



**Auburn Lewiston Municipal Airport
Board of Directors - Meeting Agenda
August, 2023 5:30 P.M.**

Administrative Conference Room 80 Airport Drive, Auburn, Maine

Board of Directors Meeting

- I. Consent Items – All items with an asterisk (*) are considered routine and will be enacted by one motion.**
- II. Minutes**
 - 1. June 14, 2023 Board Meeting**
- III. Financial Report – Treasurer**
 1. FY 2023 Revenue and Expense
 2. FY 2024 July (Revenue and Expense, Balance Sheet)
 3. FBO Fuel Sales Update
- IV. Communications**
 1. Letter from Lewiston Auburn Economic Growth Council – Matt Garside Appointment
 2. Lewiston City Council Actions of July 18, 2023 (Hangar Loan and Property Sales)
 3. Auburn City Council Actions of August 7, 2023 (Hangar Loan and Property Sales)
 4. FAA Corrective Action Plan Response Letter
 5. Self-Serve Fuel RFP (Plans, Specifications, Addendum)
 6. Engineering Services RFQ
- V. Public Comment – *Members of the public are invited to speak to the Board of Directors about any issue directly related to airport business.***
- VI. Old Business**
- VII. New Business**
 1. Authorizing the Board Chair to execute a lease amendment with The Cheesy Skillet
- VIII. Reports**
 1. Board Chair Report
 - a. Update on Hangar #5
 - b. Discussion on aviation fuels contract
 - c. Discussion on planning for private hangar development
 2. Board of Directors Reports

IX. Executive Sessions

1. Discussion of Personnel Matters (Pursuant to 1 MRSA 405(6)a) – *No action to follow*
2. Discussion of real estate negotiation (Pursuant to 1 MRSA 405(6)c) - *No action to follow*
3. Discussion on contemplated litigation (Pursuant to 1 MRSA 405(6)e) – *No action to follow*

X. Adjournment

Executive Session: On occasion, the Board of Directors discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Director must make a motion in public. The motion must be recorded. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable are:

A. Discussion of personnel issues

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency

D. Labor contracts

E. Contemplated litigation



Auburn Lewiston Municipal Airport

Board of Directors

Meeting Minutes

June 14, 2023 5:30 P.M.

Administrative Conference Room 80 Airport Drive, Auburn, Maine

Attendance – J. LaBonte, K. Nadeau, B. McCarthy, R. Whiting, M. Blais, T. Roy (arrived at 5:53 PM), L. Allen (arrived at 6:50 PM)

Meeting called to order at 5:31 PM

I. Consent Items – All items with an asterisk (*) are considered routine and will be enacted by one motion.

II. Minutes

1. May 17, 2023 Board Meeting, June 7, 2023 Board Meeting – On a motion by K. Nadeau and a second by B. McCarthy, both minutes approved 5-0.

III. Financial Report – Treasurer – (*Note: the Financial Report was taken out of order upon arrival of Treasurer T. Roy*) – On a motion by M. Blais and second by K. Nadeau the financial reports were accepted and placed on file by a vote of 6-0.

IV. Communications

V. Public Comment – *Members of the public are invited to speak to the Board of Directors about any issue directly related to airport business.*

VI. Old Business

VII. New Business

1. Authorizing the Board Chair to submit appropriate documentation to appoint Rita Beaudry, Grants Manager for the City of Auburn, as Entity Administrator within the Federal System for Award Management (SAM) –

On a motion by B. McCarthy and a second by R. Whiting, the board voted in favor by a vote of 5-0

2. Authorizing the Board Chair to execute modification #2 for East Apron Contract with Hoyle Tanner

On a motion by B. McCarthy and a second by M. Blais the board voted in favor by a vote of 5-0.

3. Approving the FAA/MaineDOT 5-Year Capital Improvement Plan

On a motion by R. Whiting and a second by M. Blais the board voted in favor by a vote of 5-0.

4. Approving the Fiscal Year 2024 Airport Budget

A motion was made by B. McCarthy and a second by R. Whiting to approve the FY2024 Airport Budget. A motion to amend the budget was made by T. Roy and a second by R. Whiting to add \$50,000 to the Regular Salaries line for an Airport Manager and offset the expense with a \$50,000 increase in Rental Income, that motion passed 6-0. The amended motion passed by a vote of 6-0.

5. Authorizing the Board Chair to submit the Corrective Action Plan memo to the FAA pursuant to their Land Use Inspection Report

On a motion by M. Blais and a second by T. Roy the board voted in favor by a vote of 7-0.

6. Election of Open Officer Positions

- i. Vice-Chair – On a motion by M. Blais and second by K. Nadeau, B. McCarthy was nominated as Vice-Chair of the Board. Motion passed 7-0
- ii. Secretary – On a motion by K. Nadeau and second by B. McCarthy, L. Allen was nominated as Secretary of the Board. Motion passed 7-0.

On a motion by B. McCarthy and a second by T. Roy, the board voted to suspend the rules to add an additional agenda item. The vote in favor was 5-2, with J. LaBonte and R. Whiting opposed.

On a motion by B. McCarthy and a second by K. Nadeau, the board voted to require the Chair to confer with the Vice-Chair on all substantive management decisions. The final vote was 4-3, with J. LaBonte, R. Whiting, and L. Allen opposed.

IX. Executive Sessions

a. Real estate negotiation (Pursuant to 1 MRSA 405(6)c)

On a motion by B. McCarthy and a second by K. Nadeau the board voted to enter executive session by a vote of 7-0.

X. Adjournment – Motion by T. Roy and second by B. McCarthy, 7-0 vote for adjournment at 8:00 PM

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9000 Airport Operations							
9000 Airport Operations							
9000 420035 Fees - Fuel Flowage	-20,000	0	-20,000	-12,081.79	.00	-7,918.21	60.4%*
9000 420040 Fees - Landings	-30,000	0	-30,000	-29,729.59	.00	-270.41	99.1%*
9000 429005 Christian Hill Mate	-97,500	0	-97,500	-71,866.83	.00	-25,633.17	73.7%*
9000 429025 Rental Fees	-248,290	0	-248,290	-208,372.36	.00	-39,917.64	83.9%*
TOTAL NO PROJECT	-395,790	0	-395,790	-322,050.57	.00	-73,739.43	81.4%
TOTAL Airport Operations	-395,790	0	-395,790	-322,050.57	.00	-73,739.43	81.4%
9001 Airport Personnel							
9001 611000 Regular salaries	305,107	0	305,107	287,229.30	.00	17,877.70	94.1%
9001 613000 Overtime	4,000	0	4,000	5,054.11	.00	-1,054.11	126.4%*
9001 617020 Fringe Benefits	132,902	0	132,902	118,956.65	.00	13,945.35	89.5%
9001 617030 Professional Develo	14,755	0	14,755	1,938.09	.00	12,816.91	13.1%
TOTAL NO PROJECT	456,764	0	456,764	413,178.15	.00	43,585.85	90.5%
TOTAL Airport Personnel	456,764	0	456,764	413,178.15	.00	43,585.85	90.5%
9002 Airport Operations							
9002 628000 Contract Services	2,000	0	2,000	10,491.00	.00	-8,491.00	524.6%*
9002 633030 Fuels and Oil for v	12,700	0	12,700	18,174.62	.00	-5,474.62	143.1%*
9002 633040 Snow and Ice Contro	30,988	0	30,988	17,385.00	.00	13,603.00	56.1%
9002 641100 Utilities	33,425	0	33,425	50,640.98	.00	-17,215.98	151.5%*
TOTAL NO PROJECT	79,113	0	79,113	96,691.60	.00	-17,578.60	122.2%
TOTAL Airport Operations	79,113	0	79,113	96,691.60	.00	-17,578.60	122.2%
9003 Airport Maintenance							
9003 628019 Building Maintenan	36,800	0	36,800	48,585.83	.00	-11,785.83	132.0%*

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
9003 628020 Vehicle Maintenance	20,875	0	20,875	21,040.88	.00	-165.88	100.8%*	
9003 628021 Radio Maintenance	3,050	0	3,050	360.95	.00	2,689.05	11.8%	
9003 628038 Electrical Maintena	5,000	0	5,000	7,756.65	.00	-2,756.65	155.1%*	
9003 628039 Airfield Maintenanc	26,710	5,405	32,115	18,408.84	.00	13,706.51	57.3%	
9003 633041 Computer/Office Mac	20,000	0	20,000	20,657.05	.00	-657.05	103.3%*	
9003 633042 Pavement Maintenc	7,298	0	7,298	.00	.00	7,298.00	.0%	
TOTAL NO PROJECT	119,733	5,405	125,138	116,810.20	.00	8,328.15	93.3%	
TOTAL Airport Maintenance	119,733	5,405	125,138	116,810.20	.00	8,328.15	93.3%	
9004 Airport Administration								
9004 620000 Advertising and Pr	12,500	2,565	15,065	12,458.38	.00	2,606.87	82.7%	
9004 628000 Professional Servic	15,000	0	15,000	29,844.82	.00	-14,844.82	199.0%*	
9004 628016 Legal Services	15,000	0	15,000	37,699.58	.00	-22,699.58	251.3%*	
9004 628041 Hangar Lease	115,000	0	115,000	.00	.00	115,000.00	.0%	
9004 633000 Office Supplies	4,600	0	4,600	4,436.38	.00	163.62	96.4%	
9004 640000 Telephone and Inter	6,260	0	6,260	5,048.34	.00	1,211.66	80.6%	
9004 645000 Insurance Premiums	41,486	0	41,486	36,220.63	.00	5,265.37	87.3%	
TOTAL NO PROJECT	209,846	2,565	212,411	125,708.13	.00	86,703.12	59.2%	
TOTAL Airport Administration	209,846	2,565	212,411	125,708.13	.00	86,703.12	59.2%	
9005 Airport Other Income								
9005 401600 Municipal Subsidy	-410,000	0	-410,000	-410,000.00	.00	.00	100.0%	
9005 402003 Tax Sharing Revenue	-28,000	0	-28,000	.00	.00	-28,000.00	.0%*	
9005 420063 Service Fees	-1,500	0	-1,500	-467.00	.00	-1,033.00	31.1%*	
9005 422000 Investment Income	-1,100	0	-1,100	-2,946.03	.00	1,846.03	267.8%	
9005 429013 Sale of Assets	-45,000	0	-45,000	-49,169.56	.00	4,169.56	109.3%	
9005 429019 FLIGHT SIMULATOR	-7,000	0	-7,000	-192.00	.00	-6,808.00	2.7%*	
TOTAL NO PROJECT	-492,600	0	-492,600	-462,774.59	.00	-29,825.41	93.9%	
TOTAL Airport Other Income	-492,600	0	-492,600	-462,774.59	.00	-29,825.41	93.9%	
9010 Airport-FBO								
9010 420035 Fees - Fuel and Oi	-1,066,000	0	-1,066,000	-707,853.01	.00	-358,146.99	66.4%*	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9010 420051 Fees - Tie Down/Han	-35,000	0	-35,000	-50,722.95	.00	15,722.95	144.9%
9010 420059 Fees-Catering	-2,500	0	-2,500	-1,231.05	.00	-1,268.95	49.2%*
9010 420060 After Hour Call Out	-6,000	0	-6,000	-14,600.00	.00	8,600.00	243.3%
9010 420061 Flight Line Service	-6,475	0	-6,475	-2,218.93	.00	-4,256.07	34.3%*
9010 420064 Rental Car	0	0	0	-2,017.80	.00	2,017.80	100.0%
TOTAL NO PROJECT	-1,115,975	0	-1,115,975	-778,643.74	.00	-337,331.26	69.8%
TOTAL Airport-FBO	-1,115,975	0	-1,115,975	-778,643.74	.00	-337,331.26	69.8%
9015 Services (FBO) Expenses							
9015 611000 Regular salaries	232,398	0	232,398	197,639.52	.00	34,758.48	85.0%
9015 613000 Overtime	4,000	0	4,000	6,245.08	.00	-2,245.08	156.1%*
9015 617020 Fringe Benefits	148,133	0	148,133	36,873.68	.00	111,259.32	24.9%
9015 620000 Advertising	6,000	2,565	8,565	17.85	.00	8,547.39	.2%
9015 628000 Professional	15,700	0	15,700	168.79	.00	15,531.21	1.1%
9015 628021 Plant Equipment	2,065	5,773	7,838	7,926.20	.00	-88.10	101.1%*
9015 628044 Ground Support Equi	22,400	3,116	25,516	27,679.99	.00	-2,164.31	108.5%*
9015 633030 Fuels & Oils	691,201	5,924	697,125	513,707.07	61,876.33	121,541.35	82.6%
9015 633045 Supplies Aircraft M	849	0	849	536.85	.00	312.15	63.2%
9015 641100 Utilities	16,163	0	16,163	16,649.18	.00	-486.18	103.0%*
TOTAL NO PROJECT	1,138,909	17,378	1,156,287	807,444.21	61,876.33	286,966.23	75.2%
TOTAL Services (FBO) Expenses	1,138,909	17,378	1,156,287	807,444.21	61,876.33	286,966.23	75.2%
TOTAL Airport Operations	0	25,348	25,348	-3,636.61	61,876.33	-32,891.35	229.8%
TOTAL REVENUES	-2,004,365	0	-2,004,365	-1,563,468.90	.00	-440,896.10	
TOTAL EXPENSES	2,004,365	25,348	2,029,713	1,559,832.29	61,876.33	408,004.75	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ACCOUNTS FOR:			ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
9020 Airport Capital Projects Fund			APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9020 Airport Capital Projects									
9020 402003	Tax Sharing Revenue		0	0	0	-23,100.00	.00	23,100.00	100.0%
9020 440012	GSE-GPU		0	0	0	-3,750.00	.00	3,750.00	100.0%
TOTAL NO PROJECT			0	0	0	-26,850.00	.00	26,850.00	100.0%
L18 L18-FUEL FARM									
9020 650000	L18 Capital- Fuel F		0	332	332	.00	331.62	.00	100.0%
TOTAL L18-FUEL FARM			0	332	332	.00	331.62	.00	100.0%
L20 RECONSTRUCT FBO RAMP-TANK REMOVAL									
9020 650000	L20 RECONSTRUCT FBO		0	0	0	2,500.00	.00	-2,500.00	100.0%*
TOTAL RECONSTRUCT FBO RAMP-TANK REMO			0	0	0	2,500.00	.00	-2,500.00	100.0%
L22 L22-LOADER AND PUSHER									
9020 440000	L22 Local Airport Pr		0	0	0	-285,248.00	.00	285,248.00	100.0%
9020 650000	L22 LOADER AND PUSHE		0	283,248	283,248	284,504.17	.00	-1,256.17	100.4%*
TOTAL L22-LOADER AND PUSHER			0	283,248	283,248	-743.83	.00	283,991.83	-.3%
PR022 Terminal Ramp Project									
9020 650000	PR022 Terminal Ramp		0	13,341	13,341	.00	13,341.32	.00	100.0%
TOTAL Terminal Ramp Project			0	13,341	13,341	.00	13,341.32	.00	100.0%
PR023 Taxiway B Reconstruction									
9020 650000	PR023 Taxiway B Reco		0	47,620	47,620	.00	47,620.07	.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
9020 Airport Capital Projects Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
TOTAL Taxiway B Reconstruction	0	47,620	47,620	.00	47,620.07	.00	100.0%
PR024 PR024-Runway Design							
9020 650000 PR024 Runway Design	0	5,517	5,517	.00	5,516.89	.00	100.0%
TOTAL PR024-Runway Design	0	5,517	5,517	.00	5,516.89	.00	100.0%
PR026 PR026-RUNWAY REHAB							
9020 440000 PR026 Local Airport	0	0	0	-44,029.71	.00	44,029.71	100.0%
9020 650000 PR026 Capital-RUNWAY	0	194,268	194,268	17,609.60	176,658.23	.00	100.0%
TOTAL PR026-RUNWAY REHAB	0	194,268	194,268	-26,420.11	176,658.23	44,029.71	77.3%
PR028 RECONSTRUCT 17/35 TAXI B & J							
9020 440000 PR028 RECONSTRUCT-TA	0	0	0	-14,702.37	.00	14,702.37	100.0%
9020 650000 PR028 Capital-Recons	0	198,380	198,380	65,545.56	132,834.15	.00	100.0%
TOTAL RECONSTRUCT 17/35 TAXI B & J	0	198,380	198,380	50,843.19	132,834.15	14,702.37	92.6%
PR031 ACQUIRE LAND FOSTER ROAD							
9020 440000 PR031 ACQUIRE LAND F	0	0	0	-55,697.25	.00	55,697.25	100.0%
TOTAL ACQUIRE LAND FOSTER ROAD	0	0	0	-55,697.25	.00	55,697.25	100.0%
PR032 RAMP EAST APRON							
9020 440000 PR032 RAMP EAST APRO	0	0	0	-1,232,671.75	.00	1,232,671.75	100.0%
TOTAL RAMP EAST APRON	0	0	0	-1,232,671.75	.00	1,232,671.75	100.0%
PR034 PR034-AIRPORT MASTER PLAN							

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
9020	Airport Capital Projects Fund	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9020 650000	PRO34 CAPITAL-AIRPOR	0	0	0	2,000.00	.00	-2,000.00	100.0%*
	TOTAL PRO34-AIRPORT MASTER PLAN	0	0	0	2,000.00	.00	-2,000.00	100.0%
PRO32 EAST APRON								
9020 650000	PRO32 EAST APRON	0	0	0	1,690,245.07	.00	-1,690,245.07	100.0%*
	TOTAL EAST APRON	0	0	0	1,690,245.07	.00	-1,690,245.07	100.0%
REA HTA ENGINEERING SERVICES E APRON								
9020 650000	REA EAST APRON	0	94,938	94,938	68,921.42	46,122.21	-20,105.59	121.2%*
	TOTAL HTA ENGINEERING SERVICES E APR	0	94,938	94,938	68,921.42	46,122.21	-20,105.59	121.2%
	TOTAL Airport Capital Projects	0	837,643	837,643	472,126.74	422,424.49	-56,907.75	106.8%
	TOTAL Airport Capital Projects Fund	0	837,643	837,643	472,126.74	422,424.49	-56,907.75	106.8%
	TOTAL REVENUES	0	0	0	-1,659,199.08	.00	1,659,199.08	
	TOTAL EXPENSES	0	837,643	837,643	2,131,325.82	422,424.49	-1,716,106.83	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9030 Airport Land Fund							
9030 Airport Land Fund							
9030 659070 Airport Land	0	7,000	7,000	.00	7,000.00	.00	100.0%
TOTAL NO PROJECT	0	7,000	7,000	.00	7,000.00	.00	100.0%
TOTAL Airport Land Fund	0	7,000	7,000	.00	7,000.00	.00	100.0%
90306022 Airport Investment Income							
90306022 422002 Investment Inco	0	0	0	-1,464.18	.00	1,464.18	100.0%
TOTAL Airport Investment Income	0	0	0	-1,464.18	.00	1,464.18	100.0%
TOTAL Airport Land Fund	0	7,000	7,000	-1,464.18	7,000.00	1,464.18	79.1%
TOTAL REVENUES	0	0	0	-1,464.18	.00	1,464.18	
TOTAL EXPENSES	0	7,000	7,000	.00	7,000.00	.00	

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	0	869,992	869,992	467,025.95	491,300.82	-88,334.92	110.2%

** END OF REPORT - Generated by Gina Klemanski **

YEAR-TO-DATE BUDGET REPORT

FOR 2024 01

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9000 Airport Operations							
9000 Airport Operations							
9000 420035 Fees - Fuel Flowage	-13,500	0	-13,500	.00	.00	-13,500.00	.0%
9000 420040 Fees - Landings	-27,000	0	-27,000	-2,625.27	.00	-24,374.73	9.7%
9000 429005 Christian Hill Mate	-100,000	0	-100,000	.00	.00	-100,000.00	.0%
9000 429025 Rental Fees	-207,500	0	-207,500	-8,792.71	.00	-198,707.29	4.2%
TOTAL NO PROJECT	-348,000	0	-348,000	-11,417.98	.00	-336,582.02	3.3%
TOTAL Airport Operations	-348,000	0	-348,000	-11,417.98	.00	-336,582.02	3.3%
9001 Airport Personnel							
9001 611000 Regular Salaries	262,035	0	262,035	10,080.68	.00	251,954.32	3.8%
9001 613000 Overtime	4,000	0	4,000	427.95	.00	3,572.05	10.7%
9001 617020 Fringe Benefits	159,620	0	159,620	5,943.32	.00	153,676.68	3.7%
9001 617030 Professional Develo	6,000	0	6,000	.00	.00	6,000.00	.0%
TOTAL NO PROJECT	431,655	0	431,655	16,451.95	.00	415,203.05	3.8%
TOTAL Airport Personnel	431,655	0	431,655	16,451.95	.00	415,203.05	3.8%
9002 Airport Operations							
9002 628000 Contract Services	9,000	0	9,000	.00	.00	9,000.00	.0%
9002 633030 Fuels and Oil for v	20,000	0	20,000	3,293.75	.00	16,706.25	16.5%
9002 633040 Snow and Ice Contro	18,000	0	18,000	.00	.00	18,000.00	.0%
9002 641100 Utilities	125,500	0	125,500	.00	.00	125,500.00	.0%
TOTAL NO PROJECT	172,500	0	172,500	3,293.75	.00	169,206.25	1.9%
TOTAL Airport Operations	172,500	0	172,500	3,293.75	.00	169,206.25	1.9%
9003 Airport Maintenance							
9003 628000 PS - Gen/Profession	0	0	0	30.00	.00	-30.00	100.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 01

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL
9003 628019 Building Maintenan	23,100	0	23,100		445.76	.00	22,654.24	1.9%
9003 628020 Vehicle Maintenance	17,831	0	17,831		.00	.00	17,831.00	.0%
9003 628021 Radio Maintenance	1,700	0	1,700		.00	.00	1,700.00	.0%
9003 628038 Electrical Maintena	7,000	0	7,000		.00	.00	7,000.00	.0%
9003 628039 Airfield Maintenance	30,750	0	30,750		.00	.00	30,750.00	.0%
9003 633041 Computer/Office Mac	20,500	0	20,500		988.20	.00	19,511.80	4.8%
9003 633042 Pavement Maintenan	6,000	0	6,000		.00	.00	6,000.00	.0%
TOTAL NO PROJECT	106,881	0	106,881		1,463.96	.00	105,417.04	1.4%
TOTAL Airport Maintenance	106,881	0	106,881		1,463.96	.00	105,417.04	1.4%
9004 Airport Administration								
9004 620000 Advertising and Pr	6,500	0	6,500		.00	.00	6,500.00	.0%
9004 628000 Professional Servic	35,800	0	35,800		.00	.00	35,800.00	.0%
9004 628016 Legal Services	45,000	0	45,000		.00	.00	45,000.00	.0%
9004 628041 Hangar Lease	12,000	0	12,000		.00	.00	12,000.00	.0%
9004 633000 Office Supplies	4,100	0	4,100		.00	.00	4,100.00	.0%
9004 640000 Telephone and Inter	5,700	0	5,700		410.68	.00	5,289.32	7.2%
9004 645000 Insurance Premiums	40,200	0	40,200		14,236.00	.00	25,964.00	35.4%
TOTAL NO PROJECT	149,300	0	149,300		14,646.68	.00	134,653.32	9.8%
TOTAL Airport Administration	149,300	0	149,300		14,646.68	.00	134,653.32	9.8%
9005 Airport Other Income								
9005 401600 Municipal Subsidy	-410,000	0	-410,000		-256,250.00	.00	-153,750.00	62.5%
9005 420063 Service Fees	-500	0	-500		-9.75	.00	-490.25	2.0%
9005 422000 Investment Income	-1,000	0	-1,000		-405.01	.00	-594.99	40.5%
9005 429013 Sale of Assets	-75,000	0	-75,000		.00	.00	-75,000.00	.0%
9005 429019 FLIGHT SIMULATOR	-6,500	0	-6,500		.00	.00	-6,500.00	.0%
TOTAL NO PROJECT	-493,000	0	-493,000		-256,664.76	.00	-236,335.24	52.1%
TOTAL Airport Other Income	-493,000	0	-493,000		-256,664.76	.00	-236,335.24	52.1%
9010 Airport-FBO								
9010 420035 Fees - Fuel and Oi	-661,372	0	-661,372		-27,349.87	.00	-634,022.13	4.1%

