



**TENTATIVE AGENDA**  
**PUBLIC HEARINGS FOR FISCAL 2026 MUNICIPAL, WASTEWATER, & SCHOOL BUDGET ADOPTIONS**  
**and the REGULAR TOWN COUNCIL MEETING in COUNCIL CHAMBERS and via Zoom**  
**Thursday, April 24, 2025 at 5:30 PM**

‘This is a fragrance-free building. Please help us to accommodate our co-workers and clients who are chemically sensitive to fragrances and other scented products. Thank you for not wearing perfume, aftershave, scented hand lotion, fragranced hair products, and or similar products.’

1. Roll Call
2. Pledge of Allegiance
3. Adjustments to the Agenda: Addition – Order #116-2025 Authorization of Airport Improvement Grant Applications and Construction Phase Services Contract
4. Approval of the Minutes: none
5. Special Presentations: none
6. ORDER #64-2025 **2<sup>nd</sup> Public Hearing** for the Fiscal 2026 Municipal and Wastewater Budgets
7. ORDER #65-2025 **1<sup>st</sup> Public Hearing** for the Fiscal 2026 School Budget
8. ORDER #66-2025 General Administration Departments
9. ORDER #67-2025 Community & Economic Development Departments
10. ORDER #68-2025 Public Safety and Protection Departments
11. ORDER #69-2025 Public Works Departments
12. ORDER #70-2025 Community and Recreation Services Departments
13. ORDER #71-2025 Debt Services and Interest Department
14. ORDER #72-2025 Capital Improvements Departments
15. ORDER #73-2025 Anticipated Revenues and Transfers
16. ORDER #74-2025 Transfer of Funds from Designated Dog Fee Revenue Reserve Account for the Care of Animals
17. ORDER #75-2025 Transfer of Funds from Fund Balance Account
18. ORDER #76-2025 County Tax
19. ORDER #77-2025 Acceptance of State of Maine Funds

20. ORDER #78-2025 Approval of Written Policy Concerning Disbursement of State Fees
21. ORDER #79-2025 Disbursement of Employees Wages and Benefits
22. ORDER #80-2025 Payment of Property Taxes for Multiple Years
23. ORDER #81-2025 Wastewater Department Anticipated Revenues and Transfers
24. ORDER #82-2025 Wastewater Department Operations
25. ORDER #83-2025 Payment of Sewer Bills for Multiple Bills
26. ORDER #84-2025 Appropriation for System Administration (School)
27. ORDER #85-2025 Appropriation for School Administration
28. ORDER #86-2025 Appropriation for Regular Instruction
29. ORDER #87-2025 Appropriation for Special Education
30. ORDER #88-2025 Appropriation for Student and Staff Support
31. ORDER #89-2025 Appropriation for Other Instruction
32. ORDER #90-2025 Appropriation for Facilities Maintenance
33. ORDER #91-2025 Appropriation for Transportation and Buses
34. ORDER #92-2025 Appropriation for Debt Services and Other Commitments
35. ORDER #93-2025 Appropriation for All Other Expenditures
36. ORDER #94-2025 Total Cost of Funding Public Education
37. ORDER #95-2025 Annual Payments on Debt Service
38. ORDER #96-2025 Additional Local Funds
39. ORDER #97-2025 Funding of Public Education
40. ORDER #98-2025 Appropriation for Adult Education
41. ORDER #99-2025 Regional Vocational Adult Education Operating Budget
42. ORDER #100-2025 Acceptance of State, Federal or Other Sources of Funds
43. ORDER #101-2025 Acceptance of Enterprise and Agency Funds
44. ORDER #102-2025 FY26 International Program Budget  
(Used Out of Rotation)
45. ORDER #113-2025 Additional Local Dollars in Support of the Food Service Program
46. ORDER #114-2025 Regional Vocational Operating Budget

47. ORDER #115-2025 Appropriation for Career and Technical Education

## **REGULAR TOWN COUNCIL MEETING**

**Unfinished Business: N/A**

### **New Business:**

48. ORDER #103-2025 Execution of the Town Warrant for April 24, 2025

49. ORDER #104-2025 Execution of the Wastewater Warrant for April 24, 2025

50. ORDER #105-2025 Date, Time, Place, Warden

51. ORDER #106-2025 Processing Absentee Ballots

52. ORDER #107-2025 Office Hours of the Registrar

53. ORDER #108-2025 Approval of Re-Appointment of Health Officer – T. Malcolm

54. ORDER #109-2025 Approval of Victualer License Application – Subway, LLC

55. ORDER #110-2025 Approval of Victualer License Application – Katahdin Breads & Threads

56. ORDER #111-2025 Approval of Victualer License Application – Gather INN

57. ORDER #112-2025 Amendment to General Bond Obligation Note Dated May 16<sup>th</sup>, 2024

(Used Out of Rotation)

58. ORDER #116-2025 Authorization of Airport Improvement Grant Applications and Construction Phase Services Contract

59. Reports and Communications:

- a. Warrant Committee for the May 8, 2025, Council Meeting will be Councilor Pelletier and Councilor Bragdon
- b. Chair's Committees Reports
- c. Two Minute Public Comment

60. Adjournment

Zoom:

<https://us02web.zoom.us/j/2906301567>

**Meetings are open to the public for in person attendance and via Zoom.**

**The Town of Millinocket supports optional face masks/coverings and social distancing.**

Submit any public comments to the Town Manager prior to the meeting: [manager@millinocket.org](mailto:manager@millinocket.org) or call (207) 723-7000 Ext.5 to make special arrangements. Meetings are also available via Zoom and Youtube Channel. Find all direct links on our website: [Millinocket.org](http://Millinocket.org).

**\*\*Stay Healthy, Stay Safe\*\***



# Millinocket

Maine's Biggest Small Town

**Town of Millinocket**

197 Penobscot Avenue

Millinocket, Maine 04462

Manager@Millinocket.org [www.millinocket.org](http://www.millinocket.org)

207-723-7000 Ext 5

## **Citizen Guide to Town Council Meetings**

This is an overview of information related to Council Meetings. We hope it is helpful to understanding the process. Thank you for participating in our local government. The town meeting is a place where the public is encouraged to participate. Below are some of the terms:

- **Order** – Item of business to be proposed (motioned) to council for discussion and vote.
- **Motion** – A Councilor proposal to the whole Council for discussion and vote. This could include an Order, an Amendment, or other. Any councilor can make a motion at any point in time during a Town Council meeting, regardless of whether it is on the agenda or not.
- **Second** – A “second” is used when a councilor supports an order to be discussed and voted upon. Without a “second” an order or motion does not get discussed or voted on.
- **Amendment** – A change to an original order, which can be motioned by a councilor and approved or voted down by the whole council.
- **Minutes** – Summary of past meetings, including votes and discussion, that needs Council approval for officially entering the record.
- **Parliamentary Procedure**—This is the protocol used and questions go to the Council Chair. The Council follows Robert’s Rules of Order. The Council adopted additional procedures at the initial session of a new term.
- **Warrant** – a list of articles for items the Council may act on, which usually comes in the form of approving expenditures.
- **Mil Rate** – Tax rate. The tax rate determines what is paid in property taxes. It is stated in “so many dollars per thousand dollars of valuation.” Residential property owners may want to seek homestead exemptions or Veteran’s exemptions (for qualified veterans) to potentially lower their property tax rate, which may be done through the town’s Tax Assessor.
- **Two Minute Public Comment** – Typically the last agenda item provides any member of the public an opportunity to express general concerns, thoughts, or feedback publicly. The Council invites any and all people to speak. Each member of the public will be allowed to speak for a period of not more than two minutes and the Council shall not enter into a debate or a question-and-answer session unless the question can be answered in a brief statement without a debate. This will be at the discretion of the Council Chair.
- **Executive Sessions** – These are private meetings held by the Council when certain matters must be kept confidential to protect other parties, as required by US and/or Maine law, Town Charter, or by contract. This could include personnel issues, legal issues, economic development issues or other. No Action by the Council can be taken in Executive Session—only in public Council meetings can any vote or decision be made by the Council.

- **To ask questions** or offer feedback during Town meetings, the public may do so within the public comment period of each order on the agenda. Any Councilor motion will be open to both the Council and the Public for discussion.

The public is asked to be respectful and orderly. It is of the Council Chairman's discretion to determine whether a public comment is disrespectful or inappropriate in nature, at which point the Chairman may request the ceasing of comment or removal of the public member.

Millinocket publishes the draft agendas on the website and Facebook prior to meetings. If you have questions, you may ask the manager and/or a Town Councilor before the meeting. The town website is [www.millinocket.org](http://www.millinocket.org).

**HOW CAN I GET MORE INVOLVED?** Come up and speak or submit a written statement to the Council Chairman and/or Town Manager. The Town Council is always seeking public input to ensure all perspectives, beliefs and desires of the public are considered.

**Want to do more?** Become an appointed member of a committee or board such as the Planning Board, Events Committee, or Board of Appeals. The Town publishes these openings on the website, Facebook, and local newspaper. You may also request to serve on an existing subcommittee by filling out a form on the town website at:

<https://millinocket.org/government/committees-andboards/>.

**ORDER #116-2025**

**PROVIDING FOR** Authorization of Airport Improvement Grant Applications and Construction Phase Services Contract

**IT IS ORDERED** that the Millinocket Town Council authorizes the Town Manager to sign and submit all necessary documents pertaining to the attached FAA Airport Improvement Grant applications and Construction Phase Services contract with the Town's Airport Consulting Engineers, Hoyle Tanner & Associates, for the ongoing taxiway extension project.

**IT IS FURTHER ORDERED** that the combined total of \$633,314.00 be allocated from the Unassigned Fund Bance with the understanding that 97.5% of that total will be reimbursed to the Town, making the local out-of-pocket expense \$15,833.00.

**PASSED BY COUNCIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\*2. Type of Application

- ☒ New  
☐ Continuation  
☐ Revision

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

\* Other (Specify)

\*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

\*5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: Town of Millinocket, Maine

\*b. Employer/Taxpayer Identification Number (EIN/TIN):  
01-6000271

\*c. UEI:  
SMLLKENP2GK3

**d. Address:**

\*Street 1: 197 Penobscot Avenue

Street 2:

\*City: Millinocket

County/Parish: Penobscot

\*State: Province: ME

\*Country: USA

\*Zip / Postal Code 04462

**e. Organizational Unit:**

Department Name:  
Millinocket Municipal Airport

Division Name:

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

Prefix: \*First Name: Jeff

Middle Name:

\*Last Name: Campbell

Suffix:

Title: Airport Manager

Organizational Affiliation:  
Millinocket Municipal Airport

\*Telephone Number: 207-731-9906

Fax Number:

\*Email: airport@millinocket.org

**Application for Federal Assistance SF-424**

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

C: City or Township Government

**Type of Applicant 2: Select Applicant Type:**

Pick an applicant type

**Type of Applicant 3: Select Applicant Type:**

Pick an applicant type

\*Other (Specify)

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

Federal Aviation Administration

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

20.106

**CFDA Title:**

Airport Improvement Program

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

n/a

**\*Title:**

n/a

**13. Competition Identification Number:**

Title:

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

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

Extend Taxiway D (126 Linear Feet)

**Attach supporting documents as specified in agency instructions.**



**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\*2. Type of Application \* If Revision, select appropriate letter(s):

- ☒ New  
☐ Continuation \* Other (Specify)  
☐ Revision

\*3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

\*5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\*a. Legal Name: Town of Millinocket, Maine

\*b. Employer/Taxpayer Identification Number (EIN/TIN):  
01-6000271

\*c. UEI:  
SMLLKENP2GK3

d. Address:

\*Street 1: 197 Penobscot Avenue

Street 2:

\*City: Millinocket

County/Parish: Penobscot

\*State: Province: ME

\*Country: USA

\*Zip / Postal Code 04462

e. Organizational Unit:

Department Name:  
Millinocket Municipal Airport

Division Name:

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

Prefix: \*First Name: Jeff

Middle Name:

\*Last Name: Campbell

Suffix:

Title: Airport Manager

Organizational Affiliation:  
Millinocket Municipal Airport

\*Telephone Number: 207-731-9906

Fax Number:

\*Email: airport@millinocket.org

**Application for Federal Assistance SF-424**

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

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

Federal Aviation Administration

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

20.106

CFDA Title:

Airport Improvement Program

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

n/a

\*Title:

n/a

**13. Competition Identification Number:**

Title:

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

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

Extend Taxiway D (141 Linear Feet)

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: 2nd

\*b. Program/Project: 2nd

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

**17. Proposed Project:**

\*a. Start Date: 04/28/2025

\*b. End Date: 12/15/2026

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

*a. Federal	\$ 317,970
*b. Applicant	\$ 8,368
*c. State	\$ 8,367
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 334,705

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

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

**\*20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

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

☒ \*\* I AGREE

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

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: Peter \_\_\_\_\_

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

\*Last Name: Jamieson \_\_\_\_\_

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

\*Title: Town Manager

\*Telephone Number: 207-723-7000, x-5

Fax Number:

\* Email: manager@millinocket.org

\*Signature of Authorized Representative:

\*Date Signed:

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

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

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

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

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

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

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

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

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

According to real estate records obtained from the Town of Millinocket, the entire property contained within the Millinocket Municipal Airport is zoned AD, Airport Development Zone. It restricts non-compatible industrial and transportation activities. Current facilities within the airport boundary are directly related to aviation activities.

