



Board of County Commissioners Agenda Request

2R
Agenda Item #

Requested Meeting Date: August 24, 2021

Title of Item: Adopt Resolution Airport Improvement Program Project

| | | |
|--|--|---|
| <input type="checkbox"/> REGULAR AGENDA | Action Requested: | <input type="checkbox"/> Direction Requested |
| <input checked="" type="checkbox"/> CONSENT AGENDA | <input type="checkbox"/> Approve/Deny Motion | <input type="checkbox"/> Discussion Item |
| <input type="checkbox"/> INFORMATION ONLY | <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i> | <input type="checkbox"/> Hold Public Hearing* |
| Submitted by: Jessica Seibert | | Department: Administration |
| Presenter (Name and Title): | | Estimated Time Needed: |
| Summary of Issue: Please see attached. | | |
| Alternatives, Options, Effects on Others/Comments: | | |
| Recommended Action/Motion: Adopt resolution for Airport Improvement Program funding. | | |
| Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> | | |

Legally binding agreements must have County Attorney approval prior to submission.

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED August 24, 2021

By Commissioner:

20210824-xxx

FAA Airport Improvement Program Project

WHEREAS, It has been determined that the lighting at the Aitkin Municipal Airport requires upgrading and funds are available through the Federal Aviation Administration for improvement projects;

NOW THEREFORE BE IT RESOLVED that the Aitkin County Board of Commissioners does hereby adopt this resolution authorizing application and acceptance of Airport Improvement Program Project funds for the Aitkin Municipal – Steve Kurtz Field Airport.

Commissioner _____ moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 24th day of August, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 24th day of August, 2021

Jessica Seibert
County Administrator



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

6020 28th Avenue S, Suite 102
Minneapolis, MN 55450

August 3, 2021

Ms. Jen Thompson
City of Aitkin
109 First Avenue NW
Aitkin, MN 56431

Dear Ms. Thompson:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. **3-27-0002-021-2021** at Aitkin Municipal-Steve Kurtz Field in Aitkin, Minnesota Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Jacob Martin, (612) 253-4634, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in blue ink that reads "E. Lindsay Butler". The signature is written in a cursive, flowing style.

E. Lindsay Butler
Deputy ADO Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

| | |
|--------------------------|---|
| Federal Award Offer Date | August 3, 2021 |
| Airport/Planning Area | Aitkin Municipal-Steve Kurtz Field Airport |
| FY2021 AIP Grant Number | 3-27-0002-021-2021 |
| Unique Entity Identifier | 140063871 |

TO: **County & City of Aitkin**
 (herein called the "Sponsor")
Channeled through the State of Minnesota

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 21, 2021, for a grant of Federal funds for a project at or associated with the Aitkin Municipal-Steve Kurtz Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Aitkin Municipal-Steve Kurtz Field Airport (herein called the "Project") consisting of the following:

Reconstruct Runway 16/34 Medium Intensity Runway Lights

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$229,798.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 229,798 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close Out and Termination
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
 3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
 5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
 6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2021, or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
-

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated May 18, 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

23. Employee Protection from Reprisal.

- a. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

24. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
25. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Butler

(Typed Name)

Deputy Manager, FAA-DMA-ADO

(Title of FAA Official)

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

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 3, 2021

City of Aitkin

(Name of Sponsor)

RoseBeverly
RoseBeverly (Aug 3, 2021 13:27 CDT)

(Signature of Sponsor's Authorized Official)

By: RoseBeverly

(Typed Name of Sponsor's Authorized Official)

Title: Airport Manager, Aitkin City Administrator

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Heinrich A. Brucker, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 3, 2021

By:

Heinrich A. Brucker
Heinrich A. Brucker (Aug 3, 2021 14:00 CDT)
(Signature of Sponsor’s Attorney)

Part II - Acceptance

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

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

County of Aitkin

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By:

(Signature of Sponsor’s Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. 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.
- b. 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.
- c. 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, 25, 30, 32, 33, and 34 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 project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 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 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- 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 Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement 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 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 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.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 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.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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.

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure 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.

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 section 44706 of Title 49, United States Code, 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, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), 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 Section 47112 of Title 49, United States Code. 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 airmen 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 Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 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 Section 47107 of Title 49, United States Code.

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, or rights in buildings of the sponsor 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, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any 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 §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The (**County & City of Aitkin**), 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 that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin 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 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, creed, sex, age, or handicap 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport

development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid 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, (1) 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 Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid 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.

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

33. Foreign Market Restrictions.

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

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of April 21, 2021.

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 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 1936 (31 U.S.C. 3801).

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 section 47102 of title 49, U.S.C.) 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.

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

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

Application for Federal Assistance SF-424

| | | |
|--|--|--|
| * 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | * If Revision, select appropriate letter(s): _____ * Other (Specify): _____ |
|--|--|--|

| | |
|------------------------------|---------------------------------|
| * 3. Date Received: _____ | 4. Applicant Identifier: AIT |
|------------------------------|---------------------------------|

| | |
|---|--|
| 5a. Federal Entity Identifier: 69592 | 5b. Federal Award Identifier: 3-27-0002-21-21 |
|---|--|

State Use Only:

| | |
|---------------------------------------|--|
| 6. Date Received by State: 04/15/2020 | 7. State Application Identifier: S.P. A0101-49 |
|---------------------------------------|--|

8. APPLICANT INFORMATION:

| | |
|---|--|
| * a. Legal Name: Aitkin Municipal Airport Authority | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): 41-6004918 | * c. Organizational DUNS: 1400638710000 |

d. Address:

| |
|---------------------------------|
| * Street1: 1198 Air Park Drive |
| Street2: _____ |
| * City: Aitkin |
| County/Parish: Aitkin |
| * State: MN: Minnesota |
| Province: _____ |
| * Country: USA: UNITED STATES |
| * Zip / Postal Code: 56431-0000 |

e. Organizational Unit:

| | |
|---|-------------------------|
| Department Name: d/b/a Steve Kurtz Field | Division Name: _____ |
|---|-------------------------|

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

| | |
|---------------------|----------------------|
| Prefix: _____ | * First Name: Thomas |
| Middle Name: _____ | |
| * Last Name: Klevan | |
| Suffix: _____ | |

| |
|--|
| Title: Assistant North Region Engineer |
|--|

| |
|--|
| Organizational Affiliation: MnDOT - Office of Aeronautics |
|--|

| | |
|----------------------------------|-------------------|
| * Telephone Number: 612-422-8602 | Fax Number: _____ |
|----------------------------------|-------------------|

| |
|------------------------------------|
| * Email: thomas.klevan@state.mn.us |
|------------------------------------|