YEAR-TO-DATE BUDGET REPORT

FOR 2024 01

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	ACTUAL		BUDGET	USE/COL
9010 420051 Fees - Tie Down/Han	-50,000	0	-50,000	-5,699.00	.00	-44,301.00	11.4%
9010 420059 Fees-Catering	0	0	0	-45.51	.00	45.51	100.0%
9010 420060 After Hour Call Out	-5,625	0	-5,625	-645.00	.00	-4,980.00	11.5%
9010 420061 Flight Line Service	-6,620	0	-6,620	.00	.00	-6,620.00	.0%
9010 420064 Rental Car	-3,340	0	-3,340	-129.94	.00	-3,210.06	3.9%
9010 420915 Service Lease	-7,200	0	-7,200	.00	.00	-7,200.00	.0%
TOTAL NO PROJECT	-734,157	0	-734,157	-33,869.32	.00	-700,287.68	4.6%
TOTAL Airport-FBO	-734,157	0	-734,157	-33,869.32	.00	-700,287.68	4.6%
9015 Services (FBO) Expenses							
9015 611000 Regular Salaries	150,000	0	150,000	11,408.91	.00	138,591.09	7.6%
9015 613000 Overtime	4,000	0	4,000	31.98	.00	3,968.02	.8%
9015 617020 Fringe Benefits	0	0	0	-57.00	.00	57.00	100.0%
9015 620000 Advertising	1,200	0	1,200	.00	.00	1,200.00	.0%
9015 628021 Plant Equipment	2,065	0	2,065	.00	.00	2,065.00	.0%
9015 628044 Ground Support Equi	16,000	0	16,000	2,743.00	.00	13,257.00	17.1%
9015 628071 Fuel Flowage	12,500	0	12,500	2,780.90	.00	9,719.10	22.2%
9015 633030 Fuels & Oils	525,000	0	525,000	90,213.15	207,005.95	227,780.90	56.6%
9015 645000 Insurance Premiums	2,500	0	2,500	.00	.00	2,500.00	.0%
TOTAL NO PROJECT	713,265	0	713,265	107,120.94	207,005.95	399,138.11	44.0%
TOTAL Services (FBO) Expenses	713,265	0	713,265	107,120.94	207,005.95	399,138.11	44.0%
TOTAL Airport Operations	-1,556	0	-1,556	-158,974.78	207,005.95	-49,587.17	-3086.8%
TOTAL REVENUES	-1,575,157	0	-1,575,157	-301,952.06	.00	-1,273,204.94	
TOTAL EXPENSES	1,573,601	0	1,573,601	142,977.28	207,005.95	1,223,617.77	

BALANCE SHEET FOR 2024 1

FUND: 9000 Airport Operations			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
9000	011010	Airport Checking	-65,094.22	100,226.27
9000	011030	Cash-Petty Cash	.00	700.00
9000	011140	Interest Receivable	.00	.01
9000	011530	Accounts Receivable	209,002.65	304,592.61
9000	011545	Lease Receivable	.00	3,028,598.23
9000	011810	Prepaid Expenses	.00	15,162.01
9000	011811	Prepaid Rent	.00	-9,077.89
9000	011900	INVENTORY FOR RESALE	.00	88,568.46
9000	012110	Land	.00	1,717,208.27
9000	012111	Land Improvements	.00	18,381,864.81
9000	012112	Construction In Progress	.00	8,782,874.81
9000	012310	Buildings & Bldg Improvements	.00	4,458,442.82
9000	012410	Machinery & Equipment	.00	1,514,774.52
9000	012900	Accumulated Depreciation	.00	-17,154,817.76
9000	013000	DEF OUTFLOW-NET PENSION	.00	35,342.94
9000	016000	DUE TO / DUE FROM	-5,039.18	-12,656,731.74
TOTAL ASSETS			138,869.25	8,607,728.37
LIABILITIES				
9000	024210	Accounts Payable	23,939.73	-95,544.80
9000	024230	Loan Payable-City of Auburn	.00	-599,531.67
9000	024231	Loan Payable-City of Lewiston	.00	-599,531.67
9000	024610	Accrued Payroll	.00	-3,758.30
9000	024611	Compensated Absences	.00	-34,747.63
9000	024730	ICMA Deferred Comp-City	-220.00	-220.00
9000	024734	ME State Retirement	-758.06	-758.06
9000	024742	ICMA-Airport	-460.76	-460.76
9000	024758	MMA Health Ins-Airport	-2,301.96	-2,301.96
9000	024765	Dental	-87.59	-87.59
9000	024772	Flex Spending-Airport	10.00	10.00
9000	024773	Vision	-11.19	-11.19
9000	024829	DUE TO STATE - SALES TAX	-4.64	-162.86
9000	025000	DEF INFLOW NET PENSION	.00	-89,512.00
9000	026000	NET PENSION LIABILITY	.00	5,927.00
9000	029000	Deferred Inflow - Leases	.00	-2,965,603.87
TOTAL LIABILITIES			20,105.53	-4,386,295.36
FUND BALANCE				
9000	037000	Ctrl Total - Encumbrances	207,005.95	268,882.28
9000	037100	FB ASSIGNED CITY	.00	-1,836,398.00
9000	037104	FB UNASSIGNED	.00	-2,226,060.23
9000	037201	CTRL TOTAL-BUD FB DESIGNATED	-207,005.95	-268,882.28
9000	047000	Ctrl Total - Revenues	-301,952.06	-301,952.06
9000	057000	CTRL TOTAL-EXPENDITURES	142,977.28	142,977.28
TOTAL FUND BALANCE			-158,974.78	-4,221,433.01
TOTAL LIABILITIES + FUND BALANCE			-138,869.25	-8,607,728.37

BALANCE SHEET FOR 2024 1

FUND: 9020 Airport Capital Projects Fund				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	9020	011530	Accounts Receivable	-75.00	756,092.93
	9020	016000	Due to/from Other Funds	5,009.18	12,566,852.47
	TOTAL ASSETS			4,934.18	13,322,945.40
LIABILITIES					
	9020	024210	Accounts Payable	.00	-166,439.67
	TOTAL LIABILITIES			.00	-166,439.67
FUND BALANCE					
	9020	037000	Ctrl Total - Encumbrances	28,200.00	450,624.49
	9020	037104	FB-UNASSIGNED-CTY	.00	-13,151,571.55
	9020	037201	Ctrl Total - Bud FB Designated	-28,200.00	-450,624.49
	9020	047000	Ctrl Total - Revenues	-4,934.18	-4,934.18
	TOTAL FUND BALANCE			-4,934.18	-13,156,505.73
	TOTAL LIABILITIES + FUND BALANCE			-4,934.18	-13,322,945.40

BALANCE SHEET FOR 2024 1

FUND: 9030 Airport Land Fund				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
9030	011111	Investments-MM-Airpark		107,326.98	151,048.60
9030	011113	Investments-MILESTONES CD		-107,040.04	.00
9030	016000	Due to/from Other Funds		30.00	78,879.27
TOTAL ASSETS				316.94	229,927.87
FUND BALANCE					
9030	037000	Ctrl Total - Encumbrances		.00	7,000.00
9030	037104	FB-UNASSIGNED-CTY		.00	-229,610.93
9030	037201	Ctrl Total - Bud FB Designated		.00	-7,000.00
9030	047000	Ctrl Total - Revenues		-316.94	-316.94
TOTAL FUND BALANCE				-316.94	-229,927.87
TOTAL LIABILITIES + FUND BALANCE				-316.94	-229,927.87

** END OF REPORT - Generated by Gina Klemanski **

Sample Sales Data for Non-Fuel Items from POS
July 2024 Transactions

The table below highlights transaction types and totals taken from the AvFuel POS for the month of July. The Board will note that these totals are not reflected fully in the July Financial Reports. Current practice has been to enter transaction details and amounts only after ACH payment has been made by AvFuel, creating a two week or more lag on financial monitoring. This will be changing to a daily posting of transaction details into MUNIS based on the Remittance Reports from AvFuel.

Sample Sales By Product Summary from AvFuel POS
Receipt Date : 01-Jul-23 to 31-Jul-23
Products : Non-Fuel

Product	Remittance Report	Quantity	Product Total	Discount	Tax	Total Sales
Callout Fee	Contract Fuel	13	1790	0	0	1790
Callout Fee	Credit Card	1	350	0	0	350
					TOTAL	2140
Facility Fee	Credit Card	2	7950	0	0	7950
					TOTAL	7950
Ground Auxiliary Power	Cash	1	75	0	0	75
Ground Auxiliary Power	Contract Fuel	8	600	0	0	600
Ground Auxiliary Power	Credit Card	3	225	0	0	225
					TOTAL	900
Landing Fee	Contract Fuel	1308.97	4254.25	0	0	4254.25
Landing Fee	Credit Card	506.34	4722.08	0	0	4722.08
					TOTAL	8976.33

Auburn Air Center - Fuel Sales Comparison for July (FY2019 to FY2024)

While focused work needs to be done on benchmarking FBO activity with the reduced payroll hours we currently operate with, this brief snapshot highlights continued struggles with attracting/sustaining GA customers (though weather has not helped). Monitoring through FY24 and FY25, when self-serve comes online, will be important.

Product	Pay Type	Quantity (gallons) by Year					
		FY19	FY20	FY21	FY22	FY23	FY24
Avgas 100LL	Cash	2759.1	3026.9	1445.5	1372.2	1123.5	2204.6
Avgas 100LL	Credit Card	2128.4	1747.4	1239.2	2137.4	2678.65	953.9
	TOTAL 100LL	4887.5	4774.3	2684.7	3509.6	3802.15	3158.5
Jet A Fuel	Cash	6264	9137	860	1807	714	563
Jet A Fuel	Contract Fuel	13004	10845	9609	12294	14849.62	21398.5
Jet A Fuel	Credit Card	10055.6	9189	1185	1828	4149	1535
	TOTAL Jet A	29323.6	29171	11654	15929	19712.62	23496.5

July 2023 Fuel Pricing at Nearby Airports
(Jet A is Retail-only, not Contract)

	LEW (Auburn-Lewiston)		81B (Oxford)	KBXM (Brunswick)		KPWM (Portland)		
DATE	Jet A - FS	AvGas - FS	AvGas SS	Jet A - FS	AvGas - FS	Jet A - FS	AvGas - FS	AvGas SS
7/3/2023	\$ 5.95	\$ 6.50	\$ 5.99	\$ 6.25	\$ 6.90	\$ 4.71	6.70/6.46	6.31/6.05
7/10/2023	\$ 5.95	\$ 6.50	\$ 5.99	\$ 6.25	\$ 6.90	\$ 4.66	6.70/6.46	6.31/6.05
7/17/2023	\$ 5.95	\$ 6.50	\$ 5.99	\$ 6.25	\$ 6.90	\$ 4.73	6.70/6.46	6.31/6.05
7/24/2023	\$ 5.95	\$ 6.50	\$ 5.99	\$ 6.45	\$ 6.90	\$ 4.79	6.70/6.68	6.31/6.28
7/31/2023	\$ 5.95	\$ 6.50	\$ 5.99	\$ 6.45	\$ 6.90	\$ 4.84	6.70/6.68	6.31/6.28

	KIWI (Wiscasset)		KAUG (Augusta)		KSFM (Sanford)			KWVL (Waterville)	
DATE	Jet A - FS	AvGas SS	Jet A - FS	AvGas - FS	Jet A - FS	AvGas - FS	AvGas SS	Jet A - FS	AvGas SS
7/3/2023	\$ 4.99	\$ 5.91	\$ 5.96	\$ 6.04	\$ 6.50	\$ 6.95	\$ 6.45	\$ 5.37	\$ 5.80
7/10/2023	\$ 4.99	\$ 5.91	\$ 5.96	\$ 6.04	\$ 6.50	\$ 6.95	\$ 6.45	\$ 5.37	\$ 5.80
7/17/2023	\$ 4.99	\$ 5.91	\$ 5.96	\$ 6.04	\$ 6.50	\$ 6.95	\$ 6.45	\$ 5.37	\$ 5.80
7/24/2023	\$ 4.99	\$ 5.91	\$ 5.96	\$ 6.04	\$ 6.50	\$ 6.95	\$ 6.45	\$ 5.37	\$ 5.80
7/31/2023	\$ 4.99	\$ 5.91	\$ 5.96	\$ 6.04	\$ 6.50	\$ 6.95	\$ 6.45	\$ 5.50	\$ 5.80



August 9, 2023

TO: Auburn-Lewiston Municipal Airport

RE: LAEGC Board Appointment

Dearn Mr. LaBonte and Directors of the Auburn-Lewiston Municipal Airport,

It is my pleasure to appoint Matt Garside, LAEGC board member, as the Lewiston Auburn Economic Growth Council's designee to the Airport Board. Matt is an experienced economic and development professional, and as Poland's Town Manager has years of experience in municipal administration, boards, and issues. He has a deep interest in the success of the Airport and recognizes the role it plays in the economic development across the region.

He is committed to regularly attending board meetings, sharing expertise and time during your upcoming planning efforts, and to keeping myself and LAEGC informed. Please continue to count on our support of the Airport and look to call on the resources and expertise of LAEGC and the LA Metro Chamber as needed.

In service,

A handwritten signature in blue ink, appearing to read 'Shanna Cox'.

Shanna Cox

President, LAEGC

President + CEO, Lewiston Auburn Metropolitan Chamber of Commerce

LEWISTON CITY COUNCIL

MEETING OF JULY 18, 2023

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 15

SUBJECT:

Resolve, Approving the extension of the outstanding Airport Hangar Loan by two years, setting the new maturity date to September 30, 2035, subject to the City of Auburn approving the same extension.

INFORMATION:

The A-L Airport Board is requesting a two year deferment on their FY23 and FY24 lease payments to both the City of Lewiston and the City of Auburn to provide additional working capital for operational costs.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

HAH/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
---	---	---	---	---	---	---	---

To approve the Resolve, Extending the outstanding Airport Hangar Loan by two years, setting the new maturity date to September 30, 2035, subject to the City of Auburn approving the same extension.

Administration

COUNCIL ORDER

July 18, 2023

Resolve, Approving the extension of the outstanding Airport Hangar Loan by two years setting the new maturity date to September 30, 2035, subject to the City of Auburn approving the same extension.

WHEREAS, in 2014, the A-L Airport bought-out the hangar lease from the developer providing a present value savings of \$2.83 million; and

WHEREAS, the buyout was funded by a \$2.2 million loan from the Cities of Lewiston and Auburn (\$1.1 million each) at a competitive rate at the time of 2.58%; and

WHEREAS, in 2018, Lufthansa provided notice to cancel their hangar lease with the Airport, thus prompting the first amendment to the loan agreement with the cities; and

WHEREAS, the first amendment of the loan agreement moved the maturity date from September 2027 to September 2034; and

WHEREAS, the most recent hangar tenant, Elite Airways, struggled making consistent lease payments, then ceased making payments completely, forcing the Airport to evict them; and

WHEREAS, given the minimal financial surplus and working capital at the Airport, the deferment of the FY23 and FY24 loan payments to each city has been requested; and

WHEREAS, the deferment will, if approved by both Lewiston and Auburn City Councils, move the maturity date from FY34 to FY36;

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON,

To approve the extension of the outstanding Airport Hangar Loan for two years setting the new maturity date to September 30, 2035, subject to the City of Auburn approving the same extension.

Administration

TO: Mayor Carl Sheline
And Members of the City Council

FROM: Heather Hunter, City Administrator

SUBJECT: **Auburn-Lewiston Airport Hangar Loan Amendment**

DATE: July 13, 2023

BACKGROUND INFORMATION

During the FY2015 Lewiston Capital Improvement Program (LCIP) presentation, the Airport Director provided information on the cost savings benefit of paying off the then existing lease with the original developer of the Nobility (Lufthansa) hangar vs. the continuation of the required lease payments. Prior to the lease buyout, the airport would have paid \$249,750 annually until 2028 to lease the Nobility hangar, at which point the airport would have had a \$2 million purchase option.

In June 2014, the Airport Board was approached by the hangar owner to buyout the lease for approximately \$2.2 million, producing a present value savings of just under \$2.83 million. While it made economic sense to accept the offer, the Board itself lacked the funds available to do so and the experience necessary to cost-effectively issue debt on its own. Additionally, airport debt needed the Cities of Lewiston and Auburn's to essentially "co-sign" the loan or bond.

At that time, given the lack of economic growth in the A-L community and tight fiscal budgets, both municipalities expressed reluctance to issue debt for their share of the hangar buyout (\$1.1 million each) in spite of its operating subsidy savings. However, given the miniscule return on investments experienced by both Cities at the time, funds could be loaned to the airport using current municipal cash flows, lowering the airport's annual payments while also realizing a higher rate of return for each City. Both Cities used a similar arrangement with the 911 Committee's telephone line conversion, albeit for a significantly lower principal amount and shorter term.

At its June 17, 2014 meeting, the Council approved a \$1.1 million, 13 year loan to the airport at a rate of 2.58%. The original annual amortization of this loan was \$201,348, producing an annual savings of \$48,402 from the then \$249,750 annually required lease payment. As a frame of reference, the rate of return was the same rate the City of Lewiston received on its most recent bond sale. Further, at the time, one, two, and five year certificates of deposits were averaging .55%, .6% and 1.8% APRs.

FIRST AMENDMENT REQUEST

In fall of 2018, Lufthansa provided notice cancelling its hangar lease and relocated the Constellation to New York. There were sufficient funds available at the time, for the airport to satisfy FY19's \$201,348 payment due. The Airport Director and Board were exploring a variety of options to ensure the hangar space continued to be income producing. Given the financial uncertainty of the specific terms of prospective use at the time, the Board requested the loan from both the City of Lewiston and Auburn be restructured using the same rate but extending

the payoff from September 2027 to September 2034. A comparative amortization schedule that was original provided is attached.

SECOND AMENDMENT REQUEST

Recently, the A-L Airport's financial prosperity has stalled for a variety of reasons, but one reason is the significant delinquency in lease payments by Elite Airways to the point of eviction. As a result, the Board once again is requesting the loan payments due on 9/30/22 and 9/30/23 be deferred for two years without additional interest accumulating. This amendment will move the maturity from FY34 to FY36.

A-L Airport

Hangar Loan Amortization Comparison

Commencing after the FY19 payment in Sept.

Rate 2.58%

Due 9/30

100-112802 4155-361100

Fiscal Year	Payment	Interest	Principal	Balance	To each City			Initial Combined Amortization		
					Balance	Principal	Interest	Payment	Interest	Principal
				1,438,781.38	719,390.69					
2020	115,000.00	37,120.56	77,879.44	1,360,901.94	680,450.97	38,939.72	18,560.28	201,348.00	37,120.56	164,227.44
2021	115,000.00	35,111.27	79,888.73	1,281,013.21	640,506.61	39,944.36	17,555.64	201,348.00	32,883.49	168,464.51
2022	115,000.00	33,050.14	81,949.86	1,199,063.35	599,531.68	40,974.93	16,525.07	201,348.00	28,537.11	172,810.89
2023	115,000.00	30,935.83	84,064.17	1,114,999.19	557,499.59	42,032.08	15,467.92	201,348.00	24,078.59	177,269.41
2024	115,000.00	28,766.98	86,233.02	1,028,766.16	514,383.08	43,116.51	14,383.49	201,348.00	19,505.04	181,842.96
2025	115,000.00	26,542.17	88,457.83	940,308.33	470,154.17	44,228.92	13,271.08	201,348.00	14,813.49	186,534.51
2026	115,000.00	24,259.95	90,740.05	849,568.29	424,784.14	45,370.02	12,129.98	201,348.00	10,000.90	191,347.10
2027	115,000.00	21,918.86	93,081.14	756,487.15	378,243.57	46,540.57	10,959.43	201,348.69	5,064.14	196,284.55
2028	115,000.00	19,517.37	95,482.63	661,004.52	330,502.26	47,741.32	9,758.68			
2029	125,000.00	17,053.92	107,946.08	553,058.43	276,529.22	53,973.04	8,526.96			
2030	125,000.00	14,268.91	110,731.09	442,327.34	221,163.67	55,365.55	7,134.45			
2031	125,000.00	11,412.05	113,587.95	328,739.39	164,369.69	56,793.98	5,706.02			
2032	125,000.00	8,481.48	116,518.52	212,220.86	106,110.43	58,259.26	4,240.74			
2033	125,000.00	5,475.30	119,524.70	92,696.16	46,348.08	59,762.35	2,737.65			
2034	95,087.72	2,391.56	92,696.16	0.00		46,348.08	1,195.78			
	1,755,087.72	316,306.34	1,438,781.38			719,390.69	158,153.17	1,610,784.69	172,003.31	1,438,781.38
								Additional Interest	144,303.04	
								Per City	72,151.52	

LEWISTON CITY COUNCIL

MEETING OF JULY 18, 2023

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 16

SUBJECT:

Resolve, Granting permission to the A-L Airport Board of Directors to sell surplus property owned by the Airport to the highest offer received, and dispose of scrap property with no cash value appropriately, subject to the City of Auburn granting the same authorization and adherence to any applicable FFA regulatory requirements.

INFORMATION:

The governance language included in the joint agency agreement/bylaws, requires the Airport Board to seek permission from the two cities to dispose of surplus property. Given personal property left by the former hangar tenant and other surplus items discovered, it is in the City's best interest to grant such permission to increase working capital for operations. To be prudent, I'm recommending this authorization sunset on December 31, 2023 and does not include land transactions.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

HAH/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
---	---	---	---	---	---	---	---

To approve the Resolve, Granting permission to the A-L Airport Board of Directors to sell surplus property owned by the Airport to the highest offer received, and dispose of scrap property with no cash value appropriately, subject to the City of Auburn granting the same authorization and adherence to any applicable FFA regulatory requirements.

Administration

COUNCIL ORDER

July 18, 2023

Resolve, Granting permission to the A-L Airport Board of Directors to sell surplus property owned by the Airport to the highest offer received, and dispose of scrap property with no cash value appropriately, subject to the City of Auburn granting the same authorization and adherence to any applicable FFA regulatory requirements.

WHEREAS, to dispose of any capital property, the A-L Airport Board of Directors must first obtain permission from the Cities of Lewiston and Auburn Council to do so; and

WHEREAS, with the recent eviction of the former hangar tenant and inventorying other airport assets, several items were noted to be surplus or scrap; and

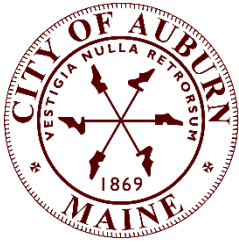
WHEREAS, in lieu of seeking disposition permission for each item, blanket permission is granted with a sunset of December 31, 2023; and

WHEREAS, permission is granted for personal property only and disposition must be to the highest offer received in accordance with any FFA restrictions and/or regulations; and

WHEREAS, the permission specifically excludes the disposition of land;

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of LEWISTON,

To grant permission to the A-L Airport Board of Directors to sell surplus property owned by the Airport to the highest offer received, and dispose of scrap property with no cash value appropriately, subject to the City of Auburn granting the same authorization and adherence to any applicable FFA regulatory requirements.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: August 7, 2023

Order: 107-08072023

Author: Jonathan P. LaBonte

Subject: Authorization to Sell Surplus Personal Property – Auburn Lewiston Municipal Airport

Information:

The Cities of Auburn and Lewiston, through their jointly established Auburn-Lewiston Municipal Airport, maintain control over the sale of surplus real estate and personal property valued in excess of \$1,000. As the airport proceeds with the sale of assets abandoned in Hangar #5, there is a potential for increased market interest for assets the airport owns and either cannot use, or is not going to use into the future.

Rather than seek authorization from each City Council for each item, a blanket permission to sell items the Board designates is requested. This will empower the board, through December 31, 2023, to review personal property and its current utilization and make a decision to sell.

City Budgetary Impacts: None, though there is a potential positive impact for airport finances through the sale of personal property.

