block Grant acceptance by the State for federal funds that make up a portion of this project's funding and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as stated in 49 U.S.C § 47142(b).
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the State authorizes a written extension, the Sponsor must submit all Grant 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. If the Sponsor does not submit all required closeout documentation within this time period, the State will proceed to close out the grant within 120 days of the Period of Performance end date with the information available at the end of 90 days (2 CFR § 200.344). The FAA or State may

terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
  - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
  - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
  - (4) Circumstances cause changes to the Project that the FAA or State determines are inconsistent with the FAA's or State's basis for selecting the Project to receive a grant; or
  - (5) The FAA or State determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA or State may elect to consider only the interests of the FAA or State.
- (c) The Sponsor may request that the FAA or State terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA or State has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA or State, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' and State's share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary") and State, and any superseding legislation. Final determination of the United States' and State's shares 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 and State shares 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, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary and the State. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior State approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The State 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 and the State 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 May 17, 2026, or such subsequent date as may be prescribed in writing by the State.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
- a. The Sponsor must take all steps, including litigation if necessary, to recover Federal and State funds spent fraudulently, wastefully, or in violation of Federal and State antitrust statutes, or misused in any other manner for any project upon which Federal and State funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” and “State funds” mean funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal or State grant agreement. The Sponsor must obtain the approval of the State as to any determination of the amount of the Federal and State share of such funds. The Sponsor must return the recovered Federal and State share, including funds recovered by settlement, order, or judgment, to the State. The Sponsor must furnish to the State, upon request, all documents and records pertaining to the determination of the amount of the Federal and State shares 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 and State shares require advance approval by the State.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal and State grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States and State Not Liable for Damage or Injury.** The United States and the State are 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. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- 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/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the State, the State will make each federal payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees utilizing data provided by the Sponsor on forms acceptable to the State.

13. **Informal Letter Amendment of AIP Projects**. If, during the life of the project, the State determines that the maximum grant obligation of the United States and State exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the State 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 State's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

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

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

14. **Environmental Standards**. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the State may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal and State financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA and State, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods 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 and subcontract awarded under this Grant.
17. **Build America, Buy America**. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States and State, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- 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 the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, and State share for the fiscal year appropriation with which the increase is funded. The FAA and State are not responsible for the same Federal and State shares provided herein for any amount increased over the initial grant amount. The FAA and State may adjust the Federal and State shares as applicable through an informal letter of amendment.

19. **Audits for 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/>. The Sponsor shall provide one copy of the completed audit to the State. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA, State, and other appropriate Federal and State agencies may request additional information to meet all Federal audit requirements.

20. **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 System for Award Management (SAM.gov) exclusions 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 the 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 with their contractors and sub-contractors.
- c. Immediately disclose in writing to the State whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. **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:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. 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 funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

- a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

- a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
  - i. Severe forms of trafficking in persons during the period of time that the grant or cooperative agreement is in effect;
  - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
  - iii. The use of forced labor in the performance of this grant; or any subaward; or
  - iv. Acts that directly support or advance trafficking in persons, including the following acts:
    - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
    - b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
      - 1. Exempted from the requirement to provide or pay for such return transportation by the federal or state department or agency providing or entering into the grant; or
      - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
    - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
    - d) Charging recruited employees a placement or recruitment fee; or
    - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- b. The FAA or State may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
  - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
  - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
    - a) Associated with the performance under this Grant; or
    - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA or State may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

- i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
- ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
  - a) Associated with the performance under this Grant; or
  - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA, State, and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA's and State's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA and State under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. "Employee" means either:
  - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
  - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. "Private Entity" means:
  - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
  - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **January 18, 2018**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged,

demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

25. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
26. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA and State encourage the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
28. **FAA Reauthorization Act of 2024.** 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 April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 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 FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

30. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal and State funding is expended in full accordance with the United States Constitution, Federal law, State law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal laws, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

31. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA and State activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA and State in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA or State from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If FAA or State determines that the Sponsor has violated subsection (a), the FAA or State may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT or State; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA or State may elect to consider the interests of only the FAA or State.
- d. The Sponsor acknowledges that amounts that the FAA or State requires the Sponsor to refund to the FAA or State due to a remedy under this condition constitute a debt to the Federal or State Government that the FAA or State may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

32. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- or State-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA or State, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
33. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.
34. **Availability of Funds.** Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Sponsor notice of such termination. In any event neither the State nor United States shall be required to transfer funds from any other grant, program or account in the event funds under this grant are reduced or become unavailable.
35. **Effective Date.** If the date for commencement precedes the Effective Date, all services performed by the Sponsor between the commencement date and the Effective Date shall be performed at the sole risk of the Sponsor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Sponsor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement.
36. **Assignment of Interest.** The Sponsor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Sponsor without the prior written consent of the State.
37. **Entire Agreement.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding both written and verbal relating hereto.
38. **Insurances.** The sponsor shall, at its sole expense, and shall require any subcontractor or assignee, to obtain and maintain in force, an insurance policy or policies designating the State as an additional insured, with the following insurance:
- A. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
  - B. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire; and
  - C. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.
39. **Public Meeting.** By signing this form, the Sponsor certifies that the Sponsor has complied with any public meeting requirement for acceptance of this grant, including, if applicable, NH RSA 31:95-b.

**SPECIAL CONDITIONS**


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40. **Buy American Executive Orders**. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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, 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 Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION**



*(Signature)*

**DAVID RODRIGUE, P.E.  
COMMISSIONER**

*(Title of NHDOT Official)*

**Attorney General:** This is to certify that the above Agreement has been reviewed by this office, and is approved as to form and execution.

**Dated:** May 12, 2026

**By:**   
**Assistant Attorney General**

**Secretary of State:** This is to certify that the Governor and Council on \_\_\_\_\_ approved this Agreement.

**Dated:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**By:** \_\_\_\_\_  
*Secretary of State*

\_\_\_\_\_  
*(Title)*

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

**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 Grant Assurances, terms, and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Executed this 17<sup>th</sup> day of April, 2026.

City of Lunenburg/Lunenburg Airport Authority  
(Name of Sponsor)

MBordes  
(Signature of Sponsor's Authorized Official)

By: Mike Bordes  
(Typed Name of Sponsor's Authorized Official)

Title: Mayor/Chairman  
(Title of Sponsor's Authorized Official)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Certificate of Vote**

I, Katie A. Gargano, do hereby certify that I am the City Clerk of the city of Laconia, a municipality in the state of New Hampshire, county of Belknap, in the United States of America.

I do further certify that Mike Bordes, is the Mayor of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver on behalf of the municipality any contracts with the State of New Hampshire. This authority was given during an official meeting of the City Council of the city of Laconia on the following date: April 13, 2026.

I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the city of Laconia on this 17<sup>th</sup> day of April, 2026

Katie A. Gargano

Signature

City Clerk

Title of Signatory

**NOTARY STATEMENT**

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Belknap upon this date: April 17, 2026, appeared before me Katie A. Gargano, the above signed officer personally appeared Katie A. Gargano, who acknowledged herself to be the City Clerk of the city of Laconia, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself in the name of the city of Laconia, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Hilary A. Young

Signature of Notary or Justice of the Peace

Hilary A Young

Name of Notary or Justice of the Peace

**HILARY A. YOUNG**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
August 7, 2029

Date of Expiration of Commission

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Sarah N. Rubury, 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, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. 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.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at Laconia, NH (location) this 20<sup>th</sup> day of April, 2026.

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

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Grohs Schragr Hampson Aviation Insurance LLC 288 Christian Street, Box #12 KOXC Airport, Hangar C Oxford CT 06478	<b>CONTACT NAME:</b> Dana Goux <b>PHONE (A/C, No, Ext):</b> (203) 262-1552 <b>FAX (A/C, No):</b> (203) 262-1556 <b>E-MAIL ADDRESS:</b> Dana@planeinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Ace Property &amp; Casually Ins Co / CHUBB Aerospace</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ace Property & Casually Ins Co / CHUBB Aerospace		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																					
<b>INSURED</b> Laconia Airport Authority and the City of Laconia 65 Aviation Drive Gifford NH 03249																					

**COVERAGES**      **CERTIFICATE NUMBER:** CL2291600618      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		AAP N00975655 015	03/05/2026	03/05/2029	EACH OCCURRENCE \$ 10,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 10,000,000 agg
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$ 10,000,000
							Hangarkeepers \$10,000,000 per a/c &
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ <sup>occ</sup>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Solely with respect to the agreement between the Named Insured and the Certificate Holder shown in this certificate of insurance, WHO IS AN INSURED is amended to include as an insured person or organization the Certificate Holder shown in this certificate of insurance as an insured, but only with respect to the liability to which the Insurance provided under this policy applies that is caused, in whole or part, by the Named Insured's acts or omissions or the acts or omissions of those acting on the Named Insured's behalf in the performance of the Named Insured's "airport operations". The Certificate of Insurance neither affirmatively nor negatively amends, alters, or extends the coverages afforded by the policy described above. We have made a provision to provide you with thirty (30) days prior written notice in the event of cancellation of the above described policy, except that such notice will be ten (10) days for non-payment of premium, or such shorter periods as may be required by the automatic termination, review and cancellation provisions of the Nuclear Risks Exclusion Clause in the policy.

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Transportation P.O. Box 483 Concord NH 03302	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jamie Bruno</i>
--	--

This Endorsement effective March 15, 2026  
forms part of Policy Number AAP N00975655 015  
Issued to Laconia Airport Authority and the City of Laconia  
By ACE Property and Casualty Insurance Company

Additional Insured - Designated Person or Organization Endorsement

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS  
GENERAL LIABILITY POLICY.

It is agreed that:

SCHEDULE

Name of Person or Organization:  
State of New Hampshire  
Department of Transportation, Bureau of Aeronautics  
John O Morton Building  
7 Hazen Drive  
P.O. Box 483  
Concord, NH 03302-0483

1. **SECTION III - WHO IS AN INSURED**, subsection 2. is amended by adding as an insured the person or organization shown in the Schedule above but only with respect to liability to which this insurance applies that is caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your "airport operations".

All other terms and conditions remain unchanged.



