



Auburn Lewiston Municipal Airport - Board of Directors - Meeting Agenda
March 13, 2024 5:30 P.M.
Administrative Conference Room 80 Airport Drive, Auburn, Maine

Call to Order

- I. Consent Items – All items with an asterisk (*) are considered routine and will be enacted by one motion.**
- II. Minutes**
 1. January 10, 2023 Meeting
- III. Financial Report – Treasurer**
 1. FY 2024 thru February (Revenue and Expense, Balance Sheet)
 2. FBO Fuel Sales Year to Date Comparisons (FY23 vs FY24)
- IV. Communications –**
 1. Draft DBE Plan Posted for Public Comment
- 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. Order authorizing the Board Chair to execute documents necessary to amend the MOU with FAA to remove the LOM and pursue its release from aeronautical use for potential sale
 2. Order authorizing the Board Chair to execute a short-term interim non-aeronautical lease of Airport property to Gendron & Gendron for construction laydown along Hotel Road
 3. Order authorizing the Board Chair to execute a contract for services with Simard and Sons for the construction of the 100LL Self Serve project
- VIII. Reports**
 1. Board Chair Report
 - a. FY 25 Budget Update
 - b. Land Use Inspection Update
 - c. Airport Fees Update
 - d. Airport Accounts Receivable
 - e. T-Hangar/Congressionally Directed Spending Project Update
 2. Board of Directors Reports
- IX. Executive Sessions (N/A)**
- X. Adjournment (Next Board Meeting, April 10, 2024)**



**Auburn Lewiston Municipal Airport
Board of Directors - Meeting MINUTES**

January 10, 2024 5:30 P.M.

Administrative Conference Room 80 Airport Drive, Auburn, Maine

Attending: D Chittim, B Weisner, M Blais, T Roy, J LaBonte, L Allen, M Garside Absent: P Crowell

Call to Order and Introductions of New Board Members 5:31 pm

- I. Consent Items – All items with an asterisk (*) are considered routine and will be enacted by one motion. NONE**

- II. Minutes**
 1. December 13, 2023 Meeting
Motion to accept the December 13, 2023 meeting minutes by B Weisner, 2nd by D Chittim, **Vote** 5-0-2 Abstaining T Roy, M Garside, motion carried.

- III. Financial Report – Treasurer**
 1. FY 2024 thru December (Revenue and Expense, Balance Sheet)
Motion to accept and place on file the Treasurers report FY24 through December 2023 by M Blais, 2nd by M Garside, **Vote** 7-0, motion carried.

 2. FBO Fuel Sales Year to Date Comparisons (FY23 vs FY24)

- IV. Communications –**
 1. FAA Corrective Action Plan Quarterly Update Memo
 2. Terminal Restaurant Space RFP
Some members mentioned that they would advocate within their municipalities economic development sectors to be sure they were promoting the RFP.

- V. Public Comment – Members of the public are invited to speak to the Board of Directors about any issue directly related to airport business. NONE**

- VI. Old Business – Update on Self-Serve Fuel**, we are waiting on an updated proposal from Simard & Sons now that a permit has been issued.

- VII. New Business NONE**

- VIII. Reports**
 1. Board Chair Report
 - a. Budget Drivers Discussion – Reminder about 1/31/24 Budget Workshop
 2. Board of Directors Reports

There have been lobbying efforts to do away with the aircraft excise tax and testimony was received last week in Augusta. No update as to whether or not the law will be changed to removed the excise tax collection requirement.

IX. Executive Sessions

Motion to enter into executive session under Title 1 M.R.S.A. Section 405(6) c by M Blais, 2nd by M Garside, **Vote 7-0**, motion carried.

7:08pm Executive Session Begins

7:24pm Executive Session Ends.

No Action to be taken

X. Adjournment (Next Board Meeting, January 31, 2024 Budget Workshop)

Motion to adjourn by L Allen, 2nd by T Roy, Vote 7-0, motion carried, meeting adjourned 7:24pm

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

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13									
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT	
9000 Airport Operations	APPROP	ADJSTMTS	BUDGET	YTD	ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
9000 Airport Operations									
9000 420035 Fees - Fuel Flowage	-13,500	0	-13,500	-10,417.79		.00	-3,082.21	77.2%*	
9000 420040 Fees - Landings	-27,000	0	-27,000	-25,328.18		.00	-1,671.82	93.8%*	
9000 429005 Christian Hill Mate	-100,000	0	-100,000	-66,851.04		.00	-33,148.96	66.9%*	
9000 429025 Rental Fees	-207,500	0	-207,500	-105,596.12		.00	-101,903.88	50.9%*	
TOTAL NO PROJECT	-348,000	0	-348,000	-208,193.13		.00	-139,806.87	59.8%	
TOTAL Airport Operations	-348,000	0	-348,000	-208,193.13		.00	-139,806.87	59.8%	
9001 Airport Personnel									
9001 611000 Regular Salaries	262,035	0	262,035	101,834.67		.00	160,200.33	38.9%	
9001 613000 Overtime	4,000	0	4,000	4,133.73		.00	-133.73	103.3%*	
9001 617020 Fringe Benefits	159,620	0	159,620	52,912.24		.00	106,707.76	33.1%	
9001 617030 Professional Develo	6,000	0	6,000	2,626.85		.00	3,373.15	43.8%	
TOTAL NO PROJECT	431,655	0	431,655	161,507.49		.00	270,147.51	37.4%	
TOTAL Airport Personnel	431,655	0	431,655	161,507.49		.00	270,147.51	37.4%	
9002 Airport Operations									
9002 628000 Contract Services	9,000	0	9,000	34,854.30		7,012.67	-32,866.97	465.2%*	
9002 633030 Fuels and Oil for v	20,000	0	20,000	15,953.33		.00	4,046.67	79.8%	
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	51,406.85		.00	74,093.15	41.0%	
TOTAL NO PROJECT	172,500	0	172,500	102,214.48		7,012.67	63,272.85	63.3%	
TOTAL Airport Operations	172,500	0	172,500	102,214.48		7,012.67	63,272.85	63.3%	
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 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9000 Airport Operations							
9003 628019 Building Maintenan	23,100	0	23,100	9,723.41	6,590.00	6,786.59	70.6%
9003 628020 Vehicle Maintenance	17,831	0	17,831	15,600.81	.00	2,230.19	87.5%
9003 628021 Radio Maintenance	1,700	0	1,700	785.75	.00	914.25	46.2%
9003 628038 Electrical Maintena	7,000	0	7,000	2,067.11	.00	4,932.89	29.5%
9003 628039 Airfield Maintenan	30,750	0	30,750	1,541.87	6,429.78	22,778.35	25.9%
9003 633041 Computer/Office Mac	20,500	0	20,500	2,284.34	.00	18,215.66	11.1%
9003 633042 Pavement Maintenan	6,000	0	6,000	17,036.10	.00	-11,036.10	283.9%*
TOTAL NO PROJECT	106,881	0	106,881	49,069.39	13,019.78	44,791.83	58.1%
TOTAL Airport Maintenance	106,881	0	106,881	49,069.39	13,019.78	44,791.83	58.1%

9004 Airport Administration

9004 620000 Advertising and Pr	6,500	0	6,500	1,774.00	.00	4,726.00	27.3%
9004 628000 Professional Servic	35,800	0	35,800	14,827.55	.00	20,972.45	41.4%
9004 628016 Legal Services	45,000	0	45,000	12,830.82	.00	32,169.18	28.5%
9004 628041 Hangar Lease	12,000	0	12,000	.00	.00	12,000.00	.0%
9004 633000 Office Supplies	4,100	0	4,100	425.85	.00	3,674.15	10.4%
9004 640000 Telephone and Inter	5,700	0	5,700	5,543.71	.00	156.29	97.3%
9004 645000 Insurance Premiums	40,200	0	40,200	9,320.74	.00	30,879.26	23.2%
TOTAL NO PROJECT	149,300	0	149,300	44,722.67	.00	104,577.33	30.0%
TOTAL Airport Administration	149,300	0	149,300	44,722.67	.00	104,577.33	30.0%

9005 Airport Other Income

9005 401600 Municipal Subsidy	-410,000	0	-410,000	-307,500.00	.00	-102,500.00	75.0%*
9005 420063 Service Fees	-500	0	-500	-16,520.76	.00	16,020.76	3304.2%
9005 422000 Investment Income	-1,000	0	-1,000	-4,283.33	.00	3,283.33	428.3%
9005 429013 Sale of Assets	-75,000	0	-75,000	-206,938.26	.00	131,938.26	275.9%
9005 429019 FLIGHT SIMULATOR	-6,500	0	-6,500	-253.50	.00	-6,246.50	3.9%*
TOTAL NO PROJECT	-493,000	0	-493,000	-535,495.85	.00	42,495.85	108.6%
TOTAL Airport Other Income	-493,000	0	-493,000	-535,495.85	.00	42,495.85	108.6%

9010 Airport-FBO

9010 420035 Fees - Fuel and Oi	-661,372	0	-661,372	-552,708.43	.00	-108,663.57	83.6%*
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YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
9000 Airport Operations							
9010 420051 Tie Down/Hangar/Co	-50,000	0	-50,000	-61,475.76	.00	11,475.76	123.0%
9010 420059 Fees-Catering	0	0	0	-167.58	.00	167.58	100.0%
9010 420060 After Hour Call Out	-5,625	0	-5,625	-5,820.00	.00	195.00	103.5%
9010 420061 Flight Line Service	-6,620	0	-6,620	-3,447.84	.00	-3,172.16	52.1%*
9010 420064 Rental Car	-3,340	0	-3,340	-1,694.12	.00	-1,645.88	50.7%*
9010 420915 Service Lease	-7,200	0	-7,200	-3,600.00	.00	-3,600.00	50.0%*
9010 633047 PROCESSING FEE	0	0	0	4,035.05	.00	-4,035.05	100.0%*
TOTAL NO PROJECT	-734,157	0	-734,157	-624,878.68	.00	-109,278.32	85.1%
TOTAL Airport-FBO	-734,157	0	-734,157	-624,878.68	.00	-109,278.32	85.1%
9015 Services (FBO) Expenses							
9015 611000 Regular Salaries	150,000	0	150,000	34,330.41	.00	115,669.59	22.9%
9015 613000 Overtime	4,000	0	4,000	31.98	.00	3,968.02	.8%
9015 620000 Advertising	1,200	0	1,200	-483.08	.00	1,683.08	-40.3%
9015 628000 Prof/Contracted Ser	0	0	0	95,000.58	.00	-95,000.58	100.0%*
9015 628021 Plant Equipment	2,065	0	2,065	206.46	.00	1,858.54	10.0%
9015 628044 Ground Support Equi	16,000	0	16,000	13,245.46	.00	2,754.54	82.8%
9015 628071 Fuel Flowage	12,500	0	12,500	9,507.83	.00	2,992.17	76.1%
9015 633030 Fuels & Oils	525,000	61,876	586,876	445,432.56	160,227.99	-18,784.22	103.2%*
9015 645000 Insurance Premiums	2,500	0	2,500	.00	.00	2,500.00	.0%
TOTAL NO PROJECT	713,265	61,876	775,141	597,272.20	160,227.99	17,641.14	97.7%
TOTAL Services (FBO) Expenses	713,265	61,876	775,141	597,272.20	160,227.99	17,641.14	97.7%
TOTAL Airport Operations	-1,556	61,876	60,320	-413,781.43	180,260.44	293,841.32	-387.1%
TOTAL REVENUES	-1,575,157	0	-1,575,157	-1,372,602.71	.00	-202,554.29	
TOTAL EXPENSES	1,573,601	61,876	1,635,477	958,821.28	180,260.44	496,395.61	

BALANCE SHEET FOR 2024 8

FUND: 9000 Airport Operations			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
9000	011010	Airport Checking	-69,028.93	497,390.02
9000	011030	Cash-Petty Cash	.00	700.00
9000	011140	Interest Receivable	.00	.01
9000	011530	Accounts Receivable	2,007.93	64,598.11
9000	011545	Lease Receivable	.00	3,028,598.23
9000	011810	Prepaid Expenses	.00	15,162.01
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	6,778.46	-12,581,065.82
TOTAL ASSETS			-60,242.54	8,849,641.43
LIABILITIES				
9000	024210	Accounts Payable	.00	-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	024611	Compensated Absences	.00	-34,747.63
9000	024710	Federal Withholding Taxes	-1,571.25	-3,070.48
9000	024711	State Withholding Taxes	-725.00	-725.00
9000	024712	FICA Withholding Taxes	-1,925.52	-1,925.52
9000	024713	Medicare Withholding Taxes	-450.32	1,048.91
9000	024730	ICMA Deferred Comp-City	-60.00	-520.00
9000	024734	ME State Retirement	-1,232.04	-2,783.56
9000	024750	Life Insurance-City	.00	8.70
9000	024758	MMA Health Ins-Airport	1,168.90	-4,418.17
9000	024765	Dental	-43.80	25.79
9000	024772	Flex Spending-Airport	-43.00	-65.00
9000	024773	Vision	4.75	-16.76
9000	024829	DUE TO STATE - SALES TAX	.00	-149.37
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			-4,877.28	-4,391,135.10
FUND BALANCE				
9000	037000	Ctrl Total - Encumbrances	173,830.66	180,260.44
9000	037100	FB ASSIGNED CITY	.00	-1,836,398.00
9000	037104	FB UNASSIGNED	.00	-2,226,191.89
9000	037201	CTRL TOTAL-BUD FB DESIGNATED	-173,830.66	-180,260.44
9000	037301	Ctrl Total - Bud FB Undesignat	.00	60,320.33
9000	047000	Ctrl Total - Revenues	-44,789.46	-1,354,737.72
9000	047001	CONTROL - ESTIMATED REVENUE	.00	1,575,157.00
9000	057000	CTRL TOTAL-EXPENDITURES	109,909.28	958,821.28
9000	057001	CTRL TOTAL-APPROPRIATIONS	.00	-1,635,477.33

BALANCE SHEET FOR 2024 8

FUND: 9000 Airport Operations		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE			
	TOTAL FUND BALANCE	65,119.82	-4,458,506.33
	TOTAL LIABILITIES + FUND BALANCE	60,242.54	-8,849,641.43

BALANCE SHEET FOR 2024 8

FUND: 9020 Airport Capital Projects Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
9020	011530	Accounts Receivable	.00	756,092.93
9020	016000	Due to/from Other Funds	-6,778.46	13,076,299.34
	TOTAL ASSETS		-6,778.46	13,832,392.27
FUND BALANCE				
9020	037000	Ctrl Total - Encumbrances	-25,612.00	697,307.28
9020	037104	FB-UNASSIGNED-CTY	.00	-13,151,571.55
9020	037201	Ctrl Total - Bud FB Designated	25,612.00	-697,307.28
9020	037301	Ctrl Total - Bud FB Undesignat	.00	422,424.49
9020	047000	Ctrl Total - Revenues	-18,833.54	-864,391.53
9020	057000	Ctrl Total - Expenditures	25,612.00	183,570.81
9020	057001	Ctrl Total - Appropriations	.00	-422,424.49
	TOTAL FUND BALANCE		6,778.46	-13,832,392.27
TOTAL LIABILITIES + FUND BALANCE			6,778.46	-13,832,392.27

