

Regular Meeting of the Mt. Pleasant City Commission
Monday, August 22, 2022
7:00 p.m.

AGENDA

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

PROCLAMATIONS AND PRESENTATIONS:

ADDITIONS/ DELETIONS TO AGENDA:

PUBLIC INPUT ON AGENDA ITEMS:

RECEIPT OF PETITIONS AND COMMUNICATIONS:

1. Minutes of Planning Commission (July).

CONSENT ITEMS:

2. Approval of the minutes from the regular meeting held August 8, 2022.
3. Consider Michigan Department of Transportation (MDOT) resolution authorizing the approval of a contract to receive funds for the design work for the Taxiway A Rehabilitation Project.
4. Consider professional services agreement with Mead & Hunt for Taxiway A Rehabilitation.
5. Consider approval of Payrolls and Warrants.

PUBLIC HEARINGS:

6. Public hearing on an ordinance to amend section 154.410.B.4 of the Mt. Pleasant Zoning Ordinances regarding registered student organization dwellings and consider approval of the same.
7. Public hearing on an ordinance to amend section 154.410.C.2.B and Table 154.410.A of the Mt. Pleasant Zoning Ordinances regarding group "B" special regulated uses and consider approval of the same.

NEW BUSINESS:

8. Outdoor ice rink consideration for 2022-2023 operations.

All interested persons may attend and participate. Persons with disabilities who need assistance to participate may call the Human Resources Office at 989-779-5313. A 48-Hour advance notice is necessary for accommodation. Hearing or speech impaired individuals may contact the City via the Michigan Relay Service by dialing 7-1-1.

City Commission Agenda

August 22, 2022

Page 2

ANNOUNCEMENTS ON CITY-RELATED ISSUES AND NEW BUSINESS:

PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS:

RECESS:

CLOSED SESSION:

RECESS:

WORK SESSION:

ADJOURNMENT:

All interested persons may attend and participate. Persons with disabilities who need assistance to participate may call the Human Resources Office at 989-779-5313. A 48-Hour advance notice is necessary for accommodation. Hearing or speech impaired individuals may contact the City via the Michigan Relay Service by dialing 7-1-1.

TO: MAYOR AND CITY COMMISSION

AUGUST 18, 2022

FROM: AARON DESENTZ, CITY MANAGER

SUBJECT: CITY MANAGER REPORT ON AGENDA ITEMS

Proclamations and Presentations:

Receipt of Petitions and Communications:

Consent Items:

3. Consider Michigan Department of Transportation (MDOT) resolution authorizing the approval of a contract to receive funds for the design work for the Taxiway A Rehabilitation Project.
 - a. The City is receiving funds from the Michigan Department of Transportation (MDOT) and federally sourced dollars for design work for rehabilitation work to be done on Taxiway A at the City owned airport. The City will need to contribute \$7,988 while MDOT and federal dollars will contribute \$151,767.
4. Consider professional services agreement with Mead & Hunt for Taxiway A Rehabilitation.
 - a. The above referenced funds are proposed to be used in a contract with Mead & Hunt for engineering design and bid letting for the rehabilitation work at the City owned airport. Mead and Hunt has been the City's long-time engineers for projects at the airport. Staff is recommending approval of a contract with them for \$159,755.

Public Hearings:

6. Public hearing on an ordinance to amend section 154.410.B.4 of the Mt. Pleasant Zoning Ordinances regarding registered student organization dwellings and consider approval of the same.
 - a. Under the City's zoning ordinance, Registered Student Organizations (RSO) dwellings cannot be adjacent to, have a common lot line with, or be located across a local street or alley from residential CD-3 and CD-3L districts. The proposed ordinance would remove this restriction and make fifteen properties eligible to be RSOs. This change would create consistency between the way RSO's and rooming dwellings are treated regarding their proximity to CD-3 and CD-3L districts. The amendment would also codify existing practice that an RSO dwelling reverts to a rooming dwelling in the event the RSO is no longer recognized by the university.
 - i. Recommended Action: Upon completion of the public hearing, staff is recommending a motion for approval of Text Change 22-06, consistent with the recommendation from the Planning Commission.
7. Public hearing on an ordinance to amend section 154.410.C.2.B and Table 154.410.A of the Mt. Pleasant Zoning Ordinances regarding group "B" special regulated uses and consider approval of the same.
 - a. The proposed ordinance would remove palm readers, psychic readers, and pool or billiard halls from the list of special regulated uses and instead allow them as uses by right in certain zoning districts.

- i. Recommended Action: Upon completion of the public hearing, staff is recommending a motion for approval of Text Change 22-07, consistent with the recommendation from the Planning Commission.

New Business:

- 8. Discussion on City Ice Rink
 - a. City staff has prepared a memo listing the total cost of the ice rink for the 2021-2022 season. The memo also references a survey that was conducted regarding use of the ice rink. A majority of survey respondents found the ice rink a favorable amenity within the community. Staff is recommending the continued operation of the ice rink in winter 2022-2023 at a cost not to exceed \$7,000.
 - i. Recommended Action: A motion to approve moving forward with installation, and operation of an outdoor ice rink during the 2022-2023 winter season from the hours of 8am to 9pm (depending on ice conditions) at cost not to exceed \$7,000.

**Mt. Pleasant Planning Commission
Minutes of the Regular Meeting
July 7, 2022**

- I.** Hoenig called the meeting to order at 7:00 p.m.

Present: Andrew Devenney, Corey Friedrich, Yannis Haveles, Lesley Hoenig, Glen Irwin, David Kingsworthy, Matt Liesch, Kelli Nicholas

Absent: Christine Ortman

Staff: William Mrdeza, Paul Lippens, Andrew Littman, Laura Delamater

II. Approval of the Agenda:

Motion by Irwin, support by Liesch to approve the agenda.

Motion approved unanimously.

III. Approval of the Minutes:

A. June 2, 2022 Regular Meeting

Motion by Friedrich, support by Haveles to approve the minutes from the June 2, 2022 regular meeting.

Motion approved unanimously.

IV. Zoning Board of Appeals report for June:

Commissioner Friedrich reported that the Zoning Board of Appeals did not meet in June.

V. Communications:

Mrdeza reported that there was one communication that was received after the packet, regarding SUP-22-09 & SPR-22-12 requesting the case be removed from the agenda. The communication was presented to the commissioners at the meeting.

VI. Public Hearings:

A. SUP-22-09 & SPR-22-12 – 409 N. Mission - JPM Sales Inc. D.B.A. Fast Finance Auto Sales – Request for Special Use Permit and Site Plan Review for a used vehicle dealership.

Mrdeza explained that although the applicant requested to withdraw his case from tonight's meeting, it had been posted and advertised, therefore the public hearing should still be held.

Discussion took place.

Chair Hoenig opened the public comment. Mrdeza noted that there were no public comments submitted virtually or via email. There being no one else who wished to speak, public comment was closed.

Discussion took place.

No action was taken due to the withdrawal of the case.

B. SUP-22-10 & SPR-22-13 – 1015 E. Pickard – R.W. Mercer – Request for Special Use Permit and Site Plan Review to construct a 731 square foot addition to an existing gas station and liquor store.

Lippens introduced SUP-22-10 & SPR-22-13, a request for Special Use Permit to construct a 731 square foot addition to an existing gas station and liquor store.

Lippens reviewed the current and prior uses of the property. Lippens provided an overview of the property including current zoning as well as future, current and prior land use. Lippens reviewed photos showing current conditions of the property.

Lippens reviewed Special Use Conditions regarding the gas station and liquor store. Lippens reviewed the site plan.

Lippens closed his presentation with recommendation to approve SUP-22-10 & SPR-22-13 subject to conditions.

Discussion took place.

Brian Meyer, R.W. Mercer, construction manager, was on hand virtually to address the board and answer any questions.

Discussion took place.

Chair Hoenig opened the public comment. Mrdeza noted that there were no other public comments submitted electronically. There being no one else who wished to speak, public comment was closed.

Discussion took place.

Motion by Friedrich, support by Haveles to approve SUP-22-10 & SPR-22-13 subject to the following conditions:

1. The applicant shall provide updated building elevations to confirm compliance with glazing standards in the CD-4 district.
2. The applicant shall comply with the requirements of Building Safety, Public Safety, and Public Works.

Discussion took place.

Ayes: Devenney, Friedrich, Haveles, Hoenig, Irwin, Kingsworthy, Liesch, Nicholas

Nays: None

Motion approved unanimously.

C. TC-22-06 – A proposed ordinance to amend Section 154.410.B.4 regarding registered student organizations.

Lippens introduced TC-22-06 a proposed ordinance to amend Section 154.410.B.4 regarding registered student organizations. Lippens explained that the change would modify RSO dwelling location standards to mirror the rooming dwelling location standards. The change would codify existing practice by acknowledging that a RSO dwelling reverts to a Rooming dwelling in the event that the RSO associated with the dwelling is no longer recognized by the University, as happens from time to time.

Discussion took place.

Chair Hoenig opened the public comment. Mrdeza noted that there were no public comments submitted electronically or virtually. There being no one who wished to speak, public comment was closed.

Discussion took place.

Motion by Friedrich, support by Haveles to recommend that the City Commission adopt Text Change 22-06.

Ayes: Devenney, Friedrich, Haveles, Hoenig, Irwin, Kingsworthy, Liesch, Nicholas

Nays: None

Motion approved unanimously.

D. TC-22-07 – A proposed ordinance to amend Section 154.410.C.2.b and Table 154.410.A regarding Group “B” Special Regulated Uses.

Lippens introduced TC-22-07 a proposed ordinance to amend Section 154.410.C.2.b and Table 154.410.A regarding Group “B” Special Regulated Uses. Lippens explained that the proposed text change would modify the list of Group “B” Special Regulated Uses by removing the following uses from that list:

- Palm readers, psychic readers, horoscope analysis or other professions purporting to predict the future
- Pool or billiard halls

Discussion took place.

Chair Hoenig opened the public comment. Mrdeza noted that there were no public comments submitted electronically or virtually. There being no one who wished to speak, public comment was closed.

Discussion took place.

Motion by Friedrich, support by Liesch to recommend that the City Commission adopt Text Change 22-07.

Ayes: Devenney, Friedrich, Haveles, Hoenig, Irwin, Kingsworthy, Liesch, Nicholas

Nays: None

Motion approved unanimously.

VII. Public Comments:

Chair Hoenig opened the public comment. Mrdeza noted that there were no public comments submitted virtually or via email. There being no one who wished to speak, public comment was closed.

VIII. Site Plan Reviews:

A. None

IX. Unfinished Business:

A. None

X. New Business:

A. None

XI. Other:

A. Staff report.

Mrdeza provided an overview of Administrative Site Plan Reviews that staff had reviewed and approved in June.

XII. Adjournment:

Motion by Liesch, support by Friedrich to adjourn.

Motion approved unanimously.

Meeting adjourned at 7:20 p.m.

lkd

Minutes of the regular meeting of the City Commission held Monday, August 8, 2022, at 7:00 p.m., in the City Commission Room, 320 W. Broadway St., Mt. Pleasant, Michigan with virtual options.

Mayor Perschbacher called the meeting to order.

The Pledge of Allegiance was recited.