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

The Sponsor is not in default.

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

There is nothing that would preclude the successful completion of the project nor compliance with all grant assurances.

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

This project is consistent with the CIP and Master Plan.

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

The Sponsor has given fair consideration to the interest of the community.

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

The Sponsor has consulted with the all Airport users.

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

No public hearings were required by the proposed project.

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

Air and Water Quality Standards are not applicable for this project.

**PART II – SECTION C (Continued)**

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

There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

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

The Sponsor owns, in fee title, without adverse impact, all land shown on the Airport Property Map (Exhibit "A")..

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

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

There are no properties needing to be aquired for this job.

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

There are no properties needing to be aquired for this job.

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

### PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 604
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			35,902
5. Other Architectural engineering fees			7,874
6. Project inspection fees			14,401
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			275,924
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 334,705
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			334,705
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 334,705
19. Federal Share requested of Line 18			317,970
20. Grantee share			8,368
21. Other shares			8,367
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 334,705



SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <span style="float: right;">Total</span>	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	8,368
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	\$ 8,368
25. Other Shares	Amount
a. State	8,367
b. Other	
c. <b>TOTAL</b> - Other Shares	\$ 8,367
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 16,735</b>

SECTION E – REMARKS
(Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit "A" Property Map updated 12 August 2021 and submitted under AIP 3-23-0030-024-2021 (Hoyle Tanner Project # 21.390815.00) reflects the current information as of this date.</p> <p>The above mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.</p>

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

<b>PROJECT:</b> Extend Taxiway D (141 Linear Feet)
<b>AIRPORT:</b> Millinocket Municipal Airport
<b>1. Objective:</b>  This project includes construction costs and construction phase engineering fees for a 560 linear feet by 25 feet wide extension of Taxiway D that will serve future privately funded box hangars. Data collection, design, environmental permitting, and NEPA coordination were accomplished under AIP 3-23-0023-027-2024.
<b>2. Benefits Anticipated:</b>  Construction of the Taxiway will serve hangars that will generate revenue which will the allow the airport to maintain and improve airport infrastructure.
<b>3. Approach:</b> (See approved Scope of Work in Final Application)  Project Scope and Fee Summary, Project Schedule, Environmental Statement, DBE Statement, and Statement of Coordination with Airport Users all included in attached SECTION IV NARRATIVE.
<b>4. Geographic Location:</b>  North-Central Maine 12 miles west of I-95, 70 miles north of Bangor, 80 miles south of Trans-Canada Highway. Latitude 45°38'52.21" N and Longitude 068°41'8.02"W
<b>5. If Applicable, Provide Additional Information:</b>  
<b>6. Sponsor's Representative:</b> (include address & telephone number)  Hoyle, Tanner & Associates, Inc. 150 Dow Street, Manchester, NH 03101 Suzanne L. Sheppard, PE, 603-460-5217

**PART IV PROGRAM NARRATIVE  
GRANT APPLICATION FOR FEDERAL ASSISTANCE**

**Extend Taxiway D (141 Linear Feet)**

**MILLINOCKET MUNICIPAL AIRPORT  
MILLINOCKET, MAINE**

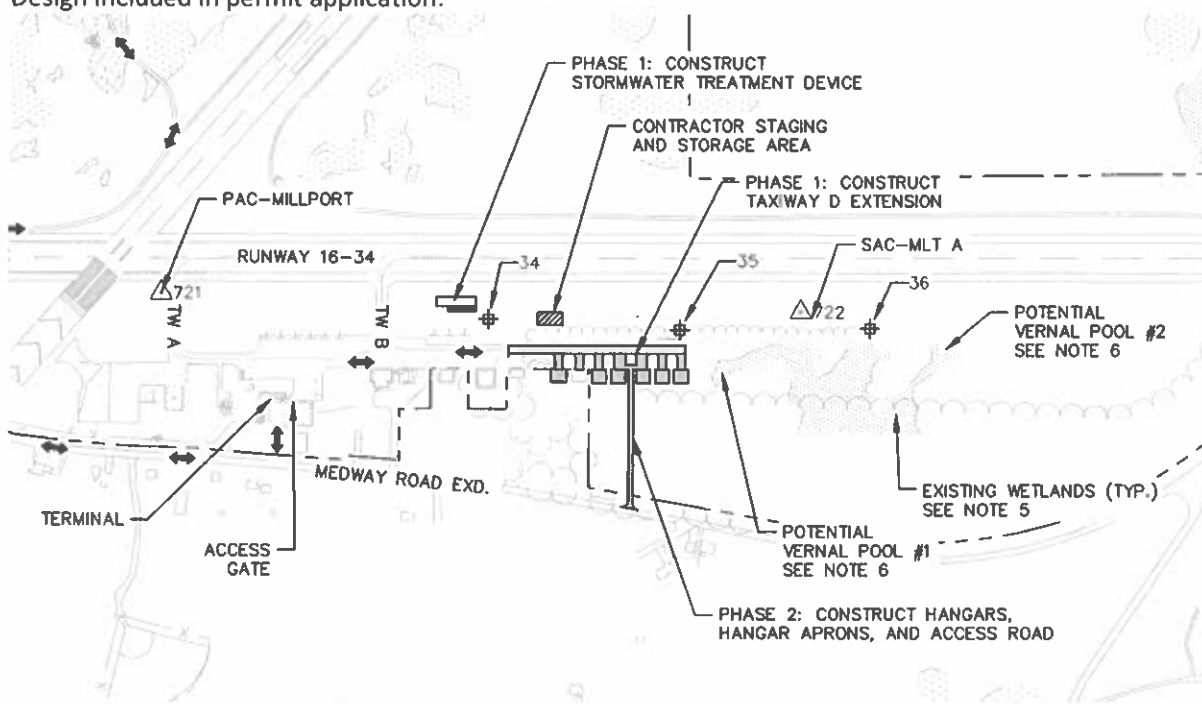
**IIJA AIG (BIL) PROGRAM FUNDED**

**PROJECT DESCRIPTION**

This project includes the project administration and construction services for construction of a taxiway for future hangar development and a stormwater treatment/storage device designed to treat impervious surfaces at the airport, including the new taxiway, that are required per Maine Department of Environmental Protection's (MaineDEP) regulations. A sketch of the proposed project is shown below.

This taxiway will accommodate the demand for more hangar space at the airport. This project is for the construction of a 560' x 25' taxiway and a subsurface stormwater treatment/storage device. Design, permitting and bidding was completed under AIP 3-23-0030-027-2024. The hangars, access road, and hangar aprons is not included in this project and will be funded and constructed by others.

Design included in permit application:



The construction project will be FAA funded over multiple years starting in FY2025 through FY2030. The Town will fund construction in 2025/2026 and get reimbursed by FAA and MaineDOT in future years through additional grant awards. The engineering contract assumes that only the FY2025 AIP and BIL

grants will be covered under this effort. Subsequent grant applications and grant administration for future reimbursement grants will need additional contracts.

This grant application covers 25.18% or 140.99 of linear feet of 560.00 total linear feet for the project. Construction value has been calculated as \$2,373.99 per linear foot. Total cost of the project to be funded \$1,329,436.00.

#### PROJECT SCHEDULE

- Project Application: April 28, 2025
- Construction start \* September 2025/Spring 2026
- Closeout Fall/Winter 2026

\* The construction start date will depend on when the FAA grant is offered. If the grant is executed in August of 2025 the project may have to be pushed to the spring of 2026.

#### FUNDING SUMMARY

Sponsor Administration	\$ 604.00
(IFE): Engineering:	58,177.00
Construction:	<u>275,924.00</u>
<b>Total Project</b>	<b>\$334,705.00</b>
Federal share (95%) Sponsor	\$317,970.00
share (2.5%)	8,368.00
State share (2.5%)	<u>8,367.00</u>
<b>Total project</b>	<b>\$334,705.00</b>

#### ENVIRONMENTAL DECLARATION

This project is categorically excluded in accordance with FAA Order 1050.1F, paragraph 5-6.4(e) e. Federal financial assistance, licensing, or Airport Layout Plan (ALP) approval for the following actions, provided the action would not result in significant erosion or sedimentation, and will not result in a significant noise increase over noise sensitive areas or result in significant impacts on air quality.

- Construction, repair, reconstruction, resurfacing, extending, strengthening, or widening of a taxiway, apron, loading ramp, or runway safety area (RSA), including an RSA using Engineered Material Arresting System (EMAS); or
- Reconstruction, resurfacing, extending, strengthening, or widening of an existing runway.

#### USER COORDINATION STATEMENT

The Town of Millinocket, Maine has preliminarily coordinated with users of the Millinocket Municipal Airport (MLT) regarding this project and will continue to coordinate with users through monthly board meetings, and an established Airport Advisory Committee.

#### STATE AGENCY PARTICIPATION

The project has been coordinated with MaineDOT through pre-project scoping meetings, inclusion in the CIP and project document review.

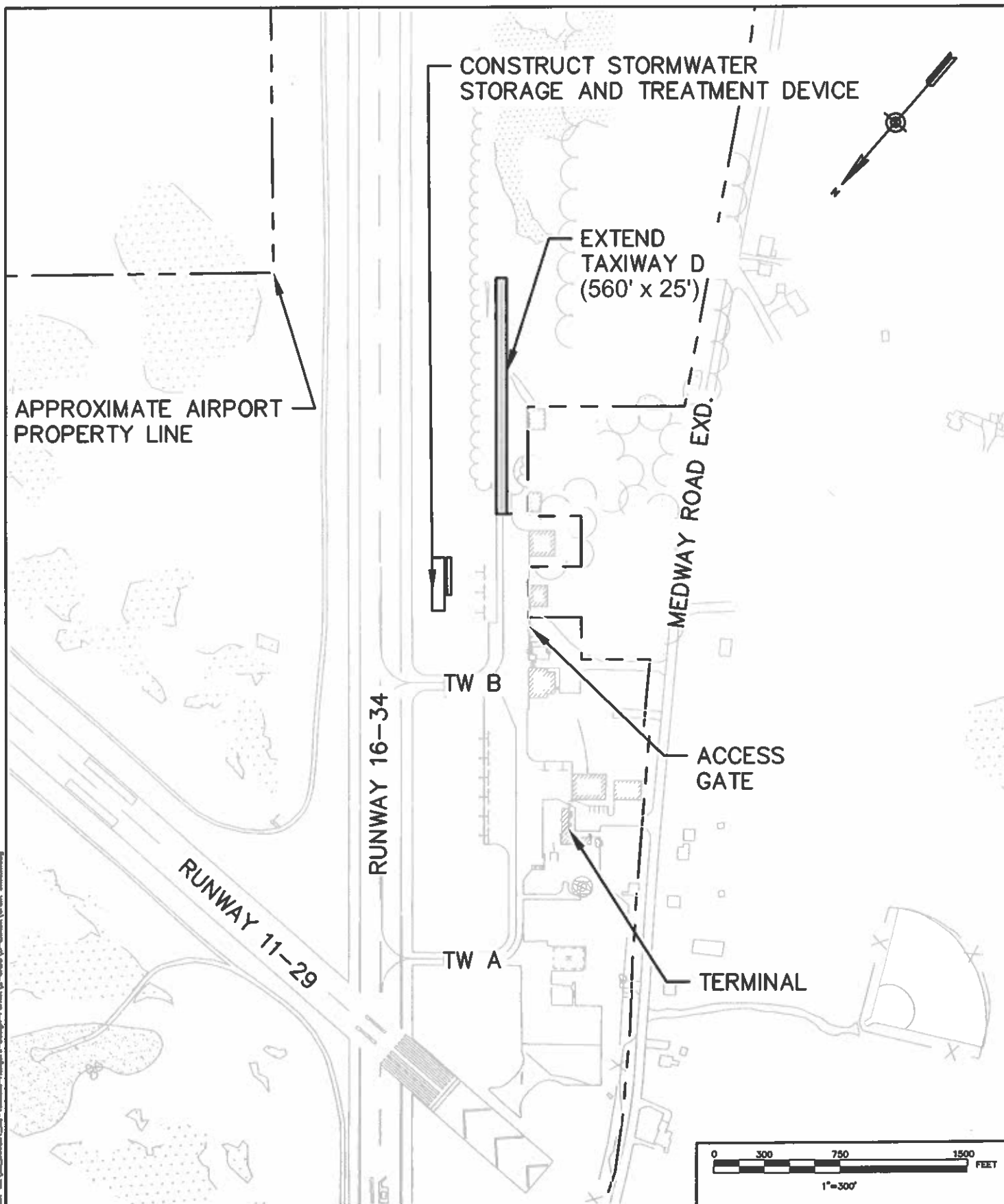
#### **STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE STATUS**

The Town of Millinocket/Millinocket Municipal Airport has an approved 2.0% race-neutral DBE Goal. FY24-26 DBE Plan and Goal were submitted in FAA Civil Rights Connect on April 9, 2024 and approval received April 10, 2024 from Kimberly Robinson, DBE/ACDBE, Compliance Specialist.