BALANCE SHEET FOR 2024 8

FUND: 9030 Airport Land Fund			NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS				
9030	011111	Investments-MM-Airpark	.00	739,296.37
9030	016000	Due to/from Other Funds	.00	-506,233.52
	TOTAL ASSETS		.00	233,062.85
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	037301	Ctrl Total - Bud FB Undesignat	.00	7,000.00
9030	047000	Ctrl Total - Revenues	.00	-3,451.92
9030	057001	Ctrl Total - Appropriations	.00	-7,000.00
	TOTAL FUND BALANCE		.00	-233,062.85
TOTAL LIABILITIES + FUND BALANCE			.00	-233,062.85

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

Auburn Air Center - Fuel Sales Comparison for First 8 Months of FY (FY19 to FY24)

Quantity (gallons) by Fiscal Year

Product	Pay Type	2019	2020	2021	2022	2023	2024
Avgas 100LL	Cash	14743.5	15648.2	10594.41	7672.3	7326.4	13881.4
Avgas 100LL	Credit Card	9506.05	9484.9	8527.4	6729.7	7732.75	7037.8
	TOTAL 100LL	24249.55	25133.1	19121.81	14402	15059.15	20919.2
Jet A Fuel	Cash	41048.5	48484.3	13936	11959	3838	1552
Jet A Fuel	Contract Fuel	26052	46936	34743	49682	38864.62	64388.5
Jet A Fuel	Credit Card	18386.1	15121	8176	16201	16834	16283
	TOTAL Jet A	85486.6	110541.3	56855	77842	59536.62	82223.5

**FY2020 included over 16,000 in Jet A sales to Elite Airways*



**Auburn – Lewiston Municipal Airport
Board Meeting Information Sheet**

Board Workshop or Meeting Date: March 13, 2024

Author: Jonathan P. LaBonte, Board Chair

Subject: Development of Updated Disadvantaged Business Enterprise Plan (as required by FAA)

Information: To apply for grants with the FAA, for use of entitlement and discretionary funds, the airport must have an up to date Disadvantage Business Enterprise (DBE) plan. The draft of this plan, as prepared under our contract with McFarland Johnson, is included for your review and comment. It has been provided to both City Councils (sponsors) as part of the process, and is currently open for a public comment period of 30 days. After the public comment period, we will file a final version with the FAA.

Airport Financial Impacts: N/A

Recommended Action: N/A

Previous Meetings and History:

Attachments:

Draft FY2024-2026 DBE Plan

DEPARTMENT OF TRANSPORTATION

DBE PROGRAM – 49 CFR PART 26

CITIES OF AUBURN AND LEWISTON, MAINE AUBURN-LEWISTON MUNICIPAL AIRPORT



Auburn-Lewiston Municipal Airport

80 Airport Drive, Auburn, Maine 04210 207-786-0631

DBE PROGRAM FOR FFY 2024, 2025, 2026

ATTACHMENTS

- | | |
|---------------|---|
| Attachment 1 | Regulations: Link to 49 CFR Part 26 |
| Attachment 2 | Organizational Chart |
| Attachment 3 | Bidder's List Collection Form |
| Attachment 4 | State of Maine DBE Directory |
| Attachment 5 | Overall Goal Calculations |
| Attachment 6 | Demonstration of Good Faith Efforts – Bid Forms |
| Attachment 7 | DBE Monitoring and Enforcement Mechanisms |
| Attachment 8 | DBE Certification Application |
| Attachment 9 | Uniform Certification Program |
| Attachment 10 | Small Business Element Program |

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The **Auburn-Lewiston Municipal Airport** has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The **Auburn- Lewiston Municipal Airport** has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the **Auburn-Lewiston Municipal Airport** has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the **Auburn-Lewiston Municipal Airport** to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs; contracts
5. To help remove barriers to the participation of DBEs in DOT assisted;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The City of Auburn Transportation Systems Director/Board of Directors Chair, Jonathan P. LaBonté, has been delegated as the DBE Liaison Officer. In that capacity, Mr. LaBonté is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the **Auburn-Lewiston Municipal Airport** in its financial assistance agreements with the Department of Transportation.

The Auburn-Lewiston Municipal Airport has disseminated this policy statement to the **City Councils of Auburn and Lewiston and all the components of the airport organization**. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts **as part of bid packages and contract documents**.

Jonathan P. LaBonté
Transportation Systems Director, City of Auburn
Board of Directors Chair

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The **Auburn-Lewiston Municipal Airport** is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The **Auburn-Lewiston Municipal Airport** will use terms in this program that have the meaning defined in Section 26.5.

Section 26.7 Non-discrimination Requirements

The **Auburn-Lewiston Municipal Airport** will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the **Auburn-Lewiston Municipal Airport** will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11

We will report DBE participation to USDOT/FAA as follows:

We will transmit to FAA annually by December 1, the “Uniform Report of DBE Commitments / Awards and Payments” form, and the DBE Contractor contact information (if applicable) on the FAA DBE Contractor’s Form or other similar format electronically via dbE-Connect (<https://faa.civilrightsconnect.com/FAA/login.asp>).

Bidders List: 26.11(c)

The **Auburn-Lewiston Municipal Airport** will create and maintain a bidders list. The form is attached as Attachment 3. The purpose of the list is to assist in providing data about contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals.

We will collect this information during the process of selling plans and specifications to prospective bidders via a manual process of requesting data from contractors and subcontractors purchasing these bid sets. Additionally, more detailed information is obtained at the time of bid through completion of required documentation in the bid package.

Records Retention and Reporting

The Airport is a non-certifying member of the State UCP and will maintain records documenting on-site review, etc. These records will be retained in accordance with all applicable record retention requirements of the Airport's financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years, unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Federal Financial Assistance Agreement

The **Auburn-Lewiston Municipal Airport** has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

The **Auburn-Lewiston Municipal Airport** shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13(b)

*The **Auburn-Lewiston Municipal Airport** will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:*

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **Auburn-Lewiston Municipal Airport**

deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The **Auburn-Lewiston Municipal Airport** will receive grant(s) for airport planning or development exceeding \$250,000 in a Federal fiscal year. We will continue to carry out this DBE Program until all funds from DOT financial assistance have been expended. We will provide updates representing significant changes in the program for approval.

The **Auburn-Lewiston Municipal Airport** is not eligible to receive DOT financial assistance unless DOT has approved our DBE Program and we are in compliance with it and this part. We will continue to carry out our program until all funds from DOT financial assistance have been expended.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Name:	Jonathan P. LaBonté
Title:	City of Auburn Board of Directors Chair
Address:	60 Court Street, Auburn, ME 04210
Phone:	(207) 786-0631
Email:	j.labonte@auburnmaine.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the **Auburn-Lewiston Municipal Airport** complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the **Board of Directors of the Auburn-Lewiston Municipal Airport** concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.

4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race- neutral methods and contract specific goals attainment and monitors results.
6. Analyzes progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the **Auburn-Lewiston Municipal Airport Board of Directors** on DBE matters and achievement.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Acts as referral liaison to the Uniform Certification Process in **the State of Maine**.
11. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the Airport to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. We will continue to contact the local Chamber of Commerce and check the State UCP for information on available DBE financial institutions. This will be accomplished tri-annually.

Section 26.29 Prompt Payment Mechanisms

The **Auburn-Lewiston Municipal Airport** requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR § 26.29, the **Auburn-Lewiston Municipal Airport** established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the **Auburn-Lewiston Municipal Airport**.

The **Auburn-Lewiston Municipal Airport** ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, **Auburn-Lewiston Municipal Airport** has selected the following method to comply with this requirement:

We will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after our payment to the prime contractor.

The Airport will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Airport. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Airport. This clause applies to both DBE and non-DBE subcontractors.

This prompt payment clause will apply to all DBE and non-DBE subcontractors on DOT-assisted contracts, and will be enforced by the Resident Project Representative (RPR). It may be required to resolve disputes over the holding of certain funds, etc. and assures that payments will be made in a timely fashion. Prime Contractors will be required to provide the RPR with documentation showing that payments to subcontractors have been made within the time limit stated within their contract. Failure to comply will result in the holding of additional monies, until the RPR are assured the payments to subcontractors have been made. Any delay or postponement of payment among parties may take place only for a good cause, with prior written approval from the RPR. It will also be noted in the contract between the Airport and the Prime Contractor that the Prime Contractor will not be reimbursed for work performed by subcontractors unless and until the Prime Contractor ensures that the subcontractor has been promptly paid for the work they have performed.

As required by the FAA, to implement this measure regarding retainage, the Airport includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract:

The Airport may decline to hold retainage from Prime Contractors and require a contract clause obligating Prime Contractors to make prompt and full payment of any retainage kept by Prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

- a. No retainage will be held by the Airport from progress payments due the prime.
- b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Airport evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Airport. When the Airport has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- c. When at least 95% of the project work has been completed to the satisfaction of the RPR, the RPR shall, at the Airport's discretion and with the consent of the

surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

Section 26.31 Directory

The **Auburn-Lewiston Municipal Airport** is a *non-certifying member of the Maine UCP* and uses the **State of Maine** DBE directory, maintained by the State. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

The **State of Maine** constantly updates the Directory. In addition, they provide technical and management assistance to certified businesses through their DBE Supportive Service Program. More information can be found at the **EMDC Website** <http://www.mainedbe.com/>. The DBE Directory may be found at the link provided in Attachment 4.

Section 26.33 Over-concentration

Auburn-Lewiston Municipal Airport has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

Auburn-Lewiston Municipal Airport has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The **Auburn-Lewiston Municipal Airport** will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment:

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts.
3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

4. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to.

Monitoring Payments to DBEs and Non-DBEs

We will require prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the **Auburn-Lewiston Municipal Airport**. This reporting requirement also extends to all subcontractors, both DBE and non-DBE.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Prompt Payment Dispute Resolution

The Airport has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage.

All Contractors are required to submit Form MJ-216 with each payment application. This form shows the status of payments made to all Subcontractors and Suppliers, whether they performed work during the reporting period. If it is determined, after review of the submissions, that the Contractor is in violation of prompt payment requirements, the Airport may withhold the amount due to any Subcontractor or Supplier from the Contractor until satisfactory proof of payment is received. If the Contractor is in violation four or more times, the Airport may terminate the Contract for cause and/or may require the Contractor to pay some or all of their Subcontractors or Suppliers and provide proof of payment before the Subcontractor's or Supplier's work can be included on a future pay application. The Airport will work with the RPR and the contractors to discuss any disputes, using records provided for payment confirmation, etc. A meeting will be held with all parties involved and if no resolution is obtained, mediation will be held with a neutral third party to evaluate the dispute.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements or any issues thereon will be discussed with the Airport/DBELO. If the affected subcontractor is not comfortable discussing with prime contractor directly and discussions with the Airport are unable to resolve payment issues, then the subcontractor should contact the FAA operating administrator.

Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The Airport will make prompt determinations regarding contractors' compliance with this Program. Documentation of noncompliance will include the specific areas in which the contractor failed to comply. In these instances, appropriate actions consistent with the DBE Program and other contract provisions will be taken, and may include withholding future payments, suspension of the contract, notification to stop contract work until the contractor comes into compliance, refusal to award the contract or cancellation of the contract and declaration of forfeiture of the performance bond.

A decision by the Airport to invoke the above sanctions shall be issued in writing by registered mail. The contractor shall have ten days from receipt of the decision to appeal the decision.

Monitoring Contracts and Work Sites

The Airport, with assistance from the RPR, will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites. This will be accomplished by regular job meetings, whereas inspections will be made to ascertain personnel, payments, etc., of which will be noted in the job meeting minutes.

Section 26.39 Fostering small business participation.

The Auburn-Lewiston Municipal Airport has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The Auburn-Lewiston Municipal Airport's small business program element is incorporated as Attachment 10 to this DBE Program. We will actively implement the program elements to foster small business participation, doing so is a requirement of good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The **Auburn-Lewiston Municipal Airport** does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The Auburn-Lewiston Municipal Airport will establish an overall DBE goal covering a three-

year federal fiscal year period if we anticipate awarding FAA funded prime contracts exceeding \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f) the **Auburn-Lewiston Municipal Airport** will submit its Overall Three-year DBE Goal to FAA by August 1 as required in the schedule established by the FAA:

<https://www.faa.gov/about/dbe-and-acdbe-program-reporting-requirements-recipients>

DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the Airport does not anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any of the years within the three-year reporting period, we will not develop an overall goal; however, this DBE Program will remain in effect and the Airport will seek to fulfill the objectives outlined in 49 CFR Part 26.1. The first step is to determine the relative availability of DBEs in the market area, “base figure”.

The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on projects.

In establishing the overall goal, the Airport will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the Airport to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the Airport is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the Airport engaged. The proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the Airport will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on the Airport’s official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by FAA, the revised goal will be posted on the official internet web site.

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.45 – Project Goals

If permitted or required by the FAA Administrator we will express our overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.45(f) - Prior Operating Administration Concurrent

The Airport understands that is not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration's review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to Part 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 5** to this program. This section of the program will be updated annually.

Section 26.47 Failure to Meet Overall Goals

The ***Auburn-Lewiston Municipal Airport*** will maintain an approved DBE Program and overall DBE goal, if applicable, as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing our DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis and to enable us to meet fully our goal for the new fiscal year;
- (3) Prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed in 1 and 2 above. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The **Auburn-Lewiston Municipal Airport** will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The **Auburn-Lewiston Municipal Airport** follows the State of Maine DBE methodology and the State of Maine aims for 100% race neutral participation.

Section 26.51(d-g) Contract Goals

The **Auburn-Lewiston Municipal Airport** will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under § 26.39.

If our approved projection estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order meet our overall goal.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of Good Faith Efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

We will ensure that all information is complete and accurate and adequately documents the

bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be Submitted (26.53(b))

Auburn-Lewiston Municipal Airport treats bidder/offers' compliance with good faith efforts' requirements as a matter of *responsiveness* – *all bidders submit DBE information at the time of bid.*

Responsiveness - Each solicitation for which a contract goal has been established will require all bidders/offerors to submit the following information at the time of bid:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration (26.53(d))

Within 7 business days of being informed by the **Auburn-Lewiston Municipal Airport** that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Derek Boulanger, Director of Facilities and Energy, City of Auburn, 60 Court Street, Auburn ME 04210 (207) 333-6601, x135, dboulanger@auburnmaine.gov. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedures in situations when there are contract goals (26.53(f)(g))

We will include in each prime contract a provision stating:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written

consent as provided in this paragraph 26.53(f); and

That, unless our consent is provided under this paragraph 26.53(f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

Auburn-Lewiston Municipal Airport will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. We have determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that we have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that

the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE at the time of the execution of the contract, the Airport will not count the firm's participation toward any DBE goals, except during the period when removal of its eligibility is under review.