Commissioners Present: Mayor Amy Perschbacher and Vice Mayor Olivia Cyman; Commissioners Mary Alsager, Brian Assmann & Maureen Eke

Commissioners Absent: Liz Busch & George Ronan

Others Present: City Manager Aaron Desentz, Deputy City Clerk Chris Saladine

Proclamations and Presentations

Director Moore introduced Water Plant Operators Alexander Swick and Zach Griffith.

Receipt of Petitions and Communications

Received the following petitions and communications:

2. Monthly report on police related citizen complaints received.
3. Tax Increment Finance Authority (TIFA) March Meeting Minutes.
4. Zoning Board of Appeals April Meeting Minutes.
5. Airport Joint Operations and Management Board June Meeting Minutes.

Moved by Commissioner Eke and seconded by Commissioner Alsager to approve the following items on the Consent Calendar:

6. Minutes of the regular meeting of the City Commission held July 25, 2022.
7. Minutes of the closed session of the City Commission held July 25, 2022.
8. Purchase from JWC Environmental of Santa Ana, California of a rebuilt 2022 grinder assembly in the amount of \$29,452. \$16,500 of the total cost is covered by a 2% grant from the Saginaw Chippewa Indian Tribe.
9. Waive fees for Downtown Pitch Competition being held November 9, 2022. Total fees and charges not to exceed \$2,500.
10. Warrants dated July 15 & 27, 2022 and Payrolls dated July 22, 2022 all totaling \$2,206,052.44.

Motion unanimously adopted.

Moved by Commissioner Assmann and seconded by Commissioner Alsager to add a second YSU Officer position.

AYES: Commissioners Alsager, Assmann & Eke
NAYS: Commissioners Cyman & Perschbacher
ABSENT: Commissioners Busch & Ronan

Motion carried.

Moved by Commissioner Alsager and seconded by Commissioner Eke to approve the following resolution approving the Downtown Mt. Pleasant Social District and budget amendment for same.

WHEREAS, Michigan Public Act 124 of 2020 was signed into law on July 1, 2020; and

WHEREAS, the law allows Michigan municipalities to establish Social Districts that allow for Commons Areas where two or more contiguous licensed establishments could sell alcoholic beverages in special cups to be taken into the Commons Areas for consumption; and

WHEREAS, the Downtown Mt. Pleasant Social District would be created and managed by the City; and

WHEREAS, the Downtown Mt. Pleasant Social District boundaries are generally described in the map attached hereto as Exhibit A, and generally include the following: the sidewalks on the south boundary of the intersection of Main and Washington Streets and Illinois, north to Main Street and Lincoln Street. The east boundary shall be from Broadway and Mosher Streets and Franklin Street, west to Broadway Street at the railroad tracks and Michigan Street to Oak Street. Also included are the public parks and plazas (current and future) that are within the designated Social District, as well as the parking lots and city streets within the designated Social District that are not included in the qualified licensees' premises, when determined by the City; and

WHEREAS, the City of Mt. Pleasant will follow all stipulations of Michigan Public Act 124 of 2020 and follow established best practices in the creation and maintenance of the Social District; and

WHEREAS, the creation of the Downtown Mt. Pleasant Social District will assist our downtown businesses in adapting to the social distancing recommendations of the COVID-19 crisis as well as attract customers for enhanced outdoor dining and entertainment experiences in downtown Mt. Pleasant.

BE IT FURTHER RESOLVED that all commons areas will contain signage that defines and clearly marks the boundaries of the space. In addition, the commons areas will be maintained in a manner that protects the health and safety of the community.

BE IT FURTHER RESOLVED that the City of Mt. Pleasant will establish local management and maintenance plans, including, but not limited to, hours of operation, for any commons area, and the City of Mt. Pleasant will submit said plans to the Michigan Liquor Control Commission.

BE IT FURTHER RESOLVED that these social districts and commons areas shall remain in effect until the designation of a social district/commons area is revoked via resolution of the Mt. Pleasant City Commission after a public hearing;

BE IT FURTHER RESOLVED that the fee for application will be \$250;

BE IT FURTHER RESOLVED that the fee shall be waived until January 1, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the City of Mt. Pleasant City Commission does hereby approve the creation of the Downtown Mt. Pleasant Social District as depicted in the attached map (Exhibit A) and generally described above for consideration by the Michigan Liquor Control Commission, and further resolve to designate the above referenced local licensees to proceed with their applications their application to the State of Michigan for Social District Permits which will allow them to sell alcoholic beverages that will be consumed in the Commons Area of the Social District.

Motion unanimously adopted.

Public Comment on Agenda and Non-Agenda Items

Mt. Pleasant Public Schools Superintendent Jennifer Verleger thanked the Commission for discussion of and support for additional YSU Officer.

Boomer Wingard, 119 Broadway, introduced himself to the community and Commission as a candidate for City Commission on the November, 2022 ballot.

The Commission recessed at 7:40 p.m. and went into a work session at 7:50 p.m.

Work Session – Housing Discussion

A discussion took place regarding potential housing program.

Moved by Commissioner Alsager and seconded by Commissioner Eke to adjourn the meeting at 9:13p.m. Motion unanimously adopted.

Amy Perschbacher, Mayor

Chris Saladine, Deputy City Clerk

Memorandum



TO: Aaron Desentz, City Manager

FROM: Jason Moore, DPW Director

DATE: August 11, 2022

SUBJECT: Approve Resolution and Authorize Execution of MDOT Contract for Taxiway A Rehabilitation Project - Design

Request
The City Commission is requested to approve a resolution and authorize the city manager to digitally sign MDOT contract 2022-0858.

Reason
MDOT has prepared contract 2022-0858 to release Block Grant funds for the design work for the Taxiway A (9/27 runway) Rehabilitation Project. To receive these funds, MDOT requires approval of a resolution and the contract digitally signed by the city manager, as well as the related FAA certification documents. The design work will be completed by Mead and Hunt.

The project cost participation is shown below. The actual MDOT, FAA and City shares of the project cost will be determined at the time of financial closure of the FAA grant.

Federal Share..... \$143,779.00
Maximum MDOT Share \$7,988.00
Sponsor (City) Share..... \$7,988.00
Estimated Project Cost \$159,755.00

Recommendation
I recommend the City Commission approve a resolution and authorize the city manager to digitally sign MDOT contract 2022-0858.

RESOLUTION

At a regular meeting of the City of Mt. Pleasant, Michigan, held at the City Hall Building at 320 W. Broadway Street:

The following resolution was offered by member _____, and supported by member _____.

WHEREAS, a Grant Agreement (Federal Project Number B-26-0069-2719, MDOT Contract No. 2022-0858) has been submitted by the Michigan Department of Transportation, which requires the City of Mt. Pleasant to adopt a resolution authorizing the approval of the contract for the Taxiway A Rehabilitation Project-Design;

WHEREAS, the Agreement has been approved by the city manager as to substance.

NOW, THEREFORE, BE IT RESOLVED, that the city manager is authorized to digitally sign said contract and certifications on behalf of the City of Mt. Pleasant.

Resolution duly adopted.

Amy Perschbacher, Mayor

Certified to be a true copy, _____
(Date)

Heather Bouck, City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF MOUNT PLEASANT
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Mount Pleasant (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Mt. Pleasant Municipal Airport, whose associated city is Mt. Pleasant, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated July 21, 2022 attached hereto and made a part hereof.

PROJECT DESCRIPTION: REHABILITATE TAXIWAY-A (PARALLEL TO RUNWAY 9/27)-DESIGN

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 9, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until

that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

- 8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST.
- 9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$143,779
Maximum MDOT Share	\$7,988
SPONSOR Share	<u>\$7,988</u>
<i>Estimated</i> PROJECT COST	\$159,755

12. The PROJECT COST may be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of the costs, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligation shown in Section 11 or the revised maximum MDOT obligation set forth in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

Alternatively, the PROJECT COST may be met in whole with federal funds granted to MDOT by the FAA through the block grant program. Upon final settlement of the costs, the federal funds will be applied to one hundred percent (100%) of the PROJECT COSTS up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Manager of the Airport Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations shown in Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:

- a. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.
 - b. The SPONSOR will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.
19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.
- This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.
- The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.
20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the

performance of this Contract subsequently appears in the register during the performance period of this Contract.

21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award (the date of the final signature) through twenty (20) years.
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

CMDOT

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF MOUNT PLEASANT

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

MT. PLEASANT MUNICIPAL AIRPORT MT. PLEASANT, MICHIGAN

Project No. B-26-0069-2719

Job No. 125615PE

July 21, 2022

	Federal	State	Local	Total
LAND	\$0	\$0	\$0	\$0
DESIGN	\$143,779	\$7,988	\$7,988	\$159,755
Rehabilitate Taxiway A (Parallel to Runway 9/27)				
Consultant Contract Fee	\$143,779	\$7,988	\$7,988	\$159,755
CONSTRUCTION	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$143,779	\$7,988	\$7,988	\$159,755
	90.00%	5.00%	5.00%	

Federal Billing Breakdown:

Bill #1 \$143,779 SBGP 10719 Grant Award Date: 9/24/19

Bid Date & Type: N/A

Performance End Date: 09/01/23 (Funds expire 9/23/23)

MAC Approval: 07/20/22

ATTACHMENT X
REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: CITY OF MOUNT PLEASANT
3. Recipient's DUNS Number: DUNS 08-590-0736 / UEI JA14QYRJKY11
4. Amount of Federal funds: \$143,779
5. Federal Grant Number(s): SGBP 10719
6. Grant Award Date(s): 9/24/19
7. MDOT Project Number: B-26-0069-2719
8. Project Description: Rehabilitate Taxiway-A (Parallel to Runway 9/27)-Design
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-107-2019
11. Federal Award Date: 9/24/19
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 9/1/23
14. Amount of Federal Funds obligated by this action: \$143,779
15. Total amount of Federal Funds obligated: \$143,779
16. Total amount of the Federal award: \$143,779
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
Director Paul Ajegba, Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 9

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the cost of the consultant hired to do preliminary/design engineering for the PROJECT.
2. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

4. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B
(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Revised October 2, 2014)

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

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

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX F

GENERAL CONDITIONS

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. 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.
3. **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, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **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 in 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.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **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.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, 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 subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. Suspension or Debarment.

The State must:

- A. Immediately disclose to the FAA whenever the State:
 - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 - 2. Suspends or debar a contractor, person or entity.

The Subgrantee must:

- B. When entering into “covered transactions”, as defined by 2 CFR 180.200:
 - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

10. Ban on Texting When 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:
 - i. 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.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2. 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 when driving in all subgrants, contracts and subcontracts.

APPENDIX F

11. Trafficking in Persons.

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or sub-agreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 1. Associated with performance under this agreement; or
 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

- 12. Exhibit A Included with Grant Application.** The Exhibit "A" updated on the date shown on the Exhibit A, submitted with the project application, is made a part of this grant agreement.

13. Co-Sponsor.

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

14. Audits for Public Sponsors.

A subgrantee expending \$750,000 or more of Federal awards in a fiscal year must conduct a single or program specific audit in accordance with 2 CFR part 200 part 200.

APPENDIX F

15. System for Award Management (SAM) Registration and Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State 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. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number Established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866-606-8220) or on the web at <http://fedgov.dnb.com/webform>).

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee 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), 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 office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

APPENDIX F

- B. 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.
- C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspection General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4712(b).
- E. 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 41U.S.C. § 4712(c).