#### **ADDITIONAL AGENCY PARTICIPATION**

Coordination with Federal and State Fish & Wildlife, SHPO, and Maine DEP coordination was conducted during the permitting process.

W:\01-01\VA\PROJECTS\Millinocket-Maine\23-390801-02-Extend-Taxiway-Hanger-Design-Permit\3-CADD\3-Grading\Drawn - Stationing.dwg



PROJECT NO.  
23.390801.02



**HOYLE  
TANNER**

150 Dow Street,  
Manchester, NH 03101-1227  
(603) 669-5555  
www.hoyletanner.com

MILLINOCKET, MAINE  
MILLINOCKET MUNICIPAL AIRPORT

DRAWING

**1-2**

EXTEND TAXIWAY D

SHEET 1 OF 1

CADD NO.  
**APP. 1**

CHKD. BY  
SLS

DR. BY  
RHG

DES. BY  
SB

DATE:  
APRIL 2025

SCALE:  
1"=300'

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (141 Linear Feet)  
Hoyle Tanner Project 23.390801.03

### Application

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

### Certification Statements

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

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

☒ Yes   ☐ No   ☐ N/A

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

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

☒ Yes   ☐ No   ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

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

**Location 1**

Name of Location: Town of Millinocket, Maine

Address: 197 Penobscot Avenue, Millinocket, ME 04462

**Location 2 (if applicable)**

Name of Location: Millinocket Municipal Airport

Address: 16 Medway Road, Millinocket, ME 04462

**Location 3 (if applicable)**

Name of Location: Hoyle, Tanner & Associates, Inc.

Address: 150 Dow Street, 5th Floor, Manchester, NH 03101



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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

---

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (141 Linear Feet)  
Hoyle Tanner Project 23.390801.03

### Application

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

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

### Certification Statements

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

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

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
  - b. Award is to be made to other than the lowest responsible bidder; and
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☐ Yes ☐ No ☒ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
  - b. Buy American Preferences (Title 49 U.S.C. § 50101)
  - c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
  - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
  - f. Seismic Safety – building construction (49 CFR part 41)
  - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
  - h. U.S. Trade Restriction (49 CFR part 30)
  - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
  - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

#### **Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (141 Linear Feet)  
Hoyle Tanner Project 23.390801.03

#### Application

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

#### Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
☒ Yes   ☐ No   ☐ N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
☒ Yes   ☐ No   ☐ N/A

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

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

☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☐ N/A

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

#### **Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (141 Linear Feet)  
Hoyle Tanner Project 23.390801.03

#### Application

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

#### Certification Statements

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

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

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

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

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

☐ Yes ☐ No ☒ N/A

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

☒ Yes ☐ No ☐ N/A

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

### **Sponsor's Certification**

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

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

Executed on this                      day of                      ,                      .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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

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

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Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (141 Linear Feet)  
Hoyle Tanner Project 23.390801.03

### **Application**

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

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

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

### **Certification Statements**

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

### **Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

### Statement for Loan Guarantees and Loan Insurance

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

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

#### \* APPLICANT'S ORGANIZATION

Town of Millinocket, Maine

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

\* First Name:

Peter

Middle Name:

\* Last Name:

Jamieson

Suffix:

\* Title:

Town Manager

\* SIGNATURE:

\* DATE:



**FAA  
Airports**

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

Updated: 03/05/2025

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

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

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

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



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

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

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

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

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



**FAA  
Airports**

## **ASSURANCES**

### **AIRPORT SPONSORS**

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

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

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

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

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

#### **1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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## **SPECIFIC ASSURANCES**

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

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

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

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

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

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

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

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

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

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere



with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

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

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

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

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

#### **15. Veteran's Preference.**

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

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

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

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

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

## **18. Planning Projects.**

In carrying out planning projects:

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

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

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

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

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

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

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

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

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

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

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

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

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

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

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

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

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



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

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

Town of Millinocket, Maine

“The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

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

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

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

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

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

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

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date]. April 28, 2025

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

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

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

**39. Competitive Access.**

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

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\*a. Applicant: 2nd

\*b. Program/Project: 2nd

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

**17. Proposed Project:**

\*a. Start Date: 04/28/2025

\*b. End Date: 12/15/2026

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

*a. Federal	\$ 283,679
*b. Applicant	\$ 7,465
*c. State	\$ 7,465
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 298,609

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

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

**\*20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

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

☒ \*\* I AGREE

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

**Authorized Representative:**

Prefix: \_\_\_\_\_ \*First Name: Peter \_\_\_\_\_

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

\*Last Name: Jamieson \_\_\_\_\_

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

\*Title: Town Manager

\*Telephone Number: 207-723-7000, x-5

Fax Number:

\* Email: manager@millinocket.org

\*Signature of Authorized Representative:

\*Date Signed:

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

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	



**PART II - SECTION B**

**Certification Regarding Lobbying**

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

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

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

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

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

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

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

According to real estate records obtained from the Town of Millinocket, the entire property contained within the Millinocket Municipal Airport is zoned AD, Airport Development Zone. It restricts non-compatible industrial and transportation activities. Current facilities within the airport boundary are directly related to aviation activities.

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

The Sponsor is not in default.

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

There is nothing that would preclude the successful completion of the project nor compliance with all grant assurances.

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

This project is consistent with the CIP and Master Plan.

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

The Sponsor has given fair consideration to the interest of the community.

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

The Sponsor has consulted with the all Airport users.

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

No public hearings were required by the proposed project.

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

Air and Water Quality Standards are not applicable for this project.

**PART II – SECTION C (Continued)**

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

There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor.

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

The Sponsor owns, in fee title, without adverse impact, all land shown on the Airport Property Map (Exhibit "A")..

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

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

There are no properties needing to be aquired for this job.

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

There are no properties needing to be aquired for this job.

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

### PART III – BUDGET INFORMATION – CONSTRUCTION

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	Airport Improvement Program

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 539
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			32,030
5. Other Architectural engineering fees			7,025
6. Project inspection fees			12,848
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			246,167
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 298,609
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			298,609
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 298,609
19. Federal Share requested of Line 18			283,679
20. Grantee share			7,465
21. Other shares			7,465
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 298,609

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

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	7,465
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	<b>\$ 7,465</b>
<b>25. Other Shares</b>	<b>Amount</b>
a. State	7,465
b. Other	
c. <b>TOTAL - Other Shares</b>	<b>\$ 7,465</b>
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 14,930</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
<p>I hereby certify that the Exhibit "A" Property Map updated 12 August 2021 and submitted under AIP 3-23-0030-024-2021 (Hoyle Tanner Project # 21.390815.00) reflects the current information as of this date.</p> <p>The above mentioned Exhibit A Property Map is, therefore, incorporated into this Grant Application by reference and made a part thereof.</p>

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

**PROJECT:** Extend Taxiway D (126 Linear Feet)

**AIRPORT:** Millinocket Municipal Airport

**1. Objective:**

This project includes construction costs and construction phase engineering fees for a 560 linear feet by 25 feet wide extension of Taxiway D that will serve future privately funded box hangars. Data collection, design, environmental permitting, and NEPA coordination were accomplished under AIP 3-23-0023-027-2024.

**2. Benefits Anticipated:**

Construction of the Taxiway will serve hangars that will generate revenue which will allow the airport to maintain and improve airport infrastructure.

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

Project Scope and Fee Summary, Project Schedule, Environmental Statement, DBE Statement, and Statement of Coordination with Airport Users all included in attached SECTION IV NARRATIVE.

**4. Geographic Location:**

North-Central Maine 12 miles west of I-95, 70 miles north of Bangor, 80 miles south of Trans-Canada Highway.  
Latitude 45°38'52.21" N and Longitude 068°41'8.02"W

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

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

Hoyle, Tanner & Associates, Inc.  
150 Dow Street, Manchester, NH 03101  
Suzanne L. Sheppard, PE, 603-460-5217

**PART IV PROGRAM NARRATIVE  
GRANT APPLICATION FOR FEDERAL ASSISTANCE**

**Extend Taxiway D (126 Linear Feet)**

**MILLINOCKET MUNICIPAL AIRPORT  
MILLINOCKET, MAINE**

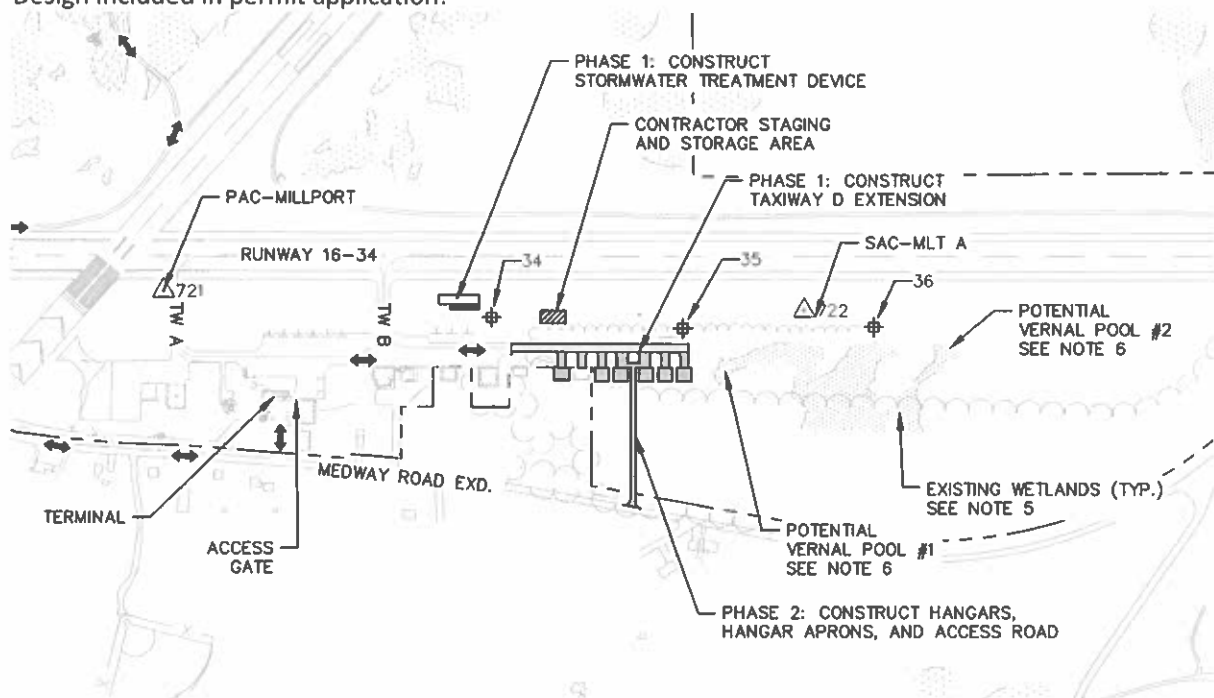
**AIP ENTITLEMENT PROGRAM FUNDED**

**PROJECT DESCRIPTION**

This project includes the project administration and construction services for construction of a taxiway for future hangar development and a stormwater treatment/storage device designed to treat impervious surfaces at the airport, including the new taxiway, that are required per Maine Department of Environmental Protection's (MaineDEP) regulations. A sketch of the proposed project is shown below.