Authorized Representative

Endorsement No. 005

AAP 207 (11-04)

Page 1 of 1



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement - New York**

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. ADDITIONAL INSURED - EXTENDED COVERAGE**

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. In the performance of your ongoing operations subject to such **written contract**; or
  - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. The **written contract** requires you to provide the additional insured such coverage; and
    - 2. This **Coverage Part** provides such coverage; and
  - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the **written contract**; or
    - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. The **written contract** requires you to provide the additional insured such coverage; and
  - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

0102200275195803227203



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
  - 1. The **bodily injury** or **property damage**; or
  - 2. The offense that caused the **personal and advertising injury**;  
for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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General Aggregate Limit - Designated Projects Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE
<b>Designated Construction or Service Projects:</b>
EACH OF YOUR CONSTRUCTION PROJECTS LOCATED AWAY FROM PREMISES OWNED BY OR RENTED TO YOU

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed as follows:

- I. For each single designated construction or service project shown in the Schedule above, a separate Designated Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
  - A. all damages under Coverage A, except damages because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
  - B. all medical expenses under Coverage C;
 

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that designated project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Designated Project General Aggregate Limit applicable to any other project.
- II. All:
  - A. damages under Coverage B, regardless of the number of locations or projects involved;
  - B. damages under Coverage A, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single designated project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
  - C. medical expenses under Coverage C, caused by accidents which cannot be attributed solely to ongoing operations at a single designated project,

will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular designated project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will

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**General Aggregate Limit - Designated Projects Endorsement**

reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

- V. If the applicable scheduled construction or service project has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement - New York****24. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of ball bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**26. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

**27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.



CNA PARAMOUNT

Changes - Notice of Cancellation or Material Restriction Endorsement - New York

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE  PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days. In no event shall the number of days listed be fewer than the number required by New York State.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702NY (1-15)

Page 1 of 1

VALLEY FORGE INSURANCE COMPANY

Insured Name: MCFARLAND- JOHNSON, INC.

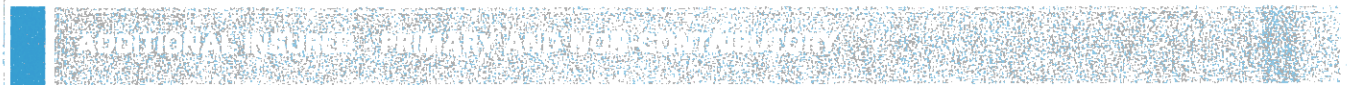
Policy No: 6056803227

Endorsement No: 26

Effective Date: 01/01/2026

001200002760568032272264





It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

<b>SCHEDULE</b>
<b>Name of Additional Insured Person Or Organization</b>
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** MCFARLAND- JOHNSON, INC.

**Endorsement Effective Date:** 01/01/2026

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):** MCFARLAND- JOHNSON, INC.

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6056803213

Policy Effective Date: 01/01/2026

Policy Page: 69 of 118



**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement No: 19; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6056803213

Policy Effective Date: 01/01/2026

Policy Page: 102 of 118



Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Valley Forge Insurance Company 6056803227 01/01/2026 to 01/01/2027	General Liability	Each Occurrence Limit  General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000  \$2,000,000  \$2,000,000 \$1,000,000
		ALAE	Outside Limits
Valley Forge Insurance Company 6056803227 01/01/2026 to 01/01/2027	Employee Benefits Liability	Each Employee Limit Aggregate Limit	\$1,000,000 \$1,000,000
American Casualty Company of Reading, Pennsylvania 6056803213 01/01/2026 to 01/01/2027	Auto Liability	Combined Single Limit  ALAE	\$1,000,000  Outside Limits



**Underlying Insurer**

**Policy Number**

**Policy Period**

**Note:**

Continental Casualty  
Company

6056803230

01/01/2026 to

01/01/2027

**Underlying Insurance**

Employers Liability

**Coverages**

Bodily Injury by Accident- Each  
Accident Limit

\$1,000,000

Bodily Injury by Disease - Policy  
Limit

\$1,000,000

Bodily Injury by Disease - Each  
Employee Limit

\$1,000,000

ALAE

Outside Limits

IN ANY JURISDICTION, STATE, OR PROVINCE WHERE THE AMOUNT OF EMPLOYERS LIABILITY INSURANCE PROVIDED BY THE UNDERLYING INSURER(S) IS BY LAW "UNLIMITED", THE UNDERLYING EMPLOYERS LIABILITY LIMIT(S) SHOWN IN THE ABOVE SCHEDULE DO NOT APPLY AND NO COVERAGE SHALL BE PROVIDED FOR EMPLOYERS LIABILITY UNDER THIS POLICY.

See **SCHEDULE OF FORMS AND ENDORSEMENTS**

Minimum Earned Premium

Total Premium

Premium includes the following amount for Certified Acts of  
Terrorism Coverage

Notice to insurer

Address:	CNA Claims Reporting P.O. Box 8317 Chicago, IL 60680-8317
Fax #:	800-446-8632
Email Address:	HPReports@CNA.com



#### D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

##### 1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

##### 2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
  - i. find a permanent replacement for the **key employee**; and
  - ii. reduce or discontinue the **key employee** replacement expense;as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

#### IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

- A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.
- B. With respect to the **Coverage B - Umbrella Liability**:
  1. If the **Named Insured** is designated in the Declarations of this Policy as:
    - a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
    - b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

### 3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **D. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

### P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

### Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be **primary** and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

### R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

### S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

### T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

### U. Transfer<sup>v</sup>of Interest



Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

**V. Unintentional Omission**

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

**W. Waiver of Rights of Recovery**

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

**VII. DEFINITIONS**

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

**Advertisement** means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

**Aircraft** means any machine or device that is capable of atmospheric flight.

**Arbitration proceeding** means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

**Asbestos** means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

**Authorized Insured** means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

**Auto** means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**Claim** means a:

- A. **suit**; or



**NUMBER OF DAYS NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)**

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

PARAMOUNT UMBRELLA LIABILITY POLICY

PARAMOUNT EXCESS LIABILITY POLICY

It is understood and agreed as follows:

**NUMBER OF DAYS NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)**

Notwithstanding anything to the contrary, for any statutorily permitted reason other than nonpayment of premium, the number of days required for written notice of cancellation to the **Named Insured** listed first in the Declarations of this Policy is increased to 30 days before the effective date of cancellation.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA75513XX (03-2015)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: CUE 6056803244

Policy Effective Date: 01/01/2026

Policy Page: 53 of 65



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Endorsement Expiration Date:

Policy No: WC 6 56803230 Policy

Effective Date: 01/01/2026

Policy Page: 99 of 185



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\*2. Type of Application

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:

03/26/2026

4. Applicant Identifier:

LCI

5a. Federal Entity Identifier:

SBG 09-26-2026

\*5b. Federal Award Identifier:

SBG 09-26-2026

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: Laconia Airport Authority

\*b. Employer/Taxpayer Identification Number (EIN/TIN):

02-0443324

\*c. UEI:

DRQYZDZ1KDH9

**d. Address:**

\*Street 1: 6A 45 Aviation Drive

Street 2: \_\_\_\_\_

\*City: Laconia

County/Parish: Belknap

\*State: Province: NH

\*Country: \_\_\_\_\_

\*Zip / Postal Code USA

03249

**e. Organizational Unit:**

Department Name: \_\_\_\_\_

Division Name: \_\_\_\_\_

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mr. \*First Name: Marv

Middle Name: \_\_\_\_\_

\*Last Name: Everson

Suffix: \_\_\_\_\_

Title: Airport Manager

Organizational Affiliation:

Laconia Municipal Airport

\*Telephone Number: (603) 524-5003

Fax Number: \_\_\_\_\_

\*Email: marv.everson@laconiaairport.com

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**\*11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.116 Airport Improvement Program (AIP)

**\*12. Funding Opportunity Number:**

\*Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

City of Laconia, Belknap County, New Hampshire

**\*15. Descriptive Title of Applicant's Project:**

Design, Bidding, and Construction Support for Airfield Marking Project

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: NH-01

\*b. Program/Project: NH-01

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

*a. Federal	_____	148,950.00	✓
*b. Applicant	_____	8,276.00	✓
*c. State	_____	8,275.00	✓
*d. Local	_____	0.00	
*e. Other	_____	0.00	
*f. Program Income	_____	0.00	
*g. TOTAL	_____	165,501.00	✓

*Handwritten mark*

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\*20. Is the Applicant Delinquent On Any Federal Debt?**

Yes  No

If "Yes", explain:

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr.                      \*First Name: Mike  
Middle Name: \_\_\_\_\_  
\*Last Name: Bordes  
Suffix: \_\_\_\_\_

\*Title: Mayor, City of Laconia

\*Telephone Number: (516) 369-1167

Fax Number:

\* Email: mikebordes@gmail.com

\*Signature of Authorized Representative: *Mike Bordes*

\*Date Signed: 4/17/2024

## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

#### Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

**Item 1.**  
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?  Yes  No

**Item 2.**  
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?  Yes  No  N/A

**Item 3.**  
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.  Yes  No  N/A

**Item 4.**  
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).  Yes  No  N/A

**Item 5.**  
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  Yes  No  N/A

The project is included in an *approved* PFC application.  
If included in an approved PFC application,  
does the application *only* address AIP matching share?  Yes  No

The project is included in another Federal Assistance program. Its CFDA number is below.

**Item 6.**  
Will the requested Federal assistance include Sponsor Indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  Yes  No  N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

De Minimis rate of 10% as permitted by 2 CFR § 200.414.

Negotiated Rate equal to \_\_\_\_\_ % as approved by \_\_\_\_\_ (the Cognizant Agency)  
on \_\_\_\_\_ (Date) (2 CFR part 200, appendix VII).

*Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.*

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The Sponsor has encouraged developers to develop areas adjacent to the Airport for uses that are compatible with the Airport.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The City of Laconia, New Hampshire is not in default of any obligations to the United States or any agency of the United States Government.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no circumstances that precludes the City of Laconia, New Hampshire from successfully completing this project.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

This project meets the City of Laconia's local plans.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The City of Laconia has given fair consideration to the interest of communities near the Airport.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The City of Laconia has undertaken reasonable consultation with affected Airport Users.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

This project does not require a Public Hearing.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

This project will not interfere with Air and Water Quality Standards.

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

Exclusive Rights do not exist at this Airport

**10. Land;**– (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Sponsor maintains property interest as depicted with the property table on the Exhibit A Property Map date January 18, 2018 and attached to the Grant Application for SBG 09-14-2018.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No land acquisition is required for this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No land acquisition is required for this project.