17. Land Acquisition.

- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<u>ARFF and SRE EQUIPMENT AND VEHICLES:</u> The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<u>EQUIPMENT OR VEHICLE REPLACEMENT:</u> The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	<u>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</u> The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u> The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
Airport	Lighting - Operation and Maintenance	LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
Airport	Temporary NAVAIDS	TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
Airport	Construction on land not yet acquired/ Good Title	NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
Airport	Construction on land not yet acquired/ Good Title	TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) N/A until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	<p>ENVIRONMENTAL: The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures:</p> <p>Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures.</p> <p>The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.</p>
Airport	EMAS	<p>EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks.</p> <p>The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.</p>
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICTION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS - ILS Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	<u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	Fence - Wildlife	<u>WILDLIFE FENCE:</u> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	Land - Revise Exhibit "A" Property Map	<u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	Land acquisition -Future Land	<u>FUTURE DEVELOPMENT LAND:</u> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	Master Plan - Coordination	<u>COORDINATION:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the utilities specified in the Engineering Plans and Proposal included in the project must not exceed costs agreed upon in the Plans, Proposal, and Contract Changes and then calculated in total as a percent.
Airport	Utility Relocation	<u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<u>OBSTRUCTION REMOVAL:</u> The Sponsor agrees to clear Parcel(s) as identified on the Engineering Plans, Proposal, and Contract Changes, as shown on Exhibit "A" Property Map, of the following obstructions: Obstructions as identified and called out on the Engineer Plans, as identified in the field, and as directed by the Engineer and then documented in the As-Built Plans at construction completion prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<p><u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> location of all runways, taxiways, and aprons; dimensions; type of pavement, and; year of construction or most recent major rehabilitation. Inspection Schedule. <ol style="list-style-type: none"> Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<ul style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>
Airport	Pavement Exceeding \$500,000	<p><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u></p> <p>The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.</p> <p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p><u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	RPZ Acquisition	<u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	<u>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</u> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire the Fee Title or Easement as called out by legal description in signed, applicable agreements separate from this one, as appropriate, in the Runway Protection Zones for runways that presently are not under its control within a reasonable number of years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	<u>LOW EMISSION SYSTEMS:</u> The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	<u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	<u>BUILDING AIP PRORATION:</u> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.
Airport or Noise	Noise Land	<u>ACQUISITION OF NOISE LAND:</u> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<u>ANNUAL NOISE REPORT:</u> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: <ol style="list-style-type: none"> 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.

APPENDIX F

Special Conditions

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Sponsor Type ¹	Type of Project	Special Conditions
		<p>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</p> <p>7) Other information as required by the FAA.</p>
All Sponsor Types	Plans and Specifications	PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specifications Certification	<p>PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <p>1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;</p> <p>2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</p> <p>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p>
All Sponsor Types	Design-Only Subgrants	DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.
All Sponsor Types	Force account	FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	<u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	<u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions: 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</p> <p>4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.</p>
All Sponsor Types	Non AIP work in project	<p><u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that:</p> <p>1) the Project includes the planning and/or construction of any items specified in the Plans, Proposal, and Contract Changes that is not being funded with any Federal funding in this project;</p> <p>2) although the Sponsor has estimated a total project cost of Costs shown in the Attached Exhibit 1 of this Contract, the total allowable cost for purposes of determining federal participation will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes;</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</p>
All Sponsor Types	Planning Scope of Work	<p><u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	Fuel farms	FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

[illegible]

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE			
PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
COMMENTS			

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



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

Sponsor:

Airport:

Project Number:

Description of Work:

Application

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

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

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

Certification Statements

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Sponsor's Certification

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

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

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



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

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:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

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 _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

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



U.S. Department of
Transportation

**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

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

Sponsor's Certification

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

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

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

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

Memorandum



TO: Aaron Desentz, City Manager
FROM: Jason Moore, DPW Director
DATE: August 11, 2022
SUBJECT: Approve Agreement with Mead and Hunt

Request

The City Commission is requested to approve an agreement with Mead and Hunt, of Lansing, for \$159,755 for professional engineering design and bid letting services for the Taxiway A Rehabilitation Project, and authorize the mayor and city clerk to sign the agreement.

Reason

As part of the airport's Capital Improvement Plan, the taxiways are scheduled for rehabilitation. The agreement with Mead and Hunt provides for professional engineering survey and design work, and the creation of the project construction plans, specifications, and bid documents for submittal to MDOT.

The project cost participation is shown below. The actual MDOT, FAA, and City shares of the project cost will be determined at the time of financial closure of the FAA grant.

Federal Share.....	\$143,779.00
Maximum MDOT Share	\$7,988.00
Sponsor (City) Share.....	<u>\$7,988.00</u>
<i>Estimated</i> Project Cost	\$159,755.00

Recommendation

I recommend the City Commission approve a professional services agreement with Mead and Hunt for \$159,755, and authorize the mayor and city clerk to sign the agreement. Funds are available in the Airport Capital Improvement Plan.

October 2008

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICE

This Contract is made and entered into this date of _____ by and between the Airport Owner, hereinafter referred to as SPONSOR,

City of Mt. Pleasant

320 W. Broadway St

Mt. Pleasant, MI 48858

and the Engineer, hereinafter referred to as the CONSULTANT,

Mead & Hunt, Inc.

2605 Port Lansing Road

Lansing, MI 48906

for the following PROJECT:

Location: Mt. Pleasant Municipal Airport

Mt. Pleasant, Michigan

Description: Taxiway A Rehabilitation

(See Attachment D - Sketch for Location of Work Areas.)

MDOT Job No.: _____

Mead & Hunt Project No.: 4069200-221451.01

WHEREAS, the SPONSOR desires to engage the CONSULTANT to perform professional engineering services for the described project;

WHEREAS, the SPONSOR has caused a review to be made of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

Mead & Hunt

WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereinafter in this Contract;

WHEREAS, the SPONSOR will compensate the CONSULTANT, in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1 – DESCRIPTION OF WORK TO BE DONE

The services to be furnished by the CONSULTANT to the SPONSOR, as set forth in Attachment E, Scope of Work/Services, together with obligations of the SPONSOR or the SPONSOR's Agent (Michigan Department of Transportation (MDOT), Aeronautics and Freight Services Bureau, Airports Division), hereinafter referred to as AERO, will contain certain information and data which will consist of the following described elements. Additional explanations are included in Attachment E.

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

A pre-design conference called by the SPONSOR will be held between the SPONSOR, the CONSULTANT, and any other participating or regulatory governmental agency. This pre-design conference will be held for the express purpose of having the CONSULTANT ascertain from responsible representatives of each group, the SPONSOR and all participating governmental agencies, their individual project requirements affecting the scope of work, budget, design standards, presentation of final plans, and documents. The requirements set forth in this pre-design conference will be confirmed in writing by the CONSULTANT to the SPONSOR, with copies to each participating unit of government.

Element 1.12 - Engineering Survey

The CONSULTANT will determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

Element 1.13 - Detailed Construction Plans and Specifications

Plans and specifications will be certified by the CONSULTANT for compliance with current Federal Aviation Administration (FAA) and AERO requirements in effect at the time the plans and specifications are prepared. The CONSULTANT will prepare and furnish to the SPONSOR and AERO, in paper format, one copy of the final detailed construction plans and specifications for the work described above, presented on drawings (22" x 34") and other necessary documentation (8-1/2" x 11"). This will include but is not limited to; grading, drainage, paving, lighting, turf establishment, structures, construction safety phasing, etc. The documents will set forth, in detail, requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications will comply with the requirements established in the pre-design conference, if applicable, together with the common practice of design and ethical practices of professional engineers. The CONSULTANT will also furnish one

set of review plans if requested.

All projects bid through the MDOT letting will also include two electronic files in portable document format (pdf) along with a signed and sealed paper title sheet. The electronic files will be set up to print clearly in scalable 11" x 17" and 22" x 34" plan sheets.

Element 1.14 - Estimate of Probable Construction Cost

The CONSULTANT will prepare and submit to both the SPONSOR and AERO one copy of a detailed estimate of construction costs based upon the detailed plans and specifications prepared under Element 1.13. This statement of probable construction cost prepared by the CONSULTANT represents the CONSULTANT's best judgment as a design professional at the time the estimate is finalized. This estimate will include the estimated amount for CONSULTANT services during construction. It is recognized, however, that neither the CONSULTANT nor the SPONSOR has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the CONSULTANT cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the CONSULTANT.

Element 1.15 - Engineering Report

The CONSULTANT will prepare and furnish to both the SPONSOR and AERO one copy of an engineering report which relates to the SPONSOR and participating governmental agencies the fundamental considerations and concepts used in design of the project. This report will include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards will be included in the engineering report.

Element 1.16 - Users Conference (if required)

The CONSULTANT will prepare for the SPONSOR an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the SPONSOR and the CONSULTANT in a meeting with airport users. The CONSULTANT will furnish one copy of the estimated time schedule to the SPONSOR for printing and disbursement to the users by the SPONSOR. However, it is recognized that neither the CONSULTANT nor the SPONSOR has absolute control over the estimated time schedule presented to any person, group, or organization.

Element 1.17 - Obligations of SPONSOR or AERO to CONSULTANT

When requested by the CONSULTANT, one copy of all existing data applicable to this project and in the possession of the SPONSOR or AERO or any other agency of government will be furnished at no cost to the CONSULTANT. Existing data will include but not be restricted to the following:

- 1) As-constructed plans.
- 2) Pavement design data/pavement condition index.
- 3) Soil borings, analysis, and classification.
- 4) Drainage design data.

- 5) Topographic notes and maps.
- 6) Approach data and zoning maps.
- 7) Property maps, including fee ownership and easements, and land descriptions.
- 8) All local, state, federal ordinances, regulations, or laws affecting the project.
- 9) Aerial photography, prints, topographic maps, etc.

The SPONSOR or AERO will furnish for projects bid by MDOT, at no cost to the CONSULTANT, standard contract documents for bidders, including but not restricted to the following:

- 1) Notice to contractors (including advertising charges).
- 2) Instructions to bidders.
- 3) All federal, state, or local wage rates as applicable to this project.
- 4) General provisions of the contract.
- 5) Supplemental provisions of the contract.
- 6) Special provisions of the contract (except as may be supplemented by the CONSULTANT).
- 7) Standard construction specifications (except as may be supplemented by the CONSULTANT).
- 8) Standard supplemental specifications (except as may be supplemented by the CONSULTANT).
- 9) Standard testing requirements (except as provided by the CONSULTANT).
- 10) Proposal.
- 11) Construction contract.
- 12) Form of performance and lien bond.
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The SPONSOR or AERO, at no cost to the CONSULTANT, will furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information, and documents furnished by the SPONSOR or AERO will be furnished at the SPONSOR's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings will be attended by the CONSULTANT and the SPONSOR at the location indicated for the purpose of coordination, information, and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the SPONSOR and to be held at the project site.
- 2) Progress meetings to be determined by the SPONSOR will be held at the office of the SPONSOR and attended by the CONSULTANT to apprise the SPONSOR of progress, to resolve any problems, to answer questions, and for general coordination.
- 3) Upon completion by the CONSULTANT of final plans, specifications, cost estimates,

and engineering report, the CONSULTANT will submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the SPONSOR and participating governmental agencies, a meeting called by the SPONSOR may be held to review final plans with the SPONSOR and participating governmental agencies at the project site.