This taxiway will accommodate the demand for more hangar space at the airport. This project is for the construction of a 560' x 25' taxiway and a subsurface stormwater treatment/storage device. Design, permitting and bidding was completed under AIP 3-23-0030-027-2024. The hangars, access road, and hangar aprons is not included in this project and will be funded and constructed by others.

Design included in permit application:



The construction project will be FAA funded over multiple years starting in FY2025 through FY2030. The Town will fund construction in 2025/2026 and get reimbursed by FAA and MaineDOT in future years through additional grant awards. The engineering contract assumes that only the FY2025 AIP and BIL

grants will be covered under this effort. Subsequent grant applications and grant administration for future reimbursement grants will need additional engineering contracts.

This grant application covers 22.46% or 125.78 linear feet of 560.00 total linear feet for the project. Construction value has been calculated as \$2,373.99 per linear foot. Total cost of the project to be funded \$1,329,436.00.

#### PROJECT SCHEDULE

- |                        |                            |
|------------------------|----------------------------|
| • Project Application: | April 28, 2025             |
| • Construction start * | September 2025/Spring 2026 |
| • Closeout             | Fall/Winter 2026           |

\* The construction start date will depend on when the FAA grant is offered. If the grant is executed in August of 2025 the project may have to be pushed to the spring of 2026.

#### FUNDING SUMMARY

Sponsor Administration (IFE):	\$ 539.00
Engineering:	51,903.00
Construction:	246,167.00
<b>Total Project</b>	<b>\$298,609.00</b>
Federal share (95%)	\$283,679.00
Sponsor share (2.5%)	7,465.00
State share (2.5%)	<u>7,465.00</u>
<b>Total project</b>	<b>\$298,609.00</b>

#### ENVIRONMENTAL DECLARATION

This project is categorically excluded in accordance with FAA Order 1050.1F, paragraph 5-6.4(e) e. Federal financial assistance, licensing, or Airport Layout Plan (ALP) approval for the following actions, provided the action would not result in significant erosion or sedimentation, and will not result in a significant noise increase over noise sensitive areas or result in significant impacts on air quality.

- Construction, repair, reconstruction, resurfacing, extending, strengthening, or widening of a taxiway, apron, loading ramp, or runway safety area (RSA), including an RSA using Engineered Material Arresting System (EMAS); or
- Reconstruction, resurfacing, extending, strengthening, or widening of an existing runway.

#### USER COORDINATION STATEMENT

The Town of Millinocket, Maine has preliminarily coordinated with users of the Millinocket Municipal Airport (MLT) regarding this project and will continue to coordinate with users through monthly board meetings, and an established Airport Advisory Committee.

#### STATE AGENCY PARTICIPATION

The project has been coordinated with MaineDOT through pre-project scoping meetings, inclusion in the CIP and project document review.

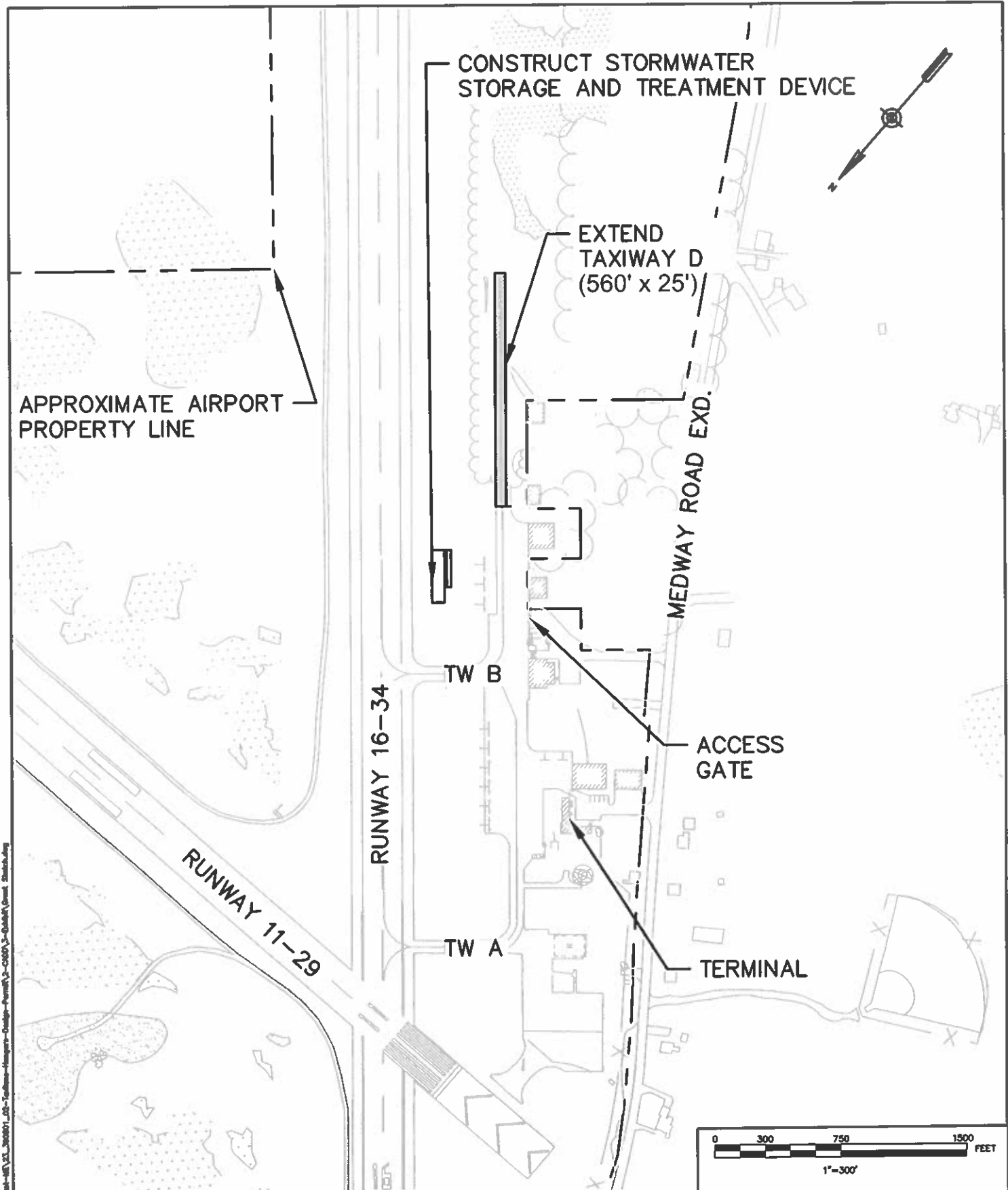


#### **STATEMENT ON DISADVANTAGED BUSINESS ENTERPRISE STATUS**

The Town of Millinocket/Millinocket Municipal Airport has an approved 2.0% race-neutral DBE Goal. FY24-26 DBE Plan and Goal were submitted in FAA Civil Rights Connect on April 9, 2024 and approval received April 10, 2024 from Kimberly Robinson, DBE/ACDBE, Compliance Specialist.

#### **ADDITIONAL AGENCY PARTICIPATION**

Coordination with Federal and State Fish & Wildlife, SHPO, and Maine DEP coordination was conducted during the permitting process.



HOYLE TANNER, INC. 150 DOW STREET, MANCHESTER, NH 03101-1227 (603) 669-5555 www.hoyletanner.com

PROJECT NO. 23.390801.02		<b>HOYLE TANNER</b>			150 Dow Street, Manchester, NH 03101 1227 (603) 669-5555 www.hoyletanner.com			MILLINOCKET, MAINE MILLINOCKET MUNICIPAL AIRPORT		DRAWING  <b>1-2</b>	
CADD NO. <b>APP. 1</b>		CHKD. BY SLS	DR. BY RHG	DES. BY SB	DATE: APRIL 2025	SCALE: 1"=300'		EXTEND TAXIWAY D		SHEET 1 OF 1	

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (126 Linear Feet)  
Hoyle Tanner Project 23.390801.03

### Application

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

### Certification Statements

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

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

☒ Yes   ☐ No   ☐ N/A

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

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

☒ Yes   ☐ No   ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

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

**Location 1**

Name of Location: Town of Millinocket, Maine

Address: 197 Penobscot Avenue, Millinocket, ME 04462

**Location 2 (if applicable)**

Name of Location: Millinocket Municipal Airport

Address: 16 Medway Road, Millinocket, ME 04462

**Location 3 (if applicable)**

Name of Location: Hoyle, Tanner & Associates, Inc.

Address: 150 Dow Street, 5th Floor, Manchester, NH 03101

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

**Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (126 Linear Feet)  
Hoyle Tanner Project 23.390801.03

### Application

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

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

### Certification Statements

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

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

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

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

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

☐ Yes ☐ No ☒ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A



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

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

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

#### **Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (126 Linear Feet)  
Hoyle Tanner Project 23.390801.03

#### Application

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

#### Certification Statements

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

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
☒ Yes   ☐ No   ☐ N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
☒ Yes   ☐ No   ☐ N/A

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

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

☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No ☐ N/A

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

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

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

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

☒ Yes ☐ No ☐ N/A

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

☒ Yes ☐ No ☐ N/A

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

#### **Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (126 Linear Feet)  
Hoyle Tanner Project 23.390801.03

#### Application

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

#### Certification Statements

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

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

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

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

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

☐ Yes ☐ No ☒ N/A

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

☒ Yes ☐ No ☐ N/A

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

### **Sponsor's Certification**

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

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

Executed on this            day of            ,            .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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

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

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Sponsor: Town of Millinocket, Maine

Airport: Millinocket Municipal Airport

Project Number: 3-23-0030-xxx-2025

Description of Work: Extend Taxiway D (126 Linear Feet)  
Hoyle Tanner Project 23.390801.03

### Application

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

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

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

### Certification Statements

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

☒ Yes ☐ No



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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

### **Sponsor's Certification**

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

Executed on this            day of            ,            .

Name of Sponsor: Town of Millinocket, Maine

Name of Sponsor's Authorized Official: Peter Jamieson

Title of Sponsor's Authorized Official: Town Manager

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

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

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

### Statement for Loan Guarantees and Loan Insurance

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

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

<b>* APPLICANT'S ORGANIZATION</b>		
Town of Millinocket, Maine		
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>		
Prefix:	* First Name: Peter	Middle Name:
* Last Name: Jamieson	Suffix:	
* Title: Town Manager		
<b>* SIGNATURE:</b>	<b>* DATE:</b>	



**FAA  
Airports**

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

Updated: 03/05/2025

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

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

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

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

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

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

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

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

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



**FAA  
Airports**

## **ASSURANCES AIRPORT SPONSORS**

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### **A. General.**

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

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

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

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and



assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

### **C. Sponsor Certification.**

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

#### **1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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

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

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

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

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

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

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

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

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

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

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

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

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

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

#### **15. Veteran's Preference.**

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

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

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

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

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

## **18. Planning Projects.**

In carrying out planning projects:

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

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

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or



facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

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

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

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

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

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

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

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

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

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

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

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

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

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

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

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

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

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

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

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

- b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

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

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

Town of Millinocket, Maine  
"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

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

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

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

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

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by



the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

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

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date]. April 28, 2025

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

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

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

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

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

## PROJECT CONTRACT

### **Taxilane Construction – Construction Phase Services**

**AIRPORT Contact Person:** Jeff Campbell, Airport Manager  
**Type of Services:** Planning, Design, and/or Construction Inspection

Project Location:	<u>Millinocket Municipal Airport</u>	Contract Negotiated Price:	<u>\$231,077.00</u>
		Contract Begin Date:	<u>When Signed</u>
Federal AIP #:	<u>3-23-0056-xxx-2025</u>	Contract Expiration Date:	<u>June 30, 2026</u>
Federal Tax I.D. #:	<u>14-2010196</u>	GCA Agreement Number:	<u>23.390801.00</u>
		GCA Ordering Period Dates:	<u>04/15/23 – 04/14/27</u>

This Project Contract (hereinafter referred to as "Contract") is entered into by and between the ***Town of Millinocket, Maine/Millinocket Municipal Airport, 197 Penobscot Avenue, Millinocket, Maine 04462*** (hereinafter referred to as "Sponsor"), and ***Hoyle, Tanner & Associates, Inc.***, a corporation or other legal entity (hereinafter referred to as "Consultant") organized under the laws of the State of New Hampshire, with its principal place of business located at ***150 Dow Street, Manchester, NH 03101*** (hereinafter referred to as the "Parties").