Staff Recommended Action: Passage of this Order

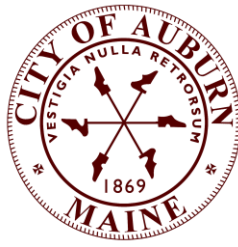
Previous Meetings and History: N/A

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:



ORDER 107-08072023

City Council Resolve

IN CITY COUNCIL

ORDER, authorizing the Auburn-Lewiston Municipal Airport Board of Directors to designate and sell surplus personal property, with a value in excess of \$1,000, through December 31, 2023.

WHEREAS, the Auburn-Lewiston Airport is a joint agency between the Cities of Auburn and Lewiston; and

WHEREAS, the 1979 Interlocal Agreement, Article VIII, lays out the requirement that all surplus property with a value in excess of \$1,000 may only be sold with the approval of the respective City Councils; and

WHEREAS, the Airport Board of Directors will be reviewing surplus and unused property during its review of operations during the current fiscal year;

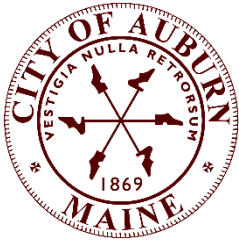
NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of AUBURN,

To authorize the Auburn-Lewiston Municipal Airport Board of Directors to designate and sell surplus personal property, with a value in excess of \$1,000, through December 31, 2023.

Richard Whiting, Ward One
Joseph Morin, Ward Four
Belinda A. Gerry, At Large

Ryan Hawes, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Dana Staples, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: August 7, 2023

ORDER: 108-08072023

Author: Jonathan P. LaBonte

Subject: Hangar #5 Loan – Auburn Lewiston Municipal Airport

Information:

The Cities of Auburn and Lewiston, through their jointly established Auburn-Lewiston Municipal Airport, entered into a long-term lease with a developer for the construction of a 27,400 hangar for the Constellation project of Lufthansa Technic. In August 2014, to provide financial relief to the airport and to achieve projected savings by owning a hangar versus leasing it through 2028, the cities provided a loan to the airport for its acquisition.

With the 2018 departure of Lufthansa Technic, the airport again faced financial challenges and a request was made to the cities to restructure the debt, extending the loan period from maturity in FY2027 to FY2034.

In March of 2023, during the airport's FY2023, Elite Airways was evicted for non-payment of February and March lease payments per a stipulation to judgment executed that month. The lease payments by Elite for July 2022 through January 2023, which had been budgeted for the annual loan payments to both cities, was not set aside and was spent on airport operations.

Without a tenant for Hangar #5, the on-going challenge of addressing abandoned aviation and non-aviation property, and the shift in FY24 of all utilities to the airport until a tenant is found, deferring the FY23 and FY24 loan payments was a necessary step to balance the airport budget in the near term.

City Budgetary Impacts: FY2023 and FY2024 loan payments to the General Fund, totaling \$115,000, would not be made in lieu of extending the maturity date from FY2034 to FY2036.

Staff Recommended Action: Passage of this Resolve

Previous Meetings and History:

August 18, 2014 – City Council authorizes 13-year loan from its General Fund to finance purchase of Hangar #5
October 15, 2018 – City Council authorizes an amendment to the loan to extend payback period from FY27 to FY34

City Manager Comments:



I concur with the recommendation. Signature:

Attachments:



City Council Resolve

IN CITY COUNCIL

ORDER, authorizing an amendment to the hanger loan between the City's General Fund and the Auburn-Lewiston Municipal Airport to extend its maturity to from FY2034 to FY2036.

WHEREAS, the Auburn-Lewiston Airport is a joint agency between the Cities of Auburn and Lewiston; and

WHEREAS, in 2014, the Airport purchased Hangar #5 from a developer through a \$2.2 million loan provided by the Cities of Auburn and Lewiston; and

WHEREAS, in 2018, due to the lease cancellation by Lufthansa, the Airport requested an amendment to loan to move the maturity date from FY2027 to FY2034; and

WHEREAS, the subsequent tenant in Hangar #5, Elite Airways, was evicted in March 2023 due to non-payment; and

WHEREAS, the Airport Board needs the financial flexibility for FY2023 and FY2024 to resolve challenges with the abandoned property at the hangar, the shift of financial liability for utilities, and to identify a viable tenant;

NOW, THEREFORE, BE IT ORDERED by the CITY COUNCIL of the CITY of AUBURN,

That the loan between the City's General Fund and the Auburn-Lewiston Municipal Airport be amended to extend the maturity from FY2034 to FY2036.



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

New England Region

1200 District Avenue
Burlington, MA 01803

August 4, 2023

Jonathan P. LaBonté, Board Chair
Auburn-Lewiston Airport
80 Airport Drive
Auburn, ME 04210

(Via Email)

Dean Mr. LaBonte:

The Federal Aviation Administration (FAA) has reviewed your June 20, 2023 Corrective Action Plan (CAP) Response for the Auburn-Lewiston Airport Land Use Inspection. We appreciate the quick turnaround and your detailed response.

Reviewing your CAP, actions and possible resolution to your leases indicates a June 30, 2024, timeframe. Given that, the FAA is requiring a quarterly update from the Sponsor on all CAP actions. The purpose of the update is to provide the Sponsor with a resource in its ongoing effort to complete all CAP actions. The first quarterly update is due September 30, 2023. Shortly thereafter, the FAA suggests a call with the Sponsor to review actions and for FAA to provide any guidance based on your progress.

Your Land Use Inspection will remain in an open status. As required by Congress, FAA provides an annual report to Congress on open Land Use Inspections. Auburn Lewiston will be included in that report for the remaining time that the inspection remains open.

While the inspection remains open, the Sponsor is considered in conditional compliance with grant assurances. Failure to provide quarterly reports will place the Sponsor in potential non-compliance that will result in the forfeiture of potential discretionary grant funding for the airport. If the CAP cannot be resolved to FAA's satisfaction within the timeframe provided by your CAP, the inspection will remain open and further restrictions of federal funding will be considered.

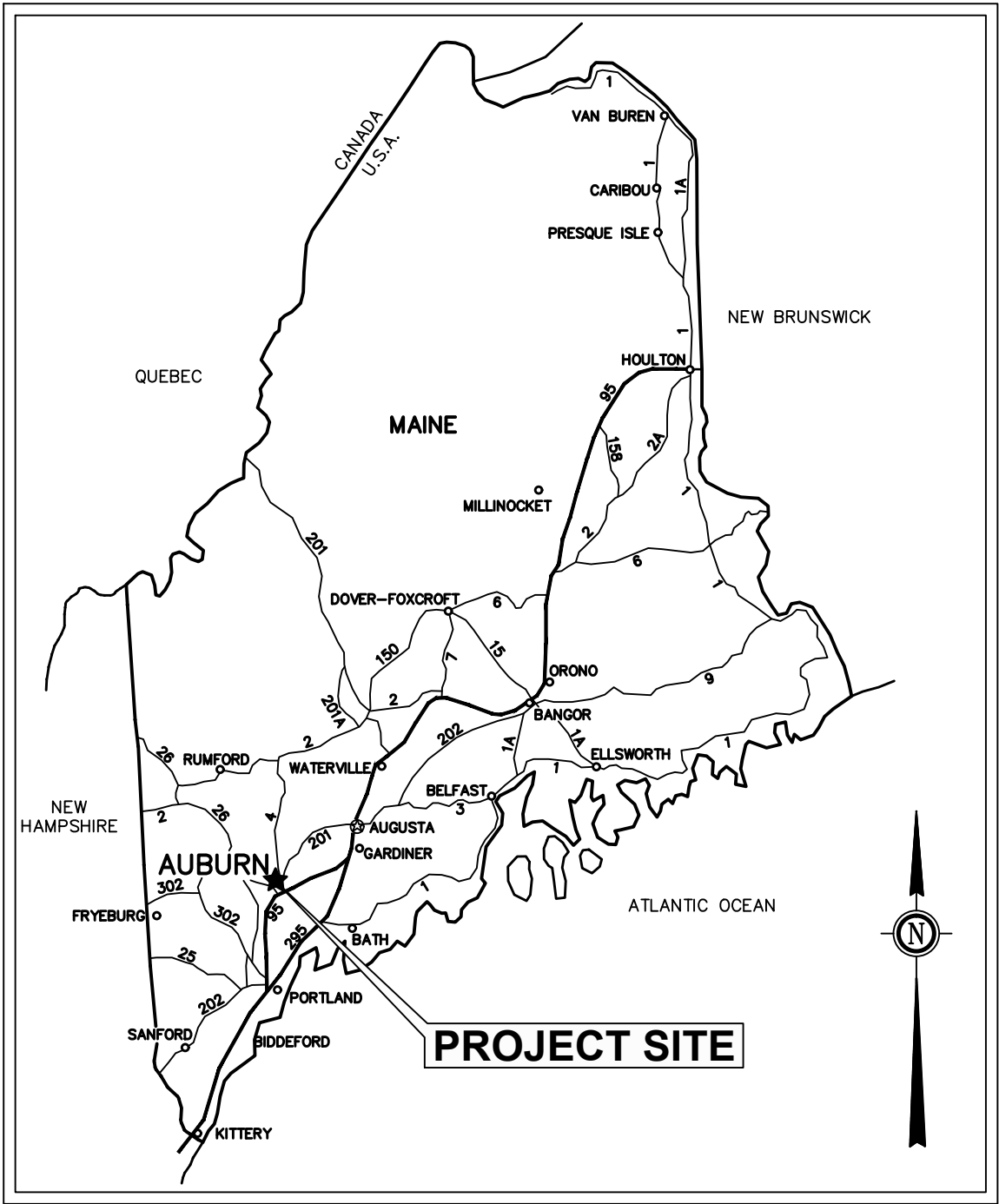
Regarding the hangar inspections, please contact me to further discuss the inspections.

If you have any questions, please contact me at (202) 267-6515.

Sincerely,

Jorge E. Panteli
Airport Compliance Specialist

CC: Luke Garrison – FAA
Julie Seltsam-Wilps – FAA
Tim LeSiege – MEDOT Aviation
Alan Lambert – MEDOT Aviation



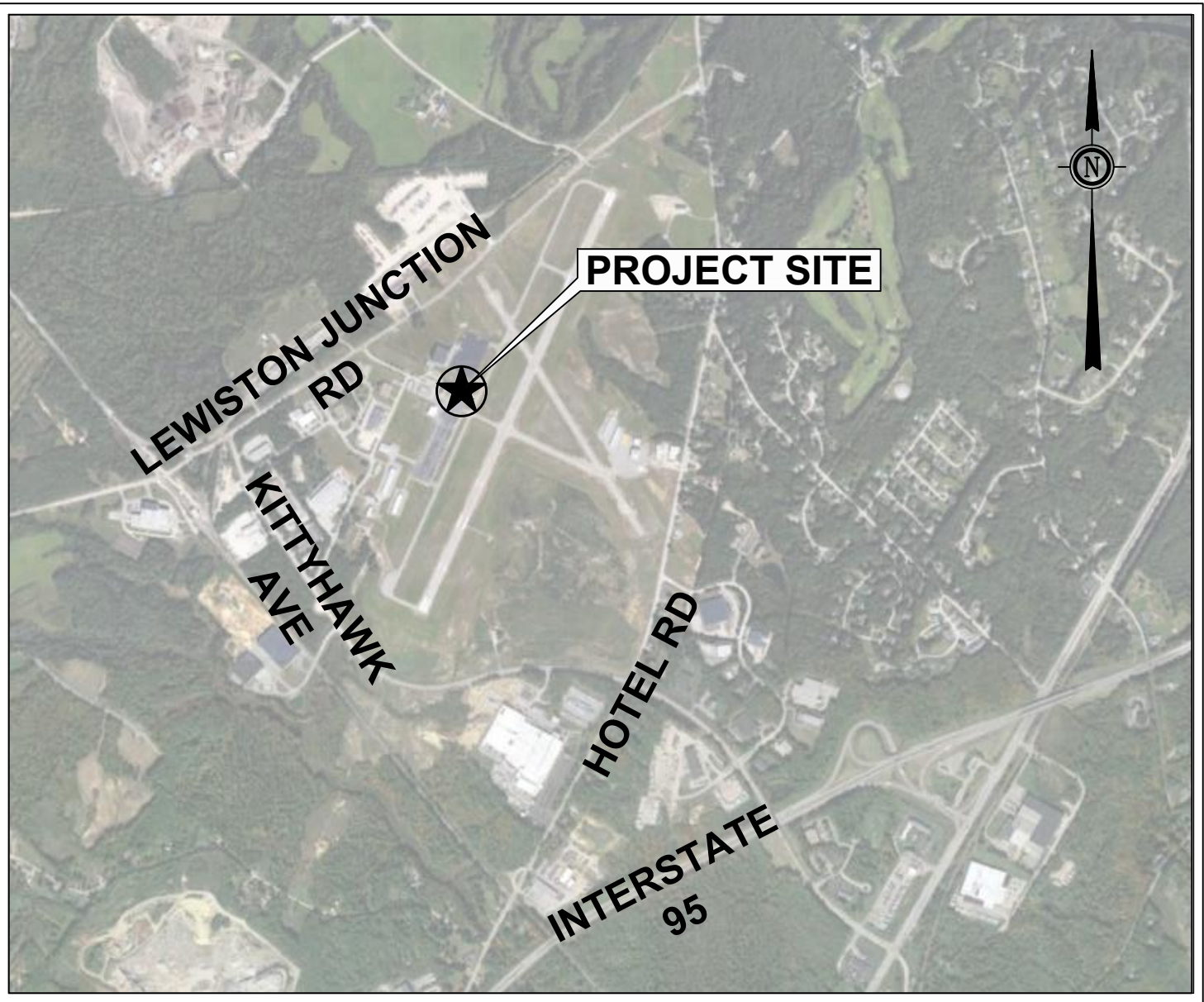
LOCATION MAP
SCALE: 1" = 40 MILES

CITY OF AUBURN,
MAINE
AUBURN-LEWISTON AIRPORT

RELOCATE FUEL TANK AND INSTALL
SELF-SERVICE EQUIPMENT


BID NUMBER: LA 2024-001

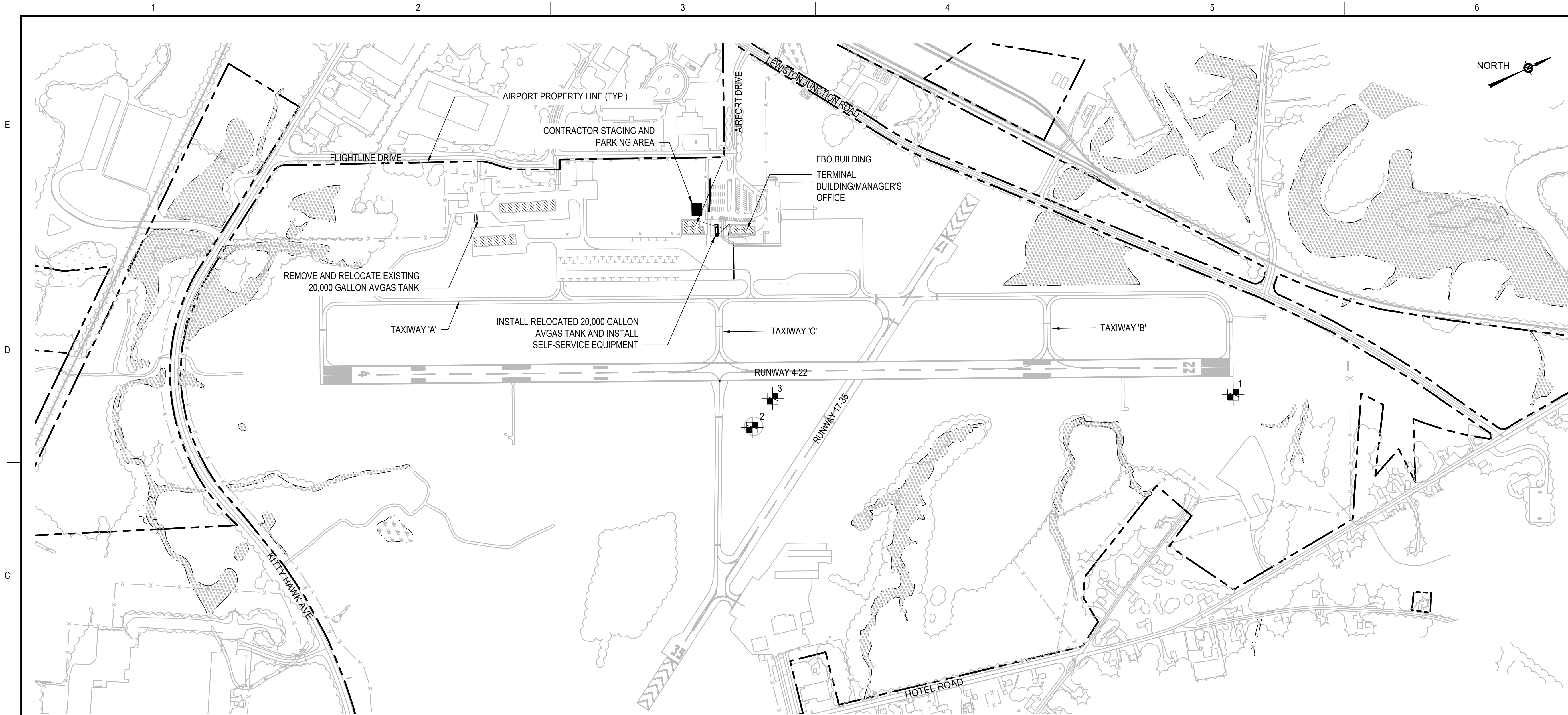
JULY 2023



LOCUS MAP
NOT TO SCALE

INDEX TO DRAWINGS		
DWG NO.	TITLE	
1	G1.1	TITLE SHEET
2	G1.2	GENERAL PLAN
3	S1.1	SAFETY AND PHASING PLAN AND DETAILS
4	S2.1	SAFETY AND PHASING NOTES
5	C1.1	SITE PLAN
6	C2.1	CONSTRUCTION DETAILS

<div>CITY OF AUBURN, MAINE AUBURN-LEWISTON AIRPORT</div> <div>APPROVED _____ MR. JONATHAN LABONTE - CHAIRMAN, BOARD OF DIRECTORS</div> <div>DATE _____</div> <div>APPROVED _____ TBD, AIRPORT MANAGER</div> <div>DATE _____</div>	<div>ENGINEER'S STATEMENT REGARDING COMPLIANCE</div> <div>THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH THE LIST OF CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS PROVIDED BY THE FAA IN A LETTER DATED <u>NOVEMBER 17, 2022</u>. KNOWN DEVIATIONS FROM FAA STANDARDS WERE APPROVED BY FAA IN LETTERS DATED <u>NONE</u> AND ARE DISCUSSED IN THE PROJECT ENGINEERING REPORT AND/OR OTHER OFFICIAL PROJECT DOCUMENTS.</div> <div>BY _____ ADAM W. CUTLER, PE GALE ASSOCIATES, INC.</div> <div>DATE _____</div>	<div>MAJOR ITEM QUANTITIES</div> <table><thead><tr><th>ITEM</th><th>DESCRIPTION</th><th>QUANTITY</th></tr></thead><tbody><tr><td>N/A</td><td>N/A</td><td>N/A</td></tr></tbody></table>	ITEM	DESCRIPTION	QUANTITY	N/A	N/A	N/A	<div>PREPARED BY</div> <div><div><div>Connecticut Florida Maine Maryland Massachusetts New Hampshire Virginia</div></div><div>Gale Associates, Inc . Engineers Architects Planners 6 Bedford Farms Dr., Suite 101 Bedford, NH 03110 P 603.471.1887 F 603.471.1809 www.gainc.com</div></div> <div>BID SET</div> <div><div>DRAWING NO.</div><div>G1.1</div><div>SHEET 1 OF 6</div></div>
ITEM	DESCRIPTION	QUANTITY							
N/A	N/A	N/A							



GENERAL PLAN
SCALE: 1"=300'

LEGEND

- AIRPORT PROPERTY LINE
- TREE LINE
- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING WETLAND
- SURVEY MONUMENT

GENERAL PLAN NOTES:

- FOR SAFETY AND PHASING INFORMATION INCLUDING INFORMATION ABOUT CONTRACTOR STAGING AREAS, HAUL ROUTES AND SCOPE OF WORK, SEE DWG. NO. S1.1.
- FOR SITE PLAN SEE DWG. NO. C1.1.

SURVEY CONTROL NOTES:

- SURVEY CONTROL POINTS HAVE BEEN PROVIDED TO ASSIST THE CONTRACTOR IN ESTABLISHING HORIZONTAL AND VERTICAL CONTROL FOR THE LAYOUT OF WORK ON THIS PROJECT.
- THE CONTRACTOR SHALL VERIFY AND MAINTAIN ALL SURVEY CONTROL POINTS DURING CONSTRUCTION. ALL WORK TO ENSURE SURVEY POINTS ARE MAINTAINED SHALL BE CONSIDERED INCIDENTAL TO THE OVERALL PROJECT.
- PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL LOCATE AND CONFIRM THE DISTANCES AND ELEVATIONS OF THE CONTROL POINTS SHOWN IN THE SURVEY CONTROL TABLE. ANY DISCREPANCIES BETWEEN THE LISTED DATA AND THE CONTRACTORS MEASUREMENTS SHALL BE BROUGHT TO THE OWNER'S ATTENTION PRIOR TO THE START OF CONSTRUCTION.
- IF ANY CONTROL POINTS ARE DISTURBED BY THE CONTRACTOR OR THEIR AGENTS THEY MUST BE REPAIRED PRIOR TO FINAL PAYMENT. POINTS SHALL BE INSTALLED TO THE SATISFACTION OF THE OWNER AND SHALL MEET ALL APPLICABLE NOAA STANDARDS FOR SURVEY CONTROL POINTS.
- ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

SURVEY CONTROL TABLE

POINT NO.	POINT DESCRIPTION	LATITUDE	LONGITUDE	ELEVATION
1	LEW AP STA B (SACS)	44° 03' 16.42" N	70° 16' 46.87" W	259.78'
2	LEW D (PACS)	44° 02' 52.08" N	70° 16' 59.84" W	270.2'
3	ARP RESET	44° 02' 53.72" N	70° 17' 01.14" W	269.2'

Gale Associates, Inc.
Engineers and Planners

6 BEDFORD FARMS DRIVE SUITE 101
BEDFORD, NH 03110
P 603.471.1887 F 603.471.1809

www.gainc.com
Connecticut | Florida | Maine | Maryland
Massachusetts | New Hampshire | Virginia

This drawing and the design and construction features disclosed are proprietary to Gale Associates, Inc. and shall not be altered or reused in whole or part without the express written permission of Gale Associates, Inc. Copyright ©2023

BID SET

PROJECT

RELOCATE FUEL TANK AND INSTALL SELF-SERVICE EQUIPMENT

BID NUMBER: LA 2024-001

OWNER

AUBURN-LEWISTON AIRPORT
CITY OF AUBURN, MAINE

NO.	DATE	DESCRIPTION	BY
PROJECT NO.	777130		
CADD FILE	777130 - 02 - G12		
DESIGNED BY	AWC		
DRAWN BY	AWC		
CHECKED BY	NAI		
DATE	JULY 2023		
DRAWING SCALE	1" = 300'		

GRAPHIC SCALE

SHEET TITLE

GENERAL PLAN

DRAWING NO.