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

**SECTION A – GENERAL**

1. Assistance Listing Number: 20.116  
 2. Functional or Other Breakout:

**SECTION B – CALCULATION OF FEDERAL GRANT**

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense	0	0	0
2. Preliminary expense	0	0	0
3. Land, structures, right-of-way	0	0	0
4. Architectural engineering basic fees	34,702	0	34,702
5. Other Architectural engineering fees	0	0	0
6. Project inspection fees	30,894	0	30,894
7. Land development	0	0	0
8. Relocation Expenses	0	0	0
9. Relocation payments to Individuals and Businesses	0	0	0
10. Demolition and removal	0	0	0
11. Construction and project improvement	99,905	0	99,905
12. Equipment	0	0	0
13. Miscellaneous	0	0	0
14. <b>Subtotal</b> (Lines 1 through 13)	165,501	0	165,501
15. Estimated Income (if applicable)	0	0	0
16. Net Project Amount (Line 14 minus 15)	165,501	0	165,501
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)	0	0	0
18. <b>Subtotal</b> (Lines 16 through 17)	165,501	0	165,501
19. Federal Share requested of Line 18	148,950	0	148,950
20. Grantee share	8,276	0	8,276
21. Other shares	8,275	0	8,275
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)	165,501	0	165,501

**SECTION C – EXCLUSIONS**

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	0
b.	0
c.	0
d.	0
e.	0
f.	0
g. <b>Total</b>	0

**SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE**

24. Grantee Share – Fund Categories	Amount
a. Securitles	0
b. Mortgages	0
c. Appropriations (by Applicant)	8,276
d. Bonds	0
e. Tax Levies	0
f. Non-Cash	0
g. Other (Explain):	0
h. <b>TOTAL</b> - Grantee share	8,276
25. Other Shares	Amount
a. State	8,275
b. Other	0
c. <b>TOTAL</b> - Other Shares	8,275
<b>26. TOTAL NON-FEDERAL FINANCING</b>	16,551

**SECTION E – REMARKS**

(Attach sheets if additional space is required)

I hereby certify that the Exhibit A Property Map dated January 18, 2018 and attached to the Grant Applications for SBG 09-14-2018 reflects, to the best of my knowledge, the current information as of this date.

The above-mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** Design, Bidding, and Construction Support for Airfield Marking Project

**AIRPORT:** Laconia Municipal Airport

**1. Objective:**

Please See Attached Part IV - Program Narrative

**2. Benefits Anticipated:**

Please See Attached Part IV - Program Narrative

**3. Approach:** (See approved Scope of Work in Final Application)

Please See Attached Part IV - Program Narrative

**4. Geographic Location:**

Please See Attached Part IV - Program Narrative

**5. If Applicable, Provide Additional Information:**

Please See Attached Part IV - Program Narrative

**6. Sponsor's Representative:** (include address & telephone number)

Please See Attached Part IV - Program Narrative

**Part IV  
Program Narrative**

**Project:** Design, Bidding, and Construction Support for Airfield Marking Project

**Airport:** Laconia Municipal Airport

**Date:** March 25, 2026

**1. Objective:**

This project will remark Runway 8-26; Taxiways B, C, E, F and G; terminal apron; and itinerant apron at Laconia Municipal Airport (LCI) under New Hampshire Department of Transportation SBG 09-26-2026. Taxiway E-north of the itinerant apron will not be included in the project.

The work includes the preparation of the surface of the existing markings and applying new pavement markings.

The airport's markings have worn due to weather and wintertime plowing. The paint does not meet the FAA pavement marking standards. The project will remark the airfield to bring the paint to the FAA marking standards.

**2. Benefits Anticipated:**

The project will increase the conspicuity of the airfield pavement markings thereby enhancing the safety.

**3. Approach:**

The project will be designed in March 2026. Bidding will be completed in April 2026. The state approvals through the NH Governor & Council will be completed in June. Work will be performed in early summer 2026 before the peak of the airport's use in the summer of 2026.

**4. Geographic Location:**

This project is located at the Laconia Municipal Airport in the Town of Gilford, Belknap County, New Hampshire.

**5. Additional Information:**

**PROJECT FUNDING INTENT:**

The airport is applying for funding assistance using the Airport's federal fiscal year (FFY) 2022-2024 funding.

**COST BREAKDOWN**

See attached Project Cost Summary.

**ENVIRONMENTAL STATUS:**

This project is Categorically Excluded in accordance with FAA Order 1050.1G, paragraph B-2.4(e). The Extraordinary Circumstances in Paragraph B-1 of the FAA Order were reviewed and do not apply to the project. A simple written record of this determination was sent to New Hampshire Department of Transportation on March 25, 2026.

No state environmental permits or approvals are required for this project.

**STATEMENT ON DISADVANTAGED BUSINESS:**

The airport's Disadvantage Business Enterprise (DBE) plan for Federal Fiscal Years (FFY) 2024 through FFY 2026 is on file with the FAA.

**COORDINATION WITH NEW HAMPSHIRE DOT:**

This project has been coordinated with New Hampshire DOT throughout the project scoping process and by providing them with a copy of this grant application.

**COORDINATION WITH USF&W, SHPO, AND CZM**

This project does not cause any physical land disturbances on or off the airport. Therefore, EO 12372 coordination is not required prior to grant issuance.

This project is not in a Coastal Zone and so Coastal Zone Management coordination is not required.

**6. Sponsor's Representative:**

The Sponsor's representative for this project is:

Marv Everson  
Airport Manager  
Laconia Municipal Airport  
65 Aviation Drive  
Gilford, NH 03429  
603-524-5003





BID DATE: APRIL 9, 2026

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Hi-Lite Airfield Services LLC		Sir-Lines-A-Lot, LLC		K5		Engineer		Safety Marking, LLC	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	ESTIMATED UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
<b>BASE BID</b>													
2-105-1	Mobilization - Base Bid	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 20,677.50	\$ 20,677.50	\$ 27,000.00	\$ 27,000.00
4-200-1	Maintenance and Protection of Traffic	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,338.75	\$ 10,338.75	\$ 35,000.00	\$ 35,000.00
2-620-5.1b	Existing Marking Preparatopm	SF	101,000	\$ 0.05	\$ 5,050.00	\$ 0.10	\$ 10,100.00	\$ 0.50	\$ 50,500.00	\$ 0.10	\$ 10,100.00	\$ 0.80	\$ 80,800.00
2-620-5.1a	Marking Removal	SF	2,900	\$ 1.00	\$ 2,900.00	\$ 2.49	\$ 7,221.00	\$ 2.00	\$ 5,800.00	\$ 5.50	\$ 15,950.00	\$ 2.50	\$ 7,250.00
2-620-5.2b	Surface Pavement Marking	SF	103900	\$ 0.50	\$ 51,950.00	\$ 0.70	\$ 72,730.00	\$ 0.80	\$ 83,120.00	\$ 1.75	\$ 181,825.00	\$ 1.20	\$ 124,680.00
2-620-5.3c	Reflective Media	LB	4,500	\$ 4.00	\$ 18,000.00	\$ 7.95	\$ 35,775.00	\$ 4.50	\$ 20,250.00	\$ 2.00	\$ 9,000.00	\$ 5.50	\$ 24,750.00
<b>BASE BID AMOUNT</b>				<b>\$ 93,900.00</b>		<b>\$ 138,326.00</b>		<b>\$ 171,670.00</b>		<b>\$ 247,891.25</b>		<b>\$ 299,480.00</b>	
<b>ADD ALT. #1 - Runway Apron Taxiway Edge and Parking</b>													
4-200-1	Maintenance and Protection of Traffic	LS	1	\$ 500.00	\$ 500.00	\$ 595.00	\$ 595.00	\$ 1,000.00	\$ 1,000.00	\$ 186.50	\$ 186.50	\$ 4,500.00	\$ 4,500.00
2-620-5.1b	Existing Marking Preparation	SF	1800	\$ 0.05	\$ 90.00	\$ 0.10	\$ 180.00	\$ 0.50	\$ 900.00	\$ 0.10	\$ 180.00	\$ 0.80	\$ 1,440.00
2-620-5.2b	Surface Pavement Markings	SF	1800	\$ 0.50	\$ 900.00	\$ 0.70	\$ 1,260.00	\$ 3.00	\$ 5,400.00	\$ 1.75	\$ 3,150.00	\$ 1.20	\$ 2,160.00
2-620-5.3c	Reflective Media	LB	200	\$ 4.00	\$ 800.00	\$ 7.95	\$ 1,590.00	\$ 4.50	\$ 900.00	\$ 2.00	\$ 400.00	\$ 5.50	\$ 1,100.00
<b>ADD ALT. #1 AMOUNT</b>				<b>\$ 2,290.00</b>		<b>\$ 3,625.00</b>		<b>\$ 8,200.00</b>		<b>\$ 3,916.50</b>		<b>\$ 9,200.00</b>	
<b>ADD ALT. #2 - Taxiway A Hold Short (x 5 stub taxiways)</b>													
2-620-5.1b	Existing Marking Preparation	SF	5,300	\$ 0.05	\$ 265.00	\$ 0.10	\$ 530.00	\$ 0.50	\$ 2,650.00	\$ 0.10	\$ 530.00	\$ 0.80	\$ 4,240.00
2-620-5.2b	Surface Pavement Marking	SF	5,300	\$ 0.50	\$ 2,650.00	\$ 0.70	\$ 3,710.00	\$ 0.80	\$ 4,240.00	\$ 1.75	\$ 9,275.00	\$ 1.20	\$ 6,360.00
2-620-5.3c	Reflective Media	LB	200	\$ 4.00	\$ 800.00	\$ 7.95	\$ 1,590.00	\$ 4.50	\$ 900.00	\$ 2.00	\$ 400.00	\$ 5.50	\$ 1,100.00
<b>ADD ALT. #2 SUBTOTAL</b>				<b>\$ 3,715.00</b>		<b>\$ 5,830.00</b>		<b>\$ 7,790.00</b>		<b>\$ 10,205.00</b>		<b>\$ 11,700.00</b>	
<b>BASE BID</b>				<b>\$ 93,900.00</b>		<b>\$ 138,326.00</b>		<b>\$ 171,670.00</b>		<b>\$ 247,891.25</b>		<b>\$ 299,480.00</b>	
<b>BASE BID + ADD ALT. #1</b>				<b>\$ 96,190.00</b>		<b>\$ 141,951.00</b>		<b>\$ 179,870.00</b>		<b>\$ 251,807.75</b>		<b>\$ 308,680.00</b>	
<b>BASE BID + ADD ALT. #2</b>				<b>\$ 97,615.00</b>		<b>\$ 144,156.00</b>		<b>\$ 179,460.00</b>		<b>\$ 258,096.25</b>		<b>\$ 311,180.00</b>	
<b>BASE BID + ADD ALT. #1 + ADD ALT. #2 TOTAL</b>				<b>\$ 99,905.00</b>		<b>\$ 147,781.00</b>		<b>\$ 187,660.00</b>		<b>\$ 262,012.75</b>		<b>\$ 320,380.00</b>	

**APPENDIX B – DETAILED SCOPE OF WORK**

**LACONIA AIRPORT AUTHORITY**

**LACONIA MUNICIPAL AIRPORT**

for

**Design, Bidding, and Construction Support for  
Airfield Marking Project**

**A. PROJECT DESCRIPTION**

The Laconia Airport Authority (SPONSOR) is proposing to remark the full-length of Runway 8-26, Taxiways C, E, B, F, and G; and the Itinerant Parking, Tie-down, and Terminal Aprons at the Laconia Municipal Airport (LCI). Refer to the below figure, showing the approximate project limits.



The project is intended to be submitted for Federal Aviation Administration (FAA) funding through the NH Department of Transportation (NHDOT).

SPONSOR has tasked McFarland-Johnson, Inc. (CONSULTANT) with design, bidding and construction phase support services.