- 4) Upon determination of the estimated construction time schedule, a users conference as provided under Element 1.16 is to be called by the SPONSOR, to be held at a location designated by the SPONSOR.
- 5) Upon advertising the project for bids, the CONSULTANT and the SPONSOR or AERO will hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Any addendum information necessary will be submitted in a timely manner to the bidding agency by the CONSULTANT. In addition, any bids over the engineers' construction estimate by ten (10) percent or more will be sufficiently justified before proceeding with award or recommended rejected by the CONSULTANT.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

The CONSULTANT will provide sufficient personnel and services necessary to comply with AERO Project Engineers Manual, the latest revision at the time this Contract is awarded.

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the SPONSOR or AERO will be held between the SPONSOR, the FAA (if applicable), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the CONSULTANT. This pre-construction conference will be held for the Contractor and CONSULTANT to receive instructions from the SPONSOR and participating/regulatory governmental units, to develop construction schedules, and to coordinate construction.

Element 1.22 - General Information and Coordination

The CONSULTANT will provide information and coordination to the SPONSOR and Contractor as to the understanding of the plans and specifications. The CONSULTANT will not guarantee the performance of the Contractor but will report to the SPONSOR any work and materials which, in the opinion of the CONSULTANT, do not meet the requirements of the plans and specifications. The CONSULTANT will not be responsible for any acts of the Contractor whatsoever but will only pay the contractor for work performed that meets the requirements of the plans and specifications.

Element 1.23 - Engineering Survey and Layout as May be Applicable

The CONSULTANT will take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The CONSULTANT will stake out the work for line and grade. The stake out will consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five (25) feet apart with offset distance to center of pipe and flowline of pipe marked

on the stake; one set of blue top stakes driven to grade spaced not more than fifty (50) feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

The CONSULTANT will review and approve material testing reports submitted by the Contractor to determine if test reports meet the requirements of the specifications and will submit two copies of material testing reports to the SPONSOR or AERO. The CONSULTANT will review and approve shop drawings to determine compliance with plans and specifications and will submit two copies of all shop drawings to the SPONSOR or AERO.

Element 1.25 - Field Tests and Grade Inspection as May be Applicable

The CONSULTANT will make periodic field tests and grade inspection at the project site to determine, in the opinion of the CONSULTANT, if materials and workmanship conform to the plans and specifications. Field tests will include compaction tests for soils in place; gradation tests for aggregates; extraction tests for bituminous mixtures and compaction tests for in-place bituminous pavements; and slump, entrained air, and yield tests for concrete pavement.

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

The CONSULTANT will prepare periodic cost estimates, change orders/contract modifications, and stop and start orders as may be applicable during the construction period and present three copies of the same to the SPONSOR or AERO for approval and processing. All projects bid through MDOT lettings will have all estimates and contract modifications processed using the FieldManager computer program.

Element 1.27 - Weekly Reports

The CONSULTANT will prepare FAA Form 5370-1, Construction Progress and Inspection Report or FieldManager inspector daily reports, and submit copies to the SPONSOR or AERO weekly during the construction period.

Element 1.28 - Final Inspection

The CONSULTANT will be present at final inspection, together with the SPONSOR, AERO, participating governmental units, and the Contractor.

Element 1.29 - Final Quantities - As-Constructed Plans

The CONSULTANT will compute final pay quantities, prepare as-constructed plans, and update all plan sheets of the current Airport Layout Plan (ALP) that shows work constructed under the project. The As-Constructed Plans will be submitted to the SPONSOR and AERO for approval in an electronic pdf file. The updated ALP will be submitted in paper (22"x 34") and in an electronic pdf file to the SPONSOR and AERO.

Element 1.30 - Equipment

The CONSULTANT will furnish all necessary surveying and field testing equipment to

accomplish the above named work.

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

Any services to be provided by subconsultants will be provided for in a subconsultant agreement, which will meet the written approval of the SPONSOR. Costs of subconsultant services will be included in Element 3.1 – Fee. The CONSULTANT will not apply a fixed fee on any of the costs for subconsultant services.

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION

DESIGN PHASE (1)

Element 2.11 - Time of Beginning

Upon acceptance of this Contract by both the SPONSOR and the CONSULTANT, the CONSULTANT will have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

Element 2.12 - Time for Completion

The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval One Hundred Eighty (180) calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning

Provided the Notice to Proceed is issued sufficiently in advance of the start of construction, the CONSULTANT will begin work seven (7) days prior to the effective date of the Notice to Proceed to the Contractor. If not, the CONSULTANT will coordinate the beginning of work with the work of the construction contractor.

Element 2.22 - Time for Completion

The CONSULTANT will finish all work under this Contract within thirty (30) days after final acceptance of the construction work by the SPONSOR.

ARTICLE 3 – PAYMENT

Element 3.1 - Fee

The SPONSOR agrees to pay the CONSULTANT as full compensation for services rendered as set forth in this Contract as follows:

Phase 1 Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of One Hundred Fifty Nine Thousand Seven Hundred Fifty Four and 44/100 (\$159,754.44). A breakdown of the cost is included as Attachment C.

The SPONSOR will compensate the CONSULTANT for requested printed materials in excess of those identified, in accordance with the following:

Black Print Plan sheets (22" x 34")	_____/sheet
Black Print on White Paper (11" x 17")	_____/sheet
Black Print on White Paper (8.5" x 11")	_____/sheet

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee of (to be negotiated as an Amendment to this Contract, upon completion of design and advertising for bids).

The fee described above will be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions. Phase (2) Construction may not be needed if it is determined by the SPONSOR to terminate this Contract at the completion of Phase (1) Design.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

Progress payments for completed work will be based on the following schedule of payments:

All charges for service will be due and payable upon receipt of invoice by SPONSOR. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from the State of Michigan or SPONSOR. The CONSULTANT agrees further to return retainage payments to each subconsultant within ten

(10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the SPONSOR or AERO. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the SPONSOR or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

Element 4.1 - Miscellaneous Provisions

The CONSULTANT will follow, insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, AERO and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT will be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency and required to be incorporated in the final plans and documents will not be the responsibility of the CONSULTANT. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the SPONSOR in the performance of this contract will be the responsibility of the SPONSOR, and not the responsibility of the CONSULTANT, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR, provided that nothing herein will be construed as a waiver of any governmental immunity that has been provided to the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR by statute or court decision.

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract plans, maps and specifications prepared or

obtained by the CONSULTANT as provided under the terms of this Contract will be submitted in final form. The final form of the originals will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed and the SPONSOR will assume full responsibility for the reuse of these documents.

The original signed and sealed title sheet for projects bid through MDOT will be retained in AERO files. The CONSULTANT will be provided a scanned .tif electronic file for use in completing the as-constructed plan sheets.

Element 4.3 - Changes in Work

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work described in this Contract, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the revised or additional work will be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT.

Element 4.4 - Delays and Extensions

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

Element 4.5 - Insurance and Liability

The CONSULTANT will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

Element 4.6 - General Compliance with Laws

Unless otherwise specified, this Contract will be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all federal, state and local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The SPONSOR and the CONSULTANT each binds themselves, their partners, successors, assignees and legal representatives to the other party to this Contract and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Contract. Neither the SPONSOR nor the CONSULTANT will assign, sublet, or transfer their interest in this Contract without the written consent of the other.

Element 4.8 - CONSULTANT's Endorsement

The CONSULTANT will seal and sign all final plans and specifications furnished to the

SPONSOR.

Element 4.9 - Disputes

All disputes concerning a question of fact in connection with work not disposed of by agreement between the SPONSOR and the CONSULTANT will be settled through standard court actions.

Element 4.10 - Responsibility for Claims and Liability

The CONSULTANT will save harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT.

The CONSULTANT will require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The CONSULTANT will notify the SPONSOR if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract may have occurred or is threatened to occur. The CONSULTANT will also notify the SPONSOR or AERO if it becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract.

Element 4.12 - Prohibition of Discrimination in State Contracts

The CONSULTANT hereby agrees to comply with the requirements of Appendix A, attached hereto and made a part hereof.

Element 4.13 – Additional Provisions

Additional provisions of this Contract are included as Attachment B.

Element 4.14 – Non-Construction Requirements

The CONSULTANT hereby agrees to comply with the requirements of the Non-construction requirements of Attachment F, attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have fixed their hand this day and date first written above.


ACCEPTED BY THE SPONSOR

Witness: City of Mt. Pleasant
SPONSOR
320 W. Broadway St
Street Address
Mt. Pleasant, MI 48858
City, State & Zip Code

BY: _____
Authorized Representative of SPONSOR

.....

ACCEPTED BY THE CONSULTANT



Witness: Mead & Hunt, Inc.
CONSULTANT
2605 Port Lansing Road
Street Address
Lansing, MI 48906
City, State & Zip Code

BY: 
Authorized Representative

INCLUDE THIS PAGE IN ALL CONTRACTS!!

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment B. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of the Airports Division, Bureau of Aeronautics and Freight Services.

SCHEDULE OF ATTACHMENTS

Attachment A	Prohibition of Discrimination in State Contracts
Attachment B	Additional Provisions
Attachment C	Cost Breakdown
Attachment D	Sketches
Attachment E	Scope of Work/Services
Attachment F	Non-construction (professional services) contract requirements
Attachment G	Prime CONSULTANT Statement of DBE Subconsultant Payment

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit

information as to the practices, policies, program and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

ATTACHMENT B

Additional Provisions

none

ATTACHMENT C

Cost Breakdown

Design Engineering Fee

AIRPORT: Mt. Pleasant Municipal Airport
 LOCATION: Mt. Pleasant, Michigan
 PROJECT DESCRIPTION: Taxiway A Rehabilitation
 CALENDAR DAYS IN CONTRACT: 180