Application for Federal Assistance SF-424

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

E: Regional Organization

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

DOT - Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Runway 16/34 Lighting - Removal and replacement of airport runway lights, threshold lights, taxiway lights, and guidance signs.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

| | |
|---------------------|---|
| * a. Federal | <input type="text" value="229,799.00"/> |
| * b. Applicant | <input type="text" value="0.00"/> |
| * c. State | <input type="text" value="0.00"/> |
| * d. Local | <input type="text" value="0.00"/> |
| * e. Other | <input type="text" value="0.00"/> |
| * f. Program Income | <input type="text" value="0.00"/> |
| * g. TOTAL | <input type="text" value="229,799.00"/> |

*** 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? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

Ryan Gaug

Digitally signed by Ryan Gaug
Date: 2021.04.21 09:50:34
-05'00'

* Date Signed:

Airport: Aitkin Municipal Airport (AIT)
Sponsor: Aitkin Municipal Airport Authority (DUNS 140063871)
State Project No.: A0101-49
AIP: 3-27-0002-21-21
Description: Runway 16/34 Lighting (MIRLs)
Version: App (4/19/2021)

| Description | Total | Federal Programs | | MnDOT | Local |
|--|----------------------|----------------------|---------------------|----------------|---------------|
| | | AIP | ARPA | | |
| Construction | | | | | |
| Schedule 1 - Runway 16/34 Lighting | \$ 163,497.32 | \$ 147,147.59 | \$ 16,349.73 | \$ - | \$ - |
| Schedule 2 - Constant Current Regulator | \$ 9,902.00 | \$ 8,911.80 | \$ 990.20 | \$ - | \$ - |
| CONSTRUCTION SUBTOTAL | \$ 173,399.32 | \$ 156,059.39 | \$ 17,339.93 | \$ - | \$ - |
| Engineering | | | | | |
| Design & Bidding Services (Bolton & Menk, Inc) | \$ 29,900.00 | \$ 26,910.00 | \$ 2,990.00 | \$ - | \$ - |
| Construction Engineering (Bolton & Menk, Inc) | \$ 26,000.00 | \$ 23,400.00 | \$ 2,600.00 | \$ - | \$ - |
| ENGINEERING SUBTOTAL | \$ 55,900.00 | \$ 50,310.00 | \$ 5,590.00 | \$ - | \$ - |
| Admin | | | | | |
| Estimated Admin Fees (0.22% of total cost) | \$ 500.00 | \$ 450.00 | \$ 50.00 | \$ - | \$ - |
| ADMIN SUBTOTAL | \$ 500.00 | \$ 450.00 | \$ 50.00 | \$ - | \$ - |
| TOTAL (before adjustments) | \$ 229,799.32 | \$ 206,819.39 | \$ 22,979.93 | \$ - | \$ - |
| Grant Amounts | \$ 229,799.32 | \$ 229,799.00 | \$ - | \$ 0.32 | |
| Overall Share Percentages | | 100.000% | | 0.000% | 0.000% |



March 18, 2021

Mr. Matt Lebens, P.E.
 Airport Development Engineer
 MnDOT Office of Aeronautics
 222 East Plato Blvd.
 St. Paul, MN 55107

RE: Grant Application
 Aitkin Airport (AIT)
 Runway 16/34 Lighting

Dear Mr. Lebens:

Please find enclosed the bid abstract, pre-construction photos, signed professional service agreement, SAMS registration, FAA cost-price analysis, and plans and specifications for the aforementioned project at the Aitkin Airport in Aitkin, Minnesota.

The aforementioned project involves removal and replacement of the airport runway lights, threshold lights, taxiway lights, and guidance signs.

The following is a breakdown of costs associated with this grant request:

| CONSTRUCTION (PARSONS ELECTRIC, LLC) | TOTAL | FAA (90%) | ARPA FUNDS (10%) |
|---|---------------------|---------------------|-------------------------|
| SCHEDULE 1: RUNWAY 16/34 LIGHTING | \$163,497.32 | \$147,147.59 | \$16,349.73 |
| SCHEDULE 2: CONSTANT CURRENT REGULATOR | \$9,902.00 | \$8,911.80 | \$990.20 |
| TOTAL CONSTRUCTION: | \$173,399.32 | \$156,059.39 | \$17,339.93 |
| | | | |
| ENGINEERING (BOLTON & MENK, INC.) | TOTAL | FAA (90%) | ARPA FUNDS (10%) |
| DESIGN AND BIDDING SERVICES | \$29,900.00 | \$26,910.00 | \$2,990.00 |
| CONSTRUCTION ENGINEERING | \$26,000.00 | \$23,400.00 | \$2,600.00 |
| TOTAL ENGINEERING: | \$55,900.00 | \$50,310.00 | \$5,590.00 |
| | | | |
| CITY ADMINISTRATION (CITY OF PINE RIVER) | TOTAL | FAA (90%) | ARPA FUNDS (10%) |
| CITY ADMINISTRATION | \$500.00 | \$450.00 | \$50.00 |
| TOTAL CITY ADMINISTRATION: | \$500.00 | \$450.00 | \$50.00 |
| | | | |
| | TOTAL | FAA (90%) | ARPA FUNDS (10%) |
| TOTAL PROJECT COST: | \$229,799.32 | \$206,819.39 | \$22,979.93 |

The City of Aitkin requests a Federal grant agreement in the amount of \$ 229,799.32 for the aforementioned project. If you need any further information or documentation, please feel welcome to contact me at cityadmin@ci.aitkin.mn.us or 218-927-2527.

Sincerely,



Rose Beverly
City Administrator

cc: Jake Martin, FAA DMA-ADO
Don Berre, MnDOT Aeronautics
Ron Roetzel, Bolton & Menk, Inc.