The following attachments are hereby incorporated into this agreement by reference:

**Appendix A – Method of Payment and Price, Overhead Rate**  
**Appendix A-1 – Employee Names/Classifications/Rates**  
**Appendix B – Consultant's Proposal / Detailed Scope of Work**  
**Appendix C - DBE/WBE Utilization Plan**  
**Appendix D – Cost Estimate**

The Consultant agrees to be bound by the Airport Consultant General Conditions, dated **May 3, 2012** and by the Airport General Consultant Agreement dated **July 1, 2013**, Contract Number **23.390801.00**, which are hereby incorporated by reference.

This Contract is subject to compliance with the Disadvantaged Business Enterprise (DBE) Program requirements as set forth by the Sponsor.

The Parties, in consideration of the mutual promises set forth in this Contract, hereby agree as follows:

1. **The Scope of Work.** The Consultant agrees to complete all work as detailed in Appendix B which is made a part of this Contract and;

The Consultant shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent and temporary materials required to perform the work detailed in Appendix B and;

The Sponsor shall have the right to alter the nature and extent of the work as provided in this Contract, through a written modification signed by both Parties.

2. **Reimbursement.** Upon full execution of the FAA grant agreement and related individual project

contract, the Sponsor will reimburse the Consultant for approved expenditures incurred on the project prior to the execution of the FAA grant agreement, and the receipt of the MaineDOT Assignment Letter.

3. **Funding.** The Parties agree that in the event that funds are not made available by the Federal Government, and/or State Government in support of this project, the Sponsor will assume full responsibility for costs incurred. The Sponsor will make every effort to notify the Consultant should such an event occur.
4. **Team Members.** Listed below are the names of the Consultant's Project Manager, Chief Designer, other key personnel, and primary Subconsultants for this Contract. No substitutions of the key Consultant Team Members are allowed without prior notification and approval by the Sponsor.

Project Manager:	<u>Suzanne L. Sheppard, PE</u>
Engineering Manager:	<u>Nils Gonzalez, PE</u>
Other Key Personnel:	<u>Resident Engineer</u>
Other Key Personnel:	<u></u>
Subconsultant 1:	<u>Testing Sub (TBD)</u>
Subconsultant 2:	<u></u>

5. **Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:
  - a. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents are complete and accurate as of the date of this Contract.
  - b. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.
  - c. The person signing below is legally authorized by the Consultant to sign this Contract on its behalf and to legally bind the Consultant to the terms of this Contract.
7. **Offer.** The Consultant, having carefully examined the site of work, scope of work, the Airport Consultant General Conditions (including insurance requirements), Airport General Consultant Agreement (when applicable) hereby propose and offer to enter into this Contract to supply all the labor and materials needed to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed upon in Appendix A & A-1.

The Consultant also agrees:

- First: To do any extra work, not covered by the "Appendix B", which may be required by the Sponsor, and to accept as full compensation the rates noted in Appendix A-1 or approved revision to same and related contract modifications.
- Second: The Consultant will deliver to the Sponsor a signed, valid certificate of insurance proving the

coverage required by this Contract and/or the Airport Consultant General Conditions before any work commences under this Contract. If the level of insurance is specified in this Contract, that amount will supersede the requirements outlined in the Airport Consultant General Conditions. The Sponsor shall be included as an additional insured on Commercial General Liability insurance policy carried by the Consultant.

Third: To begin and complete the work within the dates specified herein.

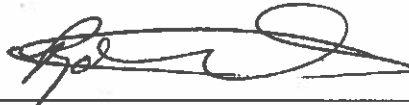
The Parties acknowledge that the Airport Consultant General Conditions, dated **May 3, 2012**, may only be amended thru a written modification approved in writing by the Maine Department of Transportation. If any provision in the Airport Consultant General Conditions is altered without approval from the Maine Department of Transportation, then funding from the State of Maine may be withdrawn.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby executes this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**HOYLE, TANNER & ASSOCIATES, INC.  
CONSULTANT**

**22 April 2025**

Date



Robert M. Furey, Senior Vice President  
Director, Aviation Services Group

**TOWN OF MILLINOCKET, MAINE  
MILLINOCKET MUNICIPAL AIRPORT  
(AIRPORT/OWNER)**

Date

Peter Jamieson  
Town Manager

*I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.*

**APPENDIX A  
AIRPORT CONSULTANT CONTRACT  
METHOD OF PAYMENT**

**ADJUSTABLE PAYROLL – FIXED OVERHEAD RATE & PROFIT**

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on an Adjustable Payroll, and a Fixed Overhead Rate and Profit method of payment. These rates include direct labor, and overhead that must be supportable at the time of Contract/Modification execution pursuant to the Federal Acquisition Regulations (FAR). Sponsor shall pay the Consultant on a monthly basis for acceptable services rendered under this Contract/Modification. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with Airport Consultant General Conditions.

In the event that this Contract is terminated without completion of the services specified in this Contract/Modification, the total cost of the work completed plus a percentage of the fixed fee proportional to the amount of work completed shall constitute payment in full for this Contract.

For a breakdown of the Adjustable Burdened Hourly Rates see **ARTICLE I** on the attached Appendix D.

<b>Breakdown of Maximum Amount:</b>	Direct Labor:	\$14,171.85
	Overhead:	\$23,454.41
	<b>SUBTOTAL</b>	\$37,626.26
	Fixed Profit: <u>15.00%</u> =	\$5,600.00
<b>Mutually agreed upon Maximum Amount:</b>	<b>Total:</b>	<b>\$43,200.00</b>

The Maximum Amount indicated in this Contract/Modification for this Article does not constitute an obligation by the Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this Contract/Modification.

**FIXED OVERHEAD RATE**

The overhead rate of 165.50 percent was used to establish the maximum amount of this Contract/Modification. This rate is based on a review of the Consultant's Compiled Overhead Report and/or Audited Overhead. This Overhead Rate shall remain fixed for the duration of this Contract/Modification for this Article.

**APPENDIX A  
AIRPORT CONSULTANT CONTRACT  
METHOD OF PAYMENT**

**ADJUSTABLE PAYROLL – FIXED OVERHEAD RATE & PROFIT**

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on an Adjustable Payroll, and a Fixed Overhead Rate and Profit method of payment. These rates include direct labor, and overhead that must be supportable at the time of Contract/Modification execution pursuant to the Federal Acquisition Regulations (FAR). Sponsor shall pay the Consultant on a monthly basis for acceptable services rendered under this Contract/Modification. Direct expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with Airport Consultant General Conditions.

In the event that this Contract is terminated without completion of the services specified in this Contract/Modification, the total cost of the work completed plus a percentage of the fixed fee proportional to the amount of work completed shall constitute payment in full for this Contract.

For a breakdown of the Adjustable Burdened Hourly Rates see **ARTICLE II** on the attached Appendix D.

<b>Breakdown of Maximum Amount:</b>	Direct Labor:	\$28,137.89
	Overhead:	\$46,568.22
	<b>SUBTOTAL</b>	<b>\$74,706.11</b>
	Fixed Profit: <u>15.00%</u> =	\$11,200.00
<b>Mutually agreed upon Maximum Amount:</b>	<b>Total:</b>	<b>\$85,900.00</b>

The Maximum Amount indicated in this Contract/Modification for this Article does not constitute an obligation by the Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this Contract/Modification.

**FIXED OVERHEAD RATE**

The overhead rate of 165.50 percent was used to establish the maximum amount of this Contract/Modification. This rate is based on a review of the Consultant's Compiled Overhead Report and/or Audited Overhead. This Overhead Rate shall remain fixed for the duration of this Contract/Modification for this Article.

**APPENDIX A  
AIRPORT CONSULTANT CONTRACT  
METHOD OF PAYMENT**

**ADJUSTABLE PAYROLL – FIXED OVERHEAD RATE & PROFIT**

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In the event that this Contract is terminated without completion of the services specified in this Contract/Modification, the total cost of the work completed plus a percentage of the fixed fee proportional to the amount of work completed shall constitute payment in full for this Contract.

For a breakdown of the Adjustable Burdened Hourly Rates see **ARTICLE III** on the attached Appendix D.

<b>Breakdown of Maximum Amount:</b>	Direct Labor:	\$20,819.04
	Overhead:	\$28,821.28
	<b>SUBTOTAL</b>	<b>\$49,712.32</b>
	Fixed Profit: <u>15.00%</u> =	\$7,500.00
<b>Mutually agreed upon Maximum Amount:</b>	<b>Total:</b>	<b>\$57,200.00</b>

The Maximum Amount indicated in this Contract/Modification for this Article does not constitute an obligation by the Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this Contract/Modification.

**FIXED OVERHEAD RATE**

The overhead rate of 165.50 percent was used to establish the maximum amount of this Contract/Modification. This rate is based on a review of the Consultant's Compiled Overhead Report and/or Audited Overhead. This Overhead Rate shall remain fixed for the duration of this Contract/Modification for this Article.



**APPENDIX A  
AIRPORT CONSULTANT CONTRACT  
METHOD OF PAYMENT**

**LUMP SUM**

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on a Lump Sum method of payment. This method of payment includes Direct Labor, Overhead, Profit, and Direct Expenses. The Direct Labor and Overhead must be supportable at the time of Contract/Modification execution pursuant to the Federal Acquisition Regulations (FAR). Sponsor shall pay the Consultant for acceptable services rendered. Direct Expenses shall be reimbursed at cost, and travel expenses shall be reimbursed in accordance with the current per diem/mileage rates that can be found under "Links for Mileage and Per Diem Rates" at <http://www.maine.gov/mdot/cpo/>.

For all services rendered under the terms of this Contract/Modification, compensation shall be made based on a Negotiated Lump Sum Amount that cannot be changed once the Contract is executed, unless there is a change in the scope of work whereby a modification to the Contract shall be executed. The Sponsor shall pay the Consultant for work satisfactorily completed/delivered under this Contract/Modification. Invoices must be broken down by task.

In the event that this Contract is terminated without completion of the services to be performed under the Lump Sum method of payment, the Sponsor will pay a percentage of the Lump Sum proportional to the amount of work satisfactorily completed and that will constitute payment in full.

For a breakdown of the Lump Sum Plus Expenses see **ARTICLE IV** on the attached Appendix D.

<b>Breakdown of Maximum Amount:</b>	Direct Labor:		\$4,422.11
	Overhead:		\$7,318.59
	<b>SUBTOTAL</b>		<b>\$11,740.71</b>
	Profit:	<b>15.00%</b>	<b>= \$1,761.11</b>
<b>Negotiated Lump Sum Amount:</b>	<b>Total:</b>		<b>\$13,500.00</b>

The total amount indicated above does not constitute an obligation by Sponsor to pay the Consultant this amount in its entirety; however, it does constitute the maximum amount that can be paid to a consultant under this contract.