PROJECT NUMBER: 4069200-221451.01
 DATE: 6/20/2022
 REV. NO: n/a

MEAD & HUNT PROJECT COST BY PHASE	DIRECT LABOR	OVERHEAD 1.7812	FIXED FEE 11%	TOTAL LABOR FEE	EXPENSES	TOTAL
PHASE I CONTRACT ADMINISTRATION						
1.0 Project Scoping	\$798.00	\$1,421.40	\$244.13	\$2,463.53		
2.0 Prepare Contract and Sub-Contracts	\$192.00	\$341.99	\$58.74	\$592.73		
3.0 Project Coordination	\$284.00	\$505.86	\$86.88	\$876.74		
4.0 DBE Plan or Update	\$0.00	\$0.00	\$0.00	\$0.00		
5.0 Grant Application and Administration	\$0.00	\$0.00	\$0.00	\$0.00		
6.0 Project Closeout	\$334.00	\$594.92	\$102.18	\$1,031.10		
TOTAL PHASE I CONTRACT ADMINISTRATION	\$1,608.00	\$2,864.17	\$491.93	\$4,964.10	\$104.20	\$5,068.30
PHASE II PRELIMINARY DESIGN						
7.0 Topographic Surveying	\$2,376.00	\$4,232.13	\$726.89	\$7,335.02		
8.0 Geotechnical Investigation	\$1,020.00	\$1,816.82	\$312.05	\$3,148.87		
9.0 Prepare Project Geometrics	\$3,472.00	\$6,184.33	\$1,062.20	\$10,718.53		
10.0 Prepare FAA Pavement Design Report and FAA Form 7460	\$464.00	\$826.48	\$141.95	\$1,432.43		
11.0 Prepare Preliminary Surface Drainage Analysis	\$2,008.00	\$3,576.65	\$614.31	\$6,198.96		
12.0 Prepare Preliminary Cost Estimate	\$1,856.00	\$3,305.91	\$567.81	\$5,729.72		
13.0 Prepare Preliminary Design Report	\$1,028.00	\$1,831.07	\$314.50	\$3,173.57		
14.0 Prepare FAA Form 7460	\$0.00	\$0.00	\$0.00	\$0.00		
15.0 Prepare ALP Update	\$0.00	\$0.00	\$0.00	\$0.00		
16.0 Prepare Environmental Documentation	\$0.00	\$0.00	\$0.00	\$0.00		
17.0 Project Coordination	\$1,136.00	\$2,023.44	\$347.54	\$3,506.98		
18.0 Project Meetings	\$1,108.00	\$1,973.57	\$338.97	\$3,420.54		
TOTAL PHASE II PRELIMINARY DESIGN	\$14,468.00	\$25,770.40	\$4,426.22	\$44,664.62	\$1,437.20	\$46,101.82
PHASE III FINAL DESIGN						
19.0 Prepare Preliminary Plans	\$7,648.00	\$13,622.62	\$2,339.77	\$23,610.39		
20.0 Prepare Preliminary Specifications	\$1,178.00	\$2,098.25	\$360.39	\$3,636.64		
21.0 Prepare Final Surface Drainage Analysis and Final Specifications	\$0.00	\$0.00	\$0.00	\$0.00		
22.0 Prepare Lighting Layout and Circuit Calculations	\$0.00	\$0.00	\$0.00	\$0.00		
23.0 Update Airport Guidance Sign Plan	\$0.00	\$0.00	\$0.00	\$0.00		
24.0 Erosion Control Plan	\$644.00	\$1,147.09	\$197.02	\$1,988.11		
25.0 Compile and Edit Permits	\$0.00	\$0.00	\$0.00	\$0.00		
26.0 Prepare Certification of Engineering and Modification	\$1,856.00	\$3,305.91	\$567.81	\$5,729.72		
27.0 Prepare Cost Estimate at 60% Complete	\$1,288.00	\$2,294.19	\$394.04	\$3,976.23		
28.0 Conduct Plan Review at 60% Complete	\$464.00	\$826.48	\$141.95	\$1,432.43		
29.0 Update Plans to 90%	\$2,917.00	\$5,195.76	\$892.40	\$9,005.16		
30.0 Update Specifications to 90%	\$464.00	\$826.48	\$141.95	\$1,432.43		
31.0 Conduct Plan Review at 90% Complete	\$464.00	\$826.48	\$141.95	\$1,432.43		
32.0 Prepare and Submit Final Plans and Specifications	\$1,004.00	\$1,788.32	\$307.16	\$3,099.48		
33.0 Prepare and Submit Final Cost Estimate	\$1,288.00	\$2,294.19	\$394.04	\$3,976.23		
34.0 Prepare and Submit Final Engineers Design Report	\$514.00	\$915.54	\$157.25	\$1,586.79		
35.0 Prepare and Submit Construction Management Report	\$552.00	\$983.22	\$168.87	\$1,704.09		
36.0 Prepare Advertisement for Bids	\$96.00	\$171.00	\$29.37	\$296.37		
37.0 Project Coordination	\$568.00	\$1,011.72	\$173.77	\$1,753.49		
38.0 Project Meetings	\$748.00	\$1,332.34	\$228.84	\$2,309.18		
TOTAL PHASE III FINAL DESIGN	\$21,693.00	\$38,639.59	\$6,636.58	\$66,969.17	\$174.40	\$67,143.57
PHASE IV BID ADMINISTRATION						
39.0 Furnish Bid Documents	\$464.00	\$826.48	\$141.95	\$1,432.43		
40.0 Respond to Bidders Questions	\$464.00	\$826.48	\$141.95	\$1,432.43		
41.0 Prepare and Distribute Addendums	\$464.00	\$826.48	\$141.95	\$1,432.43		
42.0 Pre-Bid Conference	\$464.00	\$826.48	\$141.95	\$1,432.43		
43.0 Bid Opening	\$142.00	\$252.93	\$43.44	\$438.37		
44.0 Bid Review and Bid Tabulation	\$192.00	\$341.99	\$58.74	\$592.73		
45.0 Prepare Recommendation for Award	\$192.00	\$341.99	\$58.74	\$592.73		
TOTAL PHASE IV BID ADMINISTRATION	\$2,382.00	\$4,242.83	\$728.72	\$7,353.55	\$87.20	\$7,440.75
TOTAL MEAD & HUNT FEES	\$40,151.00	\$71,516.99	\$12,283.45	\$123,951.44	\$1,803.00	\$125,754.44

DIRECT SUB CONSULTANTS	Fee
Geotechnical Testing (GeoTran - DBE)	\$34,000.00
Survey	\$0.00
Other	\$0.00
Other	\$0.00
Other	\$0.00
Other	\$0.00
TOTAL DIRECT SUB CONSULTANTS	\$34,000.00

TOTAL DESIGN ENGINEERING FEE \$159,754.44

Item No.		Sr Project Engineer \$71.00	Project Engineer \$57.00	Senior Engineer \$50.00	Engineer 3 \$45.00	Engineer Tech 4 \$42.00	Engineer Tech 2 \$33.00	Engineer Tech 1 \$25.00	Clerical \$25.00	Project Planner \$57.00	Total Hours		Cost Summary
PHASE I - CONTRACT ADMINISTRATION													
1.0	Project Scoping												
1.1	Preliminary meetings with the Sponsor	4	0	0	4	0	0	0	0	0	8		\$464.00
1.2	Prepare project scope of work and proposal	4	0	0	0	0	0	0	2	0	6		\$334.00
	Estimated Total Man-hours	8	0	0	4	0	0	0	2	0	14		
	Summary Costs	\$568.00	\$0.00	\$0.00	\$180.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00			\$798.00
2.0	Prepare Contract and Sub-Contracts												
	Estimated Total Man-hours	2	0	0	0	0	0	0	2	0	4		\$192.00
	Summary Costs	\$142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00			\$192.00
3.0	Project Coordination												
	Estimated Total Man-hours	4	0	0	0	0	0	0	0	0	4		\$284.00
	Summary Costs	\$284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$284.00
4.0	DBE Plan or Update												
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
5.0	Grant Application and Administration												
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
6.0	Project Closeout												
	Estimated Total Man-hours	4	0	0	0	0	0	0	2	0	6		\$334.00
	Summary Costs	\$284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00			\$334.00
Expenses											Rate		
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$90.00	\$0.00
	Mileage	120	0	0	0	0	0	0	0	0	120 Miles	\$0.585	\$70.20
	Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$120.00	\$0.00
	Meals/Day	0	0	0	0	0	0	0	0	0	0 Days	\$50.00	\$0.00
	Meals/Trip	1	0	0	0	1	0	0	0	0	2 Trips	\$17.00	\$34.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Expenses													\$104.20
PHASE I - CONTRACT ADMINISTRATION TOTAL													\$1,712.20

Item No.	Sr Project Engineer \$71.00	Project Engineer \$57.00	Senior Engineer \$50.00	Engineer 3 \$45.00	Engineer Tech 4 \$42.00	Engineer Tech 2 \$33.00	Engineer Tech 1 \$25.00	Clerical \$25.00	Project Planner \$57.00	Total Hours		Cost Summary
PHASE II - PRELIMINARY DESIGN												
7.0 Topographic Surveying												
7.1 Coordination (collect existing data, locate utilities)	0	0	0	0	4	0	0	0	0	4		\$168.00
7.2 Survey control	0	0	0	8	4	0	0	0	0	12		\$528.00
7.3 Field work	0	0	0	0	32	0	0	0	0	32		\$1,344.00
7.4 Convert survey data for design software	0	0	0	0	8	0	0	0	0	8		\$336.00
Estimated Total Man-hours	0	0	0	8	48	0	0	0	0	56		
Summary Costs	\$0.00	\$0.00	\$0.00	\$360.00	\$2,016.00	\$0.00	\$0.00	\$0.00	\$0.00			\$2,376.00
8.0 Geotechnical Investigation												
8.1 Coordination to schedule geotechnical work	4	0	0	0	0	0	0	0	0	4		\$284.00
8.2 Establish project testing requirements	4	0	0	0	0	0	0	0	0	4		\$284.00
8.3 Field work	0	0	0	0	4	0	0	0	0	4		\$168.00
8.4 Analyze data	4	0	0	0	0	0	0	0	0	4		\$284.00
Estimated Total Man-hours	12	0	0	0	4	0	0	0	0	16		
Summary Costs	\$852.00	\$0.00	\$0.00	\$0.00	\$168.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,020.00
9.0 Prepare Project Geometrics												
Estimated Total Man-hours	8	0	0	24	0	0	0	0	32	64		\$3,472.00
Summary Costs	\$568.00	\$0.00	\$0.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,824.00			\$3,472.00
10.0 Prepare FAA Pavement Design Report and FAA Form 5100												
Estimated Total Man-hours	4	0	0	4	0	0	0	0	0	8		\$464.00
Summary Costs	\$284.00	\$0.00	\$0.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$464.00
11.0 Prepare Preliminary Surface Drainage Analysis												
Estimated Total Man-hours	8	0	0	32	0	0	0	0	0	40		\$2,008.00
Summary Costs	\$568.00	\$0.00	\$0.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$2,008.00
12.0 Prepare Preliminary Cost Estimate												
12.1 Calculate estimated preliminary quantities	8	0	0	8	0	0	0	0	0	16		\$928.00
12.2 Prepare preliminary cost estimates	8	0	0	8	0	0	0	0	0	16		\$928.00
Estimated Total Man-hours	16	0	0	16	0	0	0	0	0	32		
Summary Costs	\$1,136.00	\$0.00	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,856.00
13.0 Prepare Preliminary Design Report												
Estimated Total Man-hours	8	0	0	8	0	0	0	4	0	20		\$1,028.00
Summary Costs	\$568.00	\$0.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00			\$1,028.00
44.0 Prepare FAA Form 7460												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
45.0 Prepare ALP Update												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
46.0 Prepare Environmental Documentation												
46.1 Site visit and coordination	0	0	0	0	0	0	0	0	0	0		\$0.00
46.2 Environmental documentation	0	0	0	0	0	0	0	0	0	0		\$0.00
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
17.0 Project Coordination												
Estimated Total Man-hours	16	0	0	0	0	0	0	0	0	16		\$1,136.00
Summary Costs	\$1,136.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,136.00
18.0 Project Meetings												
18.1 Present preliminary design, alternatives and recommendations to airport	4	0	0	8	0	0	0	0	0	12		\$644.00
18.2 Coordination meetings	4	0	0	4	0	0	0	0	0	8		\$464.00
Estimated Total Man-hours	8	0	0	12	0	0	0	0	0	20		
Summary Costs	\$568.00	\$0.00	\$0.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,108.00
Expenses											Rate	
Auto Rental	0	0	0	0	0	0	0	0	2	2 Days	\$90.00	\$180.00
Mileage	120	0	0	0	600	0	0	0	0	720 Miles	\$0.585	\$421.20
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$120.00	\$0.00
Meals/Day	0	0	0	0	0	0	0	0	2	2 Days	\$50.00	\$100.00
Meals/Trip	1	0	0	2	5	0	0	0	0	8 Trips	\$17.00	\$136.00
Airfare	0	0	0	0	0	0	0	0	1	1	\$600.00	\$600.00