The following tasks outline the approach to executing this work:

- 1.0 Project Administration
- 2.0 Final Design (95%) Documents
- 3.0 Bid Documents
- 4.0 Bid Phase Services
- 5.0 Construction Administration
- 6.0 Construction Observation

## **B. SCOPE OF WORK**

Below is a list of tasks and corresponding subtasks to be completed by the CONSULTANT within the hours allocated in the attached Appendix B: Consultant's Proposal.

### **1.0 PROJECT ADMINISTRATION**

SPONSOR will conduct the following:

- Coordinate approval with Laconia Airport Authority.
- Coordinate with NHDOT regarding funding assistance.
- Review FAA grant reimbursement requests.

Subtasks of the CONSULTANT are limited to the following:

- 1.1. Prepare an agenda and conduct a scoping meeting with SPONSOR and NHDOT at LCI. Up to one (1) CONSULTANT members will participate.
- 1.2. Assist SPONSOR in the development of a scope of work (SOW) and fee proposal for the Project. Based on the scope of work, CONSULTANT will prepare the project fee in MS Excel. The SPONSOR will be responsible for reviewing CONSULTANT project fee proposal for reasonableness.
- 1.3. Prepare up to one (1) project contract and coordinate signature with SPONSOR. This does not include work necessary for future contract modifications if required.
- 1.4. Develop up to one (1) project grant application with SPONSOR certifications and distribute to SPONSOR for execution and filing.
- 1.5. Develop up to three (3) grant reimbursements requests for SPONSOR to use to request grant reimbursement.

- 1.6. Coordinate with SPONSOR to acquire project data and electronic files in the SPONSOR's possession.
- 1.7. Develop FAA monthly progress reports during construction on Form 5370 (2 reports).
- 1.8. Prepare an initial project schedule in MS Word for review by SPONSOR. The schedule will be reviewed on a periodic basis and updated.
- 1.9. Prepare an initial project budget and monitor on a periodic basis and provide financial updates to the SPONSOR.
- 1.10. Assist SPONSOR in the preparation of project grant closeout report and retain project records.

## **2.0 FINAL DESIGN (95%) DOCUMENTS**

SPONSOR will conduct the following:

- Review plans and documents provided by the CONSULTANT and coordinate with staff.
- Provide a legal review of the proposed Contractor Agreement or provide a Contractor Agreement for us in the project.
- Coordinate with stakeholders.
- Provide an overall airport base file, including location and dimensions of existing Runway 8-26 markings, in AutoCAD format.
- Provide design drawings from previous airfield marking projects

Subtasks of the CONSULTANT are limited to the following:

- 2.1 Review FAA Order 1050.1G for applicable reference of categorically excluded activity. Develop a simple written record documenting the project and requesting a determination for categorical exclusion from NHDOT.
- 2.2 Review existing runway, taxiway, and apron markings for general conformity with FAA AC 150/5340-1M, Standards for Airport Markings. Up to one (1) site visit to be coordinated prior to design with one (1) CONSULTANT member. At same meeting, review project with Fixed Based Operators to discuss project work areas and gather phasing input.
- 2.3 Design pavement marking layout based on guidance for standard dimensions specified in AC 150/5340-1M, Standards for Airport Markings.

- 2.4 Prepare up to seventeen (17) drawings detailing the work associated with Airfield Marking. The following plans will be developed:
- Title Page (1)
  - General Notes and Plan (2)
  - Construction Safety and Phasing Plans (4)
  - Construction Safety and Phasing Details (2)
  - Marking Removal Plans (2)
  - Marking Plans (4)
  - Marking Details (2)
- 2.5 Develop the following front-end specifications:
- Advertisement for Bid
  - Instructions to Bidders
  - Contract Forms
  - Bonding and Contracting Requirements
  - Special Provisions
  - Bid Proposal Forms
  - Disadvantaged Business Enterprise (DBE) Forms
  - Buy American Forms
  - Wage Rates (federal rate only)
  - Federal Contract Provisions
  - FAA General Provisions
  - Supplemental General Provisions
- 2.6 Develop the following Technical Specifications based on guidance from FAA AC 150/5370-10H, *Standard Specifications for Construction of Airports*:
- C-105: Mobilization
  - M-001: Special Work Requirements
  - M-100: Maintenance and Protection of Traffic
  - P-620: Runway and Taxiway Marking
- 2.7 Provide height limitations for up to one (1) material storage location within the airport property for use during construction.
- 2.8 Develop a Construction Safety and Phasing Plan (CSPP) along with a written narrative. The CSPP will be prepared based on guidance from AC 150/5370-2G *Operational Safety on Airports During Construction*.
- 2.9 Develop Engineers Opinion of Probable Construction Cost (EOPCC). CONSULTANT will utilize past bid results from similar work and other published construction cost data in the preparation of the EOPCC. CONSULTANT has no control over market conditions, or the pricing contractors choose to use in

their bids, CONSULTANT cannot guarantee the bids will be below or above the EOPCC.

- 2.10 Perform in-house review of the plans for quality control. The review will be undertaken for general conformance to specified criteria, constructability, and clarity of delivery.
- 2.11 Coordinate submission of design drawings:
  - a. SPONSOR – PDF and one (1) half size drawings
  - b. NHDOT - PDF
- 2.12 Coordinate a review meeting for the design submission with SPONSOR and other stakeholders to go over the review comments from the SPONSOR, NHDOT, and other stakeholders regarding the plans, the specifications, and the EOPCC. It is anticipated that up to two (2) CONSULTANT members will attend a virtual meeting. Develop and distribute meeting notes.

### 3.0 BID DOCUMENTS

SPONSOR will conduct the following:

- Provide preferred locations for access, staging, and stockpiles.
- Review CSPP for acceptance.

Subtasks of the CONSULTANT are limited to the following:

- 3.1 Adjust plans and specifications for final submission to be used for bidding. This task is limited to addressing minor comments from the Final Design review.
- 3.2 Revise the CSPP plans and written narrative based on Final Design review.
- 3.3 Submit up to three (3) OEAAA notifications with sketches limited to up to six (6) points representing a construction box, stockpile, and up to six (6) points representing a haul route.
- 3.4 Submit CSPP OEAAA notification for the FAA's review and determination. Provide a copy of the CSPP and OEAAA submission to the Sponsor and NHDOT.
- 3.5 Prepare two (2) independent Quantity Take-Offs (QTO's) of the units of work specified in the proposal documents. The two QTO's will be compared and differences reconciled for use as the estimated quantities in the bidding proposal section and in the EOPCC. CONSULTANT will revise the contract pay

items and coordinate the quantities on the plans, and in the specifications and EOPCC.

- 3.6 Prepare a final EOPCC. CONSULTANT will utilize past bid results from similar work and other published construction cost data in the preparation of the EOPCC. As stated before, CONSULTANT has no control over market conditions or the pricing contractors choose to use in their bids, CONSULTANT cannot guarantee the bids will be below or above the EOPCC.
- 3.7 Perform an in-house review of the final plans for quality control. The review will be undertaken for general conformance to specified criteria, constructability, and clarity of delivery.
- 3.8 Coordinate submission of design drawings:
  - a. SPONSOR – PDF and one (1) half size drawings
  - b. NHDOT – PDF.
- 3.9 Prepare an Engineer's Design Report in accordance with NHDOT requirements.

#### **4.0 BID PHASE SERVICES**

SPONSOR will conduct the following:

- Manage Pre-bid project site visits & host the Pre-bid Meeting.
- Post Invitation to Bid on Airport's Website.
- Collect bid proposals.
- Manage bid opening and deliver bid proposals to CONSULTANT.

Subtasks of the CONSULTANT are limited to the following:

- 4.1 Assist SPONSOR in notifying potential bidders of the project advertisement in advance of the SPONSOR advertising the project.
- 4.2 Assist the SPONSOR with the response to bidder's questions. The prospective bidder's questions will be collected by SPONSOR. This task is limited to up to three (3) contractor questions.
- 4.3 CONSULTANT will assist the SPONSOR in the preparation and issuance of an addendum. This task assumes up to one (1) addendum may be required. Addendums will be posted on the SPONSOR's website by the SPONSOR.

- 4.4 Assist the SPONSOR in analyzing the bids received and prepare a bid review with award letter. Upon approval of the bid review with award letter, submit it to NHDOT.

## 5.0 CONSTRUCTION ADMINISTRATION

SPONSOR will conduct the following:

- Execute Construction Contracts, Notice of Award, Notice to Proceed, and other relevant contract documents.

Construction administration services are limited to up to 30 calendar days from the date of the Notice of Award to the Notice to Proceed; up to 15 days from Notice to Proceed to Substantial Completion; and up to 30 calendar days from substantial completion to closeout.

Subtasks of the CONSULTANT are limited to the following:

- 5.1 Assist the SPONSOR with the award of the construction contract and review contract bonds, insurance certificates, and other contract documents.
- 5.2 Assist and support SPONSOR prior to issuance of Contractor's Notice to Proceed and coordinate project startup date and schedule. CONSULTANT will draft correspondence for Notice to Proceed.
- 5.3 Develop a conformed drawing set incorporating the addendum items from the bidding process. CONSULTANT will produce up to two (2) construction contract books and plan sets and distribute the materials to the appropriate parties.
- 5.4 Review, comment on, and distribute the contractor's Safety Plan Compliance Document (SPCD). CONSULTANT will assist the SPONSOR in the approval of the SPCD and incorporation of the document into the CSPP.
- 5.5 Process shop drawings, certificates of compliance, and other contractor submittals. This task is limited to up to five (5) submittals. The submittal process includes the review of material for compliance to the Buy American requirements. All submittals will be received, returned, and transmitted to third parties electronically.

Work under this subtask includes:

- Preparation of project submittal logs.

- Recording each submittal upon receipt from the contractor.
  - Distribution of submittals to third parties.
  - Review of each submittal for general compliance to the applicable specifications.
  - Providing written justification for submittal revisions and/or rejection.
  - Review of third-party review comments.
  - Recording the review status of each submittal on the submittal log.
  - Distribution of reviewed submittals to the contractor and the SPONSOR.
  - Multiple non-compliant shop drawing submissions is excluded.
- 5.6 Coordinate and host up to three (3) conference calls for the pre-construction meeting and up to two (2) construction job meetings on a weekly basis and prepare and retain notes.
- 5.7 Review, respond, and distribute responses for up to two (2) Requests for Information (RFIs).
- 5.8 Coordinate issuance of Notice to Proceed and provide up to two (2) weeks of assistance and support during construction to answer questions regarding plan interpretations and minor changes. This effort is limited to an average of five (5) hours per week.
- 5.9 Review Periodic Cost Estimates (PCE) and include this in the reimbursement requests. This subtask is limited to two (2) PCEs: one (1) during construction and one (1) to release retainage.
- 5.10 Review and approve up to one (1) contractor's DBE expenditure report for compliance with the DBE Notice of Intent submitted at time of bidding.
- 5.11 Review up to four (4) certified payrolls for compliance with federal wage rates contained in the contract documents. This task is limited to the contractor (1) and up to one (1) subcontractor per week.
- 5.12 Prepare the project punch list and coordinate the completion of the punch list items with the contractor.
- 5.13 Attend the final inspection at LCI. This task assumes the CONSULTANT Project Manager will attend the final inspection for an extended day.
- 5.14 Prepare and sign "as-built" plans based on information and survey data provided by the contractor.