Enclosures:

- Bid Abstract
- Pre-Construction Photos
- Signed Professional Service Agreement
- SAMS Registration
- FAA Cost-Price Analysis
- Plans and Specifications

ABSTRACT
 RUNWAY 16/34 LIGHTING
 AIP NO. 3-27-0002-20-21/SP NO. A0101-49
 AITKIN AIRPORT (AIT)
 AITKIN, MINNESOTA
 BMI PROJECT NO. OTS.123164

03/17/2021 02:00 PM CDT

| Line Item | Item Code | Item Description | UoM | Quantity | Engineer Estimate | | 1 | | 2 | | 3 | | 4 | | 5 | | 6 | |
|---|-----------|---|----------|----------|-------------------|---------------------|----------------------|--------------------------|------------------|---------------------|--------------------------|-----------------------|-------------|---------------------|-------------|---------------------|-------------|---------------------|
| | | | | | Unit Price | Extension | Parsons Electric LLC | Neo Electrical Solutions | MP Nexlevel, LLC | Strata Corporation | HOLDEN ELECTRIC CO., INC | Design Electric, Inc. | | | | | | |
| SCHEDULE 1: RUNWAY 16/34 LIGHTING | | | | | | | | | | | | | | | | | | |
| 1 | GP 70-08 | PROVIDE & INSTALL RUNWAY CLOSURE CROSS | SET | 1 | \$3,000.00 | \$3,000.00 | \$3,918.00 | \$3,918.00 | \$1,100.00 | \$1,100.00 | \$4,676.00 | \$4,676.00 | \$12,000.00 | \$12,000.00 | \$7,350.00 | \$7,350.00 | \$8,188.96 | \$8,188.96 |
| 2 | GP 70-08 | PROVIDE & INSTALL LOW PROFILE BARRICADE | EACH | 3 | \$300.00 | \$900.00 | \$157.00 | \$471.00 | \$700.00 | \$600.00 | \$700.00 | \$600.00 | \$500.00 | \$1,500.00 | \$265.00 | \$795.00 | \$321.00 | \$963.00 |
| 3 | C-105 | MOBILIZATION | LUMP SUM | 1 | \$16,000.00 | \$16,000.00 | \$27,858.00 | \$27,858.00 | \$12,100.00 | \$12,100.00 | \$15,627.00 | \$15,627.00 | \$24,000.00 | \$24,000.00 | \$15,000.00 | \$15,000.00 | \$27,703.28 | \$27,703.28 |
| 4 | P-101-5.1 | REMOVE EDGE LIGHT | EACH | 57 | \$30.00 | \$1,710.00 | \$48.36 | \$2,756.52 | \$95.00 | \$5,415.00 | \$74.00 | \$4,218.00 | \$170.00 | \$6,840.00 | \$220.00 | \$12,540.00 | \$457.20 | \$26,060.40 |
| 5 | P-101-5.2 | REMOVE GUIDANCE SIGN | EACH | 1 | \$500.00 | \$500.00 | \$387.00 | \$387.00 | \$500.00 | \$500.00 | \$425.00 | \$425.00 | \$500.00 | \$500.00 | \$296.00 | \$296.00 | \$370.19 | \$370.19 |
| 6 | P-101-5.3 | REMOVE, SALVAGE, AND REINSTALL YELLOW CONE | EACH | 14 | \$100.00 | \$1,400.00 | \$77.50 | \$1,015.00 | \$95.00 | \$1,330.00 | \$60.00 | \$840.00 | \$50.00 | \$700.00 | \$105.00 | \$1,470.00 | \$193.29 | \$2,706.06 |
| 7 | L-108-5.1 | TRENCHING FOR ELECTRICAL CONDUIT, 18-INCH MINIMUM DEPTH | LIN FT | 8500 | \$2.00 | \$17,000.00 | \$0.25 | \$2,125.00 | \$1.50 | \$12,750.00 | \$2.39 | \$20,315.00 | \$2.50 | \$21,250.00 | \$3.73 | \$31,713.50 | \$3.75 | \$31,875.00 |
| 8 | L-108-5.2 | SKY CABLE INSTALLED IN CONDUIT | LIN FT | 8500 | \$1.50 | \$12,750.00 | \$1.22 | \$10,370.00 | \$1.33 | \$11,305.00 | \$1.34 | \$11,190.00 | \$3.00 | \$25,500.00 | \$1.21 | \$10,285.00 | \$1.45 | \$12,325.00 |
| 9 | L-108-5.3 | NO. 6 COPPER COUNTERPOISE WIRE W/GROUND RODS | LIN FT | 8470 | \$3.00 | \$25,410.00 | \$2.94 | \$24,901.80 | \$2.16 | \$18,295.20 | \$2.00 | \$16,940.00 | \$1.20 | \$10,164.00 | \$1.82 | \$15,449.28 | \$2.66 | \$22,530.20 |
| 10 | L-110-5.1 | NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH | LIN FT | 8500 | \$3.50 | \$29,750.00 | \$0.75 | \$6,375.00 | \$1.10 | \$9,350.00 | \$2.47 | \$20,995.00 | \$5.00 | \$42,500.00 | \$1.50 | \$12,750.00 | \$1.75 | \$10,675.00 |
| 11 | L-125-5.1 | L-861 MEDIUM INTENSITY RUNWAY LIGHT, LED | EACH | 40 | \$1,500.00 | \$60,000.00 | \$1,108.00 | \$44,320.00 | \$1,310.00 | \$52,400.00 | \$1,569.00 | \$62,760.00 | \$1,000.00 | \$40,000.00 | \$1,639.30 | \$65,572.00 | \$1,535.00 | \$61,400.00 |
| 12 | L-125-5.2 | L-861SE MEDIUM INTENSITY RUNWAY THRESHOLD LIGHT, LED | EACH | 16 | \$1,500.00 | \$24,000.00 | \$1,248.00 | \$19,968.00 | \$1,490.00 | \$23,840.00 | \$1,695.00 | \$27,120.00 | \$1,400.00 | \$22,400.00 | \$1,776.68 | \$28,426.88 | \$1,664.78 | \$26,636.48 |
| 13 | L-125-5.3 | L-861T MEDIUM INTENSITY TAXIWAY LIGHT, LED | EACH | 16 | \$1,500.00 | \$24,000.00 | \$959.00 | \$15,344.00 | \$1,198.00 | \$19,168.00 | \$1,408.00 | \$22,528.00 | \$800.00 | \$12,800.00 | \$1,472.50 | \$23,560.00 | \$1,988.36 | \$31,813.76 |
| 14 | L-125-5.4 | L-858 GUIDANCE SIGN, 2 MODULE, LED | EACH | 1 | \$3,000.00 | \$3,000.00 | \$3,688.00 | \$3,688.00 | \$3,375.00 | \$3,375.00 | \$4,631.00 | \$4,631.00 | \$4,500.00 | \$4,500.00 | \$6,273.00 | \$6,273.00 | \$3,787.14 | \$3,787.14 |
| SCHEDULE 1 BID AMOUNT | | | | | | \$219,420.00 | | \$163,497.32 | | \$171,528.20 | | \$213,065.00 | | \$224,654.00 | | \$231,030.66 | | \$257,384.47 |
| SCHEDULE 2: CONSTANT CURRENT REGULATOR | | | | | | | | | | | | | | | | | | |
| 15 | L-125-5.5 | CONSTANT CURRENT REGULATOR, 4 KW, COMPLETE, IN PLACE | EACH | 1 | \$8,500.00 | \$8,500.00 | \$9,902.00 | \$9,902.00 | \$11,041.00 | \$11,041.00 | \$11,435.00 | \$11,435.00 | \$15,000.00 | \$15,000.00 | \$11,367.00 | \$11,367.00 | \$15,352.53 | \$15,352.53 |
| SCHEDULE 2 BID AMOUNT | | | | | | \$8,500.00 | | \$9,902.00 | | \$11,041.00 | | \$11,435.00 | | \$15,000.00 | | \$11,367.00 | | \$15,352.53 |
| TOTAL BID AMOUNT (SCHEDULE 1 + SCHEDULE 2) | | | | | | \$227,920.00 | | \$173,399.32 | | \$182,569.20 | | \$224,500.00 | | \$239,654.00 | | \$242,397.66 | | \$272,737.00 |











Real People. Real Solutions.