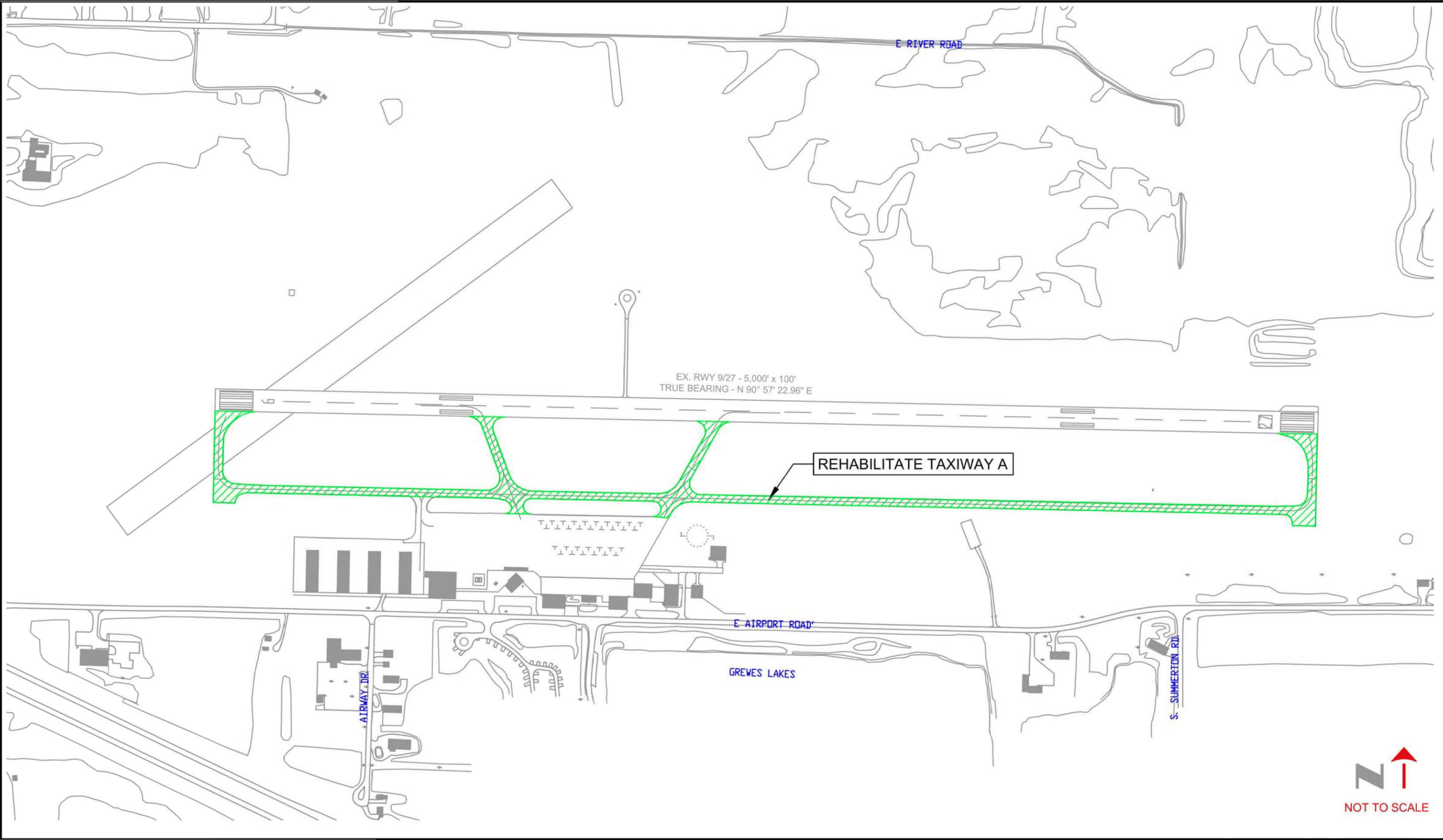
Item No.	Sr Project Engineer \$71.00	Project Engineer \$57.00	Senior Engineer \$50.00	Engineer 3 \$45.00	Engineer Tech 4 \$42.00	Engineer Tech 2 \$33.00	Engineer Tech 1 \$25.00	Clerical \$25.00	Project Planner \$57.00	Total Hours		Cost Summary
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Expenses												\$1,437.20
PHASE II - PRELIMINARY DESIGN TOTAL												\$15,905.20

Item No.	Sr Project Engineer \$71.00	Project Engineer \$57.00	Senior Engineer \$50.00	Engineer 3 \$45.00	Engineer Tech 4 \$42.00	Engineer Tech 2 \$33.00	Engineer Tech 1 \$25.00	Clerical \$25.00	Project Planner \$57.00	Total Hours		Cost Summary
PHASE III - FINAL DESIGN												
19.0	Prepare Preliminary Plans											
	General											
Cover Sheet, Sheet Index & Symbols	1	0	0	2	0	0	0	0	0	3		\$161.00
Legend & Abbreviations	1	0	0	2	0	0	0	0	0	3		\$161.00
General Notes	1	0	0	2	0	0	0	0	0	3		\$161.00
Project Layout Plan	2	0	0	2	0	0	0	0	0	4		\$232.00
Survey Control Plan	1	0	0	2	0	0	0	0	0	3		\$161.00
Project Quantity Tables	1	0	0	2	0	0	0	0	0	3		\$161.00
Construction & Phasing Plan	2	0	0	8	0	0	0	0	0	10		\$502.00
Geotechnical												
Plan & Log of Soil Borings	1	0	0	4	0	0	0	0	0	5		\$251.00
Civil - General												
Civil Legend	1	0	0	2	0	0	0	0	0	3		\$161.00
Erosion Control Plans	1	0	0	2	0	0	0	0	0	3		\$161.00
Erosion Control Details	1	0	0	2	0	0	0	0	0	3		\$161.00
Storm Water Management Plans	1	0	0	2	0	0	0	0	0	3		\$161.00
Demolition Plans	2	0	0	4	0	0	0	0	0	6		\$322.00
Demolition Details	2	0	0	2	0	0	0	0	0	4		\$232.00
Geometrics	2	0	0	8	0	0	0	0	0	10		\$502.00
Existing Contours	2	0	0	8	0	0	0	0	0	10		\$502.00
Civil - Site												
Grading & Drainage Plans	2	0	0	16	0	0	0	0	0	18		\$862.00
Intersection Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Plan & Profiles	2	0	0	8	0	0	0	0	0	10		\$502.00
Typical Sections	2	0	0	8	0	0	0	0	0	10		\$502.00
Paving Details	2	0	0	8	0	0	0	0	0	10		\$502.00
Jointing Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Jointing Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Pavement Grooving Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Utility												
Plan & Profiles	0	0	0	0	0	0	0	0	0	0		\$0.00
Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Sewer												
Plan & Profiles	0	0	0	0	0	0	0	0	0	0		\$0.00
Sewer Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Water												
Water Distribution Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Water Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Storm Sewer												
Plan & Profiles	0	0	0	0	0	0	0	0	0	0		\$0.00
Drainage Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Inlet Layout Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Gas												
Gas Distribution Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Gas Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Fencing												
Fencing Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Fencing Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Gate Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Marking												
Marking Plans	2	0	0	4	0	0	0	0	0	6		\$322.00
Marking Details	2	0	0	4	0	0	0	0	0	6		\$322.00
Signing Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Signing Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - X-Sections												
Cross Sections	4	0	0	8	0	0	0	0	0	12		\$644.00
Electrical												
Electrical Removals Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Electrical Layout Plan	0	0	0	0	0	0	0	0	0	0		\$0.00

Item No.	Sr Project Engineer \$71.00	Project Engineer \$57.00	Senior Engineer \$50.00	Engineer 3 \$45.00	Engineer Tech 4 \$42.00	Engineer Tech 2 \$33.00	Engineer Tech 1 \$25.00	Clerical \$25.00	Project Planner \$57.00	Total Hours		Cost Summary
Existing Signage Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Proposed Signage Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Sign Legend	0	0	0	0	0	0	0	0	0	0		\$0.00
Electrical Vault Layout	0	0	0	0	0	0	0	0	0	0		\$0.00
Existing Signage Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Electrical Details	0	0	0	0	0	0	0	0	0	0		\$0.00
NAVAIDS Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Estimated Total Man-hours	38	0	0	110	0	0	0	0	0	148		
Summary Costs	\$2,698.00	\$0.00	\$0.00	\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$7,648.00
20.0 Prepare Preliminary Specifications												
20.1 Prepare preliminary technical specifications	4	0	0	8	0	0	0	0	0	12		\$644.00
20.2 Prepare preliminary contract documents	2	0	0	0	0	0	0	8	0	10		\$342.00
20.3 Prepare preliminary special provisions	2	0	0	0	0	0	0	2	0	4		\$192.00
Estimated Total Man-hours	8	0	0	8	0	0	0	10	0	26		
Summary Costs	\$568.00	\$0.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00			\$1,178.00
24.0 Prepare Final Surface Drainage Analysis and Final Storm Sewer Design												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
22.0 Prepare Lighting Layout and Circuit Calculations												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
23.0 Update Airport Guidance Sign Plan												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
24.0 Erosion Control Plan												
Estimated Total Man-hours	4	0	0	8	0	0	0	0	0	12		\$644.00
Summary Costs	\$284.00	\$0.00	\$0.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$644.00
25.0 Compile and Edit Permits												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
26.0 Prepare Certification of Engineering and Modification of Standards												
Estimated Total Man-hours	16	0	0	16	0	0	0	0	0	32		\$1,856.00
Summary Costs	\$1,136.00	\$0.00	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,856.00
27.0 Prepare Cost Estimate at 60% Complete												
27.1 Calculate estimated quantities	4	0	0	8	0	0	0	0	0	12		\$644.00
27.2 Prepare cost estimate	4	0	0	8	0	0	0	0	0	12		\$644.00
Estimated Total Man-hours	8	0	0	16	0	0	0	0	0	24		
Summary Costs	\$568.00	\$0.00	\$0.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,288.00
28.0 Conduct Plan Review at 60% Complete												
Estimated Total Man-hours	4	0	0	4	0	0	0	0	0	8		\$464.00
Summary Costs	\$284.00	\$0.00	\$0.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$464.00
29.0 Update Plans to 90%												
Cover Sheet	1	0	0	2	0	0	0	0	0	3		\$161.00
Index to Drawings	1	0	0	2	0	0	0	0	0	3		\$161.00
Project Layout Plan	1	0	0	2	0	0	0	0	0	3		\$161.00
Construction Operations and Safety Plan	2	0	0	8	0	0	0	0	0	10		\$502.00
Soil Boring Plan	1	0	0	2	0	0	0	0	0	3		\$161.00
Safety Plan	1	0	0	2	0	0	0	0	0	3		\$161.00
Survey Control Plan	1	0	0	2	0	0	0	0	0	3		\$161.00
Construction Phasing Plan	1	0	0	2	0	0	0	0	0	3		\$161.00
Demolition Sheets	1	0	0	2	0	0	0	0	0	3		\$161.00
Grading and Drainage Sheets	4	0	0	8	0	0	0	0	0	12		\$644.00
Typical Sections and Details	1	0	0	2	0	0	0	0	0	3		\$161.00
Drainage Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Pavement Marking Layout and Details	1	0	0	2	0	0	0	0	0	3		\$161.00
Erosion Control Plan	1	0	0	2	0	0	0	0	0	3		\$161.00
Electrical Layout Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Lighting Control System	0	0	0	0	0	0	0	0	0	0		\$0.00
Electrical Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Mechanical Layout Plans	0	0	0	0	0	0	0	0	0	0		\$0.00

ATTACHMENT D

**Sketch Showing Location of Work to be
Performed as Part of this Contract**



ATTACHMENT E

Scope of Work/Services

**Mt. Pleasant Municipal Airport
Taxiway A Rehabilitation
M&H Project No. 4069200-221451.01
Design Engineering Work Scope**

Project Description : Taxiway A and associated connectors currently have a PCI range (2018) from 19 to 68. This includes sections of 19, 42, 53, 55 and 68. It is expected that by 2023, the pavement sections will have values of 16, 29, 45, 47 and 60, placing it within the rehabilitation/reconstruction limits. The taxiways are planned to remain 35' wide. The rehabilitated area will be approximately 5,600' long, and will include run-up pads on either end and the midfield connectors. It is currently anticipated that the pavement will be rehabilitated utilizing a full depth reclamation method (Pulverization). See **Figure 1** for project depiction.