G1.2

WORK AREA NOTES:

1. ALL WORK BY THE CONTRACTOR SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT FAA ADVISORY CIRCULAR 150/5370-2G "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
2. LIGHTED BARRICADES WILL BE USED TO DESIGNATE ALL AREAS OF PAVEMENT WHICH ARE TO BE CLOSED DURING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE ALL BARRICADES TO BE USED ON THE PROJECT; THE CONTRACTOR MAY USE UP TO FIFTY (50) OF THE AIRPORT'S BARRICADES UPON REQUEST IF AVAILABLE. ANY OF THE AIRPORT'S BARRICADES DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED WITH THE CONTRACTOR'S BARRICADES AT THE END OF THE PROJECT. NO SEPARATE MEASUREMENT FOR PAYMENT WILL BE MADE FOR THE CONSTRUCTION BARRICADES, RATHER THEY SHALL BE CONSIDERED INCIDENTAL TO THE OVERALL PROJECT.
3. ALL EQUIPMENT, MATERIALS, AND LABOR TO ACCOMPLISH THE WORK AREA PHASING SHOWN ON THESE PLANS AND AS DESCRIBED HEREIN WILL NOT BE MEASURED SEPARATELY FOR PAYMENT, BUT RATHER SHALL BE CONSIDERED INCIDENTAL TO THE OVERALL PROJECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL APPLICABLE FAA, MAINEDOT, AND LOCAL REGULATIONS CONCERNING THE MAINTENANCE OF SECURITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO THE CONTROL OF ACCESS TO THE AIRFIELD THROUGH THE PROJECT WORK AREAS AND HAUL ROUTES. THE CONTRACTOR IS RESPONSIBLE FOR ANY TEMPORARY FENCING, GATES, OR SECURITY PERSONNEL REQUIRED TO MEET THESE REQUIREMENTS.
5. NO WORK WILL BE PERMITTED TO BEGIN UNTIL ALL COMPONENTS OF THE SAFETY PLAN HAVE BEEN IMPLEMENTED TO THE SATISFACTION OF THE AIRPORT OPERATOR. ALL OF THE REQUIRED 7460'S HAVE BEEN FILED, AND NOTAMS HAVE BEEN ISSUED AND VERIFIED BY THE AIRPORT OPERATOR.

HAUL ROUTE NOTES:

1. ACCESS TO THE WORK AREA SHALL BE RESTRICTED TO THE THE DESIGNATED HAUL ROUTES SHOWN ON DWG. NO. S2.1. VEHICLES ARE CONFINED TO THE WORK AREA AND HAUL ROUTE ONLY.
2. THE CONTRACTOR IS PROHIBITED FROM CROSSING RUNWAYS, TAXIWAYS, OR APRONS WITH CONSTRUCTION EQUIPMENT WITHOUT PRIOR APPROVAL BY THE AIRPORT OPERATOR. AT APPROVED CROSSINGS THE CONTRACTOR WILL BE RESPONSIBLE FOR PROTECTING THE EXISTING PAVEMENT FROM DAMAGE. ALL PAVEMENT AREAS DAMAGED BY THE CONTRACTOR MUST BE REPAIRED TO FAA STANDARDS AND TO THE SATISFACTION OF THE OWNER AFTER ALL CONTRACT WORK HAS BEEN COMPLETED. NO MEASUREMENT FOR PAYMENT SHALL BE MADE FOR ANY REPAIRS TO EXISTING PAVEMENT SURFACES DAMAGED DURING CONSTRUCTION, RATHER THIS WORK SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE.
3. THE HAULING OF MATERIALS FROM STAGING AREAS TO THE WORK AREAS MUST BE ON THE DESIGNATED HAUL ROUTES SHOWN ON THIS PLAN.
4. THE SPEED LIMIT ON HAUL ROADS AND PAVEMENT WITHIN AIRPORT PROPERTY SHALL BE FIFTEEN MILES PER HOUR (15 MPH). ON PUBLIC ROADWAYS, THE POSTED SPEED LIMITS SHALL BE OBEYED AT ALL TIMES.
5. THE CONTRACTOR MUST ALWAYS MAINTAIN AIRPORT SECURITY BY ENSURING THAT ALL GATES BEING USED FOR CONTRACTOR ACCESS REMAIN LOCKED OR MONITORED AT ALL TIMES.
6. AIRCRAFT ALWAYS HAVE THE RIGHT OF WAY.
7. STOP SIGNS (INCIDENTAL TO THE OVERALL PROJECT) MAY BE REQUIRED AT ANY LOCATION WHERE CONSTRUCTION VEHICLES CROSS ACTIVE AIRPORT PAVEMENTS. IF REQUIRED, THE LOCATION SHALL BE DETERMINED BY THE AIRPORT OPERATOR.
8. THE CONTRACTOR SHALL MAINTAIN CLEAN PAVED SURFACES, BOTH ON AND OFF AIRPORT PROPERTY DURING CONSTRUCTION OF THE PROJECT. THE AIRPORT OPERATOR RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO IMMEDIATELY CLEAN ANY PAVED SURFACES ADVERSELY AFFECTED BY CONSTRUCTION ACTIVITIES.
9. THE CONTRACTOR'S STAGING AREAS, PARKING AREAS, AND HAUL ROADS TO/FROM THE WORK AREAS SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT IN A CLEAN AND STABLE CONDITION AND ANY DAMAGE RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED UPON COMPLETION OF THE PROJECT.



Gale Associates, Inc.
Engineers and Planners

6 BEDFORD FARMS DRIVE SUITE 101
BEDFORD, NH 03110
P 603.471.1887 F 603.471.1809

www.gainc.com
Connecticut | Florida | Maine | Maryland
Massachusetts | New Hampshire | Virginia

This drawing and the design and construction features disclosed are proprietary to Gale Associates, Inc. and shall not be altered or reused in whole or part without the express written permission of Gale Associates, Inc.
Copyright ©2023

BID SET

PROJECT
RELOCATE FUEL TANK AND INSTALL SELF-SERVICE EQUIPMENT

BID NUMBER: LA 2024-001

OWNER

AUBURN-LEWISTON AIRPORT
CITY OF AUBURN, MAINE

[illegible]

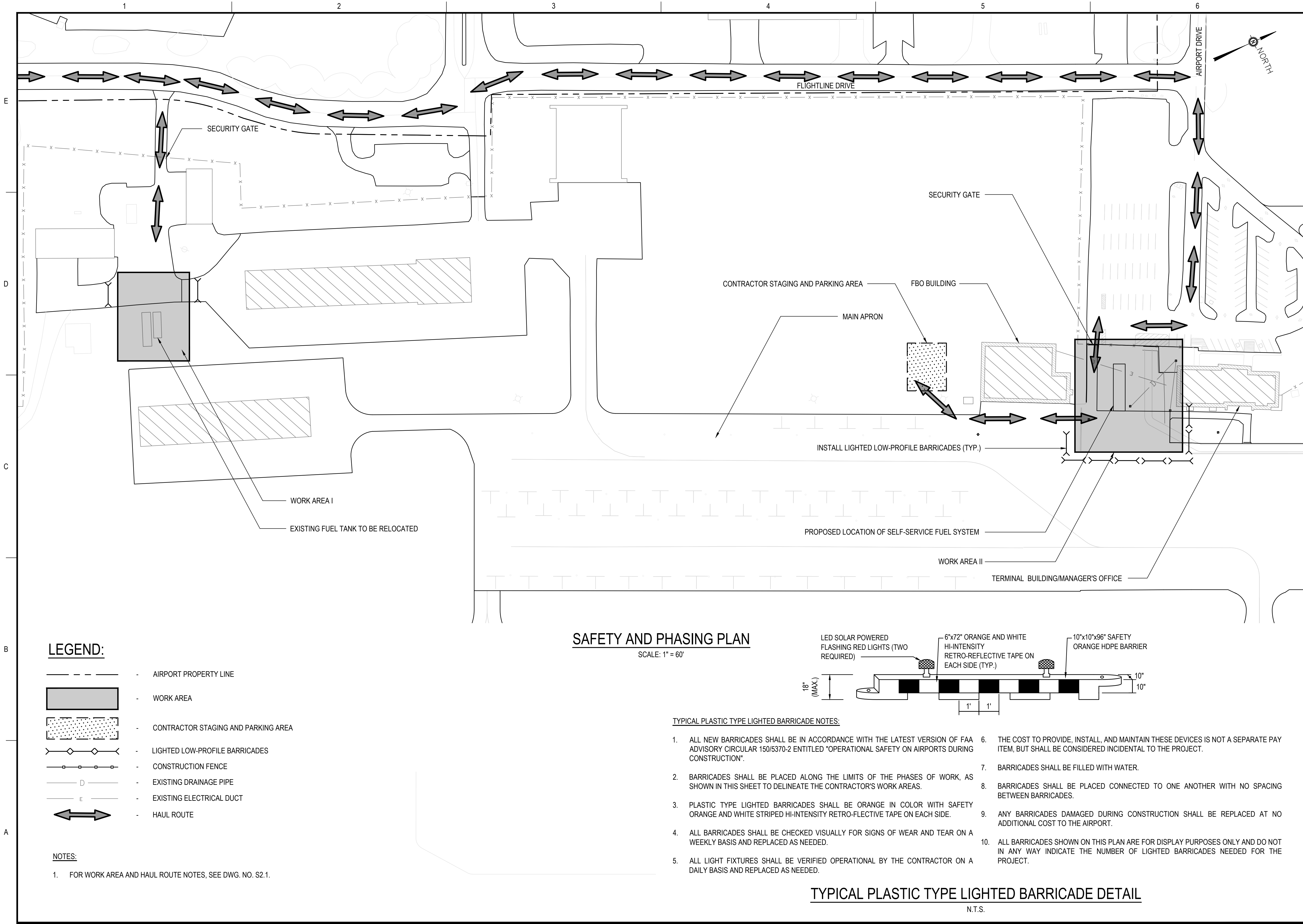
GRAPHIC SCALE

SHEET TITLE

SAFETY AND PHASING NOTES

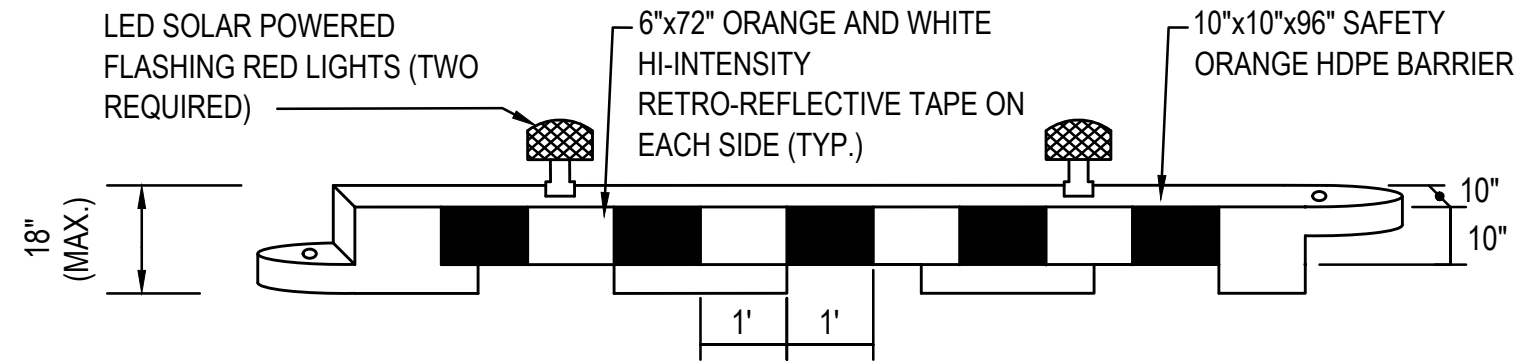
DRAWING NO.

S2.1



SAFETY AND PHASING PLAN

SCALE: 1" = 60'



TYPICAL PLASTIC TYPE LIGHTED BARRICADE NOTES:

- ALL NEW BARRICADES SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF FAA ADVISORY CIRCULAR 150/5370-2 ENTITLED "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- BARRICADES SHALL BE PLACED ALONG THE LIMITS OF THE PHASES OF WORK, AS SHOWN IN THIS SHEET TO DELINEATE THE CONTRACTOR'S WORK AREAS.
- PLASTIC TYPE LIGHTED BARRICADES SHALL BE ORANGE IN COLOR WITH SAFETY ORANGE AND WHITE STRIPED HI-INTENSITY RETRO-FLECTIVE TAPE ON EACH SIDE.
- ALL BARRICADES SHALL BE CHECKED VISUALLY FOR SIGNS OF WEAR AND TEAR ON A WEEKLY BASIS AND REPLACED AS NEEDED.
- ALL LIGHT FIXTURES SHALL BE VERIFIED OPERATIONAL BY THE CONTRACTOR ON A DAILY BASIS AND REPLACED AS NEEDED.
- THE COST TO PROVIDE, INSTALL, AND MAINTAIN THESE DEVICES IS NOT A SEPARATE PAY ITEM, BUT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- BARRICADES SHALL BE FILLED WITH WATER.
- BARRICADES SHALL BE PLACED CONNECTED TO ONE ANOTHER WITH NO SPACING BETWEEN BARRICADES.
- ANY BARRICADES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT NO ADDITIONAL COST TO THE AIRPORT.
- ALL BARRICADES SHOWN ON THIS PLAN ARE FOR DISPLAY PURPOSES ONLY AND DO NOT IN ANY WAY INDICATE THE NUMBER OF LIGHTED BARRICADES NEEDED FOR THE PROJECT.

TYPICAL PLASTIC TYPE LIGHTED BARRICADE DETAIL

N.T.S.

Gale Associates, Inc.
Engineers and Planners
6 BEDFORD FARMS DRIVE SUITE 101
BEDFORD, NH 03110
P 603.471.1887 F 603.471.1809

www.gainc.com
Connecticut | Florida | Maine | Maryland
Massachusetts | New Hampshire | Virginia

This drawing and the design and construction features disclosed are proprietary to Gale Associates, Inc. and shall not be altered or reused in whole or part without the express written permission of Gale Associates, Inc. Copyright ©2023

BID SET

PROJECT

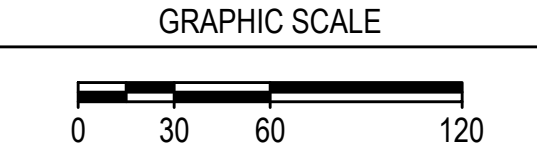
RELOCATE FUEL TANK AND INSTALL SELF-SERVICE EQUIPMENT

BID NUMBER: LA 2024-001

OWNER

AUBURN-LEWISTON AIRPORT
CITY OF AUBURN, MAINE

NO.	DATE	DESCRIPTION	BY
PROJECT NO.	777130		
CADD FILE	777130 - 03 - S11		
DESIGNED BY	AWC		
DRAWN BY	AWC		
CHECKED BY	NAI		
DATE	JULY 2023		
DRAWING SCALE	1" = 60'		

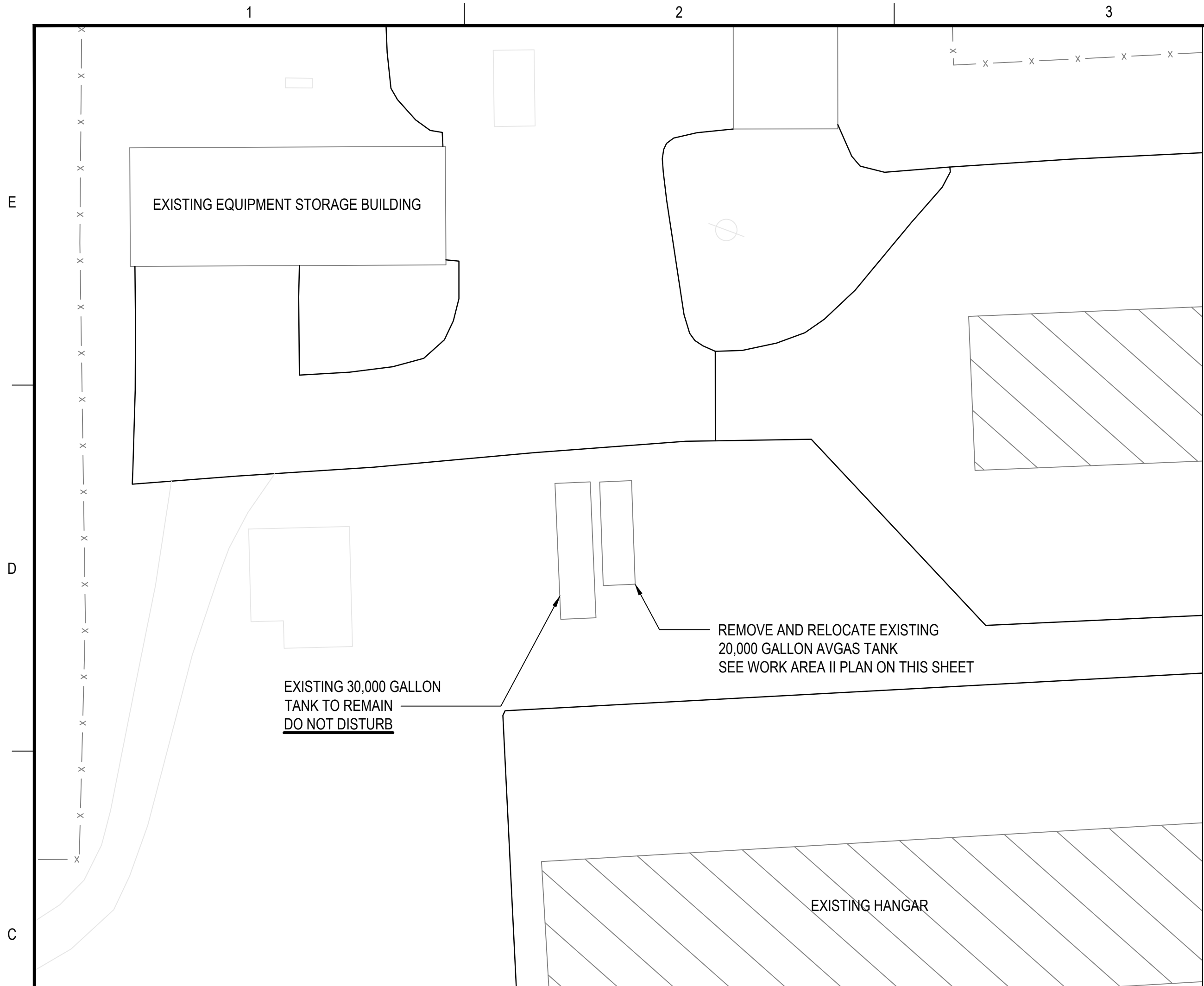


SHEET TITLE

SAFETY AND PHASING
PLAN AND DETAILS

DRAWING NO.

S1.1



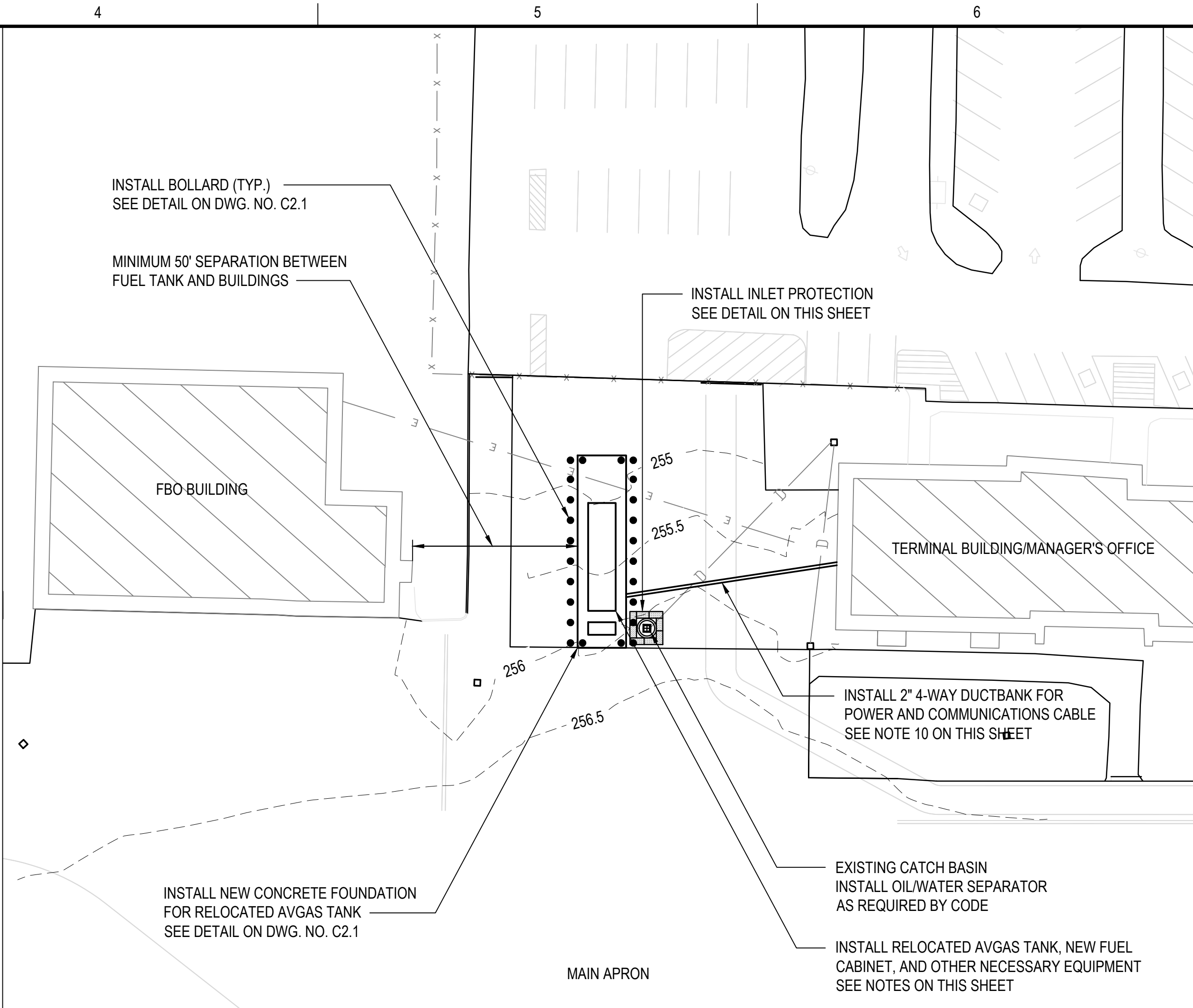
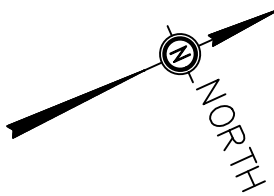
WORK AREA I SITE PLAN
SCALE: 1" = 30'

LEGEND:

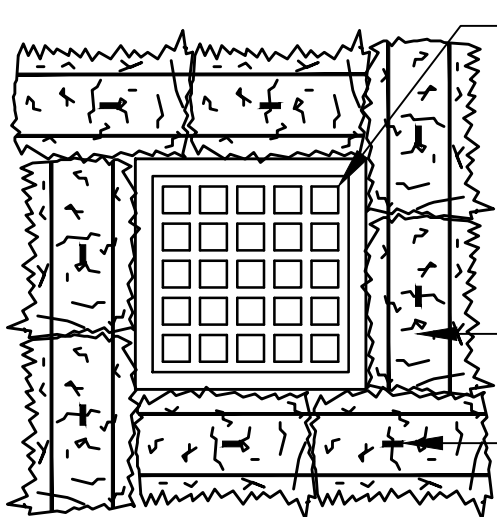
- EXISTING EDGE OF PAVEMENT
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- INLET PROTECTION

NOTES:

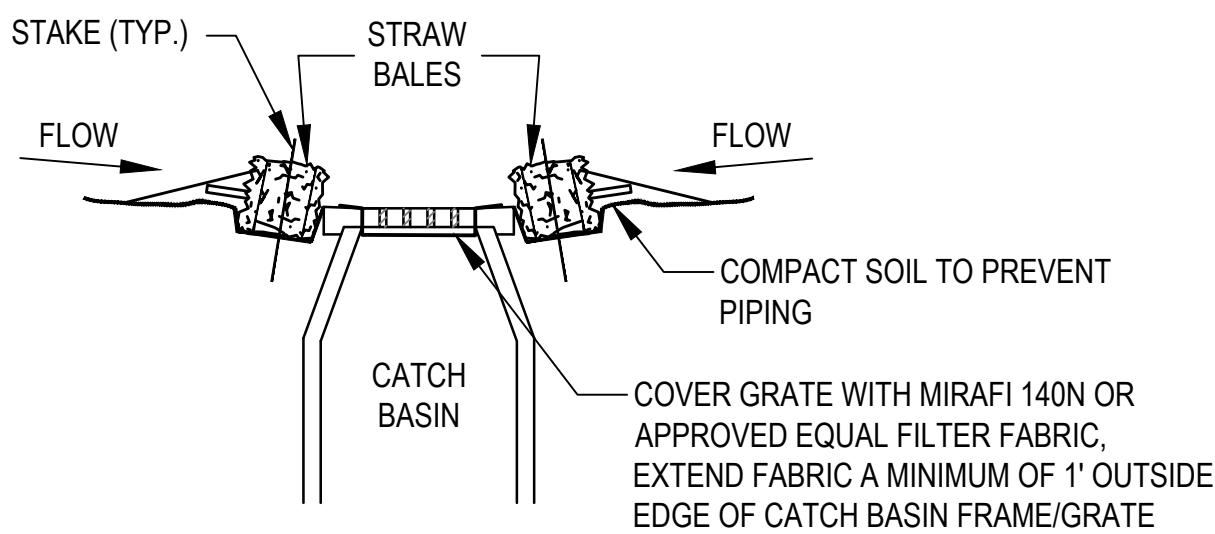
- FOR SAFETY AND PHASING INFORMATION, SEE DWG. NOS. S1.1 AND S2.1.
- LOCATION OF FUEL TANK INSTALLATION SHOWN IS DIAGRAMMATICAL AND SHALL BE DETERMINED DEFINITELY BY THE CONTRACTOR AND APPROVED BY THE AIRPORT ON SITE PRIOR TO COMMENCEMENT OF WORK.
- FUEL TANK MUST BE LOCATED A MINIMUM OF 50 FEET FROM ANY BUILDING OR STRUCTURE.
- ALL EQUIPMENT NEEDED TO PROVIDE A FUNCTIONAL SELF-SERVICE FUELING STATION INCLUDING BUT NOT LIMITED TO PUMPS, HOSES, HOSE REELS, PIPES, ANTI-SIPHON VALVE, OFFLOAD PUMP, COMMUNICATION EQUIPMENT, MONITORING EQUIPMENT, BENNET PUMP, AND LEAN-TO WILL BE CONSIDERED INCIDENTAL TO THE TANK RELOCATION. A CARD READER SYSTEM (QT POD M4000) WILL BE PROVIDED BY THE OWNER..
- POWER, COMMUNICATION, AND MONITORING CABLING SHALL BE FIELD-LOCATED BY THE CONTRACTOR AND APPROVED BY THE AIRPORT PRIOR TO INSTALLATION.
- THE CONTRACTOR WILL BE RESPONSIBLE TO APPLY FOR AND OBTAIN ALL NECESSARY PERMITS/APPROVALS REQUIRED BY THE AUTHORITIES HAVING JURISDICTION OVER THE WORK
- THE EXISTING AVGAS TANK IS CONNECTED TO A FUEL MONITORING SYSTEM THAT CURRENTLY MONITORS BOTH TANKS. THE CONTRACTOR SHALL PROVIDE AND INSTALL A NEW MONITORING SYSTEM AT THE NEW AVGAS TANK SYSTEM LOCATION AS PART OF THEIR WORK. SEE SPECIFICATION SECTION M-003.
- THE LAYOUT OF BOLLARDS SURROUNDING THE TANK SYSTEM IS DIAGRAMMATICAL AND THE CONTRACTOR SHALL ENSURE THAT BOLLARDS ARE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
- LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY THE LOCATIONS OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF WORK.
- THE LOCATION OF THE DUCTBANK FOR POWER AND COMMUNICATIONS BETWEEN THE FUEL SYSTEM AND THE TERMINAL BUILDING IS SHOWN DIAGRAMMATICALLY AND WILL BE DETERMINED IN THE FIELD BY THE CONTRACTOR BASED ON THE POINTS OF CONNECTION TO THE BUILDING AND FUEL SYSTEM AS WELL AS OTHER UNDERGROUND UTILITIES.