**WORK ORDER 3
TO
PROFESSIONAL SERVICES CONTRACT
(DESIGN, BIDDING, AND CONSTRUCTION SERVICES)**

**DESIGN AND CONSTRUCTION
RUNWAY 16/34 AIRFIELD LIGHTING**

**AITKIN AIRPORT
AITKIN, MINNESOTA**

BETWEEN: The City of Aitkin
A Minnesota municipal corporation (CLIENT)

AND: (CONSULTANT)

EFFECTIVE DATE: December _____, 2020

RECITALS

1. The City of Aitkin and Aitkin County jointly owns and operates the Aitkin Airport located near Aitkin, MN.
2. This is **Work Order #3** to the Professional Services Contract, between the Aitkin Airport and Bolton & Menk, Inc. The Professional Services Contract effective March 8, 2019 is referred to herein as the “**Master Agreement**”.

AGREEMENT

DESCRIPTION

The CONSULTANT agrees to provide Design, Bidding, and Construction Administration Services for the construction of a new airfield lighting for Runway 16/34 and the north portion of Taxiway A, all at the Aitkin Airport (herein referred to as the **Project**).

PROJECT UNDERSTANDING

The existing MIRLs on Runway 16/34 are nearing the end of their useful life. The runway lighting electrical wiring and transformers are showing signs of deterioration and need replacement. The project includes removing the existing Runway 16/34 MIRLs and the installation of new MIRLs. The REILs and PAPIs will be replaced under a future contract.

I.A. BASIC SERVICES

BASIC SERVICES

For purposes of this Work Order, the Basic Services to be provided by the CONSULTANT are as follows:

1. DESIGN & BID ADMINISTRATION

1.1. Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with FAA and MnDOT if needed and other concerned agencies and parties on matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor. It is anticipated that there will be a maximum of 3 meetings with the Sponsor and/or the FAA and MnDOT.

Through onsite evaluation, Consultant will evaluate and document the condition of the existing electrical system of the runway lighting as well as components of the electrical vault.

1.2. Project Meetings and Coordination with Sponsor, FAA, MnDOT, etc. Consultant shall coordinate with the subconsultants, sponsor, FAA, MnDOT and other applicable agencies to complete the work elements in Phase 1.

1.2.1. The task includes one meeting at the Airport, attended by the Project Manager. The Consultant will prepare for and conduct up to two (2) meetings at the Airport Sponsor to present the findings of the design phase and any alternatives and recommendations for the project. The result of the meeting(s) will be an agreed upon project design parameters to proceed forward with final construction documents.

1.2.2. Coordination with FAA, MnDOT, Local agencies, subconsultants, etc. The Consultant shall coordinate the project parameters and criteria with the project stakeholders including the FAA, State, Sponsor, and Project Manager.

1.2.3. This task includes one progress meeting per week will be held, one-hour in duration, with all design team members through the duration of the design phase.

1.2.4. Consultant will prepare agendas and minutes for each meeting referenced above.

1.2.5. Subconsultant will be used for portions of the Project.

1.3. Topographical Surveying

1.3.1. Coordination to collect existing data and locate utilities. This task includes data collection, as-built plan set review, and research of available existing survey information in order to gather information on existing topography and utilities. This also includes coordination for field utility locates with the Sponsor, FAA, and Mn/DOT.

1.3.2. Survey control. Survey control will be established and used for design surveys. The Consultant will provide a drawing showing the location of the existing or established control for the project and perform necessary bench loop and traverse procedures to

verify accuracy of vertical and horizontal control points. If applicable, the Consultant will establish runway end coordinates and centerline alignments and tie these into the project survey control. One trip will be required for a two-person survey crew to establish survey control for the project.

1.3.3. Field work. Survey work will include all utilities; pavement edges, and intermediate shots; ground shots; lights; signs; and electrical duct markers and hand holes. It is anticipated that the field work will require one trip to the airport by a one-person survey crew.

1.3.4. Convert survey data for design software. This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling.

1.4. Aeronautical Survey (**Not required for this project**)

1.5. Geotechnical Investigation (**Not required for this project**)

1.6. Project Layout Sheet

Consultant shall complete a project layout sheet that will depict the proposed improvements.

1.7. FAA Pavement Design Report and Form 5100 (**Not required for this project**)

1.8. Construction Safety and Phasing Plan (CSPP)

Consultant will complete the Construction Safety and Phasing Plan (CSPP), and FAA will upload CSPP information through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The CSPP will be prepared according to current FAA Guidelines.

1.9. Modification of Airport Design Standards

As needed, the Consultant will prepare a Request for Modification of Federal Construction Standards if found to be necessary for the project. The Mod to Standards will discuss modifications required under the Bid Packages. The Mod to Standards will be submitted to the Sponsor for acceptance. This document will be forwarded to the FAA for approval along with final plans, contract documents and specifications.

1.10. Prepare 90% Plans, Specifications and Cost Estimate

Plans at 90% stage will be prepared for the Project. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project: "Taxiway A Reconstruction". The following list of drawings will be used as a guideline. Additional drawings may be added during the design phase, if required.

General:

G-001 Cover Sheet, Sheet Index & Symbols

G-003 General Notes

G-021 Project Layout Plan

~~G-061 Project Quantity Tables~~

G-081 Construction Operations & Phasing Plan

Geotechnical:

N/A

Civil:**General**

- C-021 Erosion Control Plans
- C-031 Erosion Control Details
- C-081 Geometrics
- ~~C-091 Existing Contours~~

Site

- ~~C-101 Grading & Drainage Plans~~
- ~~C-301 Typical Sections~~
- ~~C-311 Paving Details~~
- ~~C-321 Jointing Plans~~

Utility

N/A

Storm Sewer

N/A

Marking

N/A

X-Sections

N/A

Electrical:

- E-101 Electrical Removals Plan
- E-201 Electrical Layout Plan
- ~~E-401 Electrical Vault Layout~~
- E-501 Wiring Diagrams
- E-601 Electrical Details

1.10.1. Prepare 90% Specifications

This work includes preparation of standard and supplemental specifications, necessary to establish the construction requirements of the project. Standard FAA specifications will be assembled and reviewed for relevancy to the project. Additional specifications will be prepared to address work items or materials not covered by FAA specifications. In addition, supplemental specifications will be included, where deemed necessary. If included, supplemental specifications shall not revise nor override FAA standard specifications, unless approved as a Modification to Standards (MOS).