## 6.0 CONSTRUCTION OBSERVATION

CONSULTANT will provide one (1) full-time, on-site observation to monitor construction for reasonable conformity with the contract documents. The construction period is estimated as follows:

Work Area Description	Working Days
Mobilization & Layout	1
Remove Runway Markings	2
Paint Runway Markings	3
Paint Apron Markings	1
Paint Taxiway Markings	2
Demobilization	1
Total Calendar Day	10

The budget for the observation is estimated at 12 hours per day using premium overtime rates of 150% for work in addition to standard 40 hours per week. In addition, it is assumed that one (1) day prior to the start of construction will be required for layout and project start-up, as well as one (1) day for follow-up to monitor punch list work, record keeping, and project close out.

SPONSOR will conduct the following:

- Issue NOTAMs for airfield notifications related to the project.
- Conduct daily inspections of work areas for re-opening of aircraft use surfaces.
- Participate in punch list inspection.

Subtasks of the CONSULTANT are limited to the following:

- Act as the SPONSOR's representative on the construction site and assist with the coordination of the project with the SPONSOR.
- Assist the SPONSOR in the implementation of the CSPP for the project.
- Preparation of daily and monthly construction reports.
- Observe the work for general compliance with the specifications and plan requirements. Track the Contractor's construction progress against the contractor's approved schedule.
- Maintain records of measurement of quantities for payment items.
- Review monthly periodic payment requests made by the Contractor and make recommendations to accept or not.
- Provide assistance to the Contractor in clarification of the design.
- Assist with the review of certified payrolls and conduct one (1) day of wage rate interviews with the Contractor's and subcontractor's workers.

- Set up and maintenance of as-builts indicating any revisions made or unforeseen conditions encountered.

**C. CLARIFICATIONS**

1. Scope limited to re-marking the existing runway, existing taxiways, existing aprons, and taxiway lead-in lines from runway to hold position markings for Taxiway A.
2. Permitting local, state and federal approvals is excluded from this scope of work.

**D. SCHEDULE**

The following is an approximate schedule of project milestones:

Submit Scope and Fee for Review:.....	March 2026
Notice to Proceed Issued:.....	March 2026
Submit Final (95%) Design: .....	March 2026
Submit CATEX Documentation:.....	March 2026
Submit Final Plans and Specs: .....	March 2026
Advertise for Bid:.....	March 2026
Bid Opening: .....	April 2026
Recommendation of Award:.....	April 2026
Grant Application: .....	April 2026
Grant Offer**:.....	June 2026
Award Contractor: .....	June 2026
Construction Start: .....	July 2026
Project Closeout:.....	December 2026

*\*\*Grant offer schedule is controlled by the NH G&C.*

Appendix B: Consultant's Proposal

3/2/2026

McFarland Johnson, Inc.  
 Laconia Airport Authority  
 Laconia Municipal Airport  
 Project Number 19451.01  
 Design, Bidding, and Construction Support for  
 Airfield Marking Project

Task and Description	Payment Terms	Hours	Fee
Task 1.0 - Project Administration	Lump Sum	45	\$ 7,822.00
Task 2.0 - Final Design (95%) Documents	Lump Sum	129	\$ 18,450.00
Task 3.0 - Bid Documents	Lump Sum	27	\$ 4,330.00
Task 4.0 - Bid Phase Services	Lump Sum	25	\$ 4,100.00
<b>Design Phase Service</b>	<b>SUBTOTAL</b>	<b>226</b>	<b>\$ 34,702.00</b>
Task 5.0 - Construction Administration	Actual Cost Plus Fixed Fee	80	\$ 13,209.00
Task 6.0 - Construction Observation	Actual Cost Plus Fixed Fee	148	\$ 17,685.00
<b>Construction Phase Services</b>	<b>SUBTOTAL</b>	<b>228</b>	<b>\$ 30,894.00</b>
<b>Total Project Costs</b>	<b>TOTAL</b>	<b>454</b>	<b>\$ 65,596.00</b>

<u>Breakdown</u>	
Subconsultants	\$ -
Expenses	\$ 2,363.01
MJ	\$ 63,232.99
<b>Breakdown Total</b>	<b>\$ 65,596.00</b>

McFarland Johnson, Inc.  
 Laconia Airport Authority  
 Laconia Municipal Airport  
 Project Number 19451.01  
 Design, Bidding, and Construction Support for  
 Airfield Marking Project

Sub task	Task 1.0 - Project Administration	QC Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Technician	Technician	Hours
1.1	Prepare agenda and conduct pre-design meeting		2					2
1.2	Assist with development of Scope and fee	1	2	2				5
1.3	Prepare project contract		2					2
1.4	Develop proposed grant application		1				8	9
1.5	Develop 3 grant reimbursements		1	1			12	14
1.6	Acquire project data and electronic files				2			2
1.7	Develop 2 monthly progress construction Form 5370 reports				2			2
1.8	Prepare initial project schedule & update		1					1
1.9	Prepare initial project budget & update		1					1
1.10	Prepare FAA grant closeout report & retain records		1		2		4	7
<b>TOTAL Hours</b>		<b>1</b>	<b>11</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>24</b>	<b>45</b>
<b>Hourly Rate</b>		<b>\$ 95.00</b>	<b>\$ 92.00</b>	<b>\$ 65.50</b>	<b>\$ 45.00</b>	<b>\$ 37.02</b>	<b>\$ 38.50</b>	
<b>Direct labor Cost</b>		<b>\$ 95.00</b>	<b>\$ 1,012.00</b>	<b>\$ 196.50</b>	<b>\$ 270.00</b>	<b>\$ -</b>	<b>\$ 924.00</b>	

<u>Expenses</u>		
	Meals	
	Hotel	
	Mileage	\$ 43.50
	Transportation Cost (Tolls/Parking)	
	Postage/Copies	\$ 10.65
<b>Total Expenses</b>		<b>\$ 54.15</b>
<u>Outside Services</u>		
	None	\$ -
<b>Total Outside Services:</b>		<b>\$ -</b>

TOTAL HOURS	45
TOTAL DIRECT LABOR COST	\$ 2,497.50
OVERHEAD @ 182.75%	\$ 4,564.18
TOTAL LABOR COST	\$ 7,061.68
FEE @ 10%	\$ 706.17
SUBTOTAL	\$ 7,767.85
TOTAL EXPENSES	\$ 54.15
TOTAL OUTSIDE SERVICES	\$ -
TOTAL TASK	\$ 7,822.00
<b>USE LUMP SUM</b>	<b>\$ 7,822.00</b>

McFarland Johnson, Inc.  
 Laconia Airport Authority  
 Laconia Municipal Airport  
 Project Number 19451.01  
 Design, Bidding, and Construction Support for  
 Airfield Marking Project

Sub task	Task 2.0 - Final Design (95%) Documents	QC Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Technician	Technician	Hours
2.1	Develop and coordinate CATEX simple written record		1					1
2.2	Review existing markings for conformity. (1) site visit				8			8
2.3	Design pavement marking layout				4	1		5
2.4	Prepare design drawings							
	Title Sheet (1)					1		1
	Construction Safety and Phasing Plan (4)		1		12	1		14
	Construction Safety and Phasing Plan Details (2)		1		8	2		11
	Marking Removal Plans (2)		1		4			5
	Marking Plans (4)		1		12	4		17
	Marking Details (2)				8	1		9
2.5	Develop Front-end specifications			2	16			18
2.6	Develop Technical specifications			1	8			9
2.7	Provide height limitations for up to (1) material storage location				2			2
2.8	Develop a preliminary CSPP with narrative		1	2	6			9
2.9	Develop EOPCC and quantity take off		1	1	8			10
2.10	Perform in-house review of the plans for quality control		1	4				5
2.11	Coordinate submission of design drawings				1			1
2.12	Coordinate review meeting for the preliminary submission with SPONSOR and other stakeholders to discuss review comments		2		2			4
	<b>TOTAL Hours</b>	0	10	10	99	10	0	129
	<b>Hourly Rate</b>	\$ 95.00	\$ 92.00	\$ 65.50	\$ 40.00	\$ 37.02	\$ 38.50	
	<b>Direct Labor Cost</b>	\$ -	\$ 920.00	\$ 655.00	\$ 3,960.00	\$ 370.20	\$ -	

<u>Expenses</u>	
Meals	\$ 30.00
Hotel	\$ -
Mileage	\$ 43.20
Transportation Cost (Tolls/Parking)	
Postage/Copies	\$ 10.15
<b>Total Expenses</b>	<b>\$ 83.35</b>
<u>Outside Services</u>	
None	\$ -
<b>Total Outside Services:</b>	<b>\$ -</b>

TOTAL HOURS	129
TOTAL DIRECT LABOR COST	\$ 5,905.20
OVERHEAD @ 182.75%	\$ 10,791.75
TOTAL LABOR COST	\$ 16,696.95
FEE @ 10%	\$ 1,669.70
SUBTOTAL	\$ 18,366.65
TOTAL EXPENSES	\$ 83.35
TOTAL OUTSIDE SERVICES	\$ -
<b>TOTAL TASK</b>	<b>\$ 18,450.00</b>
<b>USE LUMP SUM</b>	<b>\$ 18,450.00</b>

McFarland Johnson, Inc.  
 Laconia Airport Authority  
 Laconia Municipal Airport  
 Project Number 19451.01  
 Design, Bidding, and Construction Support for  
 Airfield Marking Project

Sub task	Task 3.0 - Bid Documents	QC Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Technician	Technician	Hours
3.1	Adjust plans and specifications for final submission				2	1		3
3.2	Revise the CSPP plans and written narrative			1	1			2
3.3	Submit OEAAA notifications (2) with sketches				2			2
3.4	Submit CSPP to FAA for determination				2			2
3.5	Prepare an independent Quantity Take-Off (QTO) for QA/QC			4				4
3.6	Prepare a final EOPCC and quantity take off			1	2			3
3.7	Perform an in-house review of the final plans for QA/QC	1	1	2	2			6
3.8	Coordinate submission of design drawings to the SPONSOR and FAA				1			1
3.9	Prepare Engineer's Design Report				4			4
	<b>TOTAL Hours</b>	1	1	8	16	1	0	27
	<b>Hourly Rate</b>	\$ 95.00	\$ 92.00	\$ 65.50	\$ 40.00	\$ 37.02	\$ 38.50	
	<b>Direct Labor Cost</b>	\$ 95.00	\$ 92.00	\$ 524.00	\$ 640.00	\$ 37.02	\$ -	