WORK AREA II SITE PLAN
SCALE: 1" = 30'



PLAN VIEW



SECTION VIEW

STRAW BALE CHECK DAM AT CATCH BASIN NOTE:

- STRAW BALE CHECK DAMS SHALL BE INSTALLED ON ALL PROPOSED AND EXISTING CATCH BASINS WITHIN THE PROJECT WORK AREAS OR AS DIRECTED BY THE ENGINEER.
- SILT SACKS MAY ALSO BE USED FOR INLET PROTECTION, IF PREFERRED BY THE CONTRACTOR.

INLET PROTECTION DETAIL
N.T.S.

GALE
Gale Associates, Inc.
Engineers and Planners
6 BEDFORD FARMS DRIVE SUITE 101
BEDFORD, NH 03110
P 603.471.1887 F 603.471.1809
www.gainc.com
Connecticut | Florida | Maine | Maryland
Massachusetts | New Hampshire | Virginia
This drawing and the design and construction features disclosed are proprietary to Gale Associates, Inc. and shall not be altered or reused in whole or part without the express written permission of Gale Associates, Inc. Copyright ©2023

BID SET

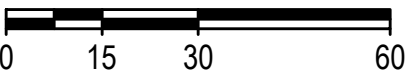
RELOCATE FUEL TANK AND INSTALL
SELF-SERVICE EQUIPMENT

BID NUMBER: LA 2024-001

OWNER
AUBURN-LEWISTON AIRPORT
CITY OF AUBURN, MAINE

NO.	DATE	DESCRIPTION	BY
PROJECT NO.	777130		
CADD FILE	777130 - 04 - C11		
DESIGNED BY	AWC		
DRAWN BY	AWC		
CHECKED BY	NAI		
DATE	JULY 2023		
DRAWING SCALE	1" = 30'		

GRAPHIC SCALE



SHEET TITLE

SITE PLAN

DRAWING NO.

C1.1



AUBURN-LEWISTON AIRPORT AUBURN, MAINE

REQUEST FOR PROPOSALS RELOCATE FUEL TANK AND ADD SELF- SERVE CAPABILITIES

July 2023

Prepared by:



**Gale Associates, Inc.
6 Bedford Farms Road, Suite 101
Bedford, New Hampshire 03110**

Job No. 777130

SPECIFICATIONS

TABLE OF CONTENTS

	<u>Page No.</u>
Title Sheet	
Table of Contents.....	i
Invitation to Bid	IB-1

BIDDING REQUIREMENTS

Information for Bidders.....	I-1 – I-3
Proposal Forms.....	P-1 – P-13
Bid Bond Forms	BB-1 – BB-4

CONTRACT DOCUMENTS

Contract	C-1 – C-5
Contractor's Guarantee	C-6
Performance Bond	C-7 – C-11
Notice of Award.....	C-12
Notice to Proceed	C-13

SPECIFICATIONS

General Provisions.....	GP-1 – GP-14
-------------------------	--------------

TECHNICAL SPECIFICATIONS

<u>Item</u>	<u>Description</u>	<u>Page No.</u>
ITEM M-001	SUMMARY OF WORK AND GENERAL REQUIREMENTS.....	M-001-1 – M-001-5
ITEM M-002	GENERAL CONTRACT ITEMS.....	M-002 -1 – M-002-3
ITEM M-003	FUEL STORAGE AND DISPENSING SYSTEM.....	M-003-1 – M-003-5
ITEM M-004	INSTALLATION OF AIRPORT ELECTRICAL EQUIPMENT FOR FUEL SYSTEM.....	M-004-1 – M-004-3

Invitation to Bid
Auburn-Lewiston Airport
Request for Proposals (RFP)
Relocate Fuel Tank and Add Self-Serve Capabilities

Dear Bidder,

The Auburn-Lewiston Airport is accepting written proposals for a project located at the Auburn-Lewiston Airport, 80 Airport Drive, Auburn, Maine. The Owner reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the Cities of Auburn and Lewiston may determine necessary. The Owner also reserves to itself the exclusive right to accept any proposals when it is deemed to be in the best interests of the Owner. In awarding any proposal, the Owner may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the Cities of Auburn and Lewiston, warranties, references, bonding, delivery date, and service of Bidder.

Sealed proposals for this project must be received at the Auburn-Lewiston Airport, 80 Airport Drive, Auburn, ME 04210 on or before August 24st, 2023 at 10:00 AM local time. Proposals received after this time will not be accepted. See "Information for Bidders" Section 1 for information on submissions of proposals.

A Pre-Bid conference will be held at the Airport on August 14, 2023 at 10:00 AM at which time prospective bidders will have the opportunity to view and inspect the project site.

This project includes all work necessary to relocate and reinstall an existing 20,000 gallon AvGas storage tank and dispensing system, installation of self-serve fueling and sales equipment (QTPOD M4000 and associated equipment), Installation of a new tank monitoring and gauging system, concrete foundation, site work, excavation, and other items as specified.

The Owner is seeking contracting firms to complete the proposed project no later than October 31st, 2023.

Plans and specifying documents for the project may be examined on or after July 31, 2023 at the office of the Airport Manager. Electronic (PDF) documents may be obtained from the Airport's Website (www.flytomaine.com/business-management/).

Please contact the Chairman of the Airport's Board of Directors, Mr. Jonathan LaBonte, to schedule any additional site visits. ((207) 786-0631 or via email at j.labonte@auburnmaine.gov).

Questions regarding this Request for Proposals should be directed to Mr. Nikolas A. Ippolito, P.E., Chief Aviation Engineer, Gale Associates, Inc. at (603) 471-1887 or via email at nai@gainc.com. Questions/Requests for information regarding the plans and specifications must be submitted to Gale Associates in writing no later than August 17, 2023.

Sincerely,

Jonathan LaBonte
Chairman – Board of Directors
Auburn-Lewiston Airport

Information for Bidders

Information for Bidders

1. Bid Items

This project is being solicited as a Base Bid proposal.

The work in the base bid includes:

- Relocation of the proposed fuel storage facility;
- Utility installation and relocation;
- Installation of self-serve fueling functionality using owner provided equipment;
- Installation of new digital tank monitoring and gauging equipment (Veeder Root or approved equal);
- Installation of a new concrete tank pad and grounding grid;
- Installation bollards
- All associated inspections, testing, and certifications necessary for a complete, functional system ready for use.

2. Submittal of Bid Documents

Proposals must be submitted on the prescribed forms as listed herein. All blank spaces must be filled in, either hand-written neatly in ink or type-written, both in words and numbers. The proposal forms which follow, consist of items of work for which prices are requested. Each proposal shall state a price for the applicable item. The sum of all proposal items will be used in the comparison of proposals received. The proposal forms must not be changed and must be submitted under the name of and with the correct business address of the bidder.

The following documents shall be included in each proposal:

- a. All applicable pages of the Proposal section pages P-1 through P-14;
- b. Bid Bond pages BB-1 through BB-5 along with all required certifications;
- c. Bidder's qualification documents;

Bidders must sign and notarize the applicable pages of the bid documents. Bids that are incomplete or have not been notarized will not be considered.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, their address, phone number, and the name of the project for which the bid is being submitted.

3. Bid Deposit

A bid deposit in the amount of at least five (5%) of the total bid amount must be submitted with the bid. The form of the deposit may be either a certified check or a Proposal Guarantee Bond (Bid Bond) executed by a Surety company listed on the current United States Department of Treasury "Department of the Treasury's listing of approved Sureties (Department Circular 570)" as authorized to do business in the State of Maine.

Bid Deposits shall be made payable to the Auburn-Lewiston Airport.

Bids submitted without acceptable security will not be considered. The Bid Deposit will be retained from the three lowest qualified Bidders until a Contract is executed. In the event that a successful Bidder should fail or refuse to execute and deliver the Contract and Bonds required within a reasonable time, they shall forfeit to the Owner as liquidated damages their Bid Deposit.

4. Qualifications of Bidder

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work within the past five (5) years, including a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

A bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

5. Conditions of the Contract Area

Each Bidder must be informed of the conditions relating to the scope of work, project site conditions and employment of labor thereon. Failure to do so will not relieve the successful Bidder of their obligation to furnish all labor, materials, and equipment necessary to carry out the provisions of the Contract work scope.

6. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable Federal laws, State laws, municipal by-laws and ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in the Contract Documents in full.

At the time of the opening of Bids each Bidder will be presumed to have inspected the site, and to have read and to be thoroughly familiar with all statutes, by-laws and regulations affecting their Bid. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to their Bid.

7. State Sales Tax

The Contractor will be provided the Owner's Tax-Exempt Certificate Number for the purchase of material and equipment to be utilized specifically on this Project.

8. Permits and Approvals

The successful bidder shall be responsible for preparation of all required permit applications that may be required for the project. This includes, but is not limited to:

- a. State Fire Marshal Approval
- b. Local Fire Department Approval
- c. Fuel Storage Permits
- d. Electrical Permits
- e. Building Permits
- f. Other permits required by the City of Auburn, ME.

9. Equal Employment Opportunity

The Auburn-Lewiston Airport is an equal opportunity employer and shall not discriminate against any bidder, employee, or citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry, or natural origin. Vendors and contractors or their agents doing business with the Auburn-Lewiston Airport shall act in a manner which complies with the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may result in a breach of contract or service to the Auburn-Lewiston Airport.

10. Save Harmless

The Bidder agrees to protect and save harmless the Owner from all costs, expenses or damages that may arise out of alleged infringements of patents for materials or methods used.

11. Subcontracting

The bidder shall not subcontract any part of the work or materials or assign any monies due without first obtaining the written consent of the Owner. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

12. Warranty

The bidder warrants that all work will be of good quality and free from faults and defects. All work not so conforming to the applicable codes and standards shall be considered defective. The bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the bidder.

End of Information for Bidders

Proposal Documents

- (1) Proposal Forms
- (2) Bid Bond Forms

Proposal Forms
Relocate Existing Fuel Tank and Add Self-Serve Capabilities

To: Auburn-Lewiston Airport
Jonathan LaBonte
Chairman – Board of Directors
80 Airport Drive
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, firm, or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership, or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the Auburn-Lewiston Airport. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above and as amended.

Acknowledgement of Addendum(s) # _____

Signature: _____ Date: _____

Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

On this _____ day of _____, 20__ personally appeared

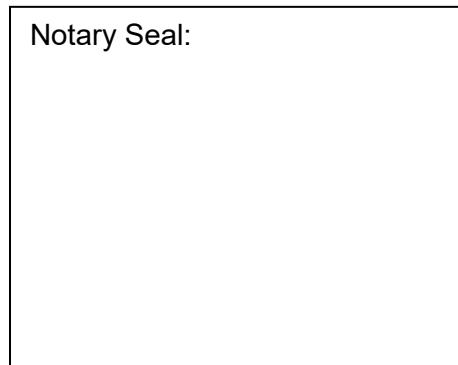
_____ And acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Schedule of Values (Base Bid)

ITEM NO.	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	LUMP SUM PRICE	
		Dollars	Cents
1	<u>Permitting & Compliance</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
2	<u>Mobilization</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
3	<u>Demolition and Disposal</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
4	<u>Utility Installation/Relocation</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
5	<u>Relocate Existing, 20,000 Gallon Tank and Dispensing System (AvGas)</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
6	<u>Install Owner Supplied Self-Serve Equipment,</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		

ITEM NO.	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	LUMP SUM PRICE	
		Dollars	Cents
7	<u>Electrical</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
8	<u>Site Work</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		
9	<u>Concrete Work</u> for the unit price per Lump Sum of: _____ Dollars And _____ Cents.		

Proposal Summary**Total Base Bid Proposal:**

_____ Dollars
(words)

and _____ Cents

(\$ _____)
(numbers)

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

The above prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work as 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 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 he/she is selected as the Contractor he/she 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 Proposal; furnish a Performance Bond and Payment Bond as required, each of a Surety company qualified to do business under the laws of the State and satisfactory to the Owner, and each in the sum of 100% of the Contract amount, the premiums of which are to be paid by the Contractor and are included in the Contract amount; furnish insurance certificates as required by the Specifications; and return the documents to the Owner. In addition, the Contractor agrees that they will begin work within fourteen (14) calendar days of receipt of a Notice to Proceed (electronic receipt shall be considered acceptable as "receipt" under this provision). Failure by the Contractor to comply fully with either of these provisions may result in the cancellation of the award for this project.

Bidder proposes to provide all engineering, permitting, 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 he/she will comply fully with all Federal, State and Local laws and regulations applicable to contract awards.

The Bid Security attached in the sum of \$_____ 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 causes thereby.

Company Name: _____

Address: _____

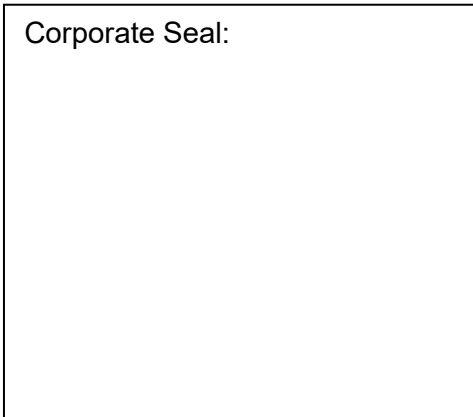
Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Corporate Seal:



Bidder's Certification Requirement

The following certification statement is to be signed by the Bidder.

I hereby certify that I am a _____
(Title of Officer)

Of the company and duly authorized representative of

(Company Name)

Whose Address is _____

And that neither I nor the above company I here represent has:

- A. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any company or person (other than bona fide employee working solely for me or the above company) to solicit or secure this Contract,
- B. Agreed, as an express or implied condition for obtaining this contract to employ or retain the services of any company or person in connection with carrying out the Contract, or
- C. Paid, or agreed to pay, to any company, organization or person (other than a bona fide employee working solely for me or the above company) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract;

I acknowledge that this certification is to be furnished to the Auburn-Lewiston Airport in connection with this Contract involving participation of state and federal funds, and subject to applicable state and federal laws, both criminal and civil.

I certify under the penalty of perjury that the following firm or corporation, to the best of my knowledge and belief, has filed all Maine Tax Returns and paid all Maine taxes required under law.

Federal I.D. No. _____

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Note: This section is to be notarized.

-
-
-

-
- This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

(Insert 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?

4. What projects has your present organization completed of character similar to the proposed Project? (List the name and address of the owner for whom the work was done, whether the work was done as the contractor or subcontractor and the date of completion, give a description of the work, and state the approximate value of the contract, give a minimum of two projects)

(Insert additional sheets as necessary)

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

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: _____

7. The names and residences of all persons and parties interested in this proposal as principals are as follows: (in case of a corporation, give names of officers and directors; in case of a partnership, give names of all partners)

8. The undersigned also agrees that all work to be performed by Subcontractors is listed as follows:

Signature of Bidder: _____

Printed Name: _____

Title: _____

Notarization

State of: _____

County of: _____

Being duly sworn, deposes and says that they are _____
(Title)

of _____
(Name of Organization)

And that the answers to the foregoing questions and statements contained therein are true and correct.

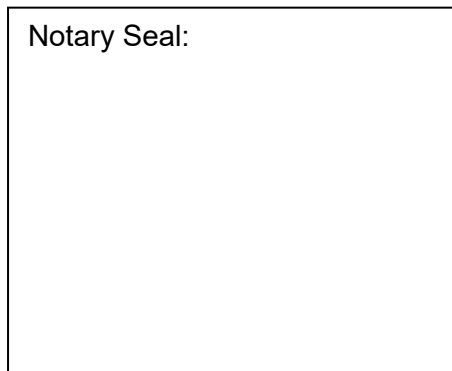
Sworn to before me this _____ Day of _____, 20____

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Certificate as to Corporate Principal
(if a Corporation)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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

The he/she resides at _____

And is the _____

of _____

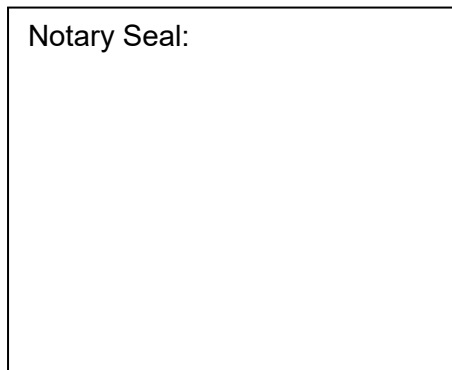
the corporation described in and which executed that the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Partnership Certificate for Proposal
(if a Partnership)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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 he/she is a general partner in the firm of:

and that said firm consists of himself/herself and:

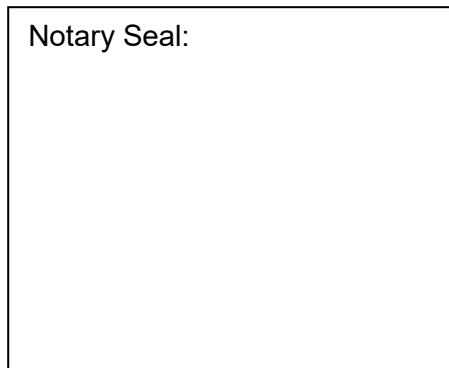
and that he/she executed the foregoing instrument on behalf of said firm for the uses and
purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Individual Certificate for Proposal
(if an Individual)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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 he/she is the owner of the firm:

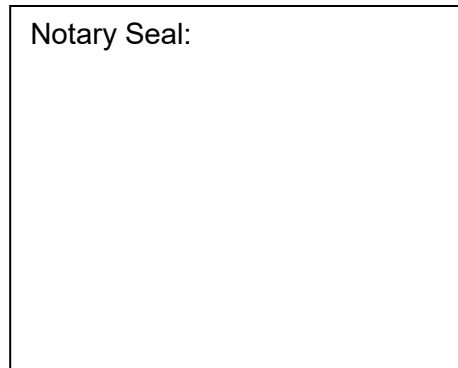
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Bid Bond Forms

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, _____
(Name of Bidder)

and _____
(Name of Surety)

as surety, are hereby held and firmly bound unto the Owner, as Owner in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20_____

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing.

NOW THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for this faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

_____ (Surety)

By _____ (Signature)

Surety companies must be authorized to transact business in the state of Maine

Bid Bond
Certificate as to Corporate Principal
(if a Corporation)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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

The he/she resides at _____

And is the _____

of _____

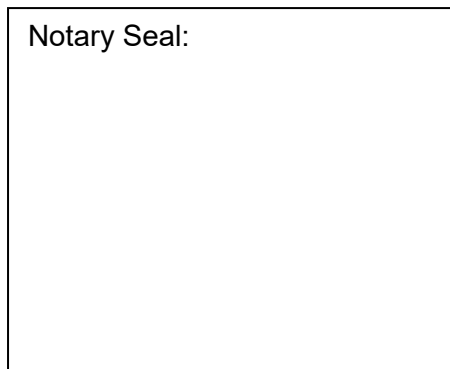
the corporation described in and which executed that the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



**Bid Bond
Partnership Certificate for Proposal
(if a Partnership)**

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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 he/she is a general partner in the firm of:

and that said firm consists of himself/herself and:

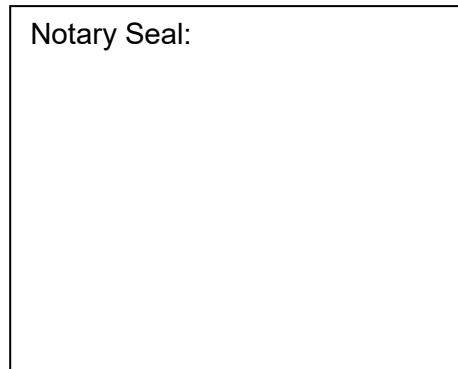
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Bid Bond
Individual Certificate for Proposal
(if an Individual)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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 he/she is the owner of the firm:

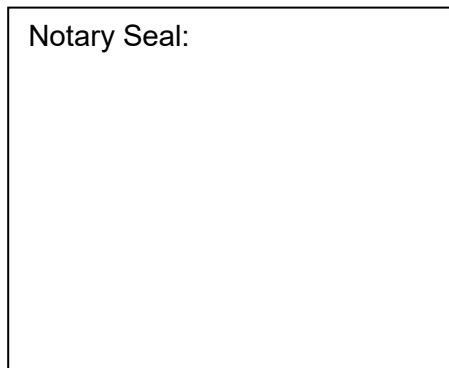
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Contract Documents

- (1) Contract Forms
- (2) Contractor's Guarantee Forms
- (3) Performance Bond Forms
- (4) Notice of Award
- (5) Notice to Proceed

Contract

THIS CONTRACT, made this _____ day of _____, 20____

By and between the Auburn-Lewiston Airport, hereinafter called "Owner", and

(Contractor's Name)

Doing business as a corporation located in:

City: _____

County: _____

State: _____

Hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the Project entitled:

Relocate Existing Fuel Tank and Add Self-Serve Capabilities

Hereinafter called the "Project"

It is agreed that the values given in the "Schedule of Values" in the Contractor's Proposal section of the Contract Documents will be used for the basis of determining the amount due under this Contract Agreement and for establishing the amount of the required Contract Performance Surety Bond, and Contract Payment Bond, and that the amount due under this Contract so determined is \$_____ for award of the Project.