1.10.2. Prepare 90% Contract Documents

The Consultant will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, Federal Requirements, Preliminary Bid Schedule, Wage Rates, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary contract documents

will be prepared as early as possible during the design phase and submitted to the Owner for review by the Owner. Also review and incorporate the Sponsor's general provisions and contract clauses, as required.

1.10.3. Prepare 90% Special Provisions

The Consultant will prepare Special Provisions to address, or expand on, conditions that require additional clarification.

1.10.4. Conduct 90% Quality Control Reviews

a. Following the completion of the preliminary plans and specifications, the Engineer will complete a QC review of the 90% submittal and address all comments/updates. When the QC review is complete, the Consultant will submit a 90% set of drawings and specifications to the Sponsor for their review/comment and the FAA for their review and concurrence with the preliminary design.

1.10.5. Prepare 90% Engineer's Design Report

Prepare the 90% Engineer's Design Report in accordance with Section 900 of the AIP handbook and the FAA Central Region's AIP Sponsor Guide and submit to the FAA for their concurrence.

1.10.6. Prepare 90% Cost Estimate and Budget

Calculate estimated preliminary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. Consultant will then use recent bid prices and industry standards to prepare a 30% and 90% cost estimates. Prepare total project budget using the FAA form "Final Project Cost Summary" format to determine FAA and Sponsor funds needed.

1.11. Prepare Final Plans and Specifications and Cost Estimate

1.11.1. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the Sponsor's review of the 90% submittal.

1.11.2. Prepare Final Cost Estimate and Final Estimated Budget

Using the final quantities calculated following the completion of the plans and specifications, the Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available. Prepare final estimated total project budget using the FAA form "Final Project Cost Summary" format to determine FAA and Sponsor funds needed.

1.12. Prepare Construction Management Plan **(Not required for this project)**

1.13. Prepare Disadvantaged Business Plan (DBE) **(Not required for this project)**

1.14. Prepare Advertisement for Bids and Bid Documents

Consultant shall prepare, reproduce and distribute a total of 10 sets of bidding documents for the project. Consultant will submit a copy to the Sponsor for distribution to the local and selected publications of the pending project. The Sponsor shall pay for the associated cost of

advertising. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The consultant will also keep a current list of plan holders and distribute this to interested parties upon request. This task includes coordination required to facilitate these requests.

1.15. Respond to Bidders Questions

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

1.16. Prepare and Distribute Addendums

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the FAA. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and the Consultant shall be reimbursed for this effort as an amendment to this contract.

1.17. Bid Opening

The Consultant will attend the bid opening.

1.18. Bid Review and Bid Tabulation

Consultant shall advise Board as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the Apparent Low Bidder.

1.19. Prepare Recommendation for Award

The Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the Sponsor.

1.20. Prepare Grant Application

The Application may be prepared after the project design has been completed and the bids accepted or the FAA may require the Application to be completed early during the design phase. Preparation of the Application will include the following:

- Prepare Federal Grant Preapplication Checklist
- Prepare FAA Form 5100-100 including Program Narrative, discussing the Purpose and Need of the Work and the Method of Accomplishment

- Prepare Project Schedule
- Prepare Project Costs Estimate and Funding Summary
- Prepare Exhibit
- Obtain photographs of project site to be submitted with application.

The Consultant will submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor will forward the signed Application to the FAA for further processing.

1.21. Environmental Review, CATEX

CONSULTANT will prepare a proposed actions graphic and Categorical Exclusion (CATEX) Checklist Form based upon FAA Orders 1050.1E and 5050.4B for the Project. CATEX Long Form (PPM 5050.20 Appendix C) will be prepared along with supporting research, analysis and documentation as required by the Federal Aviation Administration (FAA) for proposed Federal action. The following environmental impact categories will be evaluated during development of the CATEX:

Environmental Resource Area Review for Potential Effects and Impact:

- | | |
|---|--|
| a. Air Quality | m. Floodplains |
| b. Archaeological | n. Hazardous Materials |
| c. Biotic Communities | o. Historic |
| d. Coastal Resources | p. Light Emissions |
| e. Compatible Land Use | q. Natural Resources |
| f. Construction Impacts | r. Noise Levels |
| g. Endangered Species | s. Parks, Public Lands, Refuges and Recreational Resources |
| h. Energy Supply and Natural Resources | t. Surface Transportation |
| i. Environmental Justice | u. Water Quality |
| j. Essential Fish Habitat | v. Wetlands |
| k. Farmland | w. Wild and Scenic Rivers |
| l. Migratory Bird Treaty Act | |

Other Required Environmental Considerations:

- | | |
|-----------------------|-------------------------|
| a. Connected Actions | d. Environmental Laws |
| b. Cumulative Actions | e. Highly Controversial |
| c. Cumulative Impacts | f. Community Disruption |

- g. Relocation Housing
- h. Social Impact
- i. Similar Actions

Completion of the CATEX research, analysis, and documentation outlined in this agreement does not guarantee FAA environmental approval of the proposed project. Any additional environmental work requested (i.e. additional field reviews, consultation, preparation of EA) will be considered additional work beyond the scope of this agreement.

2. CONSTRUCTION ADMINISTRATION

2.1. Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Engineer will establish this meeting to review Local, , Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, IDOT (if available), Subconsultants, FAA (if available), Contractor, Subcontractors and utility companies. This task will include:

- Scheduling the meeting, sending invitations, providing meeting materials and pre-meeting exhibit and material preparation. Prepare and distribute agenda in advance of the meeting. Pre-construction meeting agenda items shall follow AC 150/5370-12B and the AIP Sponsor Guide Section 1000.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction meeting. The Owner should be provided copies of all construction schedules.
- Prior to preconstruction meeting, furnish the name of the Project Engineer with qualifications for approval by the Owner. Project Engineer means Engineer as defined in Section 10 (Section 10-18) of the General Provisions of the construction documents.
- Preside at the preconstruction meeting, prepare a detailed record of the meeting and submit to the Owner and all participants.
- Provide Contractor with a list of required submittals to be provided by Contractor and discussed at the meeting.