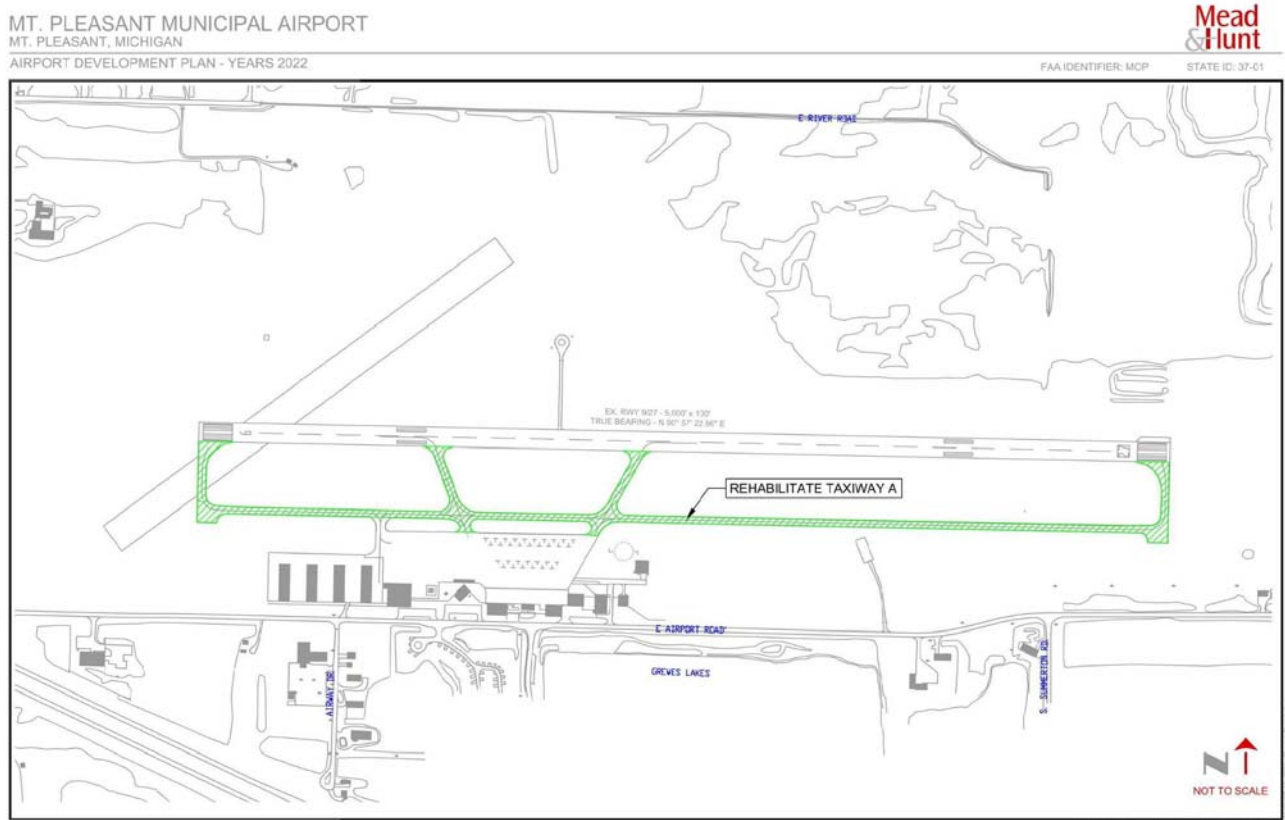


Figure 1: Project Sketch

In addition, the two midfield connectors provide direct access from the apron to the runway, which no longer meets FAA standards. A limited planning effort will be included to determine the preferred location and geometry of a single midfield connector. Once a preferred location is determined, cost estimating will be completed to determine if the Airport will submit for and MOS, or request additional funding to correct the non-standard geometry.

This scope does not include the effort to design a new connector if the Airport chooses to correct the non-standard geometry. If the Airport proceeds in that direction, an amendment may be necessary for the additional design work.

Project Anticipated Construction Amount: \$1,800,000

PHASE I. Contract Administration

This phase involves those activities required for defining the scope of project administration and project closeout work, including (but not limited to) the following activities:

1.0 Project Scoping

1.1 Preliminary Meetings with the SPONSOR

CONSULTANT shall confer with the SPONSOR on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with MDOT AERO/FAA 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. The CONSULTANT and SPONSOR shall discuss what type of environmental documentation (Environmental Assessment or Categorical Exclusion) will be needed for the project and included in the work scope. Meetings with the SPONSOR shall also determine the need for topographical surveying and pavement/geotechnical testing.

1.2 Prepare Project Scope of Work and Proposal

This includes preparing the scope of work and fee proposal and negotiating the contract scope and fee with the SPONSOR. This also includes coordination with SUBCONSULTANTS for scopes and fees and coordination with DBE firms.

2.0 Prepare Contract and Subcontracts

This includes preparing the CONSULTANT-SPONSOR contract and preparing SUBCONSULTANT contracts.

3.0 Project Coordination

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, MDOT/AERO, FAA and other applicable agencies to complete the work elements in Phase 1.

4.0 DBE Plan or Update

It is anticipated that all DBE plan tasks and updates will be completed by MDOT Aeronautics staff, and therefore will not be part of this scope.

5.0 Grant Application and Administration

It is anticipated that all required Grant Application and Administration tasks will be completed by MDOT Aeronautics staff, and therefore will not be part of this scope.

6.0 Project Closeout

Assist MDOT Aero in preparation of the FAA Project Financial Closeout Forms and Report.

PHASE II. Preliminary Design (30%)

7.0 Topographical Surveying

7.1 Coordination to collect existing data and locate utilities

This task includes data collection and such as review of as-builts and available existing survey information in order to gather information on existing topography and utility information. This also includes coordination for field utility locates with SPONSORS, MDOT and FAA. Coordination will be done with survey field crews to establish survey limits and coordination, survey schedule and available survey control information.

7.2 Survey control

Survey control will be based on existing USGS control information and used for design surveys. The CONSULTANT shall provide a drawing showing the location of the existing or established control for the project. The CONSULTANT shall perform necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. If applicable the CONSULTANT shall establish runway end coordinates and runway centerline alignments and tie these into the project survey control.

7.3 Field work

A topographic survey will be conducted by the CONSULTANT. The data will be used to determine the existing pavement geometry, elevations, and drainage patterns. Locations of discovered existing edge lights, signs, NAVAIDs, and utility structures will also be acquired via the topographic survey. A site visit will also be conducted to inventory and evaluate the existing electrical vault room and equipment.

7.4 Convert survey data for design software

This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following separate tasks:

- Establish design coordinate plan to be used for CADD drawings
- Input raw survey data into the computer program in order to sort data into company standard layers for efficient analyzing
- Verify survey data from previous project with latest field survey
- Verify surveyor horizontal and vertical control
- Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences and other miscellaneous entities
- Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features

8.0 Geotechnical Investigation

8.1 Coordination to schedule geotechnical work

This task includes data collection and such as review of as-builts and available existing geotechnical information in order to gather information on existing soil conditions and past

geotechnical or pavement test results. Coordination will be done with the geotechnical sub-CONSULTANT to schedule work and establish any work constraint parameters.

8.2 Establish project testing requirements

The CONSULTANT shall determine the type and frequency of geotechnical testing required for the project. The testing shall consider such items as pavement type, design methodology, type of wheel loading, and weight of design aircraft (e.g. greater than or less than 60,000lbs). The CONSULTANT shall use this information to perform the following tasks:

- o Determine soil boring locations and frequency of testing.
- o Develop a project sketch showing location and coordinates of borings
- o Determine soil sampling locations and types of soils testing required.

8.3 Field work & laboratory testing

- o Locate and complete thirty-eight (38) soil borings. Soil Borings shall be taken within existing Taxiway A and run-up pad areas extending to 10 feet below existing grade unless otherwise noted. If highly compressible soils are found, the borings will be extended to the lower extent of the material.
- o Obtain ground surface elevations at all boring locations.
- o Soil samples will be obtained from standard SPT sampling methods at minimum intervals of 2.5'. The N-values will be recorded in accordance with ASTM D-1586.
- o Three (3) bulk samples of the subgrade material shall be obtained and tested for California Bearing Ratio (CBR) and K values. Samples will likely be a combination of boring locations and will be determined by the CONSULTANT at the time of drilling.
- o Remove and dispose of excess material in the grassy areas.
- o Bore holes shall be filled with sand up to the bottom of the pavement. The hole through the pavement shall be filled with non-shrinking grout.
- o Record groundwater levels in the borings during and immediately after drilling.
- o Visually classify soil samples in general accordance with the Unified Soil Classification System.
- o Perform moisture content tests
- o Perform Loss-On-Ignition (LOI) tests per ASTM D7348 on any soils appearing or suspected to contain excessive organic material.
- o Perform three (3) sets of Laboratory CBR (ASTM D1883) tests and modified proctor tests on subgrade materials collected during the fieldwork.
 - o Perform up to three (3) Atterberg limits per ASTM D4318 on individual soil strata.
 - o Provide a geotechnical engineer on site at all times while borings are being completed to oversee geotechnical exploration.
- o Perform up to three (3) grain size analysis (ASTM D422 and C136) on subgrade soils.

8.4 Analyze data

The CONSULTANT will analyze the field and lab data, and prepare a geotechnical investigation report including the following:

- A description of the field and laboratory investigation procedures.
- Logs of soil borings and soil boring location diagram.
- A description of the prevailing subsurface characteristics of the site, including the soil stratigraphy and consistency, ground water conditions, and any unusual conditions.
- Results of the laboratory CBR tests.
- Geotechnical related recommendations for the new pavement design(s), including recommended CBR's and soil K values for use in the design, by area if necessary.
- Construction considerations related to the soil and ground water conditions.
- Estimated frost depth based on temperature/soil relationship.