**APPENDIX A  
AIRPORT CONSULTANT CONTRACT  
METHOD OF PAYMENT**

**REIMBURSABLE EXPENSES**

Article I	\$ .00
Article II	\$19,692.00
Article III	\$11,585.00
Article IV	\$ .00
<b>Total Expenses</b>	<b>\$31,277.00</b>

**APPENDIX A-1**  
**AIRPORT CONSULTANT CONTRACT**  
**Employee Names/Classifications & Rates**

**Consultant Name:** Hoyle, Tanner & Associates, Inc.

**Date:** Updated as of February 2025

**Task:** All Project Phases

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name	Labor Category	Actual Rate Paid *	Allowable Direct Labor Hourly Rate	Overhead %	Profit / Fixed Fee %	Burdened Hourly Rate
Iryna S. Afong	Project Manager	\$ 63.23			\$ -	\$ -
Donna E. Akerley	Project Assistant	\$ 36.83			\$ -	\$ -
Shawn M. Allard	Senior CADD Designer	\$ 41.80			\$ -	\$ -
Karen M. Allen	Senior Project Assistant	\$ 38.50			\$ -	\$ -
Glen J. Altinari	Senior Construction Technician	\$ 53.71			\$ -	\$ -
Marynes N. Arzelay Santaella	Engineer	\$ 24.00			\$ -	\$ -
William C. Ashford	Senior Project Manager	\$ 79.33			\$ -	\$ -
Fran H. Baldowski	Senior Project Assistant	\$ 38.38			\$ -	\$ -
Sara Bateman	Staff Engineer	\$ 43.75			\$ -	\$ -
Emily E. Belisle	Project Engineer	\$ 44.50			\$ -	\$ -
Timothy F. Bernier	Principal Surveyor	\$ 78.00			\$ -	\$ -
Josif Bicja	Senior Project Manager	\$ 76.70			\$ -	\$ -
Stephanie A. Bishop	Engineer	\$ 40.95			\$ -	\$ -
Payton R. Borza	Staff Engineer	\$ 44.19			\$ -	\$ -
Elizabeth A. Bosiak	Land Acquisition Specialist	\$ 39.76			\$ -	\$ -
Paula M. Boyle	Project Manager	\$ 57.89			\$ -	\$ -
Connor J. Boynton	CADD Designer	\$ 28.00			\$ -	\$ -
Thomas G Bryce	Staff Engineer	\$ 42.00			\$ -	\$ -
Jeffrey C Burnap	Senior Construction Technician	\$ 37.80			\$ -	\$ -
Jenae E. Carraway	Senior Project Engineer	\$ 57.59			\$ -	\$ -
Gail M. Carter	Project Engineer	\$ 48.00			\$ -	\$ -
Amy W. Chase	Project Assistant	\$ 34.06			\$ -	\$ -
Jennifer A. Clark	Project Assistant	\$ 26.50			\$ -	\$ -
Todd M. Clark	Principal Engineer	\$ 85.69			\$ -	\$ -
Laura R. Clements	Project Manager	\$ 62.26			\$ -	\$ -
Jeffrey C. Collins	Senior Technical Engineer	\$ 62.99			\$ -	\$ -
Noah L. Colon	Engineer	\$ 40.00			\$ -	\$ -
Russell W. Colvin Jr.	Senior Resident Project Representative	\$ 46.79			\$ -	\$ -
Deborah L. Coon	Environmental Coordinator	\$ 37.99			\$ -	\$ -
John L. Coon	Senior CADD Designer	\$ 51.47			\$ -	\$ -
Caroline Corwin	Engineer	\$ 39.69			\$ -	\$ -
Briana O. Cronin	Senior Project Engineer	\$ 55.69			\$ -	\$ -
Jonathan R. Crowdes	Survey Project Manager	\$ 49.92			\$ -	\$ -
William R. Davidson	Principal Engineer	\$ 82.44			\$ -	\$ -
Nichole E. Davis	Public Outreach Coordinator	\$ 57.55			\$ -	\$ -
Amy C. DeCola	Staff Engineer	\$ 42.08			\$ -	\$ -

**APPENDIX A-1**  
**AIRPORT CONSULTANT CONTRACT**  
**Employee Names/Classifications & Rates**

Consultant Name: Hoyle, Tanner & Associates, Inc.

Date: Updated as of February 2025

Task: All Project Phases

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name	Labor Category	Actual Rate Paid *	Allowable Direct Labor Hourly Rate	Overhead %	Profit / Fixed Fee %	Burdened Hourly Rate
Marisa A. DiBiaso	Senior Project Manager	\$ 71.98			\$ -	\$ -
Kirstin A. DiPietro Worden	Senior Technical Engineer	\$ 75.36			\$ -	\$ -
Eric M. Doe	Project Manager	\$ 60.00			\$ -	\$ -
Emily M. Doty	Staff Engineer	\$ 46.28			\$ -	\$ -
Joseph M. Ducharme Jr.	Principal Engineer	\$ 90.21			\$ -	\$ -
Greg R. Dusseault	Project Engineer	\$ 49.00			\$ -	\$ -
Paul B. Dustin	Senior CADD Designer	\$ 51.30			\$ -	\$ -
Michael Dyer	Engineer	\$ 35.00			\$ -	\$ -
Kathryn V. Dziadowicz	Staff Engineer	\$ 41.56			\$ -	\$ -
Nicholas A. Eagan	Engineer	\$ 38.35			\$ -	\$ -
Mary A. Ebner	Administrative Professional	\$ 50.19			\$ -	\$ -
David F. Edson	Principal Engineer	\$ 91.29			\$ -	\$ -
Bridget A. Elsemore	Project Engineer	\$ 47.76			\$ -	\$ -
Sarah K. Foy	Technician	\$ 35.00			\$ -	\$ -
Robert M. Furey	Principal Engineer	\$ 89.49			\$ -	\$ -
Rebekah H. Gebru	Engineer	\$ 36.00			\$ -	\$ -
Travis A. Gelinias	Senior CADD Technician	\$ 39.80			\$ -	\$ -
Nils E. Gonzalez	Principal Engineer	\$ 82.25			\$ -	\$ -
Stephen B. Haas	Senior Project Manager	\$ 76.70			\$ -	\$ -
Catherine L. Hall	Project Assistant	\$ 37.05			\$ -	\$ -
Kayla M. Hampe	Senior Project Engineer	\$ 58.78			\$ -	\$ -
Stephen Hansen	Engineer	\$ 37.00			\$ -	\$ -
Stacie L. Haskell	Senior Project Assistant	\$ 47.67			\$ -	\$ -
Tyler Heinrich	Survey Technician	\$ 39.22			\$ -	\$ -
Ethan Hobbs	Technician	\$ 23.00			\$ -	\$ -
Paul A. Hobbs	Senior Project Manager	\$ 75.20			\$ -	\$ -
Jeffrey A. Hollstein	Engineer	\$ 39.69			\$ -	\$ -
Joshua C. Howard	Staff Engineer	\$ 40.76			\$ -	\$ -
Katherine W. Hunter	Engineer	\$ 35.00			\$ -	\$ -
John R. Hygema	Senior Construction Technician	\$ 40.07			\$ -	\$ -
Bailey Jackson	Project Assistant	\$ 27.00			\$ -	\$ -
Sean T. James	Principal Engineer	\$ 91.19			\$ -	\$ -
David S. Jeffery	Survey Crew Chief	\$ 42.00			\$ -	\$ -
Jenna Keenan	Project Assistant	\$ 26.25			\$ -	\$ -
Allyson Kitchens	Technician	\$ 23.00			\$ -	\$ -
Owen G. Krauss	Project Manager	\$ 64.39			\$ -	\$ -

**APPENDIX A-1**  
**AIRPORT CONSULTANT CONTRACT**  
**Employee Names/Classifications & Rates**

Consultant Name: Hoyle, Tanner & Associates, Inc.

Date: Updated as of February 2025

Task: All Project Phases

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name	Labor Category	Actual Rate Paid *	Allowable Direct Labor Hourly Rate	Overhead %	Profit / Fixed Fee %	Burdened Hourly Rate
Aaron M. Lachance	Senior Project Manager	\$ 76.70			\$ -	\$ -
Schuyler E. Lamoureux	Planner	\$ 36.37			\$ -	\$ -
Aiden M. Langelier	Technician	\$ 16.00			\$ -	\$ -
David M. Langlais	Project Manager	\$ 61.12			\$ -	\$ -
Holly M. Lauzon	Engineer	\$ 37.29			\$ -	\$ -
Kelly B. LaVigne	Project Manager	\$ 60.65			\$ -	\$ -
Samantha D. Lewis	Staff Engineer	\$ 40.03			\$ -	\$ -
Brooke Lundrigan	Engineer	\$ 37.00			\$ -	\$ -
Heidi J. Marshall	Senior Project Manager	\$ 75.41			\$ -	\$ -
Wilbur J. Mathurin	Senior Project Manager	\$ 76.69			\$ -	\$ -
Stephen A. Mayo	Administrative Professional	\$ 60.10			\$ -	\$ -
Patrick D. McLee	Senior Project Engineer	\$ 54.01			\$ -	\$ -
Ryan P. McMullen	Senior Project Engineer	\$ 50.31			\$ -	\$ -
Christopher J. Mellen	Staff Engineer	\$ 42.62			\$ -	\$ -
Andrew A. Merenda	Engineer	\$ 35.00			\$ -	\$ -
Robert S. Moon	Engineer	\$ 39.73			\$ -	\$ -
Lily J. Mott	Staff Engineer	\$ 40.69			\$ -	\$ -
Michael J. Murphy	Engineer	\$ 37.99			\$ -	\$ -
Nahal R. Namazi	Senior Project Assistant	\$ 41.79			\$ -	\$ -
Douglas N. Norman	Senior Technical Engineer	\$ 76.66			\$ -	\$ -
Jon A. Olin	Senior Project Manager	\$ 77.71			\$ -	\$ -
Megan E. Ooms	Senior Project Engineer	\$ 65.10			\$ -	\$ -
Margaret A. Paratore	Engineer	\$ 37.00			\$ -	\$ -
Kimberly R. Peace	Senior Environmental Coordinator	\$ 61.16			\$ -	\$ -
Kevin D. Preston	Senior CADD Designer	\$ 40.62			\$ -	\$ -
Mallory E. Rakowski	Engineer	\$ 46.00			\$ -	\$ -
John D. Reilly	Senior Technical Engineer	\$ 69.44			\$ -	\$ -
Shawn P. Reynolds	Senior Resident Project Representative	\$ 55.09			\$ -	\$ -
Joseph C. Ripley	Project Manager	\$ 63.66			\$ -	\$ -
Angela M. Roberge	Administrative Professional	\$ 40.00			\$ -	\$ -
Zachary A. Roussel	Staff Engineer	\$ 39.58			\$ -	\$ -
Diane L. Ryan	Project Assistant	\$ 34.78			\$ -	\$ -
Lynne M. Sabourin	Engineer	\$ 37.04			\$ -	\$ -
Katie R. Servis	Senior Planner	\$ 84.14			\$ -	\$ -
Suzanne L. Sheppard	Senior Project Manager	\$ 76.68			\$ -	\$ -
Aidan P. Short	Staff Engineer	\$ 44.51			\$ -	\$ -

**APPENDIX A-1**  
**AIRPORT CONSULTANT CONTRACT**  
**Employee Names/Classifications & Rates**

Consultant Name: Hoyle, Tanner & Associates, Inc.

Date: Updated as of February 2025

Task: All Project Phases

Please indicate the Employee Names/Classifications and rates that will be used to fulfill the requirements of this contract.

Employee Name	Labor Category	Actual Rate Paid *	Allowable Direct Labor Hourly Rate	Overhead %	Profit / Fixed Fee %	Burdened Hourly Rate
Christina M. Singer	Staff Engineer	\$ 40.58			\$ -	\$ -
Christina L. Slosek	Project Assistant	\$ 34.11			\$ -	\$ -
Alyssa M. Smith	Staff Engineer	\$ 42.20			\$ -	\$ -
Jacob F. Sparkowich	Senior Project Engineer	\$ 60.56			\$ -	\$ -
Alex N. Spieler	Staff Engineer	\$ 42.51			\$ -	\$ -
Melinda N. Squillace	Senior Environmental Scientist	\$ 42.64			\$ -	\$ -
Michelle G. Stewart	Senior Project Assistant	\$ 39.35			\$ -	\$ -
Andrew E. Sturgeon	Senior Administrative Professional	\$ 80.00			\$ -	\$ -
Sara E. Sullivan	Project Engineer	\$ 43.24			\$ -	\$ -
Todd A. Sumner	Senior Project Manager	\$ 78.87				
Daniel D. Taylor	Senior Project Engineer	\$ 65.00				
Joanne E. Theriault	Environmental Coordinator	\$ 39.27				
Shawn M. Tobey	Senior Project Manager	\$ 73.50			\$ -	\$ -
Joel H. Vendt	Senior CADD Designer	\$ 49.47			\$ -	\$ -
Anne P. Verville	Project Assistant	\$ 28.55			\$ -	\$ -
Audrey Wagner	Technician	\$ 30.00			\$ -	\$ -
Edward G. Weingartner	Senior Technical Engineer	\$ 74.35			\$ -	\$ -
Katelyn M. Welch	Project Engineer	\$ 47.70			\$ -	\$ -

By: 

Date: April 21, 2025

Robert M. Furey, PE / Senior Vice President  
(Name/Title Printed)

I certify that the foregoing signature is true and accurate, and if electronic, I further certify that it (a) is intended to have the same force as a manual signature, (b) is unique to myself, (c) is capable of verification, and (d) is under the sole control of myself.