Provide Contractor with additional copies of Construction Documents and digital data (Project Drawings) as requested.

2.2. Initial Construction Layout

(This task will be completed by the Contractor and is not included in this scope of work)

2.3. Prepare Construction Management Plan (QAMP)

(This is not required for this project, and is not included in this scope of work)

2.4. Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Contract Documents will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.5. Construction Management Services

The Consultant will provide Construction Administration Services the scope of which is based on the following:

- The Consultant and Client agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client.
- The Consultant and Client agree that the Construction Engineering Services provided by the Consultant may actually be required to continue and exceed beyond the construction time element stated in the Client's agreement with the construction Contractor. When the extent of these construction services beyond the control of the Consultant occurs, the Client agrees that Consultant will be reimbursed for additional Construction Engineering Services in excess of the specified construction time period at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.
- Nothing herein shall be construed as imposing upon the Consultant's responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.
- The Consultant agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the Client in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the Client on and around areas of construction.
- When the Consultant is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.

The Consultant agrees to provide Construction Administration Services that include the following:

- 2.5.1. Check and monitor construction activities and certify that all project work completed under observation of the Resident Project Representative is in substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.
- 2.5.2. Provide interpretation of plans and specifications as requested.

- 2.5.3. Supervise and coordinate Subconsultant contracts for field observation and testing.
- 2.5.4. Review shop drawings and certificates submitted by contractors for compliance with design concepts and Buy American compliance as required by the applicable sections of the technical specifications.
- 2.5.5. Review all periodic and final pay requests and explanation of variation between Contract and final quantities prepared by Resident Project Representative. Coordinate Contractor approval and signature and submit to Client for approval.
- 2.5.6. Review weekly Construction Progress and Inspection Reports (FAA Form 5370-1) as prepared by Resident Project Representative and submit to Owner and applicable Agencies.
- 2.5.7. Prepare, review and process Field Orders, Change Orders to include a cost estimate, cost/price analysis, record of negotiations, review and evaluation of "Contractor's Request for Extension of Contract Time" and make recommendations regarding approval to the Client. Notify the Contractor that no work can start until approved by the Client.
- 2.5.8. Coordinate and meet with the Client for consultation and advice during construction to include conducting construction progress meetings. Coordinate with Owner's Representative including:
 - Review and evaluate "Contractor's Request for Extension of Contract Time" and submit recommendations to the Client.
 - Meet with the Client for consultation and advice during construction.
- 2.5.9. Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work.
- 2.5.10. Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative and/or Subconsultants.
- 2.5.11. Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show "Record Drawing" conditions.
- 2.5.12. Retain and review payroll reports of each contractor and subcontractor and monitor Contractor's compliance with paying employees as per established Federal Davis Bacon requirements.
- 2.5.13. Monitor Contractor's compliance with Disadvantaged Business Enterprise (DBE) program (i.e. determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.) Report deviations to the Sponsor.

2.6. Resident Project Representative (RPR)

The Client as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Client and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give

intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Full-Time** Resident Project Representative services will be provided. It is anticipated the Project will be completed within **45 (Forty-Five) Working Days**. This will include **3 (Three)** field visits by the Project Manager and a maximum of **360 hours of construction observation hours** by the RPR.

Resident Project Representative Services shall be completed in accordance with the attached Exhibit I-1, and shall include, but are not limited to, the following:

- 2.6.1. Coordinate with the Testing Subconsultant to perform acceptance tests required to be provided by the Client in the construction Contract Documents.
 - 2.6.2. Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods. Conduct wage rate interviews and provide to Project Engineer.
 - 2.6.3. Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
 - 2.6.4. Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.
 - 2.6.5. Evaluate possible material substitutions as requested by the Contractor.
 - 2.6.6. Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).
 - 2.6.7. Measure and compute as-built quantities of all materials incorporated in the work and items of work completed and maintain an item record account.
 - 2.6.8. Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
 - 2.6.9. Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).
 - 2.6.10. Attend and participate in construction progress meetings.
 - 2.6.11. Coordinate the necessary construction staking/layout schedule as needed by the Contractor.
 - 2.6.12. Perform other services as reasonably required by the Client and as outlined in the Contract Documents.
- 2.7. Final Inspection and Documentation
- 2.7.1. Final Inspection

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

2.7.2. Final Punch List

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

2.7.3. Final Construction Certifications (Included as Item 2.11 for this project)

2.8. As-Built Plans

2.8.1. The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.

2.9. Prepare Construction Management Report (**Not required for this project**)2.10. Update Airport Layout Plan (**Not required for this project**)

2.11. Project Closeout

Prepare the closeout documentation in accordance with the AIP Sponsor Guide Section 1600. The CONSULTANT will assist the Sponsor who will endeavor to submit the closeout document to the FAA within 90 days of final payment to the contractor. Closeout documentation shall include, but may not be limited to, the following:

- a. Sponsor Cover Letter
- b. Final Project Cost Summary
- c. Final SF-271 Form, Outlay Report and Request for Reimbursement for Construction Projects
- d. Final SF-425 Form, Federal Financial Report
- e. Final Construction Report
- f. Record Drawings

Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for grant closeout. The closeout report elements include a project summary, final certifications, summary of grant payments, and outlay report. This work includes preparation of the report, coordination with the Airport, and FAA for review, and preparation of final documents for Airport approval. The CLIENT will furnish copies of all administrative costs, as well as paperwork related to previous grant reimbursement (drawdown) requests.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A. shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Additions to the project outside of this scope.
2. Any construction surveying required for the Project.
3. Geotechnical investigation required for the Project.
4. Additional Field Investigation required beyond those specified.
5. Completion of additional special studies not identified in Section I.A..
6. Periodic completion of grant reimbursement requests (i.e. Credit Applications).
7. Attendance of additional meetings beyond those identified in the above scope.
8. All other services not specifically identified in Section I.A.

I.C. CONSIDERATION

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

| | |
|--|---|
| TASK 1 – DESIGN AND BIDDING SERVICES | \$ 29,900.00 (Lump Sum) |
| <u>TASK 2 – CONSTRUCTION ENGINEERING</u> | <u>\$ 26,000.00 (Hourly, Not-to-Exceed)</u> |
| TOTAL AUTHORIZED FEE | \$ 55,900.00 |

Funding Layout:

| | |
|-------------------------------|--------------|
| Estimated Federal Share (90%) | \$ 50,310.00 |
| Estimated State Share (5%) | \$ 2,795.00 |
| Estimated Local Share (5%) | \$ 2,795.00 |

Progress payments shall be made in accordance with the fee schedule attached and Section III of the Master Agreement.