Expenses

Meals	\$	-
Hotel	\$	-
Mileage	\$	-
Transportation Cost (Tolls/Parking)	\$	-
Postage/Copies	\$	12.91

**Total Expenses** \$ 12.91

Outside Services

None. \$ -

**Total Outside Services:** \$ -

TOTAL HOURS	27
TOTAL DIRECT LABOR COST	\$ 1,388.02
OVERHEAD @ 182.75%	\$ 2,536.61
TOTAL LABOR COST	\$ 3,924.63
FEE @ 10%	\$ 392.46
SUBTOTAL	\$ 4,317.09
TOTAL EXPENSES	\$ 12.91
TOTAL OUTSIDE SERVICES	\$ -
<b>TOTAL TASK</b>	<b>\$ 4,330.00</b>
<b>USE LUMP SUM</b>	<b>\$ 4,330.00</b>

Appendix B: Consultant's Proposal

McFarland Johnson, Inc.  
 Laconia Airport Authority  
 Laconia Municipal Airport  
 Project Number 19451.01  
 Design, Bidding, and Construction Support for  
 Airfield Marking Project

Sub task	Task 4.0 - Bid Phase Services	QC Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Technician	Technician	Hours
4.1	Assist Sponsor with notification to potential bidders		1		2			3
4.2	Assist SPONSOR with the response to bidder's questions (3)		1		3			4
4.3	Assist SPONSOR in the preparation and issuance of addendum (1)		1		8			9
4.4	Analyze the bid and provide a bid review letter		1		8			9
<b>TOTAL Hours</b>		0	4	0	21	0	0	<b>25</b>
<b>Hourly Rate</b>		\$ 95.00	\$ 92.00	\$ 65.50	\$ 45.00	\$ 37.02	\$ 38.50	
<b>Direct Labor Cost</b>		\$ -	\$ 368.00	\$ -	\$ 945.00	\$ -	\$ -	

Expenses

Meals	\$ -
Hotel	\$ -
Mileage	\$ -
Transportation Cost (Tolls/Parking)	\$ -
Public Notice	\$ -
Postage/Copies	\$ 16.24

**Total Expenses**

\$ 16.24

Outside Services

None. \$ -

**Total Outside Services:**

\$ -

<b>TOTAL HOURS</b>	25
<b>TOTAL DIRECT LABOR COST</b>	\$ 1,313.00
<b>OVERHEAD @ 182.75%</b>	\$ 2,399.51
<b>TOTAL LABOR COST</b>	\$ 3,712.51
<b>FEE @ 10%</b>	\$ 371.25
<b>SUBTOTAL</b>	\$ 4,083.76
<b>TOTAL EXPENSES</b>	\$ 16.24
<b>TOTAL OUTSIDE SERVICES</b>	\$ -
<b>TOTAL TASK</b>	\$ 4,100.00
<b>USE LUMP SUM</b>	\$ 4,100.00

McFarland Johnson, Inc.  
 Laconia Airport Authority  
 Laconia Municipal Airport  
 Project Number 19451.01  
 Design, Bidding, and Construction Support for  
 Airfield Marking Project

Sub task	Task 5.0 - Construction Administration	QC Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Technician	Technician	Hours
5.1	Assist with the award of the construction contract and review bonds, insurance and contract.		1		3			4
5.2	Provide assistance and support prior to Contractor's NTP			1	2			3
5.3	Develop a conformed drawing set incorporating the addendum items from the bidding process				1	4		5
5.4	Review, comment on and distribute the contractor's SPCD				2			2
5.5	Process shop drawings, certificates of compliance, and other contractor submittals (5)			1	10			11
5.6	Coordinate and host up to (3) conference calls for construction job meetings		1	3	3			7
5.7	Review, respond, and distribute up to (2) RFI's		1		4			5
5.8	Coordinate issuance of NTP and provide up to two weeks of assistance limited to (5) hours per week		2		8			10
5.9	Review Periodic Cost Estimates (2)		1		2			3
5.10	Review up to (1) DBE Expenditure Report				2			2
5.11	Review up to (4) certified payrolls from the contractor				4			4
5.12	Prepare the project punch list and coordinate the completion of the punch list with the contractor			2	8			10
5.13	Attend the final inspection		4		4			8
5.14	Prepare and sign "as-built" plans prepared from information and survey data provided by the contractor		1		1	4		6
	<b>TOTAL Hours</b>	0	11	7	54	8	0	80
	<b>Hourly Rate</b>	\$ 95.00	\$ 92.00	\$ 65.50	\$ 45.00	\$ 37.02	\$ 38.50	
	<b>Direct Labor Cost</b>	\$ -	\$ 1,012.00	\$ 458.50	\$ 2,430.00	\$ 296.16	\$ -	

<u>Expenses</u>		
Meals	\$	60.00
Hotel	\$	-
Mileage	\$	86.40
Transportation Cost (Tolls/Parking)	\$	-
Postage/Copies	\$	9.93
<b>Total Expenses</b>	<b>\$</b>	<b>156.33</b>
<u>Outside Services</u>		
None.	\$	-
<b>Total Outside Services:</b>	<b>\$</b>	<b>-</b>

TOTAL HOURS	80
TOTAL DIRECT LABOR COST	\$ 4,196.66
OVERHEAD @ 182.75%	\$ 7,669.40
TOTAL LABOR COST	\$ 11,866.06
FEE @ 10%	\$ 1,186.61
SUBTOTAL	\$ 13,052.67
TOTAL EXPENSES	\$ 156.33
TOTAL OUTSIDE SERVICES	\$ -
<b>TOTAL TASK</b>	<b>\$ 13,209.00</b>
<b>USE ACTUAL COST + FIXED FEE</b>	<b>\$ 13,209.00</b>

Appendix B: Consultant's Proposal

McFarland Johnson, Inc.  
 Laconia Airport Authority  
 Laconia Municipal Airport  
 Project Number 19451.01  
 Design, Bidding, and Construction Support for  
 Airfield Marking Project

Sub task	QC Manager	Project Manager	Senior Project Engineer	SR. Inspector	Sr. Inspector OT	Technician	Hours
Task 6.0 - Construction Observation							
Attend Preconstruction Conference				4			4
Start up coordination (1 extended day)				10	2		12
Ten(10) days onsite observation (12hr/day)				80	40		120
Post construction coordination (1 extended day)				10	2		12
<b>TOTAL Hours</b>	0	0	0	104	44	0	148
<b>Hourly Rate</b>	\$ 95.00	\$ 92.00	\$ 65.50	\$ 45.00	\$ 22.50	\$ -	
<b>Direct Labor Cost</b>	\$ -	\$ -	\$ -	\$ 4,680.00	\$ 990.00	\$ -	

Expenses

Meals	\$ 740.00
Hotel	
Mileage	
Rental Car (2 weeks)& Gas	\$ 1,000.00
Transportation Cost (Tolls/Parking)	
Postage/Copies	\$ 300.03
<b>Total Expenses</b>	<b>\$ 2,040.03</b>

Outside Services

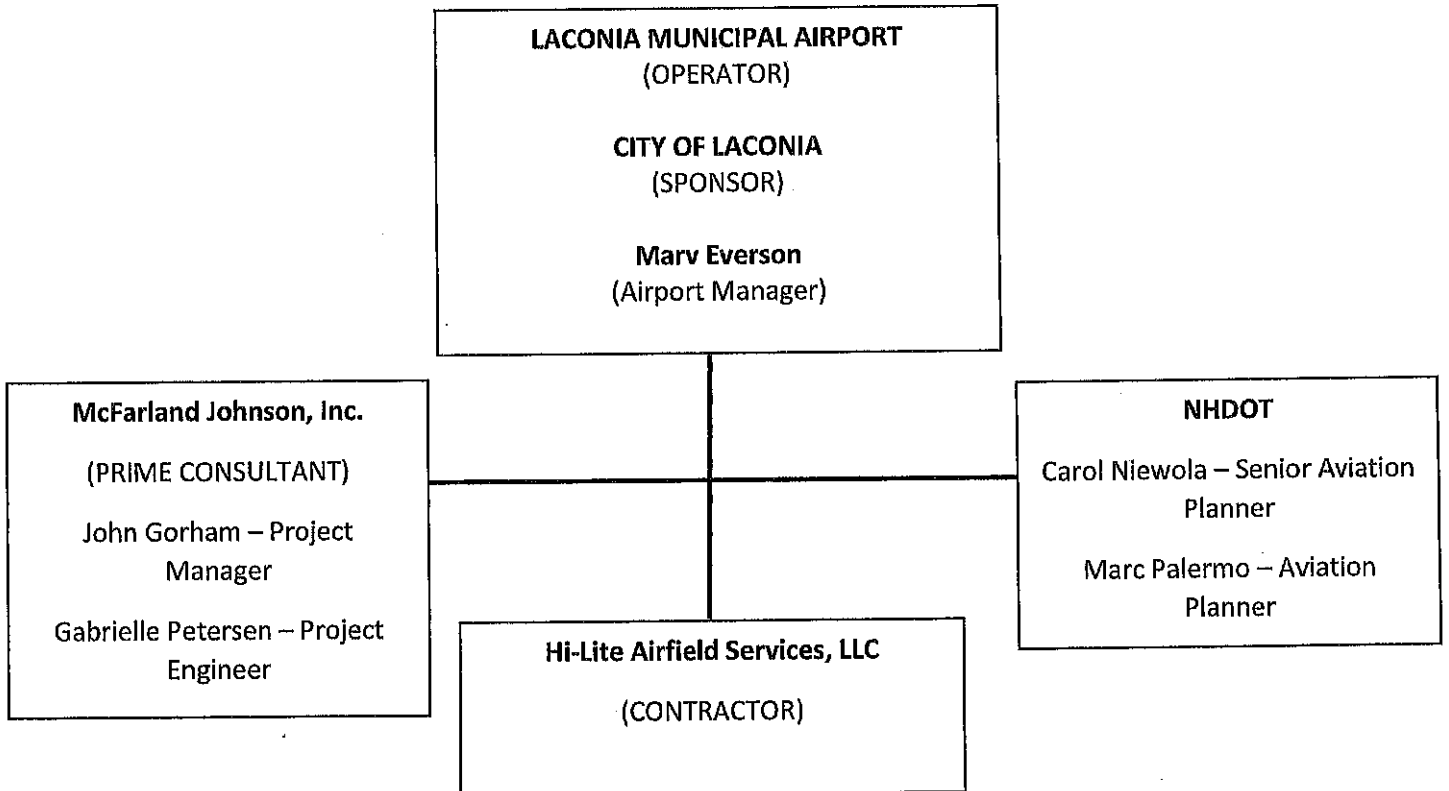
None	
<b>Total Outside Services:</b>	<b>\$ -</b>