# Millinocket Municipal Airport

## Construction Phase Services for

### Extend Taxiway D

Hoyle Tanner Project No. 23.390801.03

March 2025

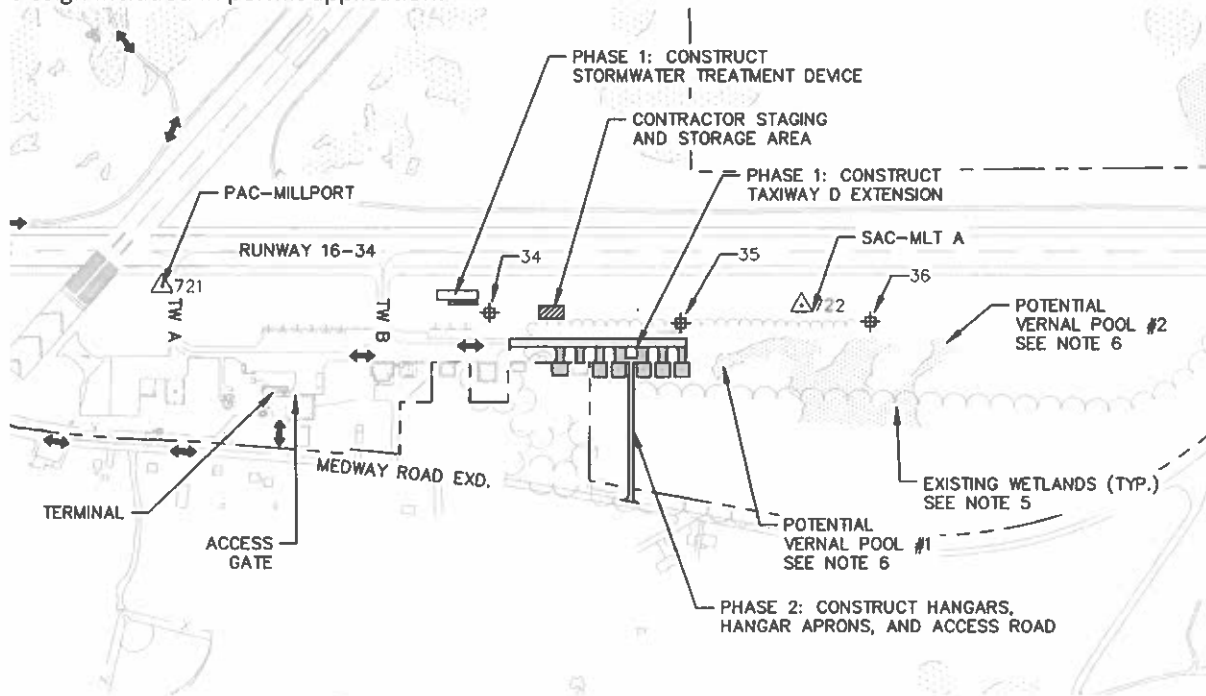
## APPENDIX B - SCOPE OF WORK

### PROJECT & UNDERSTANDING

This project includes the project administration and construction services for construction of a taxiway for future hangar development and a stormwater treatment/storage device designed to treat impervious surfaces at the airport, including the new taxiway, that are required per Maine Department of Environmental Protection's (MaineDEP) regulations. A sketch of the proposed project is shown below.

This taxiway will accommodate the demand for more hangar space at the airport. This phase of the project is for the construction of a 560' x 25' taxiway and a subsurface stormwater treatment/storage device. Design, permitting and bidding was completed under AIP 3-23-0030-027-2024. The hangars, access road, and hangar aprons is not included in this scope and will be funded and constructed by others.

Design included in permit application:



The construction project will be FAA funded over multiple years starting in FY2025 through FY2028. The Town will fund construction in 2025/2026 and get reimbursed by FAA and MaineDOT in future years through additional grant awards. This contract assumes that only the FY2025 AIP and BIL grants will be covered under this effort. Subsequent grant applications and grant administration for future reimbursement grants will need additional contracts.

## **SCOPE OF WORK**

### **Article I, Project Administration: Phase 01**

The Consultant shall provide project administration services as required and as requested by the Sponsor during the construction period. Services under this phase will continue until grant closeout.

The Consultant's services under this article shall include:

1. Prepare for, attend, and follow up for the project scoping meeting. Efforts to include pre-scoping with the Sponsor and eligibility discussion with FAA. Scoping meetings conducted virtually.
2. Request Materials Testing services; provide scope; review Subconsultants proposal; negotiate prices; prepare and execute Subconsultant agreement; review Subconsultant monthly invoices, and recurring coordination with Subconsultant on matters of contracting, insurance certificates, schedule updates and related tasks.
3. Prepare scope and fee and IFE documentation for the project. Submit IFE spreadsheet and scope of work to the Sponsor.
4. Review fee with Sponsor and Negotiate IFE process. Revise scope and fee as necessary to reflect the changes.
5. Prepare Contract documents and supporting back-up documentation required in connection with the Project.
6. Prepare Airport Improvement Program (AIP) Grant Applications, to include SF 424 Application for Federal Assistance form, including project sketch, narrative, financial summary, and Sponsor identification information. There will be 2 grants in FY2025, one for entitlement and the other for AIG/BIL.
7. Provide assistance with forms and supporting documentation required of the Sponsor to obtain partial grant payments from the FAA and State DOT under each grant. Task includes financial document collection and organization, and filing US DOT e-Delphi requests on-line. Assume monthly support for the duration from grant acceptance to grant closeout, currently assumed to be approximately 18 months.
8. Assist Owner by filling out FAA Quarterly Progress Reports while project is in the construction phase. Assume 8 reports. Reports to also be sent to MaineDOT with additional requirements included.
9. As reasonably requested, provide assistance with any other administrative-type work required by the Owner in connection with the Project. The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Owner, the state, the FAA, and other interested parties; disseminating interim project information to the Owner, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.
10. Assist Sponsor with annual DBE reporting.
11. File end of year E-Delphi Airport Improvement Program Grant Financial Summary report, either SF Form 425, and SF 270 (Planning) or SF 271 (Non Planning) forms.
12. Manage Project budget including monthly billings and scope reviews. The Project Manager will provide general project administration and coordination with the staff of the accounting department. The Project Manager will prepare the internal close out forms. The Project Manager will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The Consultant will approve and process invoices



received from Subconsultants and vendors providing services to the Consultant throughout the design phases of the project. The Consultant will prepare and submit monthly invoices to the Sponsor for services provided to the Sponsor and for costs incurred by the Consultant and their Subconsultants. It is anticipated that a total of 18 invoices will be prepared and submitted during the course of the project.

#### **Article II, Construction Administration: Phase 71**

This scope reflects a construction performance period of **6 weeks**. Should this duration change by addendum or construction change order, a modification to the contract will be requested to reflect the increase in construction oversight. The Consultant shall provide construction administration services as required and as requested by the Sponsor during the construction periods.

The Consultant will enter into an agreement with RW Gillespie for testing. An estimate for their fee is included in the fee proposal.

The Consultant's work under this paragraph will include:

1. Prepare contract documents, obtain approvals, Issue Notice of Award and Notice to Proceed. Print and distribute.
2. Conform sets of drawings to incorporate addenda. Print and distribute drawing and specification documents to Contractor and Resident Project Representative (RPR). The number of documents will be at the request of the contractor. Assume 6 full size drawing sets and 6 specifications.
3. Prepare for and direct a virtual pre-construction conference. Preparation materials to include agenda, sign-in sheet and visual graphics for phasing.
4. Prepare and distribute the Construction Management Plan.
5. Establish and maintain a tracking system for all Project construction records (Request for Information (RFI), Change Order (CO), Project Changes (PCN), Cost Proposals, etc.)
6. Review the Contractor's Project Schedule, Submittal Schedule, Available Equipment, and list of proposed subcontractors.
7. Shop Drawing & Submittal Review. This scope assumes no more than 25 shop drawings and materials list reviews and considers Contractor resubmittal as another separate submittal. Review of the Contractor's job mix formula for Hot Mix Airport Pavement to be included.
8. Prepare for and attend bi-weekly job meetings (3 assumed), make observations of work in progress, and provide appropriate reports to the Sponsor.
9. Attend unscheduled site visits as requested by the Contractor, RPR or Sponsor. Attendance by Construction Manager. (assume 1 visit)
10. Attend Contractor's virtual Quality Control Workshop.
11. Coordinate with testing Subconsultant and RPR to verify that all testing requirements are satisfied per the specifications. Review acceptance tests required by specifications.
12. Requests for Information (RFIs) will be responded to through the preparation of written directives and sketches on behalf of the Sponsor to the Contractor. This scope assumes no more than 5 design inquiries will be submitted by the contractor and considers contractor resubmittal as another separate submittal.
13. Negotiate and prepare change orders. Assumed a maximum of 1 change order. Effort to include review of Contractor cost proposals. Assume a total of 2 cost proposals.
14. Prepare for, organize, and direct pre-paving conference to be attended in person.
15. Review and approve periodic estimates submitted by the RPR for partial and final payments to

the Contractor. Assume 4 pay requests.

16. Review weekly Contractor and Subcontractor payrolls for compliance with Davis Bacon wage rates.
17. Provide consultation and advice to the RPR (assume 5 hours per week for Construction Manager).
18. Consult with and advise the Sponsor during construction (assume 3 hours per week for Construction Manager).
19. Attend the final construction inspection and prepare a report on any deficiencies, corrective actions required, etc. as determined at said review.
20. Coordinate with Contractor to verify schedule to complete punch list items.
21. Review the Contractor's record drawings and close-out documentation.

### **Article III, Resident Inspection: Phase 72**

The Consultant will provide full-time inspection services for **6 weeks** of the PROJECT. This scope includes 10 hours per day for a 5-day work week for the duration of the construction. The RPR shall be fully qualified for the work and shall be approved by the Sponsor.

The Consultant's RPR shall perform the following tasks:

1. Undertake a pre-field review of the plans and specifications in order to become familiar with the project documents and project work site.
2. Attend the pre-construction conference.
3. Review and approve requests for monthly and final payments to the Contractor.
4. Prepare daily reports covering the work in progress, delays to construction, unusual events, visitors to the work site, and record daily contract quantities.
5. Coordinate the construction activity with the Sponsor.
6. Provide "as built" information for preparation of "as built" drawings of the completed project.
7. Arrange for, conduct, or witness field, laboratory, or shop tests for construction materials as required by the plans and specifications.
8. Determine the suitability of materials to be used in construction based on shop drawings submitted and test results.
9. Interpret the contract plans and specifications and monitor the construction activities to assure compliance with the intent of the design.
10. Measure, compute, or monitor quantities of work performed and quantities of materials in place for partial and final payments to the contractors; and maintain diaries and other project records to document the work.
11. Attend final inspection.
12. Undertake post-field work as necessary to close out the project.

### **Article IV, Project Closeout: Phase 80**

Upon completion of the project, the Consultant shall prepare and submit the final reimbursement report to the Sponsor, and the final project report for distribution to the FAA and MaineDOT.

The Consultant's services under this paragraph shall include:

1. Prepare As-Builts.
2. Prepare final quantities including overruns / underruns.
3. Prepare and submit the final reimbursement report to the Sponsor.

4. Prepare and distribute FAA final project reports to the Sponsor, MaineDOT and the FAA including electronic deliverables of the project graphics (plans), design report, and other data/reports as needed.
5. Provide assistance with other project closeout requirements, as necessary.
6. Provide financial summary of invoicing, DBE reporting.
7. Final project records archiving and data storage maintenance.

#### **PROJECT SCHEDULE**

The Consultant shall complete the services outlined in Articles I through IV as follows:

- Project Application: April 28, 2025
- Construction start \* September 2025/Spring 2026
- Closeout Fall/Winter 2026

\* The construction start date will depend on when the FAA grant is offered. If the grant is executed in August of 2025 the project may have to be pushed to the spring of 2026.