The Owner shall have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the Contractor. The Owner will pay for the work performed and materials furnished for any such increase and will calculate a proper reduction for any decrease in accordance with the "Schedule of Values" section of the Contractor's Bid.

The Contract amount includes all work in connection therewith, under the terms as stated in the General Conditions of the Contract; and at his/her (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid, the General Conditions of the Contract, the plans which include all maps, plans, blueprints and other drawings and printed or written explanatory matter thereof, the specifications and Contract Documents therefore all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under this Contract within five (5) calendar days of the date of the written "Notice to Proceed" and to fully complete the project by October 1st 2023.

Notwithstanding any other provision contained in this agreement, the Contractor agrees to make no monetary claim for delays, interferences or hindrances of any kind in the performance of this

Contract occasioned by any act or omission to act of the Owner or any of its Representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work.

The Owner may terminate this Contract for cause by Written Notice to the Contractor. In the event of such termination, Contractor shall not be entitled to any further payment under this Contract from the date of receipt of said Notice.

The Owner shall have the right to terminate this Contract at any time for its convenience on ten (10) days' prior Written Notice to Contractor. If Contract is terminated by the Owner for convenience, the Owner shall pay Contractor for all work performed and all materials purchased prior to the receipt of such Notice.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions as provided in the General Provisions and Supplemental General Provisions and to make payments on account thereof as provided in the General Provisions.

The parties to these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Auburn-Lewiston Airport have caused this Contract to be signed and sealed in their corporate name by its Board Chairman, respectively, being duly authorized, and

Contractor's Name: _____

has caused this Contract to be signed and sealed in its corporate name by

Printed Name: _____

Title: _____

being duly authorized, the day and year first written above at the Auburn-Lewiston Airport.

Owner:

Attest:

By: _____

By: _____

Name: Jonathan LaBonte

Name: _____

Title: Chairman – Board of Directors

Title: _____

Contractor:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Contract
Certificate as to Corporate Principal
(if a Corporation)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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

The he/she resides at _____

And is the _____

of _____

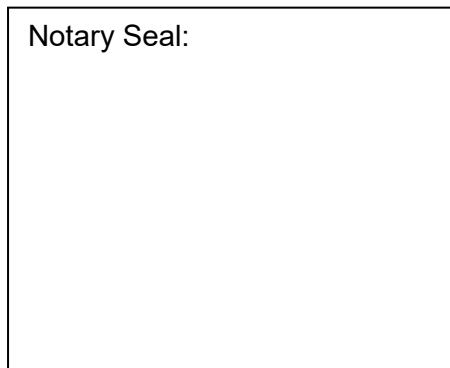
the corporation described in and which executed that the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Contract
Partnership Certificate for Proposal
(if a Partnership)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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 he/she is a general partner in the firm of:

and that said firm consists of himself/herself and:

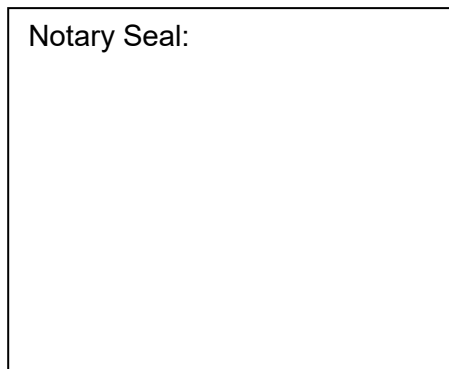
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Contract
Individual Certificate for Proposal
(if an Individual)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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 he/she is the owner of the firm:

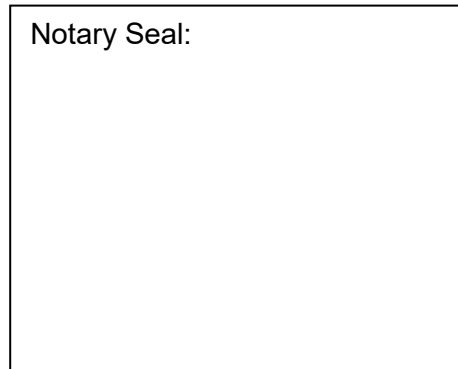
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Contractor's Guarantee

WHEREAS _____
(Contractor)

of _____
(Address)

Herein called "Contractor" has completed design and construction of the following project:

Relocate Existing Fuel Tank and Add Self-Serve Capabilities

Location:

Date of Completion: _____

Guarantee Expires:

Whereas, at the inception of such work the Contractor agreed to guarantee the construction against faulty materials or workmanship for a limited period and subject to the conditions set forth:

Now, therefore, the Contractor hereby guarantees, subject to the conditions herein set forth, that during a period of one (1) year from the date of completion of said construction, they will, at their own cost and expense, following receipt of written notice, make or cause to be made such repairs to said construction resulting solely from faulty construction or defects in materials or workmanship applied by or through the Contractor as may be necessary to maintain the construction in defect-free condition.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage caused by the following: lightning, windstorm greater than 110 mph, hailstorm or other acts of God; or fire. If the construction is damaged by reason of any of the foregoing, this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs.
2. This guarantee shall not be or become effective unless and until the Contractor has been paid in full for all their work.
3. This guarantee runs in favor of Owner only and is not transferable.
4. Additional Conditions: This Contractor Warranty is in Addition to all other legal and specified Warranties and Guarantees required on the Project's Contract Documents for materials, systems and performance of the manufacturer or supplier.

In Witness Whereof, this instrument has been duly executed on _____
(date)

Company Name: _____

Authorized Signature: _____

Title: _____

Note: this form shall bear seal if Contractor is a Corporation.

Corporate Seal:

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,

organized under the Laws of the State of _____,

and having a usual place of business in _____,

as Principal and _____,

organized under the Laws of the State of _____,

and having a usual place of business at _____,

as surety, are holden and stand firmly bound and obligated unto the Owner, as obligee, in the sum of _____

(\$ _____) Dollars, lawful money of the United States of America, to and for the true payment, whereof, we hereby bind ourselves, and each of us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has, by means of a written Agreement dated _____ entered into a Contract with the same obligee, a copy of which Agreement is attached hereto and by reference made a part hereof.

NOW, the condition of this obligation is such

THAT, if the said principal, their heirs, administrators, successors, or assigns, shall well and truly keep and perform all the agreements, terms and conditions of said agreement on their part to be kept and performed, including the guarantee in the General Conditions, then this obligation shall be void - otherwise, it shall remain in full force and virtue.

AND, the said surety, for value received, hereby stipulates and agrees that no change in, or extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or to the specifications accompanying the same shall in any way affect their obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF,

we have hereunto set our hands and seals this _____ day of _____, 20_____

Seal:

By

PRINCIPAL

Seal:

By

SURETY

IMPORTANT - Attach herewith proof of Authority of Officers or agents to sign bonds.

Performance Bond
Certificate as to Corporate Principal
(if a Corporation)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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

The he/she resides at _____

And is the _____

of _____

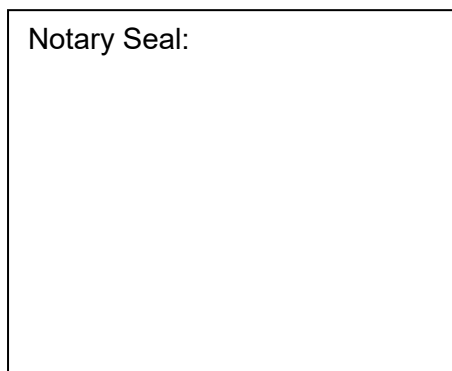
the corporation described in and which executed that the foregoing instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order to the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her name and official designation.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



**Performance Bond
Partnership Certificate for Proposal
(if a Partnership)**

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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 he/she is a general partner in the firm of:

and that said firm consists of himself/herself and:

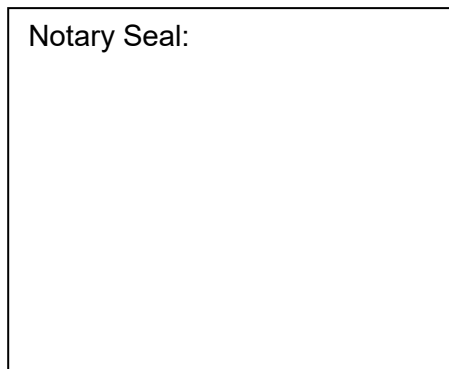
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



**Performance Bond
Individual Certificate for Proposal**
(if an Individual)

State of: _____

County of: _____

On this _____ day of _____, 20_____

before me personally came _____

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 he/she is the owner of the firm:

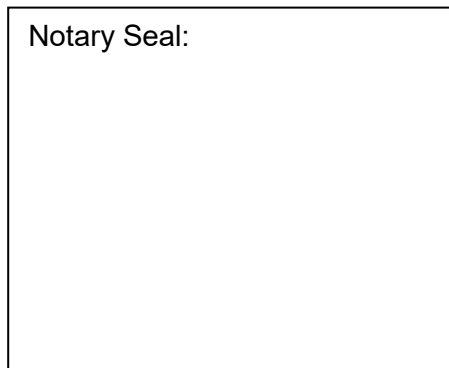
and that he/she executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public: _____

Name (Print): _____

Commission Expires: _____

Notary Seal:



Notice of Award

To: _____

Project:

Relocate Existing Fuel Tank and Add Self-Serve Capabilities

The Owner has considered the Proposal submitted by you for the above described project in response to it's RFP dated _____, 20____ and Information for Bidders.

You are hereby notified that your Proposal has been accepted in the amount of:

\$_____ for award of the Project.

You are required by the Information for Bidders to execute the Agreement and furnish the required Performance Bond and Certificates of Insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Signed: _____ Date: _____

By: Jonathan LaBonte

Title: Chairman – Board of Directors

Acceptance of Notice

Signed _____ Date: _____

By: _____

Title _____

Notice to Proceed

To: _____

Project: **Relocate Existing Fuel Tank and Add Self-Serve Capabilities**

You are hereby notified to commence work in accordance with the agreement dated:

_____, 20__

and you are to complete all design and construction by June 30th, 2020.

Signed: _____ Date: _____

By: Jonathan LaBonte

Title: Chairman – Board of Directors

Acceptance of Notice

Signed _____ Date: _____

By: _____

Title _____

Specifications

(1) General Provisions

General Provisions

For the purposes of this Contract, it shall be understood that the term "Contractor" is used to describe the firm to which this contract is awarded, all consultants, subconsultants, subcontractors, designers, and other parties subject to, and performing work on this Project.

1. Irregular Proposals

Proposals shall be considered irregular for the following reasons:

- a) If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c) If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d) If the proposal contains unit prices that are obviously unbalanced.
- e) If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f) If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

2. Disqualifications of Bidders

A bidder shall be considered disqualified for any of the following reasons:

- a) Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b) Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

3. Discrepancies and Omissions

A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than seven (7) days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

4. Consideration of proposals

After the proposals are received, they will be compared on the basis of the summation of the products obtained by evaluating bid prices. If a bidder's proposal contains a discrepancy between written bid prices and bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a) If the proposal is irregular; proposals shall be considered irregular for the following reasons:
 - 1. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
 - 2. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
 - 3. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
 - 4. If the proposal contains unit prices that are obviously unbalanced.
 - 5. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
 - 6. If the applicable Disadvantaged Business Enterprise information is incomplete.
- b) If the bidder is disqualified for any of the following reasons:
 - 1. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
 - 2. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
 - 3. If the bidder is considered to be "unresponsive" for any reason.

The Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

5. Award of contract

The award of a contract, if it is to be awarded, shall be made within **30** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

6. Cancellation of award

The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner

7. Return of proposal guaranty

All proposal guaranties, except those of the three lowest bidders, will be returned immediately after the Owner has made a comparison of bids. Proposal guaranties of the three lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds.

8. Requirements of contract bonds

At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

9. Approval of contract

Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

10. Failure to execute contract

Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified herein shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

11. Intent of contract

The intent of the contract is to provide for design, construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

12. Contractor Considerations

The Contractor shall give due consideration to all aspects of the work prior to beginning any phase of construction. Refer to the technical specifications for performance requirements of the fuel storage and distribution system. The Contractor shall consider the following during the design of the project:

1. Accessibility of the fuel system for delivery vehicles.
2. Accessibility of the fuel system for Pilots and Airport Users.
3. Airport Security considerations
4. Traffic patterns for ground support vehicles and refuelers.
5. Existing utilities and infrastructure to be removed/relocated.
6. Containment or confinement of spills
7. Emergency shutoff systems
8. Piping size and layout
9. Electronic and Point of Sales equipment location and accessibility
10. Pumps and suction piping locations
11. Signage and posted signs

The Contractor and Owner shall conduct review meetings as prior to construction of the Project to obtain feedback from the Owner and Airport Staff on the proposed system location and orientation. The Contractor shall perform due diligence in addressing the owner's comments and, to the extent practical, comply with requests that do not significantly change the nature or intent of the project.

13. Alteration of work

The Owner reserves the right to make such changes in work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

Should the value of altered work meet the criteria for significant change in character of work, such altered work shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

14. Omitted items

The Owner may provide written notice to the Contractor to omit from the work any contract item that does not substantially alter the contract scope. Substantial contract items may be

omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item.

15. Extra work

Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order and shall contain any adjustment to the contract time that, in the Owner's opinion, is necessary for completion of the extra work.

When determined to be in the Owner's best interest, the Owner may order the Contractor to proceed with extra work. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement.

If extra work is essential to maintaining the project critical path, the Owner may order the contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

16. Construction Safety Requirements

This section is intended to emphasize some of the necessary safety measures that shall be implemented by the contractor during execution of this project. Construction Safety shall be considered a priority for the duration of construction activities. The contractor shall be familiar with vehicle operation requirements at the Airport and shall confine their movements to the designated areas shown on the plans.

No contractor vehicles, equipment, materials, or personnel shall enter an active aircraft operation area without the permission of the Owner.

Before beginning any site work on the project, the contractor shall install positive controls (barricades, construction fence or other approved materials) to prevent contractor vehicles from entering active areas.

Contractor vehicles and equipment which are expected to work within the airport property shall be fitted with roof mounted flashing strobes which are flashing whenever on-site. Contractor vehicles must be clearly marked on both sides with the company name.

17. Maintenance of traffic

It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Safety and Phasing Plan.

- a) It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified herein. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified herein.
- b) With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the Safety and Phasing Plan.
- c) When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

18. Removal of existing structures

All existing structures encountered within the site shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be incidental to the Contract.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition was not known during the design, the Owner shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be determined by the Owner in accordance with the provisions of the contract.

During the construction of this Project, it is intended that all existing materials or structures that may be encountered shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

The removal of large or complicated existing structures such as box-culverts, underground storage tanks, large underground electrical vaults, large reinforced concrete structures or foundations, or similar existing airport facilities shall not qualify for additional payment.

19. Rights in and use of materials found in the work

Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a) Use such material on site, providing such use is approved by the Owner; or,
- b) Remove such material from the site, upon written approval of the Owner; or
- c) Use such material for the Contractor's own temporary construction on site; or,
- d) Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Owner's approval in advance of such use.

Should the Owner the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

20. Final cleanup

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition.

21. Source of supply and quality requirements

The materials used in the work shall meet industry standards for the type of fuel being stored in each tank. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

the Contractor shall furnish documentation to the Owner as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

22. Material Storage

Materials shall be stored to assure the preservation of their quality and fitness for the work. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans,, the storage of materials and the location of the Contractor's parked equipment or vehicles shall be subject to the approval of the Owner.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

23. Laws to be observed

The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

24. Permits, licenses, and taxes

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

25. Patented devices, materials, and processes

If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

26. Responsibility for Damage Claims

The Contractor shall indemnify and hold harmless the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of

any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

27. Contractor's responsibility for work

Until the Owner's final written acceptance of the entire completed work, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

28. Contractor's responsibility for utility service and facilities of others

The Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents. The Contractor shall be responsible for coordinating and obtaining approval for all affected or relocated utilities.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

29. Environmental protection

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor shall apply for and obtain approvals for all aspects of the work falling under the jurisdiction of any federal, state, or local permitting agency.

30. Insurance Requirements

The Contractor shall not commence work under this Contract until they have obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on their Subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. All required insurance shall be maintained at or above the required limits for the duration of this Contract. All policies shall be issued by companies authorized to write that type of insurance under the laws and statutes of the State of Maine.

1. Worker's Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract, the statutory Workmen's Compensation and Employer's Liability Insurance in accordance with current Maine law, for all of his/her employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. The minimum coverage shall be as required by statute.
2. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance in the amounts herein specified. The minimum coverage shall be as required by statute.
3. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of their Subcontractors to procure and to maintain during the life of their Subcontract, Subcontractor's Public

Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified above, or (2) insure the activities of their Subcontractors in their policy.

4. Owner's Protective Liability Insurance: The Contractor shall take out and furnish to the Owner and maintain during the life of this Contract a separate complete Owner's Protective Liability Insurance in the amounts required by statute.
5. Fire and Extended Coverage Insurance: The Contractor shall procure and maintain during the life of this Contract fire and extended coverage insurance on all work in place and/or materials stored at the site in the amounts specified herein. The minimum coverage shall be as required by statute.
6. Insurance Certificates: The Contractor shall furnish the Owner at the time of executing the Contract, Certificates of Insurance showing clearly the types and amounts of insurance coverage, the operations covered, effective dates, and expiration dates for all of the required insurance coverage. Certificates of Insurance shall be endorsed essentially as follows: "None of the coverage indicated on the Certificate will be modified or canceled without ten days prior written notice to the Owner". The Certificates of Insurance shall clearly state all of the requirements specified in all these subparagraphs and shall state the month and year of the Contract. All insurance policies and certificates shall list the Auburn-Lewiston Airport Board of Directors, and the City of Auburn as the additionally insured and acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the Contractor under the Contract.

The Contractor's and Subcontractor's Public Liability, Property Damage, Vehicle Liability, and Vehicle Property Damage insurance coverage shall provide adequate protection against the following special hazards:

1. Damage or injury to aircraft or persons in aircraft operating on or near the project site, resulting from any operations under this Contract.
2. Damage or injury resulting from the use, storage, handling or transportation of explosives in connection with the Contract work.

31. Default and termination of contract

The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a) Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b) Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

- c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d) Discontinues the execution of the work, or
- e) Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g) Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h) Makes an assignment for the benefit of creditors, or
- i) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

32. Payments

Partial payments will be made to the Contractor at each month as the work progresses. Said payments will be based upon estimates, of the value of the work performed in accordance with the contract. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored.

From the total of the amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests.

33. Construction warranty

In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

- a) This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.
- b) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- d) The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- e) If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

34. Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the Owner approves the Contractor's final submittal. The Contractor shall provide:

- a) Two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.
- b) Complete final cleanup.
- c) Complete all punch list items identified during the Final Inspection.
- d) Provide complete release of all claims for labor and material arising out of the Contract.
- e) Manufacturer's certifications for all items incorporated in the work.

- f) Record drawings, as-built drawings or as-constructed drawings.
- g) Project Operation and Maintenance (O&M) Manual(s).
- h) Equipment commissioning documentation submitted, if required.

Technical Specifications

- (1) Item M-001 Summary of Work and General requirements
- (2) Item M-002 General Contract Items
- (3) Item M-003 Fuel Storage and Dispensing System
- (4) Item M-004 Installation of Airport Electrical Equipment for Fuel System

Summary of Work and General Requirements

001-1.1 This section of these specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally binding for this section as for all others. The costs associated with implementing the requirements set forth herein shall be considered incidental to the Contract and shall be accounted for in the price of the Contractor's Proposal.

001-1.2 General. The special requirements set forth in this section of these specifications shall govern any aspect of the Contract work where such requirements are deemed applicable by the Owner. The purpose of these requirements is to ensure that the Contract work does not damage private property or create any hazard to aircraft operations and to identify special coordination of schedule conditions of which the Contractor should be aware. It shall be the Contractor's responsibility to conduct all work in strict conformance with the special requirements set forth herein and to fully cooperate with the Owner in any way necessary to execute the Project.

The Contractor shall comply with all requirements of the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-2F "*Operational Safety on Airports During Construction*" (A copy is attached to this specification section) and the requirements specified herein. In areas of conflict, the more conservative safety requirement shall govern.

The work to be accomplished under these specifications include providing all labor, materials, equipment, consumable items, supervision, administrative tasks, tests and documentation required to design and construct a fully operational fuel storage and distribution system as described herein and shown on the plans.

The Contractor shall file plans, obtain permits and licenses, pay fees and obtain necessary inspections and approvals from authorities having jurisdiction, as required to perform the work in accordance with all legal requirements.

001-1.3 Project Description. This project is for the relocation of an existing fuel storage and distribution system for handling Aviation Fuel (100LL) and the associated system modifications needed to add self-serve capabilities allowing pilots to purchase and dispense fuel. The project also includes, but is not limited to the following:

- Permitting and permit compliance
- Mobilization and demobilization
- Providing temporary storage for fuel remaining in the tank at the time of construction
- Dismantling and relocating the existing 20,000 gallon tank and equipment
- Construction of a new concrete tank pad and grounding grid
- Installation of an owner-supplied point of sales system (QTPOD M4000)
- Installation of self-serve fueling equipment as required
- Installation of a new tank monitoring and gauging system (Veeder Root or approved equal)
- Installation of electrical service tapped from existing buildings nearby
- Site work and restoration
- Other work as defined in the plans, specifications, and as directed by the Owner.

The Project must be complete and operational by **October 31st, 2023.**

001-1.4 Work Areas. To minimize disturbance to Airport operations this project shall be confined to the work areas and staging areas shown in the plans. Any changes to the work areas shall be subject to the approval of the Owner.

001-1.5 Work Area Requirements. The following is a general outline of the work area requirements:

- a. The Contractor shall coordinate their construction activities on a daily basis with the Owner. If requested, the Contractor shall make any reasonably requested adjustment to their construction schedule and/or sequence of construction to avoid interference with Airport operations and other safety concerns.
- b. Any unauthorized shutdowns or disturbances to Airport facilities caused by the actions or inactions of the Contractor, their subcontractors or suppliers shall be the sole responsibility of the Contractor, including any fines, damages, lawsuits, or other effects.
- c. The Contractor shall note the location of staging areas and haul routes as indicated on the plans. The Contractor access shall be limited to the work areas, staging areas, and haul routes. the Contractor shall mark the boundaries of these areas so they are easily identified by all employees, subcontractors, vendors, and suppliers.
- d. The Project will require Notices to Airmen (NOTAMS) whenever construction activities are ongoing. The Contractor shall coordinate with the Owner and confirm that proper NOTAMS have been issued. To verify NOTAMS are in place go to <https://pilotweb.nas.faa.gov/PilotWeb/> and enter LEW in the "Locations" box.

001-1.6 Existing Conditions and Soils. It shall be the responsibility of the Contractor to fully evaluate the project site for space requirements, soil properties, utility locations, and all other aspects of the work within the Contractor's responsibilities. Access to the site will be provided to prospective bidders with prior coordination. If the site selected for the construction of the facility is found to be inadequate; the Contractor shall notify the Owner and an alternate site shall be determined.

001-1.7 Owner's Review. Prior to the commencement of work on the Project the Contractor shall conduct a review meeting with the Owner. The purpose of this meetings is to facilitate collaboration between the Owner, and the Contractor, and clarify the Owner's project goals, the final site of the relocated tank, tank orientation, equipment locations, and to confirm that the final deliverable meets the Owner's needs.

001-1.8 Construction Oversight. The Contractor shall always have a competent superintendent on the work site when any workers of the Contractor, or subcontractors are on site. The superintendent shall be fully authorized to act as the Contractor's agent on the Project and shall be capable of reading and thoroughly understanding the plans and specifications.

001-1.9 Staging Areas. The areas for the location of the Contractor's staging area are as shown on the plans. Equipment fueling and maintenance shall be confined to the staging area. The Contractor shall adhere to all local, state, and federal permit requirements for stormwater pollution prevention. the Contractor shall store all equipment and materials in the staging area when not in use. All equipment booms shall be lowered at the close of each day's

work or when stored and no equipment or materials shall be located closer than ten (10) feet from the perimeter fence.