<b>TOTAL HOURS</b>	148
<b>TOTAL DIRECT LABOR COST</b>	\$ 5,670.00
Overtime	\$ 990.00
Regular	\$ 4,680.00
<b>OVERHEAD @ 182.75%</b>	<b>\$ 8,552.70</b>
<b>TOTAL LABOR COST</b>	<b>\$ 14,222.70</b>
<b>FEE @ 10%</b>	<b>\$ 1,422.27</b>
<b>SUBTOTAL</b>	<b>\$ 15,644.97</b>
<b>TOTAL EXPENSES</b>	<b>\$ 2,040.03</b>
<b>TOTAL OUTSIDE SERVICES</b>	<b>\$ -</b>
<b>TOTAL TASK</b>	<b>\$ 17,685.00</b>
<b>USE ACTUAL COST + FIXED FEE</b>	<b>\$ 17,685.00</b>

PROFESSIONAL SERVICES FOR  
LACONIA MUNICIPAL AIRPORT  
DESIGN, BIDDING AND CONSTRUCTION SUPPORT FOR AIRFIELD MARKING PROJECT

ORGANIZATIONAL CHART

APRIL 09, 2026





Laconia Municipal Airport

TERMINAL APRON

ITINERANT APRON

PAVEMENTS TO BE MARKED

TW C

TW D

RW 8-26

TW E

TW B

TW G

TW E & E1-E3 north of IP Apron is OK and does not need to be marked per Marv - 3-2-26

**PROPOSAL DOCUMENTS**

for

**REMARK AIRFIELD PROJECT  
LACONIA MUNICIPAL AIRPORT  
GILFORD, NEW HAMPSHIRE**

**NHDOT SBG NO. 09-26-2026**

**PREPARED FOR:**

**Laconia Airport Authority  
Gilford, New Hampshire**

**PREPARED BY:**

 **McFARLAND JOHNSON**

**53 Regional Drive  
Concord, NH 03301  
Phone: (603) 225-2978**

**March 2026**

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**PROPOSAL FORM  
REMARK AIRFIELD PROJECT  
LACONIA MUNICIPAL AIRPORT  
GILFORD, NEW HAMPSHIRE**

**NHDOT SBG NO. 09-26-2026**

Date: 4/2/26

To: LACONIA AIRPORT AUTHORITY

The undersigned (hereinafter called the Contractor) proposes to furnish all labor, equipment and materials required for "**REMARK AIRFIELD PROJECT**" in accordance with the accompanying Contract Documents as defined in the Supplemental General Provisions and prepared by McFarland Johnson, Inc., for the amounts listed below, subject to additions and deductions in accordance with the terms of the Specifications. It being understood that the Owner will be the sole judge as to acceptance of Bids and award of the Contract.

Bidder agrees to complete the work under this Contract within the time specified in the Invitation to Bid.

B. This Bid includes addenda:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>4/6/26</u>
_____	_____
_____	_____
_____	_____
_____	_____

C. Bidders agree to perform all of the work described in the Contract Documents and tabulated below for the following unit and lump sum prices.

It is understood that the quantities given in this Bid Form are approximate only and are given as a basis for comparison of Bids. The Owner does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the Bid shall apply without change to such variation in the quantity of each of the items, except as further clarified herein. The Owner further reserves the right to delete any item of work in whole or in part, in order to meet the available funding.

**BASE BID**

ITEM NO.	ESTIMATED QUANTITY/ UNITS	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C-105-1	1 LS	<u>MOBILIZATION (MAXIMUM 10%)</u> for the lump sum price of:  Ten thousand _____ _____ dollars and <u>Zero</u> _____ cents.	\$10,000	.00	\$10,000.	.00
M-200-1	1 LS	<u>MAINTENANCE AND PROTECTION OF TRAFFIC</u> for the lump sum price of:  Six thousand _____ _____ dollars and <u>Zero</u> _____ cents.	\$6,000	.00	\$6,000.	.00
P-620-5.1b	<u>101,000</u> SF	<u>EXISTING MARKING PREPARATION</u> for the unit price per square feet of:  Zero _____ _____ dollars and <u>five</u> _____ cents.	\$0	.05	\$5,050	.00
P-620-5.1a	<u>2,900</u> SF	<u>MARKING REMOVAL</u> for the unit price per square foot of:  One _____ _____ dollars and <u>Zero</u> _____ cents.	\$1	.00	\$2,900	.00

ITEM NO.	ESTIMATED QUANTITY/ UNITS	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
P-620-5.2b	103,900 SF	<u>SURFACE PAVEMENT MARKINGS</u> for the unit price per square foot of:  Zero _____ _____ dollars  and Fifty _____ cents.	\$0	.50	\$51,950	.00
P-620-5.3c	4,500 LB	<u>REFLECTIVE MEDIA</u> for the unit price per pound of:  Four _____ _____ dollars  and Zero _____ cents.	\$4	.00	\$18,000	.00

**BID SUMMARY**

BASE BID: Ninty-three thousand nine hundred  
 (Words)

\_\_\_\_\_ dollars and

zero cents (\$ 93,900.00 ).  
 (Figures)

**Note: Also record this Bid amount on the Bid Summary Sheet**

**ADDITIVE ALTERNATIVE NO. 1 BID**  
 Itinerant Apron Parking and Tie-down Markings

ITEM NO.	ESTIMATED QUANTITY/ UNITS	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C-105-1 Mobilization Included in Base Bid						
M-200-1	1 LS	<u>MAINTENANCE AND PROTECTION OF TRAFFIC</u> for the lump sum price of:  Five hundred _____ _____ dollars  and zero _____ cents.	\$500	.00	\$500	.00
P-620-5.1b	<u>1,800</u> SF	<u>EXISTING MARKING PREPARATION</u> for the unit price per square feet of:  Zero _____ _____ dollars  and five _____ cents.	\$0	.05	\$90	.00
P-620-5.2b	<u>1,800</u> SF	<u>SURFACE PAVEMENT MARKINGS</u> for the unit price per square foot of:  Zero _____ _____ dollars  and Fifty _____ cents:	\$0	.50	\$900	.00
P-620-5.3c	<u>200</u> LB	<u>REFLECTIVE MEDIA</u> for the unit price per pound of:  Four _____ _____ dollars  and zero _____ cents.	\$4	.00	\$800	.00

**BID SUMMARY**

ADDITIVE ALTERNATIVE NO. 1 BID: Two thousand two hundred ninety  
(Words)

\_\_\_\_\_ dollars and

zero \_\_\_\_\_ cents (\$ 2,290.00 )  
(Figures)

**Note: Also record this Bid amount on the Bid Summary Sheet**

**ADDITIVE ALTERNATIVE NO. 2 BID**  
Hold Position Markings for Taxiway A

ITEM NO.	ESTIMATED QUANTITY/ UNITS	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C-105-1 Mobilization is included in Base Bid						
M-200-1 Maintenance and Protection of Traffic is included in the Base Bid for Work Area 4.						
P-620-5.1b	5,300 SF	<u>EXISTING MARKING PREPARATION</u> for the unit price per square feet of:  Zero _____ _____ dollars  and five _____ cents.	\$0	.05	\$265	.00
P-620-5.2b	5,300 SF	<u>SURFACE PAVEMENT MARKINGS</u> for the unit price per square foot of:  Zero _____ _____ dollars  and fifty _____ cents.	\$0	.50	\$2,650	.00
P-620-5.3c	200 LB	<u>REFLECTIVE MEDIA</u> for the unit price per pound of:  Four _____ _____ dollars  and zero _____ cents.	\$4	.00	\$800	.00

**BID SUMMARY**

ADDITIVE ALTERNATIVE NO. 2 BID: Three thousand seven hundred fifteen  
(Words)

\_\_\_\_\_ dollars and

zero \_\_\_\_\_ cents (\$ 3,715.00 ).  
(Figures)

**Note: Also record this Bid amount on the Bid Summary Sheet**

**BID SUMMARY SHEET**

**BID SUMMARY**

**BASE BID:** Ninty-three thousand nine hundred  
(words)  
\_\_\_\_\_ dollars

and zero cents (\$ 93,900.00)  
(figures)

**BASE BID + ADDITIVE ALTERNATIVE NO. 1 :** Two thousand two hundred ninty  
(words)  
\_\_\_\_\_ dollars

and zero cents (\$ 2,290.00)  
(figures)

**BASE BID + ADDITIVE ALTERNATIVE NO. 2 :** Three thousand seven hundred fifteen  
(words)  
\_\_\_\_\_ dollars

and zero cents (\$ 3,715.00)  
(figures)

**BASE BID + ADDITIVE ALTERNATIVE NO. 1 + ADDITIVE ALTERNATIVE NO. 2 :**  
Ninty-nine thousand nine hundred five  
(words)  
\_\_\_\_\_ dollars

and zero cents (\$ 99,905.00)  
(figures)

The Owner reserves the right to award the project based on Base Bid alone; Base Bid and Alternate No. 1; Base Bid and Alternate No. 2; or Base Bid, Alternate No. 1, and Alternate No. 2.

The Owner reserves the right to delete any item of work in whole or in part, in order to meet the available funding.

Amounts are to be shown in both words and figures. In case of Discrepancy, the amount shown in words will govern.

The above unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for the period as specified in the Invitation to Bid.

The undersigned further certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned agrees that if they are selected as the Contractor they will, within five (5) calendar days, after presentation thereof by the Owner, unless otherwise directed in writing by the Owner, execute a Contract in accordance with the terms of this General Bid and furnish a Performance Bond for 100% of the Contract Price and Payment Bond for 100% of the Contract Price, each of a Surety company meeting the requirements contained in the Contract Documents and satisfactory to the Owner, the premiums of which are to be paid by the Contractor and are included in the Contract amount.

Bidder proposes to provide all labor and materials to complete the work, as specified in the Contract Documents, and as is reasonably expected due to the existing conditions and required construction.

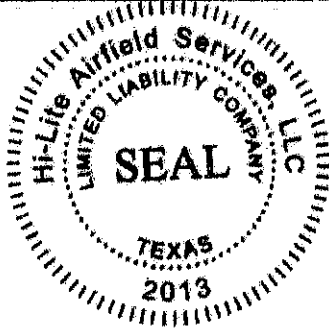
The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed on the work, and that they will comply fully with all laws and regulations applicable to award of this contract.

The undersigned agrees to guarantee all of the work performed under this Contract to be done in accordance with the Contract Documents in a good and workmanlike manner and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

The Bid Security attached in the sum of \$ 5% TAB is to become the property of the Owner, in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Hi-Lite Airfield Services, LLC  
Company Name

20128 NYS Rt 12F, Watertown, NY 13601  
Address



(SEAL - if Bid is by a corporation)

Christopher Miller  
Name of Authorized Signature

  
Signature

President

Title

4/2/26

Date

CERTIFICATE AS TO CORPORATE PRINCIPAL  
FOR PROPOSAL  
(IF A CORPORATION)

State of Florida

County of Manatee

On this 2nd day of April, 2026

before me personally came Christopher Miller

to me known, who being by me duly sworn, did depose and say as follows:

That they reside at 5204 15<sup>th</sup> St. W Palmetto FL 34221

and are the President

of Hi-Lite Airfield Sevices, LLC

the corporation described in, and which executed the foregoing instrument; that they know the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order they signed thereto their name and official designation.