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

Auburn-Lewiston Municipal Airport is a non-certifying member of Maine UCP and the UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

**Mary Bryant, Civil Rights Office,
(207) 624-3056 or mary.bryant@maine.gov**

Certification application forms and documentation requirements can be found in the link located in Attachment 8 to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs Disadvantaged Business Enterprises

The Airport is a member of the MaineDOT UCP and MaineDOT administers the program. The UCP is committed to engaging small disadvantaged, minority and women-owned business enterprises as defined herein in all contracts to the maximum feasible extent, and will continue working to ensure the maximum feasible opportunity for these businesses to participate in contracts financed in whole or in part with federal funds.

The signed agreement with the UCP is attached as Attachment 9.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to Airport

The Airport understands that if it fails to comply with any requirement of this part, the Airport may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in the Department's DBE program (including, but not limited to, recipients,

DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The Airport, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The Airport understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENT 1

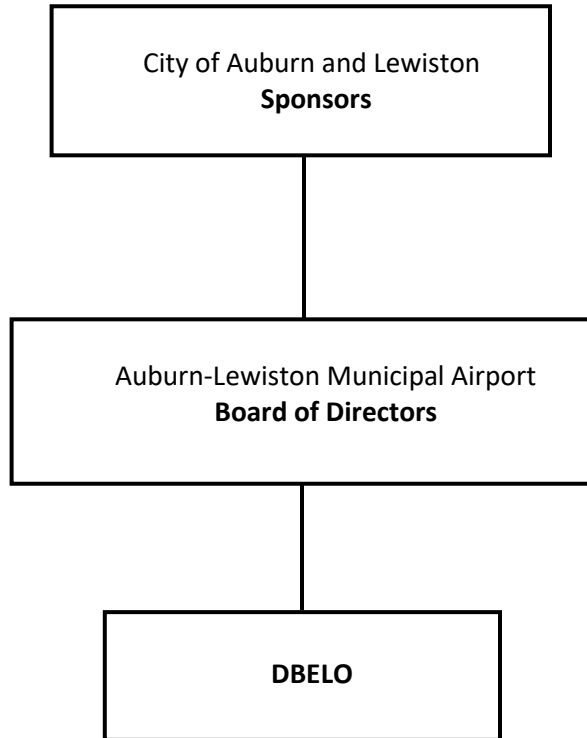
Regulations: 49 CFR Part 26, link to website:

<http://www.gpo.gov/fdsys/pkg/CFR-2010-title49-vol1/pdf/CFR-2010-title49-vol1-part26.pdf>

ATTACHMENT 2

Organizational Chart

Auburn-Lewiston Municipal Airport



ATTACHMENT 3

Bidder's List Collection Form

[Reminder: the information below must be collected from every bidder who submits a quote/bid to the recipient and every potential subcontractor who submitted a quote/bid to each bidder. §26.11(c) requires recipients to collect information from all bidders and subcontractors, including unsuccessful ones.]

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

ATTACHMENT 4

State of Maine DBE Directory

<https://www.maine.gov/mdot/civilrights/dbe/>

ATTACHMENT 5 – OVERALL GOAL CALCULATIONS

Section 26.45: Overall DBE Three-Year Goal Methodology

Name of Recipient: Auburn-Lewiston Municipal Airport

Goal Period: FY-2024-2025-2026 – October 1, 2023 through September 30, 2026

Overall Three-Year Goal: Auburn-Lewiston Municipal Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

We estimate that, in meeting our overall goal of 1.1%, we will obtain 100% from race-neutral participation and 0% through race-conscious measures.

Total dollar amount anticipated to be expended on DBE's is \$36,828

Projects expected over the three-year period covered by this DBE Plan:

FY 2024 – Project 1 – Hangar Building - \$2,140,000

FY 2025 – Project 1 – Airfield Pavement Maintenance – Crack Seal - \$135,000

Project 2 – SRE Building Preliminary Design and Permit - \$150,000

Project 3 – Airfield Pavement Maintenance – Pavement Markings - \$360,000

FY 2026 – Project 1- SRE Building Final Design and Construction - \$563,000

Market Area:

The market area was determined to be Statewide, since the substantial majority of the contractors and subcontractors doing business are located in Maine, and the entire state is the area in which the Airport spends the substantial majority of its contracting dollars.

Step 1. Actual relative availability of DBE's

The Auburn-Lewiston Municipal Airport has elected to use the STEP 1 Methodology. The 2021 Census Bureau Database and the DBE Directory were reviewed to determine the number of ready, willing and able businesses available and ready, willing and available DBEs in our market area, using the same NAICS codes. We then divided the number of DBEs by the number of all businesses to derive a base figure for the relative availability of DBEs in your market.

We examined the anticipated projects for each fiscal year in the Capital Improvement Plan to review the anticipated availability of the DBE firms by trade classification:

Goal Calculation:

Auburn-Lewiston Airport							
Fiscal Year #1 - FY 2024 -							
Contract Name	Trade Description	NAICS Description	Trade (\$)	Census	Directory	DBE (%) (= G/F)	DBE (\$) (= E x H)
Hangar Building	Engineering/Construction Inspection	541330	\$ 739,000.00	304	5	1.6%	\$ 11,824
	Architectural	541310	\$ 91,000.00	126	0		\$ -
	Surveying	541370	\$ 35,000.00	87	1	1.1%	\$ 385
	Geotechnical	541380	\$ 26,000.00	36	1	2.8%	\$ 728
	Site Preparation	238910	\$ 40,000.00	580	1	0.2%	\$ 80
	Trucking	484220	\$ 40,000.00	297	0	0.0%	\$ -
	Paving	238990	\$ 110,000.00	202	1	0.5%	\$ 550
	Landscaping	561730	\$ 35,000.00	953	1	0.1%	\$ 35
	Structural Steel	238120	\$ 550,000.00	12	0	0.0%	\$ -
	Foundation	238190	\$ 250,000.00	26	1	3.8%	\$ 9,500
	Electrical	238210	\$ 104,000.00	622	1	0.2%	\$ 208
	Stormwater	237110	\$ 50,000.00	61	0	0.0%	\$ -
	Plumbing/HVAC	238220	\$ 70,000.00	705	1	0.1%	\$ 70
		FY 2024 Total	\$ 2,140,000.00			1.1%	\$ 23,380
Fiscal Year #2 - FY 2025 -							
Airfield Pavement Maintenance - Crack Seal	Engineering & Planning/ Construction Inspection	541330	\$ 105,000.00	304	5	1.6%	\$ 1,680
	Paving	238990	\$ 30,000.00	202	2	1.0%	\$ 300
							\$ -
Project #1	Total		\$ 135,000.00				\$ 1,980
SRE Building Preliminary Design & Permit	Engineering & Planning	541330	\$ 85,000.00	304	5	1.6%	\$ 1,360
	Surveying	541370	\$ 5,000.00	87	1	1.1%	\$ 55
	Geotechnical	541380	\$ 20,000.00	36	1	2.8%	\$ 560
	Architectural	541310	\$ 40,000.00	126	0	0.0%	\$ -
							\$ -
Project #2	Total		\$ 150,000.00				\$ 1,975
Airfield Pavement Maintenance - Pavement Markings	Engineering & Planning	541330	\$ 120,000.00	304	5	1.6%	\$ 1,920
	Paving	238990	\$ 240,000.00	202	2	1.0%	\$ 2,400
							\$ -
Project #3	Total		\$ 360,000.00				\$ 4,320
		FY 2025 Total	\$ 645,000.00			1.3%	\$ 8,275
Fiscal Year #3 - FY 2026 -							
SRE Building - Final Design & Construction	Engineering & Planning/Construction Inspections	541330	\$ 93,000.00	304	5	1.6%	\$ 1,488
	Surveying	541370	\$ 5,000.00	87	1	1.1%	\$ 55
	Geotechnical	541380	\$ 10,000.00	36	1	2.8%	\$ 280
	Site Preparation	238910	\$ 20,000.00	622	1	0.2%	\$ 40
	Trucking	484220	\$ 15,000.00	705	0	0.0%	\$ -
	Paving	238990	\$ 25,000.00	202	1	0.5%	\$ 125
	Landscaping	561730	\$ 10,000.00	953	1	0.1%	\$ 10
	Structural Steel	238120	\$ 200,000.00	12	0	0.0%	\$ -
	Foundation	238190	\$ 95,000.00	26	1	3.8%	\$ 3,610
	Electrical	238210	\$ 40,000.00	622	1	0.2%	\$ 80
	Stormwater	237110	\$ 20,000.00	61	0	0.0%	\$ -
	Plumbing/HVAC	238220	\$ 30,000.00	705	1	0.1%	\$ 30
			FY 2026 Total	\$ 563,000.00			1.0%
Summary							
Project			Project Breakdown		DBE %		
	FFY 2024		\$ 2,140,000			1.1%	
	FFY 2025		\$ 645,000			1.3%	
	FFY 2026		\$ 563,000			1.0%	
	TOTALS:		\$ 3,348,000			1.1%	

Step 2. Adjustments to Step 1 Base Figure.

Past History Participation

Other data used to determine the adjustment to the base figure was the median of historical DBE accomplishments as follows:

FY	Total AIP Grant \$ Amount	DBE Goal	DBE Accomplishment	Type of Work
FY 2021	\$1,822,585	2.7	0.9	Administration/Land Acquisition/Construction
FY 2022	0	2.7	0	NA
FY 2023	\$351,900	2.7	0	Planning

Our proposed overall three-year goal accomplishment will be reflected as a median: 0%

After calculating a weighted base figure for the relative availability of DBEs, evidence was examined to determine what adjustment, if any, was needed to be made to the weighted base figure in order to yield an overall goal. Historically, obtaining DBE participation has been challenging despite the good faith efforts being conducted. The Airport is adopting the Step 1 Base Figure of 1.1%.

Further, there are no applicable disparity studies for the local market area or recent legal case information available to show any evidence of barriers to entry or competitiveness of DBEs in Maine.

The **Auburn-Lewiston Municipal Airport** will submit its overall DBE three-year goal to DOT on August 1 as required by the set schedule.

Breakout of Estimated “Race and Gender Neutral” (RN) and “Race and Gender Conscious” (RC) Participation.

The Airport will meet the maximum feasible portion of the overall goal by using RN means of facilitating DBE participation.

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Providing technical assistance and other services;
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
4. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
5. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;
6. Assist DBEs and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media; and

The Airport estimates that in meeting the established overall goal of 1.1%, it will obtain 1.1% from RN participation and 0% through RC measures.

PUBLIC PARTICIPATION

As Maine's only Unified Certification Program entity, MaineDOT has done extensive public outreach to ensure that eligible businesses are aware of the DBE Program. For many years, MaineDOT has hired Eastern Maine Development Corporation, a community development and small business development agency, to administer its DBE Supportive Services Program. EMDC's contract with MaineDOT includes a recruitment component that requires the consultant to promote the DBE program to businesses at trade shows, networking and matchmaker events.

Several interested stakeholders were notified directly by e-mail of the goal publication, including contracting groups, and women business organizations. These individuals were also invited to participate in a conference call to discuss the methodology and the DBE program. E-mails were sent out to the following:

Maine Better Transportation Association
150 Capitol Street, Suite 5
Augusta, ME 04330
(207) 622-0526

Associated Contractors of Maine, Inc.
188 Whitten Road
Augusta, ME 04337
(207) 622-4741

Maine Department of Transportation
Civil Rights Office
16 State House Station
Augusta, ME 04333-0016
(207) 624-3066

Lewiston Auburn Metropolitan Chamber of Commerce
415 Lisbon Street, Suite 100
Lewiston, ME 04240
(207) 783-2249

PUBLIC NOTICE

The **Auburn-Lewiston Municipal Airport** hereby announces its fiscal year 2024-2026 goal of **1.1%** for Disadvantaged Business Enterprise (DBE) airport construction projects. The proposed goals and rationale is available for inspection during normal business hours at **the Auburn-Lewiston Municipal Airport, 80 Airport Drive, Auburn, ME 04210** for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

Jonathan P. LaBonté
City of Auburn Board of Directors Chair
60 Court Street
Auburn, ME 04210

Or

Kimberly Robinson Harris
Federal Aviation Administration Office of Civil Rights
800 Independence Avenue SW, Room 1030
Washington, DC 20591

ATTACHMENT 6

Demonstration of Good Faith Efforts

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The **Auburn-Lewiston Municipal Airport** has a breach of contract action, pursuant to the terms of the contract, option available to enforce the DBE requirements contained in its contracts.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8

DBE Certification Application

For forms required to initiate the DBE Certification process, visit the State of Maine website:

<https://www.maine.gov/mdot/civilrights/dbe/>

ATTACHMENT 9

Uniform Certification Program

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AUB LEW AIRPORT

PAGE 01

AGREEMENT

Between the

MAINE DEPARTMENT OF TRANSPORTATION
OFFICE OF HUMAN RESOURCES

And

Auburn-Lewiston Municipal Airport

This Agreement is made this 4 day of April, 2002, by and between the State of Maine, through its Department of Transportation (MDOT), with an address of 16 State House Station, Augusta, Maine, and Auburn-Lewiston Municipal Airport with an address of 80 Airport Drive, Auburn, Maine.

I. AGREEMENT

MDOT and the named party hereby agrees as follows:

1. The named party agrees that as a recipient of USDOT financial assistance it will cooperate fully with the Maine Department of Transportation in the certification of Disadvantaged Business Enterprises.
2. The named party agrees it shall utilize the MDOT Disadvantaged Business Enterprise Certification program.
3. The named party agrees to refer potential applicants for DBE Certification to MDOT.
4. The named party agrees to honor the decisions made by MDOT with respect to certification decisions made in accordance with 49 CFR Parts 23 and 26 Subpart E Certification Procedures.
5. MDOT will accept, review, and make determinations about DBE Certification for those entities referred to it by the named party.

II TERMS

This Agreement remains in place indefinitely.

SEEN AND AGREED TO BY:

MAINE DEPARTMENT OF TRANSPORTATION

Penny Plourde

By: Penny Plourde Manager, Small Business Programs

Peter L. Drinkwater, Airport Manager

By: Peter L. DRINKWATER Title
(207) 786-0631

ATTACHMENT 10

SMALL BUSINESS PARTICIPATION

A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals should be met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses, the **Auburn-Lewiston Municipal Airport** will implement a small business element into its DBE policy in accordance with applicable law. **Auburn-Lewiston Municipal Airport** is including this element to facilitate competition by and expand opportunities for small businesses. **Auburn-Lewiston Municipal Airport** is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. **Auburn-Lewiston Municipal Airport** will meet its objectives using a combination of the following methods and strategies:

1. Set asides:

Where feasible, **Auburn-Lewiston Municipal Airport** will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that **Auburn-Lewiston Municipal Airport** and its prime contractors/ consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA- assisted contract, the project manager and small business officer will document why a small business set- aside is inappropriate.