I.D. SCHEDULE

The consulting services authorized under Section I.A. will be performed under the following schedule or as authorized by the CLIENT as the BASIC SERVICES proceed.

| TASK | SERVICE DESCRIPTION | DATE |
|------|---------------------|--------------------------|
| 1 | DESIGN AND BIDDING | November 2020 – May 2021 |
| 2 | CONSTRUCTION | July – November 2021 |

I.E. AUTHORIZATION

Aitkin Airport

By: Rose Beredy
Date

Bolton & Menk, Inc.

By: Ronald A. Roetzel 11/30/2020
Date
Ronald A. Roetzel, P.E.
Aviation Services Manager

Attachments:

Exhibit I – Project Fee Breakdown



WORK ORDER NO. 3

PROJECT FEE ESTIMATE

| CLIENT: Aitkin Airport | | | | | | DATE: 11/23/2020 | |
|--|--|---------------------------------|-------------|------------|-----------|------------------------|--------------------|
| PROJECT: Runway 16/34 Airfield Lighting | | | | | | PREPARED BY: RR | |
| Task | Task Description | Estimated Person Hours Required | | | | | Totals |
| | | Sr. Eng. | Design Eng. | Eng. Tech. | Surveyor | Planner | |
| 1 | Design & Bid Administration | | | | | | |
| 1.1 | Project Scoping | 12 | 0 | 0 | 0 | 0 | 12 |
| 1.2 | Project Meetings and Coordination | 4 | 0 | 0 | 0 | 0 | 4 |
| 1.3 | Topographical Survey | 2 | 0 | 0 | 10 | 0 | 12 |
| 1.4 | Aeronautical Survey | 0 | 0 | 0 | 0 | 0 | 0 |
| 1.5 | Geotechnical Investigation | 0 | 0 | 0 | 0 | 0 | 0 |
| 1.6 | Project Layout Sheet | 2 | 4 | 0 | 0 | 4 | 10 |
| 1.7 | FAA Design Report and Form 5100 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1.8 | Construction Safety and Phasing Plan Update (CSPP) | 2 | 8 | 0 | 0 | 0 | 10 |
| 1.9 | Modification of Airport Design Standards | 2 | 2 | 0 | 0 | 0 | 4 |
| 1.10 | Prepare 90% Plans, Specs., and Cost Est. | 8 | 44 | 0 | 0 | 0 | 60 |
| 1.11 | Prepare Final Plans, Specs., and Cost Est. | 4 | 16 | 0 | 0 | 0 | 24 |
| 1.12 | Prepare Construction Management Plan | 0 | 0 | 0 | 0 | 0 | 0 |
| 1.13 | Prepare Disadvantaged Business Plan (DBE) | 0 | 0 | 0 | 0 | 0 | 0 |
| 1.14 | Prepare Advertisement for Bids and Bid Docs | 2 | 0 | 0 | 0 | 0 | 6 |
| 1.15 | Respond to Bidders Questions | 4 | 0 | 0 | 0 | 0 | 4 |
| 1.16 | Prepare and Distribute Addendums | 4 | 4 | 0 | 0 | 0 | 8 |
| 1.17 | Bid Opening | 2 | 0 | 0 | 0 | 0 | 2 |
| 1.18 | Bid Review and Bid Tabulation | 2 | 4 | 0 | 0 | 0 | 10 |
| 1.19 | Prepare Recommendation for Award | 2 | 0 | 0 | 0 | 2 | 4 |
| 1.20 | Prepare Grant Application | 2 | 6 | 0 | 0 | 0 | 12 |
| 1.21 | Environmental Review, CATEX | 2 | 4 | 0 | 0 | 8 | 14 |
| Total Person Hours | | 56 | 92 | 0 | 10 | 12 | 196 |
| Total Direct Labor Cost | | \$3,472.00 | \$2,576.00 | \$0.00 | \$400.00 | \$384.00 | \$7,508.00 |
| Overhead | | \$7,420.71 | \$5,505.68 | \$0.00 | \$854.92 | \$820.72 | \$16,046.85 |
| Subtotal Labor Cost | | | | | | | \$23,554.85 |
| Fixed Fee x Subtotal Labor Cost | | | | | | | \$3,533.23 |
| Total Task 1 (Fixed Lump Sum) | | | | | | | \$27,088.08 |
| Direct Expenses | | | | | | | |
| Electrical | | | | | | | \$2,800.00 |
| Total Expenses Task 1 | | | | | | | \$2,800.00 |
| Subtotal Task 1 | | | | | | | \$29,888.08 |
| | | | | | | ROUNDED TASK 1: | \$29,900.00 |
| Task | Task Description | Estimated Person Hours Required | | | | | Totals |
| | | Sr. Eng. | Design Eng. | Eng. Tech. | Surveyor | Planner | |
| 2 | Construction Administration | | | | | | |
| 2.1 | Pre-Construction Meeting | 2 | 4 | 0 | 0 | 0 | 6 |
| 2.2 | Initial Construction Layout | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.3 | Prepare Construction Management Plan (QAMP) | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.4 | Prepare Contract Manuals | 3 | 4 | 0 | 0 | 0 | 15 |
| 2.5 | Construction Management Services | 12 | 0 | 0 | 0 | 0 | 16 |
| 2.6 | Resident Project Representative Services | | | | | | |
| | Number of Days | 1 | 10 | 0 | 1 | 0 | |
| | Hours Per Day | 8 | 8 | 4 | 8 | 4 | |
| | Total Hours | 8 | 80 | 0 | 8 | 0 | 96 |
| 2.7 | Final Inspection and Documentation | 8 | 8 | 0 | 0 | 0 | 16 |
| 2.8 | As-Built Plans | 4 | 4 | 0 | 0 | 0 | 8 |
| 2.9 | Prepare Construction Management Report | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.10 | Update Airport Layout Plan | 0 | 0 | 0 | 0 | 0 | 0 |
| 2.11 | Project Closeout | 4 | 8 | 0 | 0 | 0 | 16 |
| Total Person Hours | | 41 | 108 | 0 | 8 | 0 | 173 |
| Total Direct Labor Cost | | \$2,542.00 | \$3,024.00 | \$0.00 | \$320.00 | \$0.00 | \$6,302.00 |
| Overhead | | \$5,433.02 | \$6,463.20 | \$0.00 | \$683.94 | \$0.00 | \$13,469.26 |
| Subtotal Labor Cost | | | | | | | \$19,771.26 |
| Fixed Fee x Subtotal Labor Cost | | | | | | | \$2,965.69 |
| Total Task 2 (Cost Plus a Fixed Fee, NTE) | | | | | | | \$22,736.95 |
| Direct Expenses | | | | | | | |
| Electrical | | | | | | | \$3,300.00 |
| Total Expenses Task 2 | | | | | | | \$3,300.00 |
| Subtotal Task 2 | | | | | | | \$26,036.95 |
| | | | | | | ROUNDED TASK 2: | \$26,000.00 |
| TOTAL PROJECT FEE | | | | | | | \$55,900.00 |

⚠️ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 03/20/2021 from 8:00 AM to 8:00 PM.