The Contractor shall provide all necessary temporary fencing and gates to protect equipment and materials from pilferage or vandalism. The Owner shall not be responsible for any theft, vandalization, of damage to equipment or materials stored on the site.

At the completion of the Contract, the staging area shall be promptly removed and restored to the original condition or better and left clean and free of all debris or surplus materials.

001-1.10 Haul Routes. The Contractor shall confine their activities to the designated haul routes, staging areas, and work areas shown on the plans. the maximum speed limit on any haul within the Airport's perimeter fence is 15 mph. When public roads are used as haul routes, it shall be the contractor's responsibility to obtain proper permits, and obey all rules and regulations pertinent to the public road or highway.

Upon completion of the Project, the Contractor shall restore all haul routes to their original condition or better and be left clean and free of debris or surplus materials.

001-1.11 Airport Operation and Safety Requirements. Normal Airport operations will be conducted on the premises outside of the Contractor's work area. Construction shall be carried on in such a manner as to not interfere with the necessary operation of the Airport. The Contractor shall obey all instructions from the Owner regarding movement within the Airport property.

The Contractor shall be responsible for meeting all FAA, DOT, and Airport requirements concerning the maintenance of Airport security. This includes, but is not limited to, control of access to the premises, temporary security fencing and gates, gate guards, and police details, if necessary.

All Contractor vehicles shall have the company identification plainly visible on both sides of the vehicle, and an amber strobe mounted on the top of the vehicle. Construction equipment shall have an amber strobe and 3' x 3' square flag consisting of alternating international orange and white squares not less than 1' each, displayed in full view above the vehicle.

001-1.12 Foreign Object Debris (FOD) Control. Waste and loose materials, commonly referred to as Foreign Object Debris (FOD), are capable of damaging aircraft and are a safety concern. Contractors and their employees shall not leave or place any FOD on or near active aircraft movement areas. the Contractor shall take all necessary precautions to prevent FOD, including, but not limited to covering dumpsters, securing stored materials, cleaning tires prior to traveling on pavements, and other measures as required by the Owner.

Prior to leaving the work site each night, the Contractor shall perform an inspection of the entire work site and remove any FOD encountered.

001-1.13 Wildlife Management. No wildlife attractants, such as food scraps, grass seeds, or ponded water shall remain on or near the Airport property. the Contractor shall be responsible for maintaining the construction site in the designated work areas to the satisfaction of the Owner.

001-1.14 Radio Control. The Contractor shall have two-way radios or cell phone communication between the construction vehicles. No FAA or other Airport radio frequency may be used for this purpose.

The Contractor shall have on-site at all times at least one (1) two-way aviation handheld radio which shall be monitored by a competent individual at all times. The Aviation handheld radio shall be capable of monitoring and communicating with the Airport's Unicom Frequency of 122.80 Hz.

001-1.15 Record Drawings. The Contractor shall maintain a set of drawings on which all the final "As-Built" conditions are documented. These drawings shall indicate any variations from the design plans. Notations on mechanical and electrical drawings shall include nameplate date for all equipment installed.

The Contractor shall record any unknown active or abandoned underground cables, pipes, or utilities encountered during construction. If active cables are damaged, the as-built must show the location of the repair.

The final "As-Built" Drawings shall be provided to the Owner in both PDF and AutoCAD 2016, or newer, format at the end of the Project.

001-1.16 Overhead and Underground Utilities and Cables. Prior to the commencement of any excavation, the Contractor shall coordinate all work with the following agencies as appropriate:

- a. Dig Safe
- b. City of Auburn, ME
- c. Local Gas Provider
- d. Local Electric Company
- e. Local Cable Company
- f. Local Telephone Company
- g. Auburn Fire Department
- h. Auburn Department of Public Works

The Contractor shall furnish and install all materials necessary to protect existing overhead and underground utilities that are to remain in place and to make any temporary connections necessary to maintain operation of any overhead and underground utilities that are to be relocated until the permanent relocation can be made.

The Contractor shall comply with the current version of Dig Safe Law, Effective date Dec. 17, 1988 or as revised. The Contractor is required to pre-mark the construction site and give notice of planned digging near utility, cable, or gas lines.

The Contractor shall repair, at their own expense, any overhead or underground utilities damaged by their operations.

001-1.17 Notice of Proposed Construction or Alteration – FAA Form 7460-1. Prior to construction, the Contractor shall file FAA Form 7460-1 "Notice of Proposed Construction or Alteration". This form can be filed online at:

<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

No work may commence until authorization is given from the FAA through the 7460 process, unless such work is authorized by the Owner.

001-1.18 Governing Standards. All work shall be done in accordance with the laws, rules, codes, and regulations set forth by local, state, and federal authorities having jurisdiction. All products and materials shall be manufactured, installed, and tested as specified, including, but not limited to the latest accepted edition of the following:

- i. 40 CFR Part 112 Oil Pollution Prevention (SPCC Rule)
- j. National Fire Protection Act (NFPA)
 - i. NFPA 1, Fire Code
 - ii. NFPA 30, Flammable and Combustible Liquids Code
 - iii. NFPA 70, National Electric Code
 - iv. NFPA 407, Standard for Aircraft Fuel Servicing
- k. All work herein shall conform to or exceed the requirements of above referenced codes, rules, and regulations. In the case of a discrepancy between applicable codes, the more conservative shall apply.

Where governing standards listed above reference industry standards, the following standards shall be followed as applicable:

- a. Petroleum Equipment Institute (PEI)
 - i. RP 200, Recommended Practices for Installation of Above Ground Storage Systems
 - ii. RP300, Installation and Testing of Vapor Recovery Systems
 - iii. RP600, Overfill Prevention for ASTs
 - iv. RP1300, Aviation Fueling Systems
- b. American Petroleum Institute (API)
 - i. API Publication 1500, Storage and Handling of Aviation Fuels at Airports
 - ii. API Bulletin 1529, Aviation Fuel Hose
 - iii. API Bulletin 1542, Airport Equipment Marking for Fuel Identification
 - iv. API Standard No. 2000, Venting Atmospheric and Low Pressure Storage Tanks
 - v. Manual of Petroleum Measurement Standards, Chapter 6 – Metering, Section 4.
- c. Underwriters Laboratories, Inc.
 - i. UL 142 Standard for Steel Above Ground Tanks for Flammable and Combustible Liquids

End of Section M-001

Item M-002 General Contract Items

Description

002-1.1 This section of these Specifications is intended to provide adequate information to the Contractor when preparing their proposal. The Contractor shall familiarize themselves with these requirements prior to preparing any cost information for the items listed in the Schedule of Values for the Proposal. These Items are as follows:

1. Permitting and Compliance
2. Mobilization
3. Demolition and Disposal
4. Utility Installation/Relocation
5. Relocate existing 20,000 gallon Tank and Dispensing System (AvGas)
6. Install Self-Serve and Monitoring/Gauging Equipment
7. Electrical
8. Site Work
9. Concrete Work

The work to be accomplished under these specifications includes providing all labor, materials, equipment, consumable items, supervision, administrative tasks, tests, and documentation required to install a complete and fully operational fuel storage and dispensing system as described in these Contract Documents and as shown on the Drawings.

The Contractor shall file plans, obtain permits and licenses, pay fees, and obtain necessary inspections and approvals from authorities having jurisdiction, as required to perform work in accordance with all legal requirements.

All work shall be in accordance with local rules, codes, and regulations set forth by the local, state, and federal authorities having jurisdiction. All products and materials shall be manufactured, installed, and tested as specified, but not limited to the latest edition of the governing standards referenced within the bid documents.

in the case of a discrepancy between any governing documents, the most stringent shall govern.

002-1.2 Permitting & Compliance. The Contractor shall apply for and obtain all permits necessary for the Project or subcontract these services if needed. The Contractor shall attend all public hearings and represent the Airport in the permitting process for each permit required.

The permits necessary for this project may include, but are not limited to:

- Local Fire Department Permit
- State Fire Marshal Permit
- Local Building Inspector Permit
- Electrical Permit

- Fuel Storage Permits
- Other permits as deemed necessary by authorities having jurisdiction.

The Fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, fees, attendance at meetings, and incidental expenses necessary to apply for all permits necessary to complete the Project. Requests for payment may be submitted to cover costs accrued during each thirty-day period.

002-1.3 Mobilization. The Contractor shall perform all work necessary for the movement of personnel, equipment, materials, and supplies to and from the project site as required by the Contract.

Mobilization shall be considered a lump sum fee and shall not exceed ten (10) percent of the overall contract amount.

002-1.4 Demolition and Disposal. The Contractor shall be responsible for the removal and disposal of any existing infrastructure necessary to complete the work. This work shall include the removal of any existing utilities, pavements, and all other work necessary to prepare the site for the construction of the new facility. The existing concrete foundation will remain in place as a second tank will remain in the original location. All waste material shall be removed from the site and the area left in a clean condition equal to, or better than the pre-construction condition. Any equipment or structures not scheduled for demolition that are damaged by the Contractor's operations, shall be repaired or replaced at no additional cost to the Owner.

This item shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, fees, coordination, and incidental expenses necessary to prepare the site for construction. Requests for payment may be submitted to cover costs accrued during each thirty-day period.

002-1.5 Utility Installation/Relocation. The Contractor shall coordinate the work with all utility companies having infrastructure within the site. the Contractor's work to install or relocate any utility shall begin where the utility company's work ends. The Contractor shall schedule and coordinate the work by the utility company and shall be responsible for filing all work requests, making deposits, and other procedural filings throughout the course of the project.

The utility service for the relocated facility shall be tapped from the location shown on the plans. There may be existing underground utilities (Gas, Electrical, Stormwater) in the vicinity of the tank site. The Contractor shall locate the tank pad to avoid these utilities if possible. If an impact to an existing facility is unavoidable, the Contractor shall provide temporary connections while working to relocate the impacted utility.

The Contractor shall furnish all labor, materials, etc. necessary for a complete, approved utility service, installed in accordance with each utility provider's standards.

This item shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, fees, coordination, and incidental expenses necessary to provide new or relocated utilities, meeting the utility provider's standard, installed, inspected, fully functional and ready for operation. Requests for payment may be submitted to cover costs accrued during each thirty-day period.

002-1.6 Relocate Existing, 20,000-gallon Tank and Dispensing System (AvGas). The Contractor shall be responsible for the disassembly, relocation, and installation of the existing tank and dispensing system. See Specification Section M-002 and M-003 for additional information.

Prior to relocating the tank, the Contractor shall provide temporary storage for any fuel remaining in the tank at the time work commences. This temporary storage shall be considered incidental to the tank relocation.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, manufacturing, shipping, delivery, placement and other incidental expenses necessary to complete the relocation of the tank system, system testing, acceptance, and any other work necessary to provide a fully functioning system, ready for operation.

002-1.7 Install Owner Self-Serve and Monitoring/Gauging Equipment The Contractor shall be responsible for the installation of self-serve equipment provided by the Owner. The equipment to be installed is a QT POD M4000 Credit Card Terminal.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, manufacturing, shipping, delivery, placement and other incidental expenses necessary to complete the installation of the tank system, system testing, acceptance, and any other work necessary to provide a fully functioning system, ready for operation.

The Contractor will NOT be responsible for demolition of the existing slab supporting the tank; rather it shall be abandoned in place.

002-1.8 Electrical. The Contractor shall be responsible for the new electrical equipment necessary to complete the facility in accordance with the requirements of Section M-002 and M-003. The location of the new electrical service shall be as shown on the plans.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, and incidental expenses necessary to provide a complete and functioning system, tested, accepted, and ready for service.

002-1.9 Site Work. The Contractor shall be responsible for all work necessary to prepare the site for the installation of the new fuel storage tank(s). Including all areas disturbed as a result of construction, including utility installation, and any other items necessary to complete construction, which are not covered by any other item listed in the schedule of values. Work included in this item includes, but is not limited to, all items necessary to implement the safety measures detailed in the Plans, sediment and erosion control measures, SWPPP and SWPPP Monitoring (if required), excavation, placement of base materials meeting the applicable material requirements, bollards, restoration, topsoil, seeding and any other work necessary to complete construction of the fully operational system. It shall be understood that the Contractor may not receive additional payment for items not listed herein, and that failure of the Contractor to account for any cost associated with the site work required to construct the facility shall not relieve the Contractor from their obligation to provide a complete and functioning fuel system.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, and incidental expenses to perform all site work required to construct a complete and functioning system in accordance with these contract documents.

002-1.10 Concrete Work. The Contractor shall be responsible for the installation of the concrete pad required to install the Tank and appurtenances. Concrete work shall be installed by a qualified and competent contractor experienced in the installation of these types of projects.

Mix design for the Concrete shall be developed using industry standards for the type of construction and climate in which the concrete will be placed, and shall have appropriate

additives, slump, and reinforcing to withstand the design loads for a minimum design life of twenty (20) years.

The fee provided in the schedule of values shall be considered a lump sum, not to exceed fee for all labor, equipment, materials, and incidental expenses to complete all concrete work necessary to provide a functioning system in accordance with these contract documents.

End of Section M-002

Item M-003 Fuel Storage and Dispensing System

003-0.1 This section of these Specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this section as for all other sections.

Attention shall be directed to the section of these Specifications entitled "SUMMARY OF WORK AND SPECIAL WORK REQUIREMENTS."

Description

003-1.1 The work under this section of these Specifications shall consist of disassembly, relocation, and installation of a complete Aviation Gas (AVGAS) tank and dispensing system specifically designed and fabricated for aviation use. The fueling system modifications shall include but not be limited to:

- Relocation of the 20,000 gallon UL-142 storage tank.
- Relocation of existing Off load pumps with filter system (125 GPM).
- Maintain Capability to re-circulate fuel through filter system back into the storage tank.
- Installation of a new self-serve pump dispensing system (20-25 GPM) with filter system.
- Installation of a new electric hose reel.
- Installation of new Aviation fuel dispensing nozzle.
- Installation of new Static ground reel with ground cable.
- Installation of a new fuel management system with digital tank monitoring and gauging.
- Installation, or reinstallation of All piping, fitting and valves.
- Installation, or reinstallation of electrical wire and controls for pump(s)
- Installation of Tank labeling as required.
- Installation of a new emergency shutoff as required.

Work included in this Specifications section, which may not be included in the prepackaged system that is to be performed by the Contractor, includes but is not limited to:

- Installation of the fueling system on a prepared concrete pad
- Connection of the fueling system for power and control and all other work as required to provide a fuel storage and dispensing system to the satisfaction of the Owner, complete, tested, accepted, and ready for service.
- Installation of owner-provided equipment (QT Petroleum On Demand, LLC Model M4000).
- Installation of the fuel management and Point of Sale systems shall be connected via communication cable, or via WIFI connection to the associated tank monitoring and sales system software systems.
- Installation of the Emergency fuel shut off
- Signage

The Contractor shall be responsible for the system and shall insure that it meets or exceeds the governing standards cited below, as well as Federal, State, and Local codes. The Contractor shall furnish a manufacturer's certification that the fueling system and all components contained within meets and/or exceeds the cited standards, as well as Federal, State, and Local codes requirements. This requirement is excepted for Owner-supplied equipment. The Contractor shall also furnish any Federal, State and Local permits required for the project.

Governing Standards

003-2.1 Equipment and installation necessary to accomplish the work specified herein shall be consistent with the latest editions (unless noted otherwise) of applicable Federal, State, and Local codes, rules, and regulations regarding fuel storage, transfer, and dispensing systems, including but not limited to the following:

- a. 40 CFR Part 112 Oil Pollution Prevention (SPCC rule).
- b. National Fire Protection Association (NFPA).
 - 1. NFPA 30, Flammable and Combustible Liquids Code.
 - 2. NFPA 70, National Electric Code (NEC).
 - 3. NFPA 407, Standard for Aircraft Fuel Servicing.
- c. All work specified herein shall conform to or exceed the requirements of the above-referenced codes, rules, and regulations; provided that whenever the provisions of said publications are in conflict with the requirements specified herein, the more stringent requirement shall apply.

003-2.2 Where governing standards listed above reference industry standards, the following standards shall be followed as applicable:

- a. Petroleum Equipment Installation Institute (PEI).
 - 1. Publication RP 200 (Recommended Practices for Installation of Aboveground Storage Systems for Motor Vehicle Fueling).
 - 2. Publication RP 1300 (Aviation Fueling Systems).
 - 3. Publication RP 800 (Installation of Bulk Storage Tanks), if applicable.
- b. American Petroleum Institute (API).
 - 1. API Publication 1500, Storage and Handling of Aviation Fuels at Airports.
 - 2. API Bulletin 1529, Aviation Fueling Hose.
 - 3. API Bulletin 1542, Airport Equipment Marking for Fuel Identification.
 - 4. API Standard No. 2000, Venting Atmospheric and Low-Pressure Storage Tanks.
 - 5. Manual of Petroleum Measurement Standards Chapter
 - 6. 6 – Metering, Section 4 – Metering Systems for Aviation
 - 7. Fueling Systems.
- c. Underwriters Laboratories, Inc. (UL).
 - 1. UL-142 Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids.

Fuel Dispensing System Requirements

003-3.1 General. Provide relocated storage Tank as listed above for a complete system capable of functioning as originally installed, addition of self-serve equipment as described above, tested, accepted, and ready for operation as described herein. Performance requirements are as follows:

- a. The system shall have maintain the functionality of all existing systems, and have the added capabilities meeting the following minimum requirements:
 1. Purchase and Dispense fuel from the storage tank via secondary pump and filter system into aircraft (over-wing) at a nominal flow rate of 20-25 GPM.
- b. As per National Fire Protection Association (NFPA) 407, piping valves and fittings shall be of metal suitable for aviation fuel service and designed for the working pressure and mechanically and thermally produced structural stresses to which they could be subjected and shall comply with ANSI B31.3. Cast-iron, copper, copper alloy, and galvanized steel piping, valves, and fittings shall not be permitted. Fuel control/operating valves shall be ¼ turn butterfly style rated at 250 psi valve bodies and lugs shall be constructed of ductile iron with stainless steel stems (ASTM A-582, Type 416), copper bushings, and Viton seals.
- c. All piping pre- and post-filtration or product piping shall be stainless steel.
- d. System and components must meet standards as required by major aviation fuel suppliers for the storage and dispensing of Aviation Fuel.

003-3.2 Tank System. The tank system shall be disassembled, relocated, and reinstalled as shown on the plans. The Contractor shall confirm the tank system and all associated equipment are re-assembled per the manufacturer's recommended practices. The system shall be leak tested prior to commissioning to ensure that all connections, pipes, valves, and other equipment have been installed in accordance with the applicable requirements. The installation of Owner Supplied self-serve equipment shall be part of the Contractor's work. The Contractor shall install the Owner's equipment per the applicable regulations, and shall confirm it's functionality, obtain all inspections, approvals, and certificates prior to the system entering service.

Piping, valves, dispensing equipment, hoses, filter monitor, air eliminator, connections, outlets, fittings, and other components shall be designed to meet the functional requirements described herein and working pressure requirements of the system.

Electrical: All electrical equipment, wiring, and grounding shall be of a type specified by, and installed in accordance with NFPA 70. All fuel system control boxes, wiring components, motors, starters, and electrical equipment located in the hazardous area shall be of explosion proof design.

003-3.3 Dispensing Equipment. The existing dispensing equipment will be installed by the Contractor once moved to the proposed location. A secondary pump shall be installed to provide self-serve capabilities using owner provided Point of Sales (POS) equipment (QT POD), while also maintaining the ability to dispense fuel to the Airport's refueler trucks. Below is a summary the existing system, and the desired modifications.

- a. The existing fuel pump and dispensing equipment being reinstalled shall be done so according to the applicable codes.
- b. A new secondary pump shall be installed for the self-serve functionality. The secondary pump shall be compatible with the tank system and must be capable of dispensing fuel at a rate of 20-25 GPM.

- c. One (1) inch diameter by 75-feet long API 1529 Aircraft fuel hoses and compatible nozzles shall be provided to allow self-serve dispensing at a rate of 20-25 GPM.
- d. An electric rewind fueling hose reel assembly. Hose reel and motor assembly shall be stainless steel. Motor shall be a minimum 1/3 HP, 115 volt and rated for hazardous areas as required. Motor speed shall be adjustable to control hose rewind speed.
- e. The unit shall be designed with emergency fuel shutoff system(s) designed and installed in conformity with NFPA 407. An emergency shut out valve must have a thermally actuated device to automatically close in case of a fire.
- f. The Dispensing System shall have all components needed to operate in conjunction with the credit card reader system provided by the Owner and shall be installed per the manufacturer's requirements.

003-3.4 Signage for Fuel Dispensing System. The Contractor shall provide and install signage in the aircraft dispensing area. The signs shall be of the dimensions and with the text as shown on the Plans. Signs shall be Aluminum, Type A, retro-reflective, in conformance with the MEDOT Standard Specification for Road and Bridge Construction. Signs shall be .080" thick and shall have reflective sheeting in compliance with AASHTO-M268.

Signs shall have a white background with red letters. Minimum letter size shall be two (2) inches. Sign dimensions shown on the Plans are approximate. Shop Drawings shall be submitted for review and approval on all signs. Locations for signs shall be determined during design and approved by the Owner and the Auburn Fire Department and/or State Fire Marshall. All fasteners to attach signs shall be stainless steel.

The following signs shall be required in the fuel dispensing area:

- a. Two (2) No Smoking Signs
- b. An emergency instruction sign to be installed in the vicinity of the emergency fuel shut-off switch
- c. A warning sign regarding fueling.

Exact wording for signs shall be approved by the Owner.

003-3.5 Fuel Management Card Reader System.

- a. A 24-hour self-service, card activated system to control fuel dispensing from the AVGAS fuel tank system shall be provided by the owner, and installed by the Contractor. The system shall be a turnkey installation and include the installation of all programming, startup, and commissioning as required, to provide a complete and working system. The system shall include training for Airport personnel of the operations of the system and shall include the review of all optional programming and report generations. Defaults shall be set at the preferences of the Airport. The preferred method for communication shall be **TBD**.
- b. A minimum of one available input for status that can be field connected to the new Emergency Shut Off contactor.

003-3.8 Static Ground Reel. A static ground reel shall be provided with 75' of grounding cable. The cable shall be stainless steel. The reel shall utilize a non-sparking ratchet assembly for rewind. The static reel shall have a guide arm and a declutching arbor for reverse rewinding. The reel shall be a spring-type rewind system. The ground wire shall be supplied with a 100-amp alligator clamp.

003-3.9 Electrical. All electrical equipment, wiring, and grounding shall be of a type specified by, and installed in accordance with NFPA 70. All fuel system control boxes, wiring components, motors, starters, and electrical equipment located in the hazardous area shall be of explosion proof design.

003-3.11 Certification. The Contractor shall submit Certifications of Compliance on all components of the fuel dispensing system including, but not limited to: piping, fittings, alarms, fuel management terminal, pump, fuel dispenser, hose reel, hose, ground reel, tank monitoring system, filters, vents, emergency shutoffs, mechanical gauge, and anti-siphon system, decals and signage. The submittal shall certify that the components were assembled to all applicable standards, requirements, and codes including, but not limited to: Underwriters Laboratories, Inc., the National Fire Protection Association, and the American Petroleum Institute.

003-3.12 State Fire Marshal Permit. If required, The Contractor shall be required to draft and submit for a modification to the Maine State Fire Marshals Permit and present this permit to the Owner prior to the start of construction.

INSTALLATION

003-4.1 Qualifications of Contractor and Personnel.

- a. Installation of equipment shall be performed only by personnel who have a minimum of two (2) years experience installing the type of equipment specified and who are fully familiar with applicable NFPA and NEC requirements as they pertain to Aviation Fueling Systems.
- b. The Contractor shall have not less than two (2) years of experience in the installation of Aviation Fuel Storage and Dispensing Systems.
- c. The Contractor shall be a Contractor licensed with the State of Maine, if applicable.

003-4.2 General. The Contractor shall furnish, install and connect all specified equipment, equipment accessories, and ancillary components necessary to ensure a complete and operable fuel dispensing system ready for use in accordance with all applicable Federal, State, and Local codes, and manufacturer requirements, as specified herein and shown on the Contract Documents to the satisfaction of the Engineer and local authority.