2. Unbundling:

The **Auburn-Lewiston Municipal Airport**, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. **Auburn-Lewiston Municipal Airport** will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. Similarly, **Auburn-Lewiston Municipal Airport** will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

B. Definitions

1. Small Business:

A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

2. Disadvantaged Business Enterprise:

A for-profit small business (as defined by the Small Business Administration) —

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) described in 49 CFR Part 26. The current PNW cap is \$1.32 million.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as a DBE by the State Department of Transportation (MaineDOT) in accordance with 49 CFR 26.

For the purposes of the small business element of the **Auburn-Lewiston Municipal Airport's** DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

C. Certification and Verification Procedures

Auburn-Lewiston Municipal Airport will accept the following certifications for participation in the small business element of their DBE Program with applicable stipulations:

1. State DOT DBE Certification – DBE Certification by the State DOT which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by the State DOT.
2. State DOT Small Business Enterprise (SBE) – Will require submittal of three years of business tax returns and page 2 of the State DOT DBE Certification application after contract award.
3. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124) - will require submittal of three years of business tax returns.

Special Note: Minority and women-owned business enterprises which are awarded contracts under the small business enterprise set aside will be strongly encouraged to seek DBE certification in order to be counted towards race neutral DBE participation.

D. Implementation Schedule

Auburn-Lewiston Municipal Airport will implement this small business element within nine months of the FAA's approval of this document describing the element.

E. Assurances

The **Auburn-Lewiston Municipal Airport** makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program;
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
6. Aggressive steps will be taken to encourage those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: March 13, 2024

Author: Jonathan P. LaBonte, Board Chair

Subject: Amendment to MOU with FAA to Remove Locator Outer Marker Property and Request Release

Information: The airport has an MOU with the FAA for the placement of FAA assets. These include the PAPI, AWOS, and other assets noted in the included MOU. In 2023, the FAA decommissioned the Locator Outer Marker (LOM), which had been on a two-acre property in New Gloucester. The airport acquired the parcel with FAA for the placement of the FAA equipment. With no further aviation-related use, the FAA will be seeking to amend the MOU to remove their obligations to maintain the LOM and Board authorization is needed to do that.

The airport has been approached in recent years by the Gray-New Gloucester Little League, which owns the abutting former gravel pit. The Little League intends to construct a new sports complex for their community at this site and has expressed interest in purchasing the airport property. Given that the property is distant from the airport and does not abut any future asset that could be owned by the airport, I am further seeking Board authorization to initiate the process to release the property from aeronautical use and disposal.

The intent is to pursue a process of release and sale to the Little League, without the airport needing to cover any costs associated with surveys, appraisals, etc. Any proceeds from a sale would require FAA reimbursement first before any net proceeds would be available to the airport's Land Fund. Preliminary estimates have the property valued at \$20,000-\$25,000. The formal disposal would require further board action, but I am seeking approval to initiate the release process with FAA.

Airport Financial Impacts: N/A

Recommended Action: Authorize the Amendment to the MOU and Initiating the Release from Aeronautical Use

Previous Meetings and History:

Attachments:

FAA MOU for Various Aviation Assets

New Gloucester Tax Maps (Regional Context and Properties Identified)

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT

Agreement Number DTFANE-09-L-00016

This agreement is made and entered into by **The Auburn –Lewiston Municipal Airport**, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement ; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of Auburn Lewiston Municipal Airport

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS:

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on **October 1, 2008 and continuing through September 30, 2028.**

The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

The following additional rights will be granted to the Government which shall not be unreasonably withheld:

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as Auburn Lewiston Municipal Airport to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION :

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE :

It is understood and agreed that the use of the herein described premises, known as, Auburn Lewiston Municipal Airport shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that is made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS :

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION :

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS :

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA.

In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NOTICES:

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

AUBURN LEWISTON MUNICIPAL AIRPORT
80 AIRPORT DRIVE
ABURN , MAINE 04210

FEDERAL AVIATION ADMINISTRATION
ATTN: REAL ESTATE, ANE-56
12 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MA 01803

10. Previous Lease(s)/Agreement(s) This agreement supersedes Land Lease numbers: DTFA12-02-L-40588, DTFA12-04-L-00041, DTFA12-90-L-R1977, DTFA12-94-L-R3072, DTFA12-83-L-R1571, DTFA12-02-L-40547, DTFA12-99-L-15401 and hereby terminates the above referenced leases.

11. The following clauses are incorporated by reference: The full text of these clauses can be found via Internet at Land On-Airport Lease

1. OFFICIALS NOT TO BENEFIT
2. COVENANT AGAINST CONTINGENT FEES
3. ANTI-KICKBACK
4. RESTRICTIVE EASEMENT REQUIREMENTS

12. SIGNATURES :

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

AUBURN-LEWISTON
MUNICIPAL AIRPORT

By: Richard Clark

Title: Airport Manager

Date: 9-16-08

UNITED STATES OF AMERICA,
FEDERAL AVIATION ADMINISTRATION

By: Marilyn Gail Cook

Title: Realty Contracting officer

Date: 9/19/08

List of Facilities

MEMORANDUM OF AGREEMENT
DTFANE-09-L-00016
AUBURN-LEWISTON MUNICIPAL AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1.	LOM	4	23220	
2.	PAPI	22	23224	
3.	AWOS	Support	23192	
4.	Localizer	4	23106	Restrictive Easement (see attached)
5.	MALSR	4	23140	Restrictive Easement (see attached)
6.	MM, GS	4	23161	Restrictive Easement (see attached)
7.	REIL	22	23111	

RESTRICTION REQUIREMENTS FOR GLIDE SLOPE – LOCALIZER- MALSR

In order to insure the continuing proper operation of the Instrument Landing System(s), the Lessor agrees that certain critical and no-parking areas, shall be established in the vicinity of the glide slope facility.

The Lessor agrees not to erect or to allow to be erected on the premises hereby or on adjacent property of the Lessor, any structure or obstruction of whatsoever kind or nature as will interfere with the proper operation of the facilities to be installed by the Government.

Further, in order to insure the continuing proper operation of the MALSR facility, the Lessor shall prevent the erection of any structure, or natural growth that;

- a. protrudes into an area herein after referred to as the light plane. For obstruction clearance purposes this light plane is defined as an area rectangular in shape, 400 feet wide and symmetrically located about the MALSR centerline, it shall start at the landing threshold and extend 200 feet beyond the approach end of the system.
- b. Prevents a clear line of sight to all lights of the system from any points on a surface, one-half degree below the glide path and extending 250 feet on each side of the centerline, up to 1600 feet in advance of the outermost light in the system.

The Lessor grants to the Government the right and privilege to cut or remove at its discretion any or all trees inclusive of brush and undergrowth from the tracts of land, in the interests of maintaining the operational integrity of the existing and/or future facilities located thereon. The natural growth cut under this provision will become the property of the Government and may be disposed of as deemed necessary.

In the event of natural erosion, the Lessor agrees to perform corrective grading, planting and excavation within the critical area. Such work shall be accomplished during a period which is mutually agreeable to both the Lessor and Lessee.

Where the critical and no-parking areas lie within the bounds of the Airport, the Lessor agrees not to permit the presence of parked aircraft, vehicles, or equipment within the critical and no-parking areas, or of free moving aircraft or vehicles within the critical areas which are not under the control of tower personnel when the facilities are in operation. The Lessor agrees to provide and maintain no-parking signs within these areas, when required.

The Lessor further agrees to provide and maintain markings, as required on all paved areas to delineate the limits of the critical area.

Vegetation in the critical areas shall be kept below 12 inches. Except for cutting and removal of vegetation, all farming activities are forbidden in the critical areas.

The Lessor hereby agrees to perform snow removal on an area described as 50 feet wide beginning at the base of the Glide Slope antenna and gradually widening to 200 feet at a distance of 1000 feet in the direction of the approach end of the instrument runway.

OFFICIALS NOT TO BENEFIT

No member of or delegates to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding or a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

ANTI-KICKBACK

The Anti-kickback of 1986 (41 U.S.C. 51-58) (The Act) prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime contractor to higher tier subcontractor.

2019

PROPERTY MAP NEW GLOUCESTER MAINE

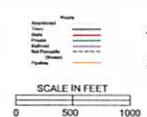


LEGEND

PLATTING MAP NO. 9
PARCEL NUMBER 74
ELEVATION LOT NO. 4

LOT EXTENSION 150'
PROPERTY MARKS
PART OF WAY
RAILROAD

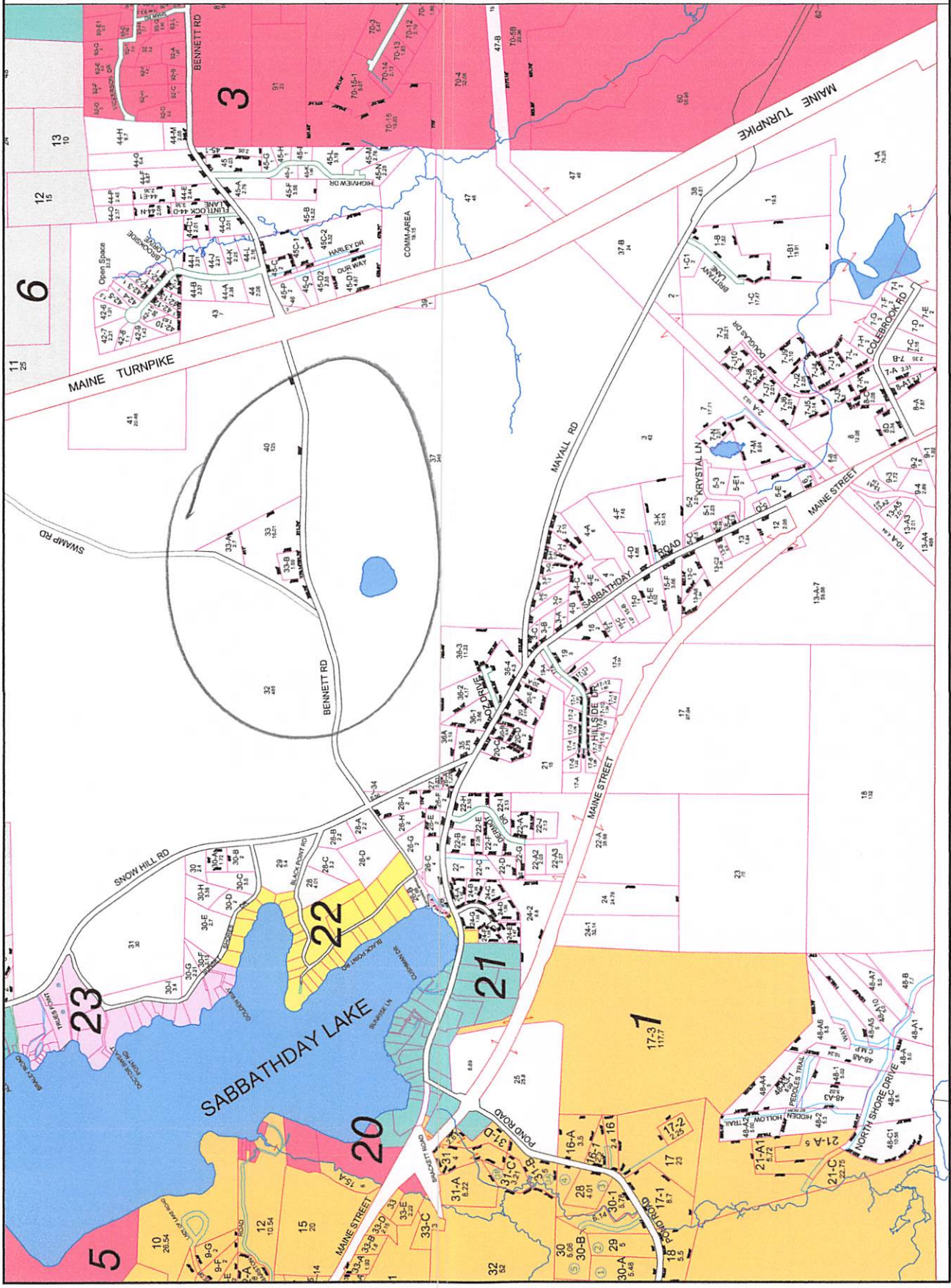
REVISED BY APRIL 1, 2019
THIS REPRESENTS THE PUBLIC FILE
NOT PER PROPERTY COPIES AND AS

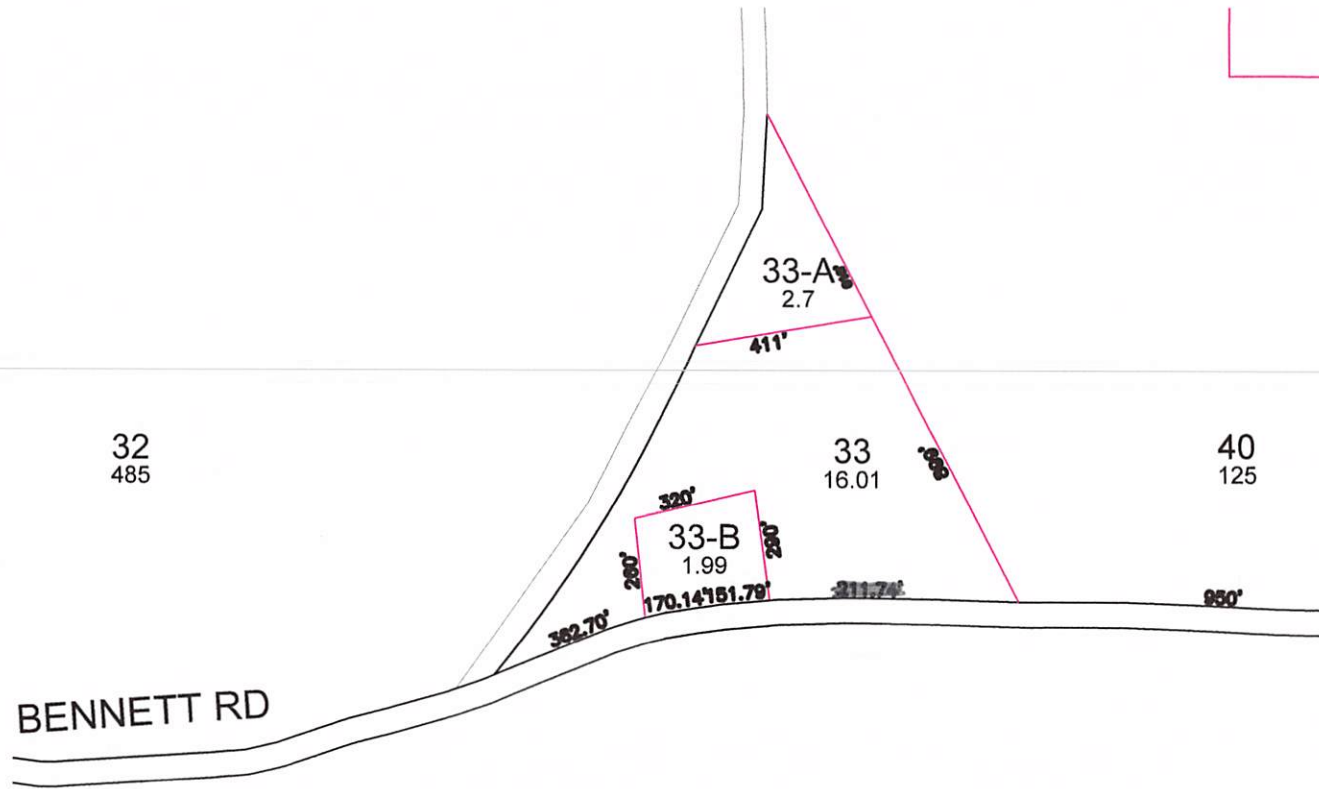


John E. O'Donnell & Associates
632 Bald Hill Road
New Gloucester, Maine 04260
www.joedonnell.com

2

1 of 4	2 of 4	3 of 4	4 of 4
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33 GNG LITTLE LEAGUE
 33A " " "
 33B AUBURN LEWISTON AIRPORT



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: March 13, 2024

Author: Jonathan P. LaBonte, Board Chair

Subject: Short term Non-Aeronautical Lease for Construction Laydown on Hotel Road

Information: The City of Auburn and MaineDOT have a street construction project starting this spring from Lewiston Junction Road to East Hardscrabble Road along Hotel Road. The contractor has requested the use of airport property for short-term laydown as shown in the included exhibits. There would be one small location on White Hangar Drive for an office trailer and then a larger section on the Hotel Road frontage of the Roundy property.