Entity Dashboard

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

RETURN TO SEARCH

Aitkin Municipal Airport
DUNS: 140063871 CAGE Code: 69S92
Status: Active
Expiration Date: 02/22/2022
Purpose of Registration: All Awards

1198 Air Park Dr
Aitkin, MN, 56431,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Aitkin Municipal Airport
Doing Business As: Steve Kurtz Field
Business Type: US Local Government
Last Updated By: Jennifer Thompson
Registration Status: Active
Activation Date: 03/05/2021
Expiration Date: 02/22/2022

Exclusion Summary

Active Exclusion Records? No



March 18, 2021

Mr. Jake Martin, P.E.
Program Manager
Federal Aviation Administration
Minneapolis Airports District Office, MSP-ADO-600
6020 28th Avenue South, Room 102
Minneapolis, Minnesota 55450

RE: Cost-Price Analysis
Aitkin Airport (AIT)
Entrance Gate Improvements

Dear Mr. Martin:

The FAA Program Guidance Letter PGL 12-03 requires Airport Sponsors to submit a price-cost analysis for any project that utilizes AIP funds. The City of Aitkin project for this year involves removal of an existing cattle grate and installation of a new gate to prevent wildlife from entering the airfield.

The project cost are as follows:

| | |
|---|----------------------|
| • Construction (Parsons Electric, LLC) | \$ 173,399.32 |
| • Design & Bidding Services (Bolton & Menk, Inc.) | \$ 29,900.00 |
| • Construction Services (Bolton & Menk, Inc.) | \$ 26,000.00 |
| • City Administration | \$ 500.00 |
| Total | \$ 229,799.32 |

The City of Aitkin finds the construction cost for these projects to be reasonable. The unit prices for the work involved with these projects compare favorably to other projects within the City.

The City of Aitkin finds the design and construction engineering fees for this project to be reasonable. The fee schedule is competitive with other professional service consultants working for the City.

These costs have been reviewed by the City and we have determined that the costs are **allowable** (based on the type of work), **allocable** (related to the contract), and **reasonable** (based on the cost in the market), and the work is necessary. The City of Aitkin requests that the FAA accept the cost as submitted.

Please feel welcome to contact me at cityadmin@ci.aitkin.mn.us or 218-927-2527 with any questions or comments you may have.

Sincerely,

Rose Beverly
City Administrator

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

Sponsor: County of Aitkin & City of Aikin

Airport: Aitkin Municipal Steve Kurtz Field

Project Number: 3-27-0002-021-2021

Description of Work: Reconstruct Runway 16/34 Medium Intensity Runway Lights

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 N/A

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 N/A

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

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 August 3, 2021

Name of Sponsor: County of Aitkin & City of Aikin

Name of Sponsor's Authorized Official: RoseBeverly

Title of Sponsor's Authorized Official: Airport Manager, Aitkin City Admi

Signature of Sponsor's Authorized Official:


RoseBeverly (Aug 3, 2021 13:28 CDT)

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.



Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: County of Aitkin & City of Aikin

Airport: Aitkin Municipal Steve Kurtz Field

Project Number: 3-27-0002-021-2021

Description of Work: Reconstruct Runway 16/34 Medium Intensity Runway Lights

Application

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

Certification Statements

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

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

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

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

Yes No N/A

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

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

Yes No N/A

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

Yes No N/A

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

Sponsor's Certification

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

Executed on this day of August 3, 2021

Name of Sponsor: County of Aitkin & City of Aikin

Name of Sponsor's Authorized Official: RoseBeverly

Title of Sponsor's Authorized Official: Airport Manager, Aitkin City Adm

Signature of Sponsor's Authorized Official: 
RoseBeverly (Aug 3, 2021 13:27 CDT)

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.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: County of Aitkin & City of Aikin

Airport: Aitkin Municipal Steve Kurtz Field

Project Number: 3-27-0002-021-2021

Description of Work: Reconstruct Runway 16/34 Medium Intensity Runway Lights

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.

Executed on this day of August 3, 2021

Name of Sponsor: County of Aitkin & City of Aikin

Name of Sponsor's Authorized Official: RoseBeverly

Title of Sponsor's Authorized Official: Airport Manager, Aitkin City Admi

Signature of Sponsor's Authorized Official: 
RoseBeverly (Aug 3, 2021 13:27 CDT)

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.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: County of Aitkin & City of Aikin

Airport: Aitkin Municipal Steve Kurtz Field

Project Number: 3-27-0002-021-2021

Description of Work: Reconstruct Runway 16/34 Medium Intensity Runway Lights

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: Aitkin Municipal Airport-Steve Kurtz Field
Address: 1190 Airpark Dr. , Aitkin, MN 56431

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

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

Sponsor's Certification

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

Executed on this day of August 3, 2021

Name of Sponsor: County of Aitkin & City of Aitkin

Name of Sponsor's Authorized Official: RoseBeverly

Title of Sponsor's Authorized Official: Airport Manager, Aitkin City Admi

Signature of Sponsor's Authorized Official: 
RoseBeverly (Aug 3, 2021 13:27 CDT)

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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: County of Aitkin & City of Aikin

Airport: Aitkin Municipal Steve Kurtz Field

Project Number: 3-27-0002-021-2021

Description of Work: Reconstruct Runway 16/34 Medium Intensity Runway Lights

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) 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 part60)
- 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 August 3, 2021

Name of Sponsor: County of Aitkin & City of Aitkin

Name of Sponsor's Authorized Official: RoseBeverly

Title of Sponsor's Authorized Official: Airport Manager, Aitkin City Admi

Signature of Sponsor's Authorized Official:


RoseBeverly (Aug 3, 2021 13:27 CDT)

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.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: County of Aitkin & City of Aitkin

Airport: Aitkin Municipal Steve Kurtz Field

Project Number: 3-27-0002-021-2021

Description of Work: Reconstruct Runway 16/34 Medium Intensity Runway Lights

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/). 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 August 3, 2021

Name of Sponsor: County of Aitkin & City of Aikin

Name of Sponsor's Authorized Official: RoseBeverly

Title of Sponsor's Authorized Official: Airport Manager, Aitkin City Admi

Signature of Sponsor's Authorized Official: 
RoseBeverly (Aug 3, 2021 13:29 CDT)

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.