**APPENDIX C  
AIRPORT CONSULTANT'S DBE/SUBCONSULTANT  
PROPOSED UTILIZATION FORM**

**Must be provided by the Consultant as an attachment to New Technical Proposals**

Consultant Firm: Hoyle, Tanner & Associates, Inc.  
Contact Person: Suzanne L. Sheppard, PE  
E-mail: ssheppard@hoyletanner.com  
Contract Amount: \$231,077.00

Is Your Firm a DBE: Yes ☐ No ☒  
Tele: 603-460-5217 Fax: 603-669-4168

Date of Execution: \_\_\_\_\_  
(For Airport Use Only)

Federal Project PIN # AIP 3-23-0030-xxx-2025

Project Location: Millinocket Municipal Airport

TOTAL ANTICIPATED DBE 0.0 % PARTICIPATION FOR THIS CONTRACT

**LIST ALL CONTRACT SUBCONSULTANTS BELOW**

W B E	D B E	Non DBE	Firm Name	Description of Work	Anticipated \$ Value
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TBD	Testing	\$15,910
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Subconsultant Total >					\$15,910
DBE Total >					\$0

**\*Note: this information is used to track and report anticipated db e participation in all federally funded contracts.**

(AIRPORT'S INTERNAL USE ONLY)

Form received: \_\_\_/\_\_\_/\_\_\_ Verified by: \_\_\_\_\_  
Airport Representative

For a complete list of certified firms and company designation (WBE/DBE) go to  
<http://www.state.me.us/mdot/disadvantaged-business-enterprises/dbe-home.php>

Appendix D

ESTIMATE OF PLANNING/DESIGN/CONSTRUCTION ADMIN RESIDENT ENGINEERING COST

for  
TAXIWAY CONSTRUCTION  
CONSTRUCTION PHASE SERVICES  
at  
MILLINOCKET MUNICIPAL AIRPORT  
for  
TOWN OF MILLINOCKET  
Millinocket, Maine  
January 2025

HOYLE, TANNER PROJECT NO. 23.390801.03

Article I – Project Administration	Hoyle Tanner Phase 01	\$43,200	ACTUAL COST PLUS FIXED FEE
Article II – Construction Administration	Hoyle Tanner Phase 71	\$85,900	ACTUAL COST PLUS FIXED FEE
Article III – Resident Engineering	Hoyle Tanner Phase 72	\$57,200	ACTUAL COST PLUS FIXED FEE
Article IV – Closeout	Hoyle Tanner Phase 80	\$13,500	LUMP SUM
Expenses and Subconsultants	Hoyle Tanner Phase 99	\$31,277	ACTUAL COST

TOTAL ESTIMATED PROJECT COST: \$231,077

CONSTRUCTION PHASE SERVICES

HOYLE, TAMMER PROJECT NO. 23.390801.03

ESTIMATED HOURS BY LABOR CLASSIFICATION													
Task	Description	Principal \$87.13 /HR	Project Manager \$79.75 /HR	Project Engineer \$49.92 /HR	Staff Engineer \$45.96 /HR	Senior CADD Designer \$53.53 /HR	Senior Environmental Coordinator \$63.61 /HR	Environmental Coordinator \$40.84 /HR	Planner \$37.82 /HR	Senior Project Assistant \$49.58 /HR	Senior Grant Administrator \$39.92 /HR	Total Hours	Total Labor Cost
1	Prepare for, attend, and follow up for the project scoping meeting. Efforts to include pre-scoping with the Sponsor and eligibility discussion with FAA. Scoping meetings conducted as a hybrid meeting, virtually.		4	2			1		2	4		13	\$756.39
2	Request Materials Testing services; provide scope; review Subconsultants proposal; negotiate prices; prepare and execute Subconsultant agreement; review Subconsultant monthly invoices, and recurring coordination with Subconsultant on matters of contracting, insurance certificates, schedule updates and related tasks.	1	6	2							4	13	\$825.11
3	Prepare scope and fee and IFE documentation for the project. Submit IFE spreadsheet and scope of work to the Sponsor.		4							12		16	\$913.91
4	Review fee with Sponsor and Negotiate IFE process. Revise scope and fee as necessary to reflect the changes.	1	2							2		3	\$345.78
5	Prepare Contract documents and supporting back-up documentation required in connection with the Project.	1	1								4	6	\$326.54
6	Prepare Airport Improvement Program (AIP) Grant Applications, ID include SF 424 Application for Federal Assistance form, including project sketch, narrative, financial summary, and Sponsor identification information. There will be 2 grants in FY2025, one for entitlement and the other for AIG/BIL.		1	4							8	13	\$598.75
7	Provide assistance with forms and supporting documentation required of the Sponsor to obtain partial grant payments from the FAA and State DOT under each grant. Task includes financial document collection and organization, and filing US DOT e-Delphi requests on-line. Assume monthly support for the duration from grant acceptance to grant closeout, currently assumed to be approximately 18 months.		12								48	60	\$2,872.90
8	Assist Owner by filling out FAA Quarterly Progress Reports while project is in the construction phase. Assume 8 reports. Reports to also be sent to MaineDOT with additional requirements included.		4							8		12	\$715.60
9	As reasonably requested, provide assistance with any other administrative-type work required by the Owner in connection with the Project. The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Owner, the state, the FAA, and other interested parties; disseminating interim project information to the Owner, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.		15								20	35	\$1,994.51
10	Assist Sponsor with annual DBE reporting.		1							4		5	\$278.05
11	File end of year E-Delphi Airport Improvement Program Grant Financial Summary report, either SF Form 425, and SF 270 (Planning) or SF 271 (Non Planning) forms.		2							8		10	\$556.11
12	Manage Project budget including monthly billings and scope reviews. The Project Manager will provide general project administration and coordination with the staff of the accounting department. The Project Manager will prepare the internal close out forms. The Project Manager will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The Consultant will approve and process invoices received from Subconsultants and vendors providing services to the Consultant throughout the design phases of the project. The Consultant will prepare and submit monthly invoices to the Sponsor for services provided to the Sponsor and for costs incurred by the Consultant and their Subconsultants. It is anticipated that a total of 18 invoices will be prepared and submitted during the course of the project.		40								20	60	\$3,988.19
	TOTAL HOURS	3	92	8	0	0	1	0	2	38	104	248	
	TOTAL DIRECT LABOR	\$261.39	\$7,336.74	\$399.36	\$0.00	\$0.00	\$63.61	\$0.00	\$75.65	\$1,883.92	\$4,151.18		\$14,171.85

DIRECT LABOR  
OVERHEAD  
FIXED FEE

\$14,171.85  
165.50%  
15%

\$23,454.41  
\$37,626.26  
\$5,600.00

ACTUAL COST PLUS FIXED FEE

\$45,200

Article II – Construction Administration  
 Hoyle Tanner Phase 71

MILLINOCKET MUNICIPAL AIRPORT  
 TAXIWAY CONSTRUCTION  
 CONSTRUCTION PHASE SERVICES

HOYLE, TANNER PROJECT NO. 23-390801.03

		ESTIMATED HOURS BY LABOR CLASSIFICATION										Total Hours	Total Labor Cost
Task	Description	Principal \$87.13 /HR	Project Manager \$79.75 /HR	Project Engineer \$49.92 /HR	Staff Engineer \$45.96 /HR	Senior CAD Designer \$53.53 /HR	Construction Manager \$85.54 /HR	Senior Environmental Coordinator \$63.61 /HR	Environmental Coordinator \$40.84 /HR	Planner \$37.82 /HR	Senior Project Assistant \$49.58 /HR	Senior Grant Administrator \$39.92 /HR	
1	Prepare contract documents, obtain approvals, issue Notice of Award and Notice to Proceed. Print and distribute.	1					8					2	\$851.28
2	Conform sets of drawings to incorporate addenda. Print and distribute drawing and specification documents to Contractor and Resident Project Representative (RPR). The number of documents will be at the request of the contractor. Assume 6 full size drawing sets and 6 specifications.			4		8	2					2	\$878.82
3	Prepare for and direct a virtual pre-construction conference. Project Manager and Construction Manager to attend in person. Preparation materials to include agenda, sign-in sheet and visual graphics for phasing.		16				20						\$2,986.76
4	Prepare and distribute the Construction Management Plan.				8		2					6	\$538.74
5	Establish and maintain a tracking system for all Project construction records (Request for Information (RFI), Change Order (CO), Project Changes (PCO), Cost Proposals, etc.)												\$239.49
6	Review the Contractor's Project Schedule, Submittal Schedule, Available Equipment, and list of proposed subcontractors.				2		2						\$263.00
7	Shop Drawing & Submittal Review. This scope assumes no more than 25 shop drawings and materials list reviews and considers Contractor resubmittal as another separate submittal. Review of the Contractor's job mix formula for Hot Mix Asphalt Pavement (P-403) to be included.	1			36		20				12		\$3,931.39
8	Prepare for and attend bi-weekly job meetings (3 assumed), make observations of work in progress, and provide appropriate reports to the Sponsor.						50						\$4,277.00
9	Attend unscheduled site visits as requested by the Contractor, RPR or Sponsor. Attendance by Construction Manager. (Assume 1 visit)						16						\$1,368.64
10	Attend Contractor's virtual Quality Control Workshop.						1						\$85.54
11	Coordinate with testing Subcontractor and RPR to verify that all testing requirements are satisfied per the specifications. Review acceptance tests required by specifications.						4						\$342.16
12	Requests for information (RFIs) will be responded to through the preparation of written directives and sketches on behalf of the Sponsor to the Contractor. This scope assumes no more than 5 design inquiries will be submitted by the contractor and considers contractor resubmittal as another separate submittal.				12		8				1		\$1,275.73
13	Negotiate and prepare change orders. Assumed a maximum of 1 change order. Effort to include review of Contractor cost proposals. Assume a total of 2 cost proposals.				6		8						\$960.07
14	Prepare for, organize, and direct pre-paving conference to be attended in person.						18						\$1,539.72
15	Review and approve periodic estimates submitted by the RPR for partial and final payments to the Contractor. Assume 4 pay requests.						16				4		\$1,528.30
16	Review weekly Contractor and Subcontractor payrolls for compliance with Davis Bacon wage rates.										10		\$399.15
17	Provide consultation and advice to the RPR (assume 5 hours per week for Construction Manager).						30						\$2,566.20
18	Consult with and advise the Sponsor during construction (assume 3 hours per week for Construction Manager).						18						\$1,539.72
19	Attend the final construction inspection and prepare a report on any deficiencies, corrective actions required, etc. as determined at said review items.						20						\$1,710.80
20	Coordinate with Contractor to verify schedule to complete punch list items.						6						\$513.24
21	Review the Contractor's record drawings and close-out documentation.						4						\$342.16
	TOTAL HOURS	2	16	4	64	8	253	0	0	0	0	37	\$28,137.89
	TOTAL DIRECT LABOR	\$174.26	\$1,275.96	\$199.68	\$2,941.29	\$428.23	\$21,641.62	\$0.00	\$0.00	\$0.00	\$0.00	\$1,478.86	\$28,137.89

DIRECT LABOR	\$28,137.89
OVERHEAD	\$46,568.22
	\$74,706.11
FIXED FEE	\$11,200.00
15%	
ACTUAL COST PLUS FIXED FEE	\$85,906.11

MILLINOCKET MUNICIPAL AIRPORT  
TAXIWAY CONSTRUCTION  
CONSTRUCTION PHASE SERVICES

Expenses  
Hoyle Tanner Phase 99

HOYLE, TANNER PROJECT NO. 23.390801.03

Reimbursable Expenses		Mileage & Tolls \$325.14 /trip	Postage & Communications	Printing	Lodging \$119.90 /night	Per Diem		GPS Unit \$150.00 /day	Construction Supplies	Expenses Total	Subconsultant	Subconsultant Fees
						\$68.00 /full day	\$51.00 /travel day					
Article I – Project Administration		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Article II – Construction Administration		\$1,951.00	\$0.00	\$500.00	\$719.00	\$0.00	\$612.00	\$0.00	\$0.00	\$3,782.00	Testing	\$ 15,910.00
Article III – Resident Engineering construction weeks: <span style="border: 1px solid black; padding: 0 5px;">6</span> Day Resident (6 weeks, 5 days/week) Site Travel: (10 miles/day x 42 days x mileage rate) view formulas		\$2,601.00 \$223.00	\$0.00	\$0.00	\$5,395.00	\$2,856.00	\$510.00	\$0.00	\$0.00	\$11,585.00		
Article IV – Closeout		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total:		\$4,775.00	\$0.00	\$500.00	\$6,114.00	\$3,978.00		\$0.00	\$0.00	\$15,367.00		

Reimbursables Expenses: \$15,367.00

Subconsultants: \$15,910.00

Total Expenses: \$31,277.00