Airport Financial Impacts: \$500 per month in additional rental income for the term of the lease

Recommended Action: Authorize the Board Chair to execute a short-term non-aeronautical lease with Gendron and Gendron for the 2024 construction season

Previous Meetings and History:

Attachments:

Exhibits highlighting the proposed leased space

FAA Authorization for Interim Non-aeronautical use through December 1, 2024

Exhibit A

Showing Location for Office Trailer on White Hangar Drive



Exhibit B

Showing Location for Material Laydown on Hotel Road (Tax Map 156 Lot 015)





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

Federal Aviation Administration
New England Region

12 New England Executive Park
Burlington, MA 01803

March 08, 2024

Mr. Jonathan Labonte
Chairman, Auburn-Lewiston Board of Directors
Auburn Lewiston Municipal Airport
80 Airport Drive
Auburn, ME 04210

Dear Mr. Labonte:

The Federal Aviation Administration (FAA) has reviewed your request to temporarily use aeronautical land for a temporary non-aeronautical use of a small parcel of airport property.

We have reviewed the requirements identified for such activities in Chapter 22.6 of FAA Order 5190.6B, FAA Airport Compliance Manual. Because the facts surrounding this request are consistent with the requirements found in the aforementioned FAA Order, the FAA concurs with the temporary use of a portion of the obligated property as a construction laydown area for a project occurring on adjacent land.

1. This use expires on December 01, 2024 at which time the airport may re-evaluate the aeronautical demand for this space and, if not needed, may submit a new request to continue this interim use not to exceed one year.
2. If at any time during this period, there is an aeronautical demand for this parcel, the interim use will be terminated on short notice and the property returned to aeronautical use.
3. The airport will ensure that the charge for the use of this area meets or exceeds the Fair Market Value (FMV) for the subject parcel.
4. All revenue obtained by the airport must be retained for airport use.

If you have any questions, please contact me at 781-238-7618 or via email:
Amy.E.Quam@faa.gov.

Sincerely,

AMY ELIZABETH QUAM Digitally signed by AMY ELIZABETH
QUAM
Date: 2024.03.08 13:50:06 -05'00'

Amy Quam
Airport Compliance Specialist
Airports Division New England

Cc: Luke Garrison - FAA



Auburn – Lewiston Municipal Airport Board Meeting Information Sheet

Board Workshop or Meeting Date: March 13, 2024

Author: Jonathan P. LaBonte, Board Chair

Subject: 100LL/AvGas Self-Serve Project Authorization

Information: The Airport has had extensive conversations since the construction of the new fuel farm in 2021 about the installation of self-serve capabilities. Given the location chosen by former airport management for the fuel farm, options for self-serve included the construction of a pipeline to the tie-down area, a new location for self-serve with a secondary tank, and the relocation of the AvGas tank to a self serve location. The Board concluded last spring that the relocation of the AvGas tank to just off the apron between the Terminal and Hangar #2 (Dirigo Aerospace Solutions).

The Board ultimately chose a location and a contract was executed to design/engineering and prepare bid specifications for the system. The RFP process yielded a bid more than twice the engineer's estimate leading to its rejection. The Airport then proceeded to initiate securing the permit from the Fire Marshall's Office to confirm their approval of the new site to expedite future construction. Further details on my request for the waiver of competition and for authorization to execute a contract with Simard and Sons is included via a memo.

Airport Financial Impacts: Drawdown of existing Sponsor Capital Allocations (Lewiston FY23 and Auburn FY24)

Recommended Action: Authorize a Waiver of Competition and and for the Board Chair to execute a contract with Simard and Sons for the relocation of the 100LL bulk tank and reinstallation with associated equipment for self service.

Previous Meetings and History:

Board Discission (October 2022, November 2022, December 2022, January 2023, February 2023)

Design/Engineering/Bid Management Contract June 2023 (Relocate tank to between terminal and Hangar #2)

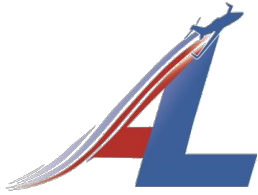
Rejection of bid September 2023

Attachments:

Memo from Board Chair

Original Engineered Plan Set

Proposal from Simard and Sons



Auburn Lewiston Municipal Airport

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

TO: Auburn Lewiston Municipal Airport Board of Directors
FROM: Jonathan P. LaBonte, Board Chair
DATE: March 8, 2024
RE: 100LL Self-Serve Fueling Project Proposal Review

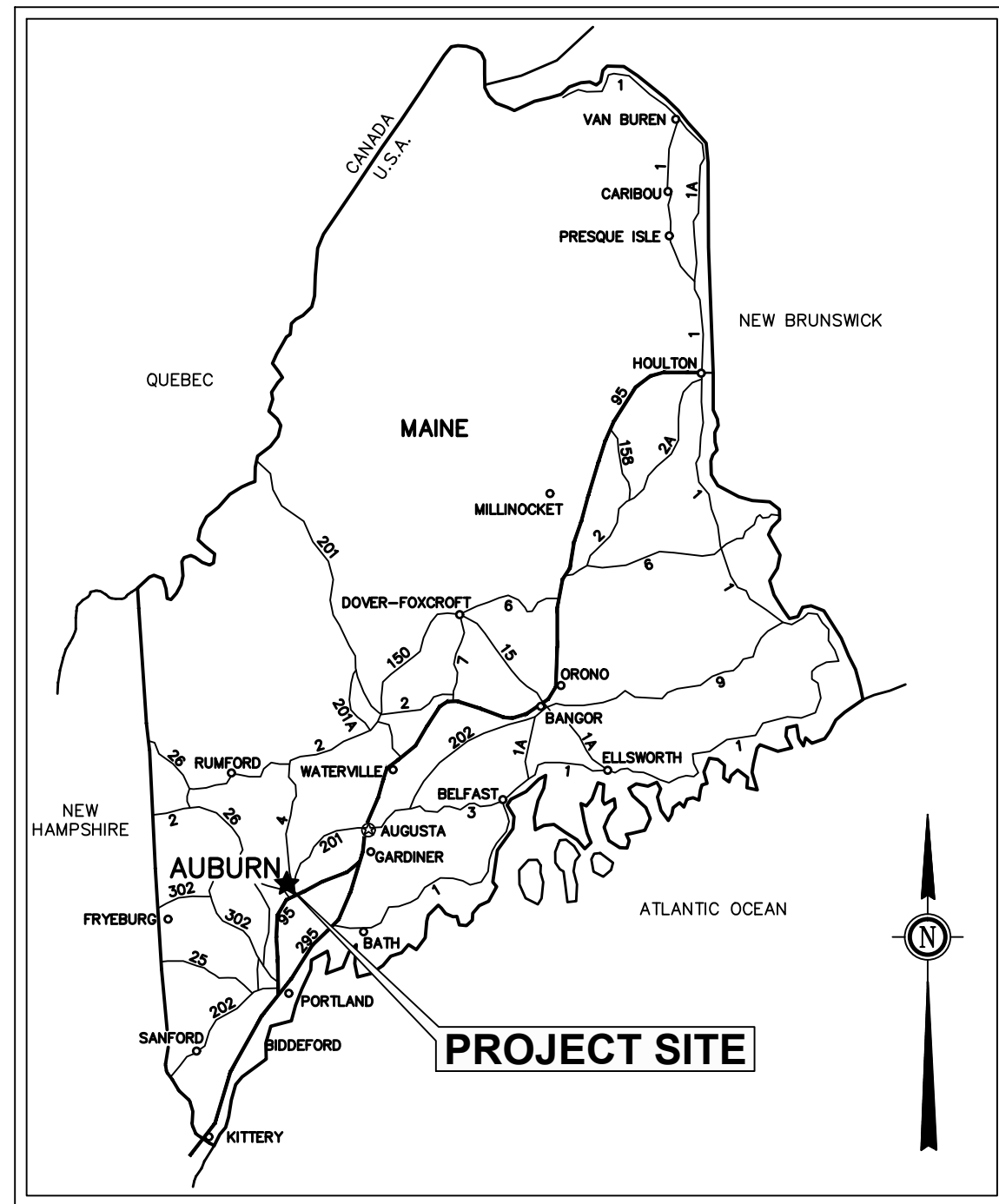
This memo serves to provide background information for my recommended course of action as the airport pursues the installation of a 100LL/AvGas self-serve system. Beginning shortly after the installation of the new fuel farm, the Board of Directors and airport management discussed the long-term revenue benefits from a self-serve system for AvGas customers. Recognizing that 24-hour access would make LEW more attractive to transient customers and generate revenue outside of staffed hours, the airport proactively secured an outdoor fuel point of sale system (QTPod) and requested funding from both airport sponsors (the two cities) to implement.

While debate continued for well over a year on where and how to install self-serve, it was discovered last spring that only one city had appropriated funds for this project. In FY2024, Auburn allocated its targeted 50% share of the project to allow for location selection, engineering, and bidding to move forward. Gale Associates, under their previous general engineering services contract with the airport, was hired to design the relocation of the 100LL tank and associated infrastructure for the self-serve system and manage the bid process. In July of 2023, an RFP was issued and yielded one bid for \$287,662.66, far exceeding our engineer's estimate of \$123,000-\$150,000 and the funds allocated to the project between the two sponsors. The bid was rejected on September 1, 2023

In the interest of advancing the project, a meeting was held with Simard and Sons late last fall, a contractor familiar with the airport and with an extensive track record of work with both Lewiston and Auburn. The discussion was focused on their awareness of the RFP and the project's design. Following this meeting, the focus shifted to ensuring that the Office of State Fire Marshal would permit the relocated system. Under a limited contract with Simard and Sons, the airport received approval from the state to amend our permit and to proceed with the chosen location.

As a follow-up to the permitting, the airport requested Simard and Sons provide a proposal for the construction of the self-serve system and that proposal was received in February and has been under review by airport operations. That proposal, with labor and materials, is within the range of the original engineer's estimate. It should be noted that Simard and Sons was not provided with the engineer's estimate, nor did they have the engineer's estimate number communicated to them.

The airport finds the Simard and Sons proposal to be reasonably priced, along with its value engineering recommendations that should assist with the project delivery. Given the airport's urgent financial interest to execute this project in the current construction season, to support the need for revenue growth, to hedge against ongoing construction inflation with this project, and the market's response to the previous RFP, I am requesting the board authorize a waiver of competition (not requiring a second RFP process) and authorize the execution of a contract with Simard and Sons.



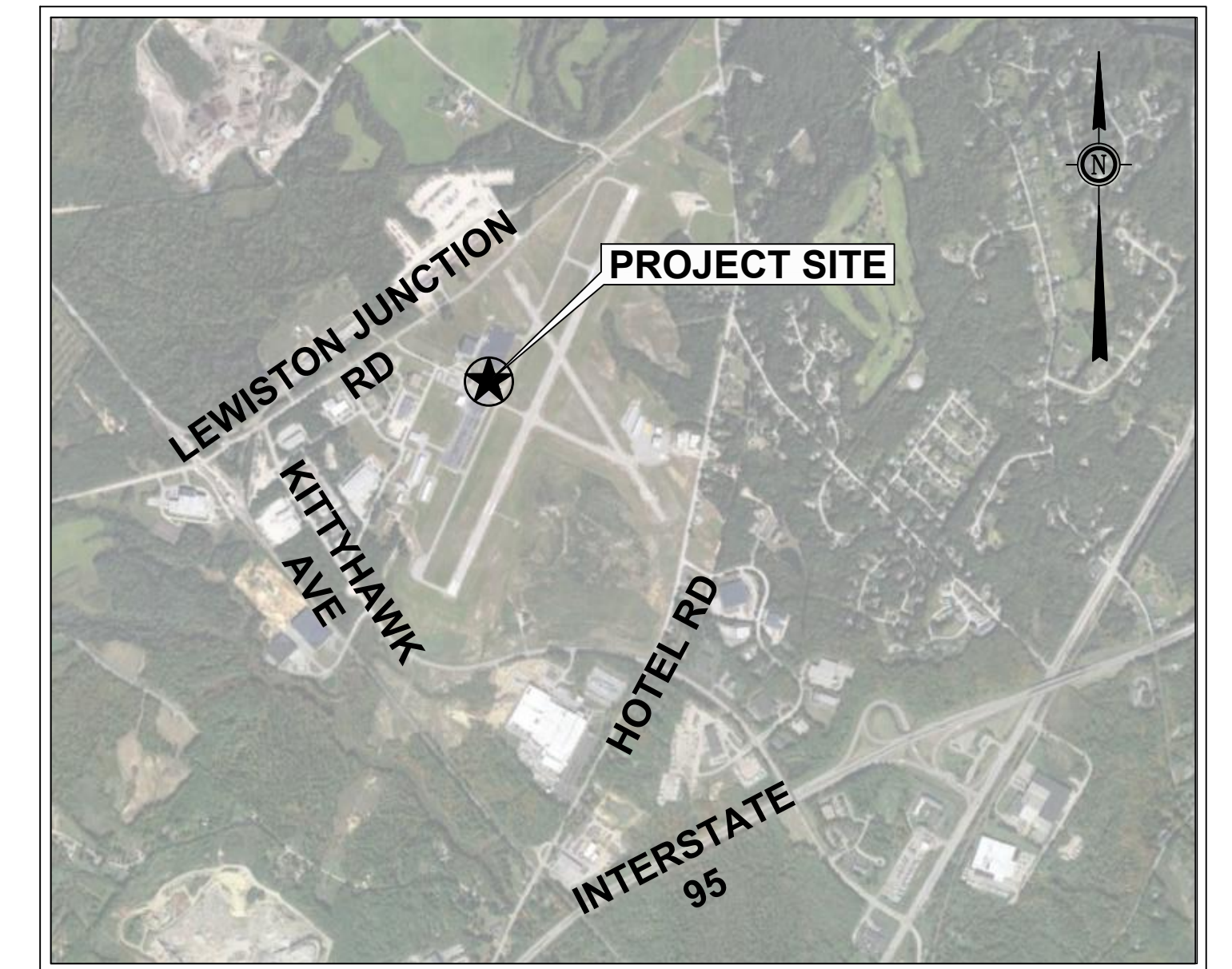
LOCATION MAP
SCALE: 1" = 40 MILES

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

CITY OF AUBURN, MAINE
AUBURN-LEWISTON AIRPORT

APPROVED _____
MR. JONATHAN LABONTE - CHAIRMAN, BOARD OF DIRECTORS

DATE _____

APPROVED _____
TBD, AIRPORT MANAGER

DATE _____

ENGINEER'S STATEMENT REGARDING COMPLIANCE

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 NOVEMBER 17, 2022. KNOWN DEVIATIONS FROM FAA STANDARDS WERE APPROVED BY FAA IN LETTERS DATED NONE AND ARE DISCUSSED IN THE PROJECT ENGINEERING REPORT AND/OR OTHER OFFICIAL PROJECT DOCUMENTS.