The tank shall be anchored to the tank pad to be able to withstand winds of 125 mph when empty with no movement.

003-4.3 Electrical. All electrical connections shall be made to the electrical subpanel as specified in Specifications section M-003. All wiring shall be underground and placed in conduit. Wire and cable shall be rated for wet, direct-burial. The number, size of cables, size of conduit, and circuit breaker size shall be determined by the Contractor and shall meet the manufactures, NEC, NFPA 70 and local requirements. Class 1, division 1, Group CD sealed fittings shall be provided in all classified locations. Conduit sweeps and conduit placed above grade shall be RGS. The Contractor shall be responsible for all Local permits and inspections.

003-4.6 Meter Calibration. The Contractor shall be responsible to arrange and pay for the initial meter calibration to meet the Maine Department of Agriculture, Markets & Food Division of Weights and Measures Standards for the equipment installed, including certification that equipment is compliant to applicable standards.

END OF ITEM M-003

Item M-004 Installation of Airport Electrical Equipment for Fuel System

General

004-0.1 Contract Documents. This section of these Specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this section as for all other sections.

Attention shall be directed to Section M-001 of these Specifications entitled "Summary of Work and Special Work Requirements."

Description

004-1.1 This item shall consist of the relocation and/or removal of existing electrical service and poles, installation of a new electrical service and making all connections to power for the new fuel system and other equipment. The item includes but is not limited to: Installation of exterior electrical subpanel, emergency shut-off contactor and activation button, area flood lights, installation of light to identify the emergency shut off, installation of the tank leakage and data system, wiring, and conduits. The electrical subpanel shall be fed from a new service coordinated through the local utility provider and approved by all authorities having jurisdiction.

Equipment and Materials

004-2.1 General.

All electrical equipment, whether referenced by other specification sections, or provided for herein, shall be of a type and size which meet all applicable federal, state, and local codes governing the work. Manufacturer's Certifications of compliance shall be provided with all electrical equipment.

004-2.2 Furnishing a Complete and Functional System. This Specification is intended to describe the work to be performed, but may not specifically cover all the details of the work, equipment, accessories, and materials. It is, however, intended to cover the materials, equipment, apparatus, and erection of a complete electrical system, inspected, tested, accepted, and ready for operation, whether specifically mentioned or not.

004-2.3 Other Electrical Equipment. All other regularly used commercial items of electrical equipment not covered by these specifications shall conform to the applicable rulings and standards of the Institute of Electrical and Electronic Engineers or the National Electrical Manufacturers Association. When specified, test reports from a testing laboratory indicating that the equipment meets the Specifications shall be supplied. In all cases, equipment shall be new and a first-grade product. Where applicable, equipment and materials shall be UL listed for the intended use. This equipment shall be supplied in the quantities required for the specific project and shall incorporate the electrical and mechanical characteristics specified in the proposal and Plans.

004-2.4 Wire. For ratings up to 600 volts, in conduit or raceways, thermoplastic wire conforming to Fed. Spec. J-C-30, Types THWN/THHN-2 or XHHW-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown on the Plans or Specifications or as determined by the manufacturer of the component. In the event of conflicts in type, size, and number of conductors, the most stringent shall apply.

The wires shall be of the type, size, number of conductors, and voltage shown on the Plans or as determined by the equipment manufacturer. Conductors shall be uncoated copper, Class B, stranded per ASTM B-8. The insulation shall meet, or exceed, the requirements of ICEA S-68-516, NEMA WC-8 and UL standards 44 and 854. Wire shall have 90 degree C continuous rating wet or dry, have low moisture absorption, and be resistant to weather, most oils, acids and alkalis.

004-2.5 Circuit Breakers and Distribution Panels. Circuit breakers shall be compatible with, and UL listed for use with, the new distribution service panel and for the existing building distribution panelboard. Breakers shall have an interrupting rating not less than 22,000 amperes RMS symmetrical at 240V AC. Circuit breakers shall be thermal magnetic type, trip free with indicating handle. Circuit breakers shall be provided with the number of poles and ampacities dictated by the final design.

Provide a typewritten tabulation indicating fixture outlets, devices, machines, or apparatus served by each breaker and their location.

Panelboards provided under this contract shall be a product of Square D, Siemens, Cutler Hammer, or approved equal.

New panels shall be as required to support the system and shall be determined by the designer. Exterior enclosures for panels shall be NEMA 3R with shunt tripped main breaker.

004-2.6 Grounding. All power feeder and branch circuits shall contain a code sized ground conductor, in accordance with the 2017 National Electrical Code, Table 250-122 or equivalent Maine Electric Code.

Supplemental ground grid at new fuel system shall be specifically designed for the application and shall provide the required protection as deemed necessary by the applicable codes.

004-2.7 Conduits and Ducts. Conduit and duct for placement underground shall be as specified in Section L-110 of these Specifications and shall be UL listed for the proposed application. All bends and conduit sections within eight (8) feet of daylight shall be rigid galvanized steel (RGS) and shall be UL listed for the proposed application. All trenching, excavation and backfill associated with conduit and duct installation shall be considered incidental to the item that requires installation of the conduit or duct.

004-2.8 Disconnects. All required power feeds shall have an electric disconnect in locations as required by the installation. The disconnect shall be an enclosure rated for use in the operational environment in which they will be installed.

004-2.9 Power Connection to the Fuel System. All cables and wiring from the panel to the new fuel dispensing system shall be provided as required by the manufacturer of the system, and as required by the NEC, State and Local requirements. In areas of conflict, the more stringent shall apply. All conductors and wires shall be installed in conduit, minimum diameter two (2) inches. All work shall be per NEC, State and Local requirements. All conduit wiring, seals, connections and other work shall be explosion proof as required.

004-2.12 Handholes. Handholes for electric power and for instrumentation/data/communications wiring shall be provided, as required.

004-2.17 Emergency Shutoff Contactor Emergency shut off contacts shall be Allen Brady Bulletin 500, NEMA 4X SS enclosure, 4 pole with auxiliary contact or approved equal. Amp rating shall be 20 Amperes.

004-2.18 Emergency Shutoff Push Button. The emergency shut off pushbutton shall be ALLEN BRADY 800-T, NEMA 4X SS weatherproof, mushroom head with momentary contacts or approved equal.

004-2.19 Key Operated Reset. A key operated reset shall be provided to restrict the reactivation of the fuel system in the event the emergency shut off is activated. The key switch shall use momentary contacts, Normally Open (N.O.), closed when the key activated, and spring to open. Switch shall be mounted on the manufacturer's NEMA 4X SS enclosure.

004-2.20 Certifications. The Contractor shall submit Certification of Compliance all equipment installed, including: electrical service breaker, distribution subpanel, grounding system; circuit breakers, enclosures, disconnects, wire, conduits, light fixtures, contacts, emergency shut off button, key reset switch and enclosure, emergency shut off contactor and enclosure, and other components as requested by the Engineer.

004-2.21 Electrical Permit. The Contractor shall obtain a permit for the installation of electrical equipment from the City of Auburn Electrical Inspector as well as all other required electrical permits (fire department, etc.) prior to the start of work. The Plans and Specifications for the proposed work shall be reviewed with the inspector and other agencies issuing permits, and any conflicts between the project Plans and Specifications and the permitting agency requirements shall be brought to the attention of the Engineer prior to the start of the installation. The cost of any permits and related inspections shall be considered incidental to the installation to the electrical service.

END OF ITEM M-004

E-mail

Number of pages
including cover sheet: **3**

To: **All Bidders**

Fax Number:

From: **Jonathan Labonte
Auburn Lewiston Airport**

Job Number: **777130**

Date: **August 3, 2023**

Message:

Attached is Addendum No.1 to the Contract Documents for:

RELOCATE FUEL TANK AND INSTALL SELF-SERVICE EQUIPEMNT

BID NUMBER: LA 2024-001

**AUBURN-LEWISTON AIRPORT
AUBURN, MAINE**

Per the Contract Documents, all bidders shall acknowledge receipt of this addendum by including Addendum No. 1 in the space provided on Page P-1 of the Proposal Documents.

ADDENDUM NO. 1

RELOCATE FUEL TANK AND INSTALL SELF-SERVICE EQUIPMENT

BID NUMBER: LA 2024-001

**AUBURN LEWISTON AIRPORT
AUBURN, MAINE**

The attention of all bidders submitting proposals for the above project is called to the following changes to the Contract Documents. The items set forth herein, whether of clarification, omission, addition, or substitution are to be included in and shall form a part of the proposal submitted.

Bidders shall acknowledge receipt of the Addendum by writing the words, “**Addendum No. 1**” and inserting a date of **August 3, 2023** on the lines provided for such on Page B-1 of the Bid Form.

SPECIFICATIONS – INVITATION TO BID:

Addendum Item No. 1.1

REVISE, in the Invitation to Bid, Page IB-1, the paragraph that reads:

“A Pre-Bid conference will be held at the Airport on August 14, 2023 at 10:00 AM at which time prospective bidders will have the opportunity to view and inspect the project site.”

TO READ:

“A mandatory Pre-Bid conference will be held at the Airport on August 14, 2023 at 10:00 AM at which time prospective bidders will have the opportunity to view and inspect the project site.”

Addendum Item No. 1.2

REVISE, in the Invitation to Bid, Page IB-1, the paragraph that reads:

“The Owner is seeking contracting firms to complete the proposed project no later than October 31, 2023.”

TO READ:

“The Owner is seeking contracting firms to complete the proposed project no later than December 31, 2023.”

SPECIFICATIONS – INFORMATION FOR BIDDERS:

Addendum Item No. 1.3

INSERT, in the Information for Bidders, Page I-3, the following item:

“13. Contract Times

The new self-service fueling system must be installed and in fully operational condition within ten (10) calendar days of the tank being taken offline.”

SPECIFICATIONS – CONTRACT DOCUMENTS:

Addendum Item No. 1.4

REVISE, in the Notice to Proceed, on Page C-13, the paragraph that reads:

“...and you are to complete all design and construction by June 30, 2020.”

TO READ:

“...and you are to complete all design and construction by December 31, 2023.”

SPECIFICATIONS – TECHNICAL SPECIFICATIONS:

Addendum Item No. 1.5

INSERT, under item 001-1.5, on Page M-001-2, the following item:

“**e.** To minimize disruption to the Airport’s ability to provide AvGas fueling services, once the existing fuel tank has been taken offline, the new self-service fueling system must be installed and fully operational within ten (10) calendar days. This includes but is not limited to all installation, piping, electrical, communications, testing, troubleshooting, and inspection work.”

END OF ADDENDUM NO. 1



Auburn Lewiston Municipal Airport

80 Airport Drive, Auburn, ME 04210
(207) 786 0631 FAX: (207)782 3024
www.flytomaine.com

REQUEST FOR QUALIFICATIONS/EXPERIENCE STATEMENTS

AIRPORT ENGINEERING SERVICES

The Auburn Lewiston Municipal Airport (Airport) is seeking to retain the services of a consultant, experienced in the practice of airport engineering services in the State of Maine, as a multi-year Airport Consultant.

The Airport must receive qualification and experience statements no later than **September 1st, 2023**, to be eligible for consideration. Statements shall be emailed, with subject line of "Request for Qualifications for Engineering Services at Auburn Lewiston Municipal Airport." E-mail submittals must be addressed to manager@flytomaine.com,

- Submittals delivered after the deadline will not be considered.
- All questions shall be directed in writing and must be received by **August 18, 2023**.
- All questions will be answered by **August 25, 2023** and posted on the Airport's website at www.flytomaine.com . It will be the proposer's responsibility to check the referenced website for any new amendments.

I. GENERAL INFORMATION

The Airport is seeking the services of an Airport Engineering consultant. Interested firms should respond to this request on or before the time due for submission.

Following the receipt of the qualification and experience statement, a review committee shall evaluate the statements and select a firm or, at the discretion of the review committee, select a short list of firms to interview. Emphasis in selecting a consulting firm shall be placed on the firm's qualifications and experience in projects similar to those which the Airport anticipates undertaking.

In order to be considered responsive, a statement shall be emailed to manager@flytomaine.com no later than **September 1, 2023**. Statements must be limited to 30 pages, including references and resumes of key personnel. Cover letter and table of contents are not included in the 30-page limit. The Subject Line of the email shall read: "Request for Qualifications for Engineering Services at the Auburn Lewiston Municipal Airport."

The Airport reserves the right to accept or reject any or all Qualification Statements received as a result of this request, or to cancel in part or in its entirety this Request for Qualification, if it is in the best interest of the Airport to do so.

Selection Schedule:

- Post RFQ.....August 11, 2023
- Question to RFQ DueAugust 18, 2023
- Question AnsweredAugust 25, 2023
- Proposals DueSeptember 1, 2023
- Contract Awarded.....October 11, 2023

II. GUIDELINES FOR PROSPECTIVE CONSULTANTS

Prospective consultants must meet the following standards as they relate to this request:

- A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- B. Have the necessary experience, organization, technical and professional qualification, skills and facilities;
- C. Be able to comply with the proposed or required time of completion or performance schedule;
- D. Have a demonstrated satisfactory record of performance.

III. STATEMENT PREPARATION

In order to facilitate evaluation of the qualifications and experience statement, interested consultants are instructed to follow the outline below. Statements that do not follow the outline or do not contain the required information may be considered as unresponsive proposals. In rating the proposals, the Town will weigh each section according to the percentages listed.

- A. **Experience:** Provide a list of previous and current contracts, if any, awarded by a municipality and/or government agency within the past 5 years which are considered similar in scope of services discussed herein; information shall include contract duration with dates, services performed, and contracting agency name, physical and email address, and telephone number for verification purposes. (30%)
- B. **Ability to Perform:** Demonstrate an understanding and familiarity with projects of the type outlined herein or similar contracts developed by listing all previous airport programs of comparable type, which they have prepared or supervised within the last five (5) years. (20%)
- C. **Key Staff Members:** Identify the staff client manager and key project managers that will be assigned to work with the Airport; one-page resumes shall be included for each of the key individuals. (15%)
- D. **Local Knowledge:** Demonstrate familiarity with the Auburn Lewiston Municipal Airport and its aviation support systems. (15%)
- E. **Company Background Material:** Pertinent information concerning the background, experience, and reputation of the firm. (10%)
- F. **References:** Submit along with the above information three (3) work related job references. (10%)

IV. FUTURE AIRPORT PROJECTS

Site work for Hangar Development
Hangar Building
Airfield Pavement Maintenance - Crack Seal
Preliminary Design & Permit SRE Building
Airfield Pavement Maintenance- Pavement Markings
SRE Building - Final Design & Construct

V. CONTRACT AWARD

Any contract entered into by the Airport shall be in response to the proposal and subsequent discussions. The award shall be based on the criteria described herein, to include an update to the Airport's DBE Plan.

VI. INDEMNIFICATION AND INSURANCE

The successful Consultant selected shall agree to indemnify and hold the Airport harmless from claims, demands, suits, causes of action and judgments arising from the Consultants performance, including claims of professional malpractice or negligence.

The above referenced indemnity shall be in addition to and as a complement to the required contract provisions for federally funded contracts contained in the most recent version of the State of Maine Department of Transportation's Airport Consultant General Conditions and the most recent version of the related Supplement to these Consultant General Conditions. The Airport Consultant General Conditions may be found at <http://www.maine.gov/mdot/cpo/airport/>.

VII. CERTIFIED DBE

MaineDOT Certified Disadvantaged Business Enterprise **(DBE) consultants are encouraged to apply as the prime consultant for this work.** It is important that DBE Firms take advantage of this RFQ to at least gain entry to the MaineDOT Prequalification List for transportation project related services. Non-DBE Firms shall ensure that DBE's have the maximum opportunity to participate in the performance of any project contract in accordance with MaineDOT current requirements for DBE utilization. Firms certified by another state's transportation agency must be certified by MaineDOT.

Current requirements may be found at the MaineDOT website, "Certified Disadvantaged and Women Business Enterprise" directory available at:

<https://www.maine.gov/mdot/civilrights/docs/dbe/2022/WeeklyDBEVendorList.pdf>



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: August 16, 2023

Author: Jonathan P. LaBonte, Board Chair

Subject: The Cheesy Skillet Lease Amendment

Information: The Cheesy Skillet signed a lease agreement in the spring of 2022. A number of elements of the lease agreement, given the nature of the airport operations and traffic levels, were both cumbersome and a challenge for a start-up restaurant. Those included airport review of menus and pricing, requiring hours of operation to mirror airport hours of peak operation (including mornings), and an administrative calculation of 2% of gross revenues or a Minimum Annual Guarantee as part of monthly invoicing. The previous airport manager, without board authorization, also shifted all utility costs during winter months to the airport, forcing the airport to subsidize operations.

The amendment sets a flat monthly rate for predicatably, sets a minimum number of hours, removes the requirement to submit menus and pricing to the airport, and makes the initial term of the lease the only term, providing flexibility for both The Cheesy Skillet and the Airport over the next 18 months.

Airport Financial Impacts: No net loss to airport

Recommended Action: Authorization to execute amendment

Previous Meetings and History: N/A

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE (this “**Amendment**”) is entered into as of the ____ day of _____, 2023 (the “**Effective Date**”), by and between **AUBURN-LEWISTON MUNICIPAL AIRPORT**, a body politic and corporate existing under the laws of the State of Maine (“**Sponsor**”), and **THE CHEESY SKILLET, LLC**, a Maine corporation (“**Concessionaire**”).

WITNESSETH:

WHEREAS, Sponsor and Concessionaire are parties to that certain Lease and Concession Agreement dated as of April 9, 2022 (the “**Existing Lease**”), relating to certain premises (the “**Leased Premises**”) in the Lewiston-Auburn Municipal Airport located in Auburn, Maine (the “**Airport**”), as more particularly described therein. The Existing Lease, as amended by this Amendment, shall be referred to herein as the “**Lease**”;

WHEREAS, the Leased Premises consist of (i) approximately 1,200 rentable square feet of floor area in the main terminal of the Airport (the “**Restaurant Premises**”), as originally depicted on Exhibit A-1 to the Existing Lease, plus (ii) approximately 25 rentable square feet of dry storage space within the baggage area (the “**Storage Premises**”), as originally depicted on Exhibit A-2 to the Existing Lease, together with certain areas and facilities appurtenant thereto, all as more particularly described in the Existing Lease; and

WHEREAS, the parties hereto desire to amend and modify the Existing Lease as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and Concessionaire hereby agree as follows:

1. **Storage Premises.** Notwithstanding anything to the contrary set forth in the Existing Lease, the Storage Premises are hereby deemed to contain approximately 50 rentable square feet of floor area, the approximate boundaries of which are identified on Exhibit A-2 – First Amendment annexed hereto and made a part hereof.

2. **Event Space.**

Subject to Concessionaire’s receipt, at its sole cost and expense, of all required permits, licenses and approvals, Concessionaire shall be permitted to use, from time to time, with the prior approval of Sponsor, certain portions of the Airport terminal (the location of which shall be designated by Sponsor in its sole discretion) for special events, as may be set forth in and governed by a separate agreement between Sponsor and Concessionaire. Concessionaire shall have no right to use or occupy such areas (except where provision is made in the Lease for use of the common areas of the Airport by Concessionaire, in common with others) prior to the mutual execution and delivery of such separate agreement. All requests by Concessionaire to use such

event space shall delivered to Sponsor at least fourteen (14) days prior to the anticipated event date.

3. **Hours of Operation.**

Section 4.5 of the Existing Lease is hereby deleted in its entirety and replaced with the following:

“Concessionaire shall keep the Leased Premises open for business at least twenty (20) hours per week, unless otherwise approved by Sponsor.”

4. **Term.**

- (a) Section 6.1 of the Existing Lease and all references in the Existing Lease to the “Initial Term” are hereby amended by deleting therefrom the word “Initial”. Section 6.2 of the Lease and all references in the Lease to a “Renewal Term” are hereby deleted and are of no further force or effect, it being the intention of the parties hereto that Concessionaire shall have no right to extend the Term of the Lease beyond April 14, 2025. From and after the Effective Date, Section 6.2 of the Lease shall be entitled “Intentionally Omitted” for section numbering purposes.

5. **Concession Fee.**

Article 7 of the Existing Lease (Concession Fee) is hereby deleted in its entirety and replaced with the following:

“As consideration for Concessionaire’s use of the Leased Premises and the privilege of doing business at the Airport, Concessionaire shall pay to Sponsor a Concession Fee in the amount of \$300.00 for each month of the Term, which Concession Fee shall be payable, in arrears, on or before the 20th day of each month with respect to the preceding month (e.g., the Concession Fee for the period April 15th through May 14th shall be due and payable no later than May 20th).

7.1 Service Charge on Worthless Checks

In the event Concessionaire delivers a worthless check or draft to Sponsor in payment of any obligation arising under this Agreement, Concessionaire shall incur a service charge of Thirty and 00/100 Dollars (\$30.00) or five percent (5%) of the face amount of such check, whichever is greater; or, if Maine Statute Title 14, §6071 is amended, such other fee as shall be set by said statute.

7.2 Submittal of Payments

Concessionaire shall forward all payments required under this Agreement to the following address:

Auburn-Lewiston Municipal Airport
80 Airport Drive
Auburn, Maine 04210

All other reports and communications delivered to Sponsor hereunder shall be addressed as indicated in Article 47 of this Agreement entitled "Notices and Communications".

6. **Inapplicable and Deleted Lease Provisions.**

Notwithstanding the other provisions of this Amendment, Section 4.3 (Approval of Merchandise, Menu and Prices), Section 4.7 (Right of First Refusal), Article 9 (Accounting Records and Audits), paragraph K of Section 11.1 (Mid-term Refurbishment), and Section 11.2 (Quality Assurance Audits) of the Existing Lease are hereby deleted and are of no further force or effect. (For the avoidance of doubt, paragraphs A through J and paragraph L of Section 11.1 shall remain unchanged.)

7. **Exhibits.**

Exhibit A-1 to the Existing Lease is hereby deleted and replaced with Exhibit A-1 – First Amendment attached hereto. Exhibit A-2 to the Existing Lease is hereby deleted and replaced with Exhibit A-2 – First Amendment attached hereto.

8. **Miscellaneous.**

- (a) The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Amendment.
- (b) Except as herein modified or amended, the provisions, conditions and terms of the Existing Lease shall remain unchanged and in full force and effect.
- (c) In the case of any inconsistency between the provisions of the Existing Lease and this Amendment, the provisions of this Amendment shall govern and control.
- (d) Submission of this Amendment by Sponsor is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Concessionaire. This Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto. All of the covenants contained in this Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, and permitted successors and assigns.
- (e) The capitalized terms used in this Amendment shall have the same definitions as set forth in the Existing Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

- (f) Concessionaire acknowledges that Sponsor is not in default under the Lease as of the date hereof, and that it is unaware of any condition or circumstance which, but for the passage of time or delivery of notice, or both, would constitute an event of default by Sponsor under the Lease. Concessionaire has no claims, defenses or set-offs of any kind to the payment or performance of Concessionaire's obligations under the Lease. Nothing contained herein shall be deemed to waive any sums due from Concessionaire to Sponsor, or any default or event which, which the passage of time or delivery of notice, or both, would constitute an event of default by Concessionaire under the Lease as of the date hereof.
- (g) Sponsor and Concessionaire each represents and warrants to the other that it has not employed or dealt with any broker, agent or finder in carrying on the negotiations relating to this Amendment. Sponsor and Concessionaire shall indemnify and hold the other harmless from and against any claim or claims for brokerage or other commissions asserted by any broker, agency or finder engaged by Sponsor or Concessionaire or with whom Sponsor or Concessionaire has dealt in connection with this Amendment.
- (h) This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument. The parties hereby acknowledge and agree that electronic signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. Sponsor and Concessionaire (i) intend to be bound by the signatures (whether original or electronic) on any document sent by electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.
- (i) Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

[This page ends here. Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

SPONSOR:

**AUBURN-LEWISTON MUNICIPAL
AIRPORT**

By: _____

Name:

Its:

Hereunto duly Authorized

CONCESSIONAIRE:

THE CHEESY SKILLET, LLC

By: _____

Name:

Its:

Hereunto duly authorized

Exhibit A-1 – First Amendment

[Plan showing the Restaurant Premises]

Exhibit A-2 – First Amendment

[Plan showing the Storage Premises]