Notary Public (Seal) Karrie K. Hanson  
My Commission expires: 6/18/2027



**PARTNERSHIP CERTIFICATE  
FOR PROPOSAL**

**(IF A PARTNERSHIP)**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026

before me personally appeared \_\_\_\_\_

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that they are a general partner in the firm of

\_\_\_\_\_;

and that said firm consists of themselves and \_\_\_\_\_

\_\_\_\_\_, and that they executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public (Seal) \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**INDIVIDUAL CERTIFICATE  
FOR PROPOSAL**

**(IF AN INDIVIDUAL)**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026

before me personally appeared \_\_\_\_\_

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that they are the owner of the

firm \_\_\_\_\_;

and that they executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public (Seal) \_\_\_\_\_

My Commission expires: \_\_\_\_\_

This signature page is included in this Proposal Documents to provide assistance to all Bidders in the form of a checklist and to stipulate that if any of the items mentioned below, but not limited to, are incomplete or otherwise incorrect, the Owner may reject the bid.

**I. BID CERTIFICATION CHECKLIST**

- A. Bid Certification Checklist Form with Signature ..... BC1 section

**II. BID PROPOSAL FORM AND BID BOND**

- A. Bid Proposal Acknowledgement Form of Addenda & Notes and Signature ..... P section
- B. Bid Bond (or other acceptable surety as stated in Information to Bidders) ..... BB section

**NOTE: Original hard copy of Bid Bond shall be submitted within 72 hours of bid to:**

Laconia Airport Authority  
Attn: Marv Everson – Airport Manager  
Laconia Municipal Airport  
65 Aviation Drive  
Gilford, NH 03429

**III. REQUIRED FORMS AND SIGNATURE**

- A. Bidders Qualifications and Certification ..... BC2 section
- B. Bidder's Proposed List of Subcontractors and Suppliers ..... BC3 section
- C. Certificate of Buy American Compliance - Construction Products ..... Form MJ-101
- D. Certificate of Offeror/Bidder Regarding Debarment ..... Form MJ-102
- E. FAA Proposed DBE and SB Utilization – DBE Neutral Projects ..... Form MJ 103A
- F. Subcontractor/Supplier DBE and SB Letter of Intent ..... Form MJ-104
- G. Prime Contractor – DBE/SB Reporting Information Form ..... Form MJ-105
- H. Subcontractor/Supplier – DBE/SB Reporting Information Form ..... Form MJ-106
- I. Certification Regarding Lobbying ..... Form MJ-107
- J. Cert. of Offeror/Bidder Regarding Tax Delinquency & Felony Conviction ..... Form MJ-109
- K. Trade Restriction Certification ..... Form MJ-110
- L. Non-Collusion Affidavit (Bidder/Offeror) ..... Form MJ-111

**IV. PROPOSAL SECTION NOTES**

Unit Price Bids will be considered to be incomplete if any of the following conditions exist:

- A. Unit Price in figures is omitted
- B. A zero, N/A, or blank is to be used as a bid price in the Bid Form.

**V. MISCELLANEOUS NOTES**

- A. All Forms shall be in **BLUE** or **BLACK INK** or **TYPED**
- B. All documents provided with the proposal form are considered a part thereof and must not be altered when the proposal is submitted.

**VI. CERTIFICATION SUMMARY**

I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid.

  
Bidder Signature Christopher Miller, President

4/2/26  
Date

**BIDDERS'S QUALIFICATIONS AND CERTIFICATION**

**NOTE: This section is to be notarized.**

The undersigned submits answers to the following questions to enable the Owner to judge his or her experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom? State their special qualifications.

Tim Hurtibus, Northeast Project Manager, 11 Years

Project Superintendent - TBD based on scheduling and availability

2. Describe equipment you propose to use. State whether you own or rent it.

See attached equipment list., equiement owned as listed

(Attach additional sheets as necessary.)

3. How many years has your organization been in business as a Contractor under the name in which you propose to execute this Contract?

36 years. Hi-Lite Airfield Services organized in December 2013, formally knows as Hi-Lite Markings, Inc.



5. Has your present organization ever failed to complete any work awarded to it? If so, state when, where and why.

No.

6. Give below, the name of one or more banks which have information that would enable them to advise regarding the financial ability of your company.

Name of Bank:                      Address:                                      Telephone No.

Webster Bank, 360 Hamilton Ave. 7th Fl, White Plains, NY 10601. (212)757-8006

7. The names and residences of all persons and parties interested in this proposal as principals are as follows:

NOTE: In case of a corporation, give names of officers and directors; in case of a partnership, give names of all partners.


Christopher Miller, President

Joel Rarick, Vice President

8. Systems of Award Management (SAMS.gov) Unique Entity ID# QVMNQC8PN876.  
Prior to submitting bid, bidder shall register with SAMS.GOV and provide their companies Unique Entity Identifier. This registration is essential to determine contract eligibility and payment processing under federally funded projects. Non-compliance will result in bid rejection and/or payment delays.

Dated at 11:15 AM this  
day of 2nd April, 2026.

Name of Bidder: Hi-Lite Airfield Sevices, LLC

By: Christopher Miller 

Title: President

State of Florida ss.

County of Manatee

Being duly sworn, deposes and says that he/she is

President  
(Title)

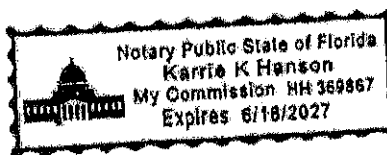
of Hi-Lite Airfield Sevices, LLC and that the answers to the  
(name of organization)

foregoing questions and statements contained therein are true and correct.

Sworn to before me this 2nd day of  
April 2026.

My commission expires:

06/18/2027  
Karrie K. Hanson  
Notary Public



CERTIFICATE AS TO CORPORATE PRINCIPAL  
FOR PROPOSAL

(IF A CORPORATION)

State of Florida

County of Manatee

On this 2nd day of April, 2026

before me personally came Christopher Miller

to me known, who being by me duly sworn, did depose and say as follows:

That they reside at 3204 15th St. W. Palmetto FL 34221

and are the President

of Hi-Lite Airfield Services, LLC

the corporation described in and which executed the foregoing instrument; that they know the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order they signed thereto their name and official designation.

Karrie K Hanson  
Notary Public (Seal)



My Commission expires: 06/15/2027

**PARTNERSHIP CERTIFICATE  
FOR PROPOSAL**

**(IF A PARTNERSHIP)**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026

before me personally appeared \_\_\_\_\_

known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that they are a general partner in the firm of \_\_\_\_\_;

and that said firm consists of themselves and \_\_\_\_\_

\_\_\_\_\_ and that they executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public (Seal)

My commission expires:

\_\_\_\_\_

**INDIVIDUAL CERTIFICATE  
FOR PROPOSAL  
(IF AN INDIVIDUAL)**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026

before me personally appeared \_\_\_\_\_

known to me and known by me to be the person who executed the above Instrument, who, being by me first duly sworn, did depose and say that they are the owner of the

firm \_\_\_\_\_;

and that they executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

\_\_\_\_\_  
Notary Public (Seal)

My commission expires:

\_\_\_\_\_

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: SBG 09-26-2026

Description of Work: Design, Bidding, and Construction Support for Airfield Marking Project

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).  
 Yes    No    N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:  
 a. Abide by the terms of the statement; and  
 b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.  
 Yes    No    N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).  
 Yes    No    N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:  
 a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and  
 b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.  
 Yes    No    N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).  
 Yes    No    N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Laconia Municipal Airport  
 Address: 65 Aviation Drive, Gilford, NH 03249

**Location 2 (if applicable)**

Name of Location: McFarland-Johnson, Inc.  
 Address: 53 Regional Drive, Concord, NH 03301

**Location 3 (if applicable)**

Name of Location:  
 Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this *13<sup>th</sup>* day of *April*, *2016* ,

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Mike Bordes

Title of Sponsor's Authorized Official: Mayor, City of Laconia

Signature of Sponsor's Authorized Official: \_\_\_\_\_



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

---

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: SBG 09-26-2026

Description of Work: Design, Bidding, and Construction Support for Airfield Marking Project

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this *13<sup>th</sup>* day of *April*, *2026*.

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Mike Bordes

Title of Sponsor's Authorized Official: Mayor, City of Laconia

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

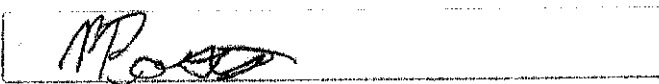
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L., "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-L.L., "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Laconia Airport Authority	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	*First Name: Mike Middle Name:
*Last Name: Bordes	Suffix:
*Title: Mayor, City of Laconia	
* SIGNATURE: 	* DATE: 4/13/2026

## **ASSURANCES**

### **AIRPORT SPONSORS**

---

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

##### **1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

#### FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### **FOOTNOTES TO ASSURANCE (C)(1)**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

#### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

## **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, It will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Laconia Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of March 27, 2026.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

### **40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



# Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

<sup>1</sup> All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IJA PROJECTS ONLY**

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: SBG 09-26-2026

Description of Work: Design, Bidding, and Construction Support for Airfield Marking Project

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
 Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
 Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes  No  N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place (2 CFR §200.318(j)).

Yes  No  N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes  No  N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this *11<sup>th</sup>* day of *April, 2016*,

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Mike Bordes

Title of Sponsor's Authorized Official: Mayor, City of Laconia

Signature of Sponsor's Authorized Official: \_\_\_\_\_



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: SBG 09-26-2026

Description of Work: Design, Bidding, and Construction Support for Airfield Marking Project

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes    No    N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this *13<sup>th</sup>* day of *April*, *2026*

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Mike Bordes

Title of Sponsor's Authorized Official: Mayor, City of Laconia

Signature of Sponsor's Authorized Official: *MBordes*

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: SBG 09-26-2026

Description of Work: Design, Bidding, and Construction Support for Airfield Marking Project

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes  No  N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes  No  N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes  No  N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)), was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes  No  N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes  No  N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 13<sup>th</sup> day of April, 2006

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Mike Bordes

Title of Sponsor's Authorized Official: Mayor, City of Laconia

Signature of Sponsor's Authorized Official: \_\_\_\_\_



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: Laconia Airport Authority

Airport: Laconia Municipal Airport

Project Number: SBG 09-26-2026

Description of Work: Design, Bidding, and Construction Support for Airfield Marking Project

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes    No    N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes    No    N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes    No    N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes    No    N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes    No    N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes    No    N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes    No    N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 12<sup>th</sup> day of August, 2016,

Name of Sponsor: Laconia Airport Authority

Name of Sponsor's Authorized Official: Mike Bordes

Title of Sponsor's Authorized Official: Mayor, City of Laconia

Signature of Sponsor's Authorized Official: \_\_\_\_\_



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.