BY _____
ADAM W. CUTLER, PE
GALE ASSOCIATES, INC.

DATE _____

MAJOR ITEM QUANTITIES

ITEM	DESCRIPTION	QUANTITY
N/A	N/A	N/A

PREPARED BY



Connecticut | Florida | Maine | Maryland
Massachusetts | New Hampshire | Virginia

Gale Associates, Inc.
Engineers Architects Planners

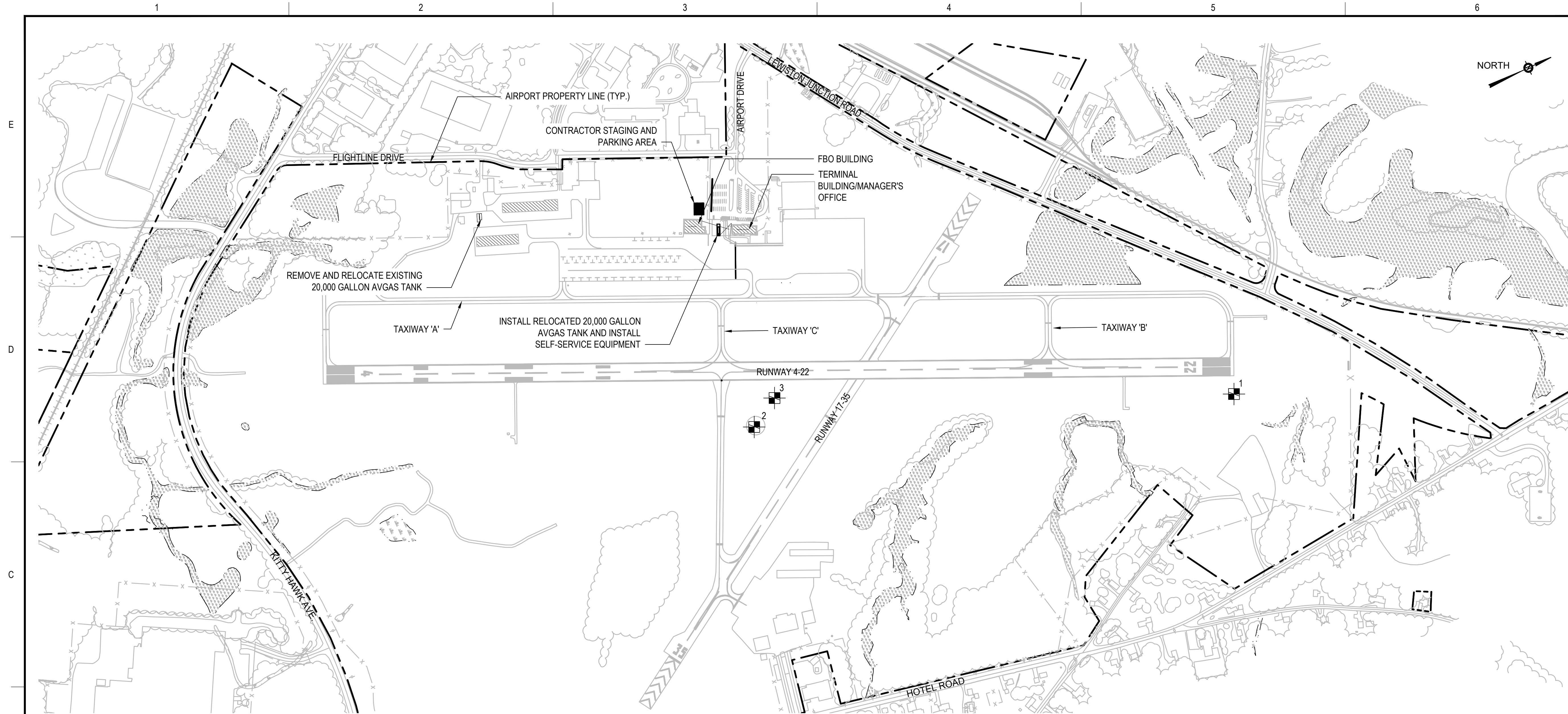
6 Bedford Farms Dr., Suite 101 | Bedford, NH 03110
P 603.471.1887 F 603.471.1809 www.gainc.com

BID SET

DRAWING NO.

G1.1

SHEET 1 OF 6



GENERAL PLAN
SCALE: 1"=300'

LEGEND

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

GENERAL PLAN NOTES:

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

SURVEY CONTROL NOTES:

1. SURVEY CONTROL POINTS HAVE BEEN PROVIDED TO ASSIST THE CONTRACTOR IN ESTABLISHING HORIZONTAL AND VERTICAL CONTROL FOR THE LAYOUT OF WORK ON THIS PROJECT.
2. 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.
3. 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.
4. 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.
5. 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'

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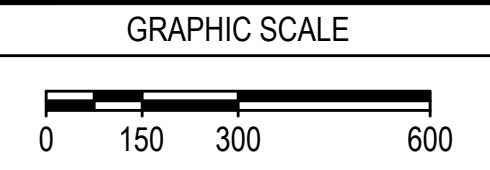
BID SET

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'		



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.



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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		NOT TO SCALE	

GRAPHIC SCALE

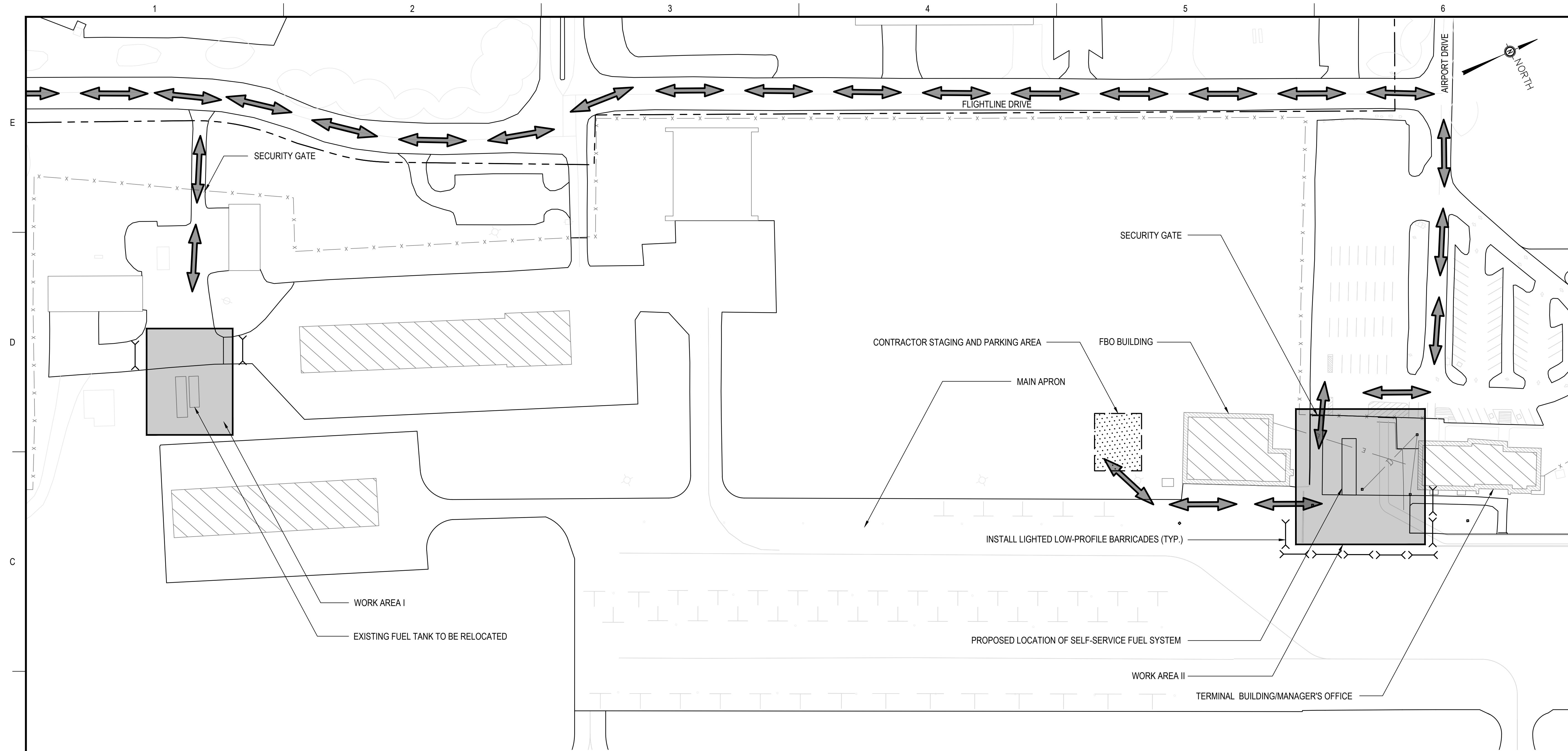


SHEET TITLE

SAFETY AND PHASING NOTES

DRAWING NO.

S2.1



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 Engineers and Planners
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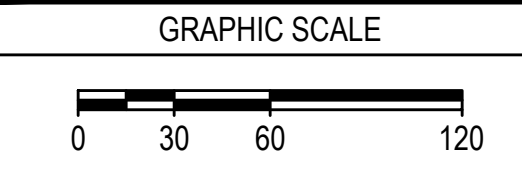
BID SET

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

SAFETY AND PHASING PLAN

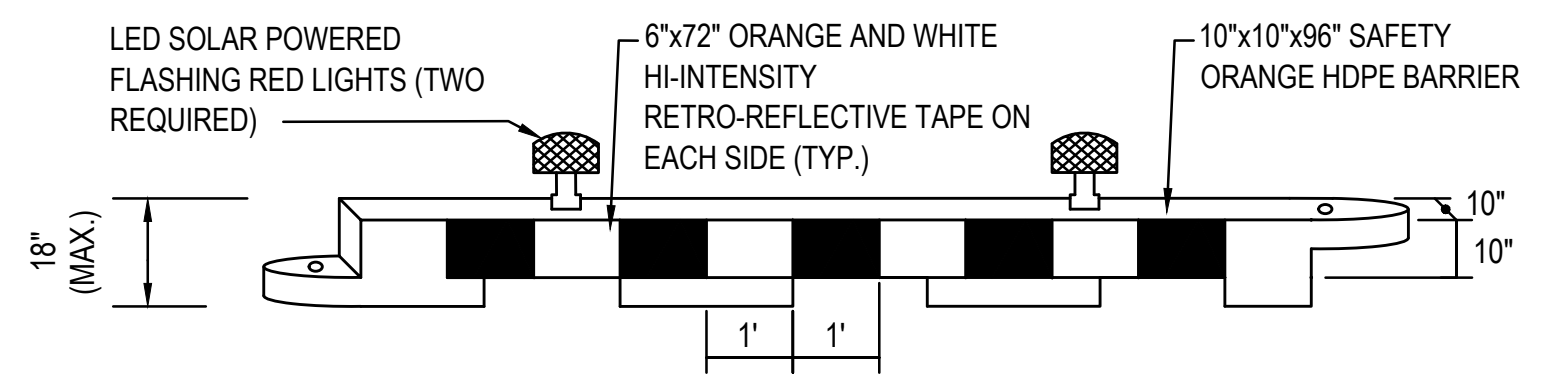
SCALE: 1" = 60'

LEGEND:

- - - AIRPORT PROPERTY LINE
- ▭ WORK AREA
- ▨ CONTRACTOR STAGING AND PARKING AREA
- ◊ LIGHTED LOW-PROFILE BARRICADES
- CONSTRUCTION FENCE
- D EXISTING DRAINAGE PIPE
- E EXISTING ELECTRICAL DUCT
- ↔ HAUL ROUTE

NOTES:

1. FOR WORK AREA AND HAUL ROUTE NOTES, SEE DWG. NO. S2.1.

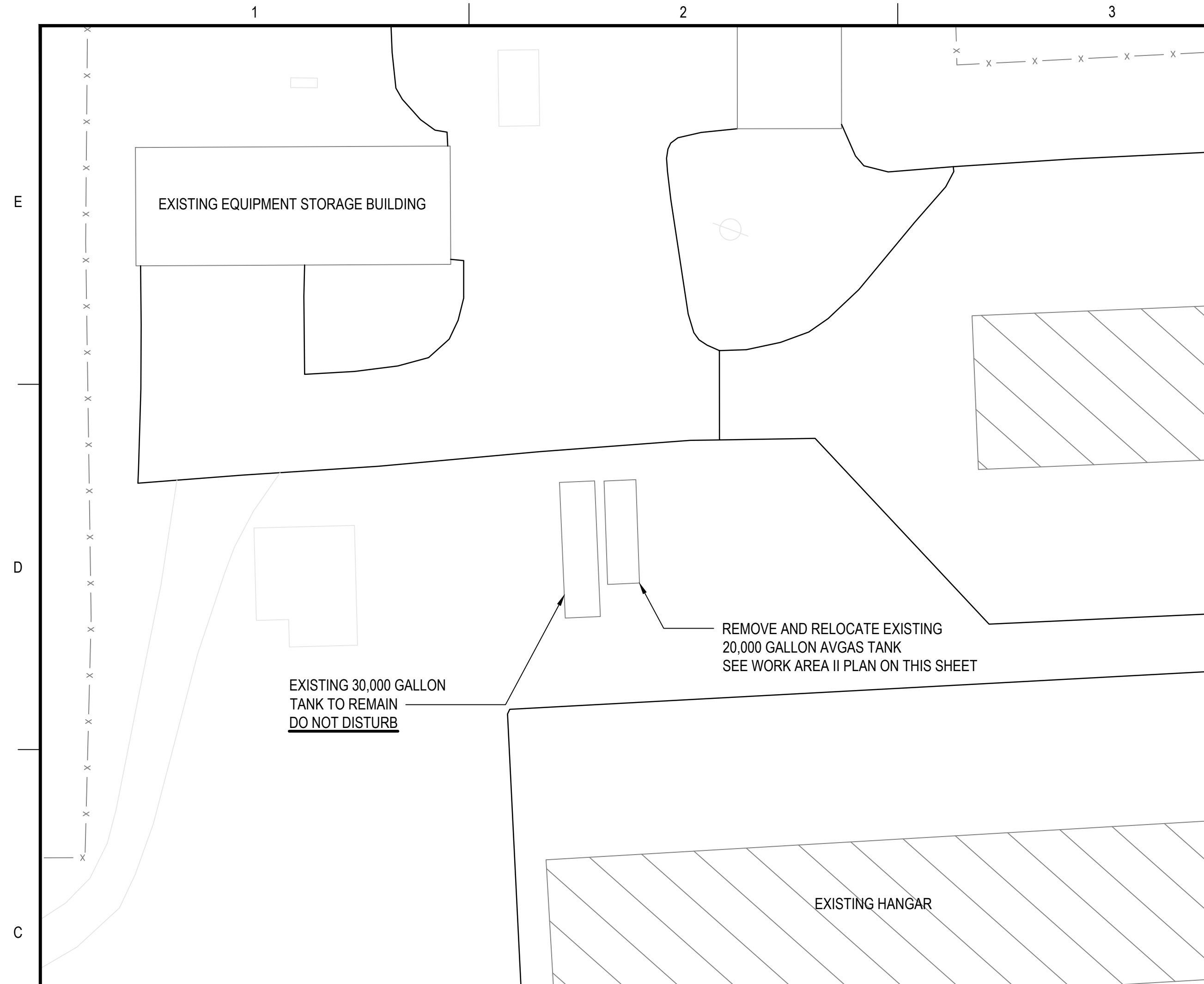


TYPICAL PLASTIC TYPE LIGHTED BARRICADE NOTES:

1. 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".
2. BARRICADES SHALL BE PLACED ALONG THE LIMITS OF THE PHASES OF WORK, AS SHOWN IN THIS SHEET TO DELINEATE THE CONTRACTOR'S WORK AREAS.
3. PLASTIC TYPE LIGHTED BARRICADES SHALL BE ORANGE IN COLOR WITH SAFETY ORANGE AND WHITE STRIPED HI-INTENSITY RETRO-FLECTIVE TAPE ON EACH SIDE.
4. ALL BARRICADES SHALL BE CHECKED VISUALLY FOR SIGNS OF WEAR AND TEAR ON A WEEKLY BASIS AND REPLACED AS NEEDED.
5. ALL LIGHT FIXTURES SHALL BE VERIFIED OPERATIONAL BY THE CONTRACTOR ON A DAILY BASIS AND REPLACED AS NEEDED.
6. THE COST TO PROVIDE, INSTALL, AND MAINTAIN THESE DEVICES IS NOT A SEPARATE PAY ITEM, BUT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
7. BARRICADES SHALL BE FILLED WITH WATER.
8. BARRICADES SHALL BE PLACED CONNECTED TO ONE ANOTHER WITH NO SPACING BETWEEN BARRICADES.
9. ANY BARRICADES DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT NO ADDITIONAL COST TO THE AIRPORT.
10. 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.

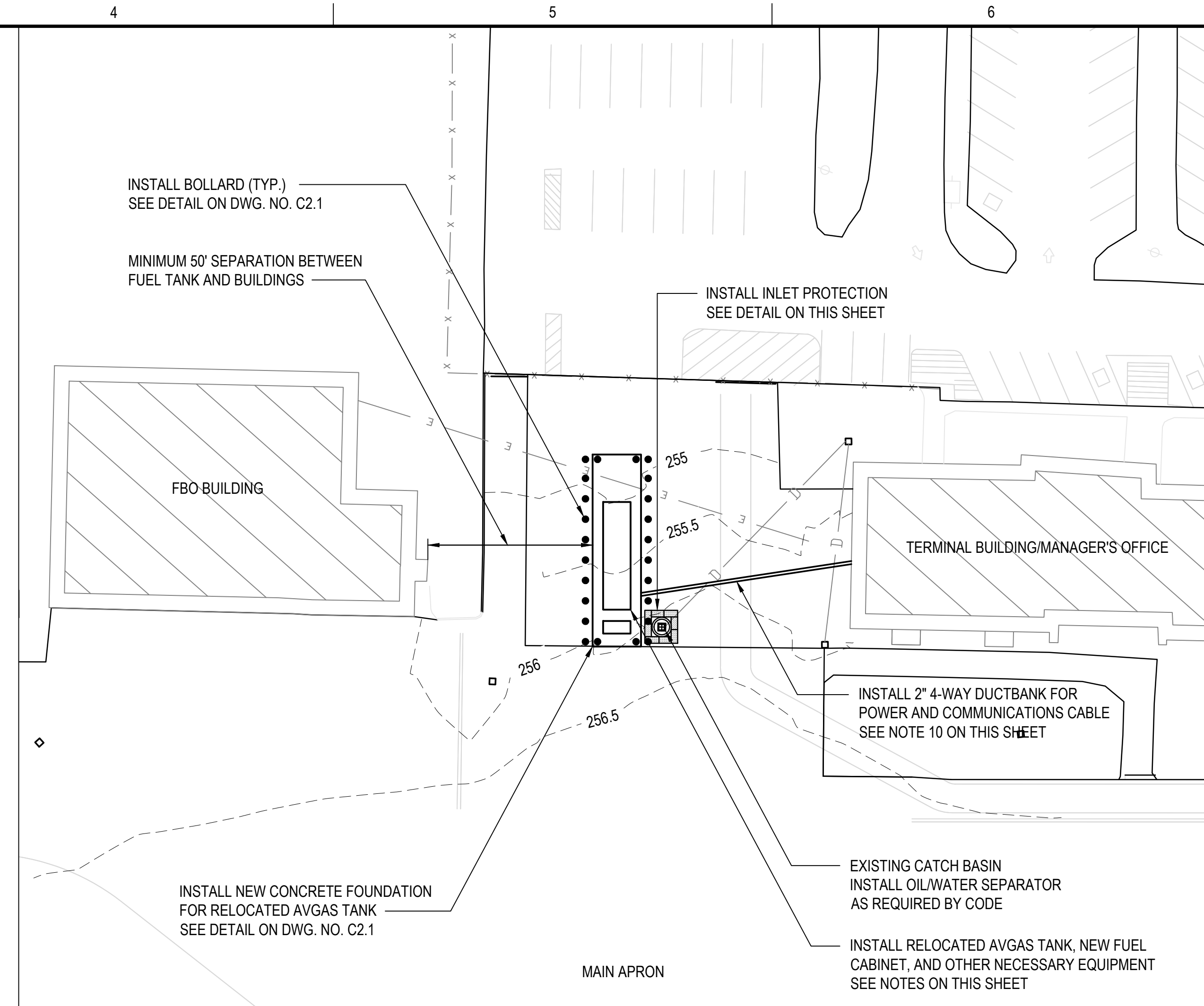
TYPICAL PLASTIC TYPE LIGHTED BARRICADE DETAIL

N.T.S.



WORK AREA I SITE PLAN

SCALE: 1" = 30'



WORK AREA II SITE PLAN

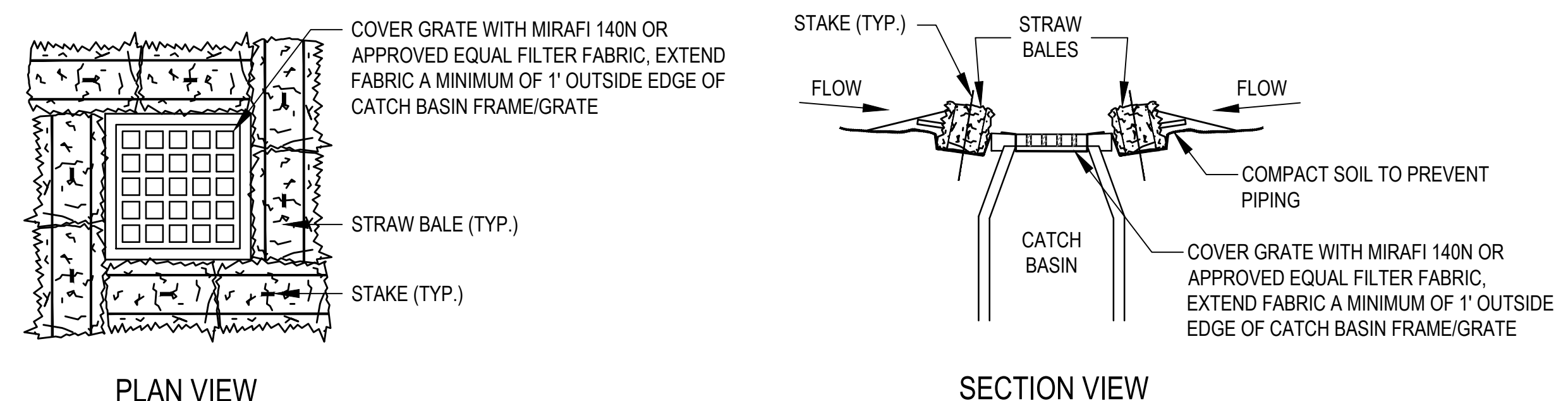
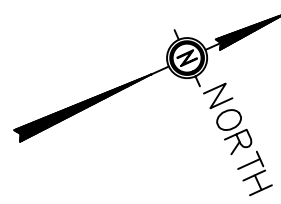
SCALE: 1" = 30'

LEGEND:

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

NOTES:

1. FOR SAFETY AND PHASING INFORMATION, SEE DWG. NOS. S1.1 AND S2.1.
2. 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.
3. FUEL TANK MUST BE LOCATED A MINIMUM OF 50 FEET FROM ANY BUILDING OR STRUCTURE.
4. 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.
5. POWER, COMMUNICATION, AND MONITORING CABLING SHALL BE FIELD-LOCATED BY THE CONTRACTOR AND APPROVED BY THE AIRPORT PRIOR TO INSTALLATION.
6. THE CONTRACTOR WILL BE RESPONSIBLE TO APPLY FOR AND OBTAIN ALL NECESSARY PERMITS/APPROVALS REQUIRED BY THE AUTHORITIES HAVING JURISDICTION OVER THE WORK.
7. 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.
8. 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.
9. 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.
10. 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.



PLAN VIEW

SECTION VIEW

STRAW BALE CHECK DAM AT CATCH BASIN NOTE:

1. 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.
2. SILT SACKS MAY ALSO BE USED FOR INLET PROTECTION, IF PREFERRED BY THE CONTRACTOR.

INLET PROTECTION 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
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Massachusetts | New Hampshire | Virginia

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BID SET

RELOCATE FUEL TANK AND INSTALL SELF-SERVICE EQUIPMENT

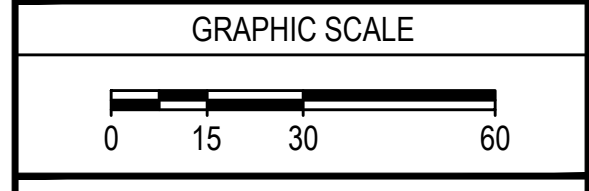
PROJECT

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'		

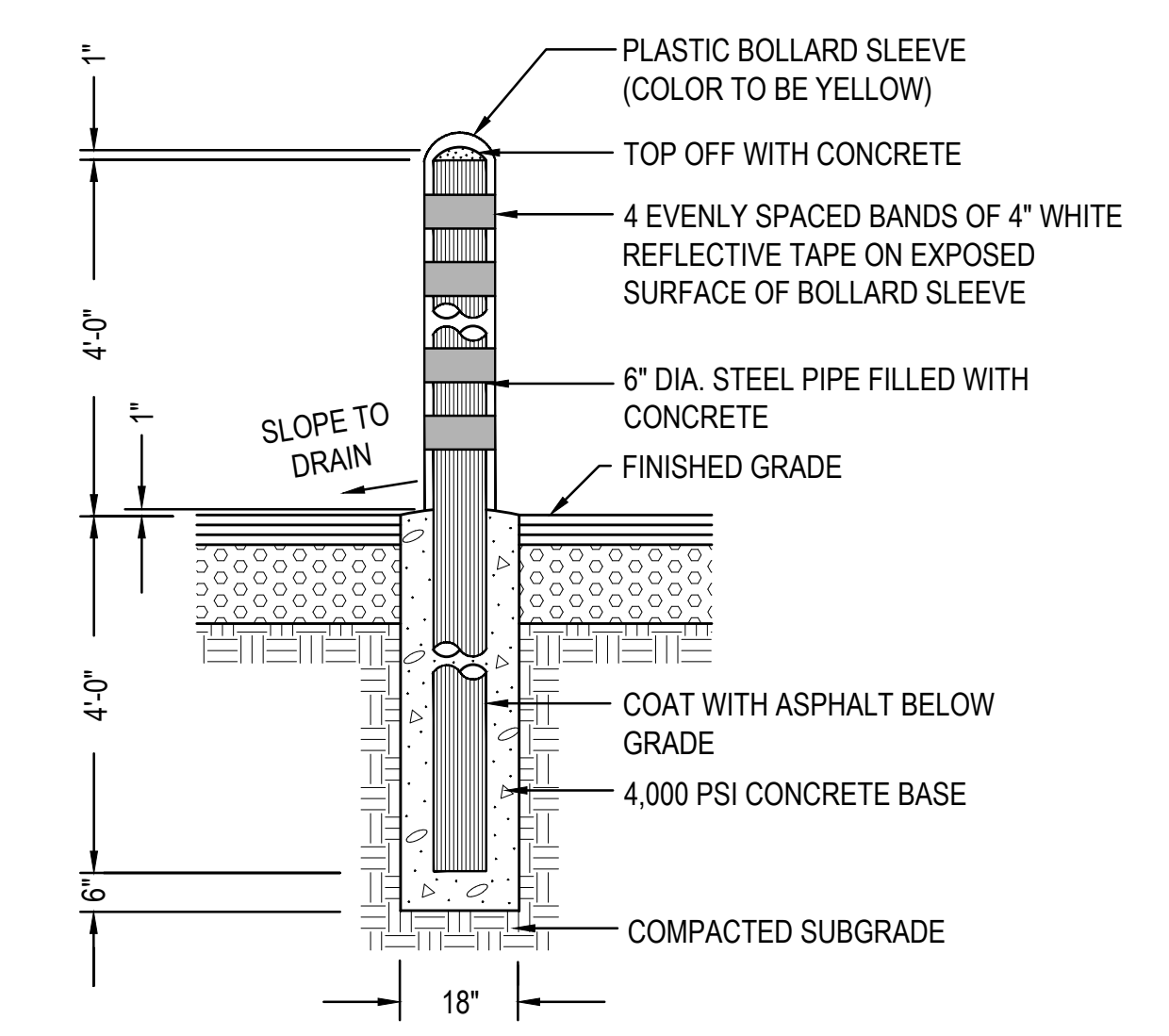
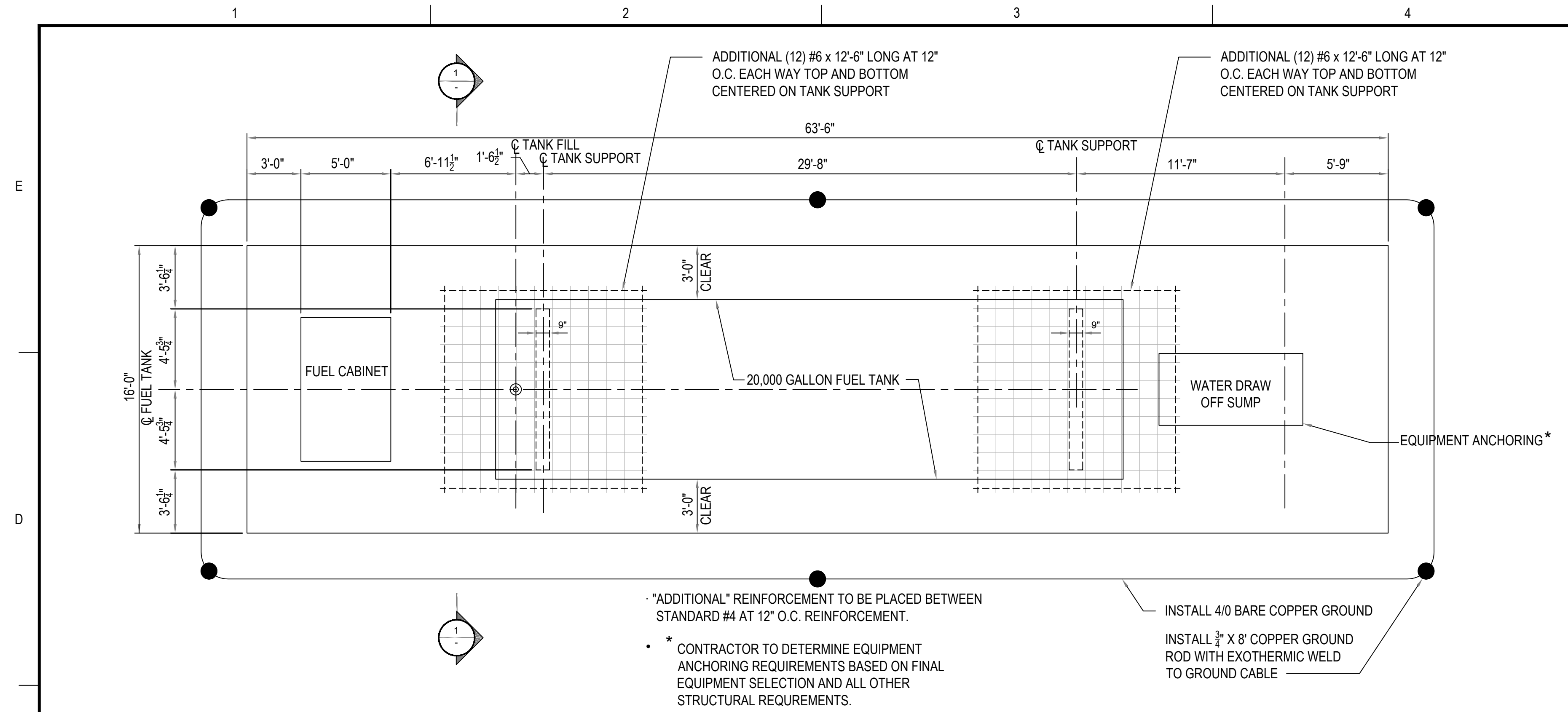


SHEET TITLE

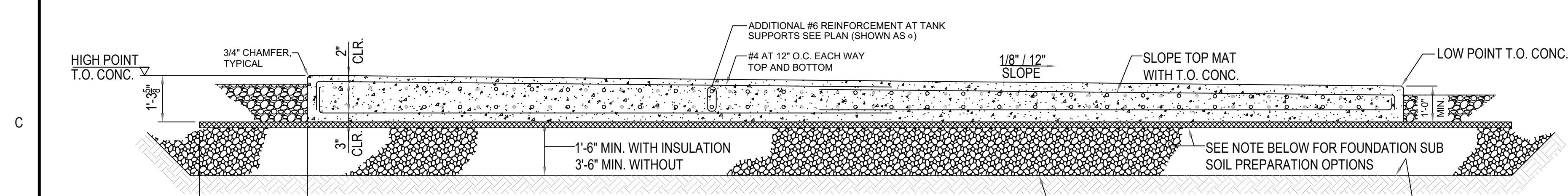
SITE PLAN

DRAWING NO.

C1.1



TYPICAL 6" PIPE BOLLARD DETAIL



FOUNDATION SUB SOIL PREPARATION OPTIONS:

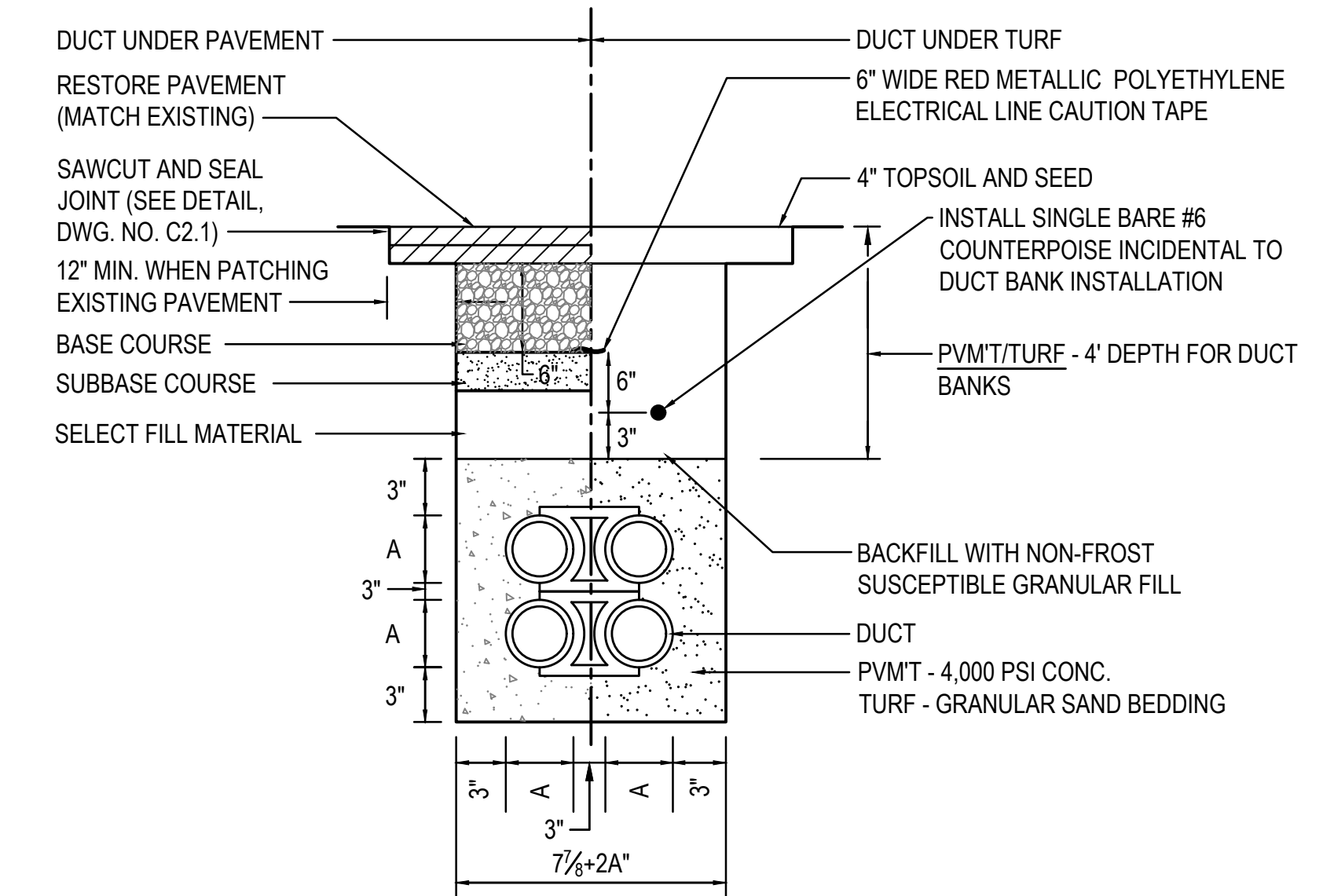
OPTION A:
EXCAVATE 2.5' MINIMUM AND REPLACE WITH 1.5' NON-FROST SUSCEPTIBLE STRUCTURAL FILL BELOW FINISHED TOP OF CONCRETE ELEVATION. INSTALLED AND COMPACTED STRUCTURAL FILL IN ACCORDANCE WITH GEOTECHNICAL RECOMMENDATION. SEEN SECTION ABOVE FOR ADDITIONAL PREPARATION REQUIREMENTS. INSULATED BETWEEN STRUCTURAL FILL AND CONCRETE FOUNDATION WITH 2" OF EXTRUDED POLYSTYRENE INSULATION EXTENDING PAST FOUNDATION LIMITS A MINIMUM OF 3' ON ALL SIDES.

OPTION B:
EXCAVATE 4.5' MINIMUM AND REPLACE WITH 3.5' NON-FROST SUSCEPTIBLE STRUCTURAL FILL BELOW FINISHED TOP OF CONCRETE ELEVATION. INSTALLED AND COMPACTED STRUCTURAL FILL IN ACCORDANCE WITH GEOTECHNICAL RECOMMENDATION. SEE SECTION ABOVE FOR ADDITIONAL PREPARATION REQUIREMENTS. NO INSULATION IS REQUIRED WITH THIS OPTION.

FOUNDATION PLAN

NOTE:

1. CONTRACTOR SHALL PROVIDE CONNECTIONS TO GROUND GRID FOR REBAR AND ALL FUEL SYSTEM EQUIPMENT USING #6 BARE COPPER GROUNDING CABLE AND EXOTHERMIC WELDING.



4-WAY CONCRETE ENCASED/UNENCASED DUCT NOTES:

1. THE DUCT BANK SHALL BE COMPLETED INSTALLED BELOW THE PROPOSED PAVEMENT BOX.

2. THE DUCT BANK SHALL BE INSTALLED AT THE LOCATIONS SHOWN ON THE PLANS.

4-WAY CONCRETE ENCASED/UNENCASED DUCT DETAIL

N.T.S.

GALE
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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 - 05 - C21		
DESIGNED BY	AWC		
DRAWN BY	AWC		
CHECKED BY	NAI		
DATE	JULY 2023		
DRAWING SCALE	NOT TO SCALE		

GRAPHIC SCALE

SHEET TITLE

CONSTRUCTION DETAILS

DRAWING NO.

C2.1

6 OF 6



3 Trident Drive, Lewiston, Maine 04240 & 735 Main Road North, Hampden, Maine 04444
(207) 783-0297 * (800) 244-0297 * Fax (207) 782-7108

February 13, 2024

Auburn Lewiston Municipal Airport
Jonathan LaBonte
80 White Hanger Drive
Auburn Maine 04210

RE: Relocation of 20,000 gallon AVGAS Tank

Jonathan,

The following is a cost estimate to relocate the existing 20,000 gallon AVGAS tank to a location between the FBO and terminal. I have looked at the location and figured the below proposal based on current conditions. This is a design build spec.

- Empty existing AVGAS tank/lines to allow tank to be purged gas free prior to relocation.
- Disassemble existing AVGAS equipment from tank, pump skid, meter, etc.
- Provide crane to load/transfer tank to new on-site location. Includes FAA permit for crane.
- Pour concrete base pad to allow relocation of tank. Tank pad approximately 63' 6" x 16' x 12" thick with #4 rebar 12" o.c./each way, 4000# mix with ¾ chamfer, light broom finish.
- Ground rebar to copper grounding rod.
- Prep pad area with 18" processed ground compacted in 6" lifts. **No insulation under pad.*
- No asphalt paving is included in this proposal. We can provide a cost per square foot once pad is in place.
- Provide all necessary electrical conduit/wire for all pumps, hose reels and monitoring equipment.
- Re-use existing Veeder Root probe/sensor. A new Veeder Root TLS-4B console will be supplied /installed to monitor relocated tank.
- Anchor all equipment to new pad.



- Supply and install (1) electrical solenoid valve, pulser and hose reel with 75' of 1" hose and new avgas fueling nozzle.
- Install owner supplied Fuel Management System, QT Pod to tie into existing meter with pulser.
**QT Pod software upgrades not included as this existing unit has been at the airport for a few year.*
- Provide completed system startup after product delivery is made. All filters changed and a complete Annual Inspection will be completed prior to turning over system.
- Provide concrete jersey barriers around new tank location as needed.
- Gale plan shows oil/water separator as required by code. This is not included; not sure what code is calling for this. I do not recall one at the other tanks nor any bollards or guard rail protection.
- Meet with airport management to devise a safety plan and marked out construction area. Lighted barricades around area as needed, provided by the airport.
- Airports existing SPCC plan will need to be modified with tank relocation, by others.

Labor & Materials: \$152,241.00
(Price valid for 30 Days)

Exclusions: *Any repairs to existing equipment, any unknown utilities, asphalt paving, fuel management system or system upgrades, asphalt striping, airport specific signage, lighted construction barricades.*

Sincerely,



Elwin "Scottie" Scott Jr.
President

Terms of Financing:
50% due upon acceptance
50% due upon start up

Signature of Acceptance: _____
(Jonathan LaBonte) (Date)