9.0 Prepare Project Geometrics

The CONSULTANT shall design the taxiway geometrics in accordance with the requirements of the Federal Aviation Administration (FAA) Airport Design Advisory Circular (AC) 150/5300-13B for an Airport Reference Code C-II facility.

As noted above, this work will also include a limited planning effort to determine the location of a single runway connector to replace the two non-standard mid-field connectors.

10.0 Prepare FAA Pavement Design Report and FAA Form 5100

This task will consist of using information obtained in the Geotechnical Investigation, and calculate the required pavement sections required to support the design vehicle or aircraft using FAA Advisory Circular 150/5320-6F, Airport Pavement Design and Evaluation.

The following effort will be completed under this task:

- Calculate and determine critical design aircraft based on current and forecasted aircraft fleet mix.
- Verify the pavement section based on accepted FAA pavement design programs.
- Verify frost design
- Calculate sub-excavation or undercutting subgrade for stabilization if necessary
- Prepare pavement design narrative to describe the design procedure, historic design, and justification for FAA, MDOT/AERO and SPONSOR

11.0 Prepare Preliminary Surface Grading and Drainage Analysis

Preliminary surface grading will be completed in accordance with standard engineering practices, local requirements, and in accordance with the FAA Advisory Circular 150/5300-13B Airport Design

Due to the scope of this project being limited to a rehabilitation of existing pavement, it is not anticipated that the project will include drainage design beyond surface grading to existing low areas/drainage infrastructure.

12.0 Prepare Preliminary Cost Estimate – In addition to preliminary quantities and cost estimating, the CONSULTANT will prepare quantities and estimate for construction of a new mid-field connector in the preferred location determined in task 9.0

12.1 Calculate estimated preliminary quantities

The CONSULTANT will calculate necessary quantities for the various work items.

Quantities will be consistent with the specifications and acceptable quantity calculation practices.

12.2 Prepare preliminary costs estimate

13.0 Prepare Preliminary Design Report

During the preparation of the preliminary plans and specifications, a design report will be prepared. The report will include the summary of the project, geometrics, pavement and electrical design, drainage design, pavement marking, phasing plans and a project schedule. The report will also contain any alternative design concepts that were investigated and evaluated. A construction operation plan will be included as well as an engineer's cost estimate. This report will discuss all bid packages. The Standard FAA for this report is as follows:

- Introduction
- Project Background/Purpose and Need
- Airport Operational Safety (reference Federal Advisory Circular 150/5370-2G & SOP 1.00)
- Design Geometrics (reference Federal Advisory Circular 150/5300-13B)
- Pavement Design Analysis (reference Federal Advisory Circular 150/5320-6F)
- Drainage Considerations (reference Federal Advisory Circular 150/5320-5D)
- Electrical Considerations (reference Federal Advisory Circular 150/5340-30J & 5340-18G)
- Pavement Marking Considerations (reference Federal Advisory Circular 150/5340-1M)
- Design Alternatives and Layout Sheets
- Design Recommendations
- Construction Estimate
- Project Schedule Summary

14.0 Prepare FAA Form 7460

It is not anticipated that a FAA Form 7460 will be required

15.0 Prepare ALP Update

An ALP Update is not included in this scope. If during the design, the Airport selects to move forward with the construction of a new mid-field connector, an amendment may be necessary to complete the task.

16.0 Prepare Environmental Documentations

It is anticipated that environmental clearance for the project will be completed by MDOT Aeronautics staff on the Airport's behalf. This work scope does NOT include any environmental clearance or wetland design/mitigation. If it is determined that the CONSULTANT will be required

to complete the environmental clearance, the work necessary will be completed under an amendment to this agreement or a separate agreement.

16.1 Site visit and coordination

N/A

16.2 Environmental documentation

N/A

17.0 Project Coordination

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, MDOT/AERO, FAA and other applicable agencies to complete the work elements in Phase II.

18.0 Project Meetings

The CONSULTANT will arrange and lead the meetings as described in the subtasks below. The CONSULTANT will produce drawings and handouts as needed for the purpose of conducting each meeting.

18.1 Present preliminary design, alternatives and recommendations to SPONSOR

The CONSULTANT will prepare for and conduct a meeting with the SPONSOR to present the findings of the preliminary engineering phase and any alternatives and recommendations for the project.

18.2 Coordination meetings

The CONSULTANT shall conduct an additional 2 coordination meeting(s) at via Microsoft Teams, as needed.

PHASE III. Final Design (60%, 90% and Final)

19.0 Prepare Preliminary Plans

Preliminary plans will be prepared depicting items of work within the project area. The following list of drawings will be used as a guideline. Additional drawings may be added during the design phase, if required.

General:

- Cover Sheet, Sheet Index & Symbols
- Legend & Abbreviations
- General Notes
- Project Layout Plan
- Survey Control Plan
- Project Quantity Tables
- Construction & Phasing Plan

Geotechnical:

- Plan & Log of Soil Borings

Civil:

General

- Civil Legend
- Erosion Control Plans
- Erosion Control Details
- Storm Water Management Plans
- Demolition Plans
- Demolition Details
- Geometrics
- Existing Contours

Site

- Grading & Drainage Plans
- Intersection Details – Not Anticipated
- Plan & Profiles
- Typical Sections
- Paving Details
- Jointing Plans – Not Anticipated
- Jointing Details – Not Anticipated
- Pavement Grooving Plan – Not Anticipated

Utility

- Plan & Profiles – Not Anticipated
- Details – Not Anticipated

Sewer

- Plan & Profiles – Not Anticipated
- Sewer Details – Not Anticipated

Water

- Water Distribution Plan – Not Anticipated
- Water Details – Not Anticipated

Storm Sewer

Plan & Profiles – Not Anticipated
Drainage Details – Not Anticipated
Inlet Layout Plan – Not Anticipated

Gas

Gas Distribution Plan – Not Anticipated
Gas Details – Not Anticipated

Fencing

Fencing Plans – Not Anticipated
Fencing Details – Not Anticipated
Gate Details – Not Anticipated

Marking

Marking Plans
Marking Details
Signing Plans – Not Anticipated
Signing Details – Not Anticipated

X-Sections

Cross Sections

Electrical:

Electrical Removals Plan – Not Anticipated
Electrical Layout Plan – Not Anticipated
Existing Signage Plan – Not Anticipated
Proposed Signage Plan – Not Anticipated
Sign Legend – Not Anticipated
Electrical Vault Layout – Not Anticipated
Wiring Diagrams – Not Anticipated
Electrical Details – Not Anticipated
NAVAIDS Details – Not Anticipated

20.0 Prepare Preliminary Specifications

The CONSULTANT will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by the FAA specifications.

20.1 Prepare preliminary technical specifications**20.2 Prepare preliminary 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, State Requirements, 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 SPONSOR for review by the SPONSOR. Also review and incorporate the SPONSOR's general provisions and contract clauses, as required.

20.3 Prepare preliminary special provisions

The CONSULTANT will prepare Special Provisions to address, or expand on, conditions that require additional clarification. They may include but are not be limited to the following items:

- o Description of Work
- o Haul Roads/Project Access
- o Airport Security
- o Work Schedule
- o Additional Quality Control Requirements
- o Pre-Construction Conference
- o Sequencing of the Work
- o Closure of AOA's
- o Accident Prevention
- o Underground Cables/Utilities
- o Guarantees/Insurance/Taxes/Permits
- o Contracts/Subcontracts
- o Additional DBE Information
- o Liquidated Damages
- o Construction Operational Plan
- o Safety Standards and Impacts
- o Additional Acceptance Testing Issues
- o Grade Control and Surface Tolerance for Paving Work
- o The Construction Management Plan
- o Operation and Maintenance Manuals for Equipment
- o Special Testing Considerations
- o Project Closeout Forms
- o Construction Superintendent
- o Contractor Insurance Requirements
- o Sales Tax Exemption
- o Security Requirements
- o Precedence of Specifications
- o Disposal of waste Materials
- o Contract Time
- o Temp Facilities for Contractor

21.0 Prepare Final Surface Drainage Analysis and Final Storm Sewer Design

As stated above, no drainage design is anticipated or included in this scope

22.0 Prepare Lighting Layout and Circuit Calculations

Th project is not anticipated to include changes to the airfield lighting layout or circuits, and therefore, it is not included in this scope.

23.0 Update Airport Guidance Sign Plan

The Airport does not have a marking and signage plan on file with the FAA, therefore this task is not included in this scope.

24.0 Erosion Control Plan

The CONSULTANT will develop an Erosion Control Plan for the project that is in accordance with BEST management practices. The plan will detail types of erosion control measures recommended for the site in addition to other information needed for the NPDES permitting application. This information shall include (but not limited to):

- Project Location
- Size of Disturbance of Project
- Amount of Impervious Surface
- Hydrologic Classification of Site
- Receiving Waters
- Site Drainage Overview

25.0 Compile and Submit Permits

Necessary permits for the project will be the responsibility of the contractor at the time of construction are compiling and submitting them is not included in this scope.

26.0 Prepare Certification of Engineering and Modification of Standards

The CONSULTANT will complete the CONSULTANT Certification verifying the plans and specifications were developed in accordance with Federal guidelines. For all known modifications the CONSULTANT will prepare a Request for Modification of Federal Construction Standards if found to be necessary for the project. At this time, the only known Modification may be for direct access from the apron to the runway via the two existing mid-field connectors. Any unforeseen modification to standards will be completed as an amendment to this contract. The certification will discuss modifications required under the Bid Packages. The Certification will be submitted to the SPONSOR for acceptance. Signed copies will be forwarded to the FAA along with final plans, contract documents, specifications and Engineer's Report. This will also be part of the Final Engineering Design Report.

27.0 Prepare Cost Estimate at 60% Complete

27.1 Calculate estimated quantities

The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and standard quantity calculation practices.

27.2 Prepare cost estimate

28.0 Conduct Plan Review at 60% Complete

Following preparation of the preliminary plans, the CONSULTANT will review the project with the SPONSOR.

29.0 Update Plans to 90%

30.0 Update Specifications to 90%

31.0 Conduct Plan Review at 90% Complete

Following the completion of the plans and specifications, the Engineer will submit a set of drawings and specifications to the SPONSOR for their review. A meeting will be scheduled to make a final inspection of the project. The project will be reviewed with MDOT/AERO and FAA to obtain their concurrence with the design.

32.0 Prepare Final Plans and Specifications

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.

33.0 Prepare and Submit Final Estimated Cost Estimate

33.1 Calculate estimated final quantities

33.2 Prepare final cost estimate

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.

34.0 Prepare and Submit Final Engineers Design Report

35.0 Prepare and Submit a Construction Management Report (for paving projects over \$250k)

The Construction Management Report will be completed under a future Construction Administration services agreement.

36.0 Prepare Advertisement for Bids

Required advertisement dates, and bidding dates will be established. 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.

37.0 Project Coordination (coordination with SPONSOR, State, FAA, etc.)

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, State, FAA and other applicable agencies to complete the work elements in Phase III.

38.0 Project Meetings

The CONSULTANT will arrange and lead the meetings as described in the subtasks below. The CONSULTANT will produce drawings and handouts as needed for the purpose of conducting each meeting.

38.1 Final design review

The CONSULTANT will prepare and conduct a meeting via video conference to present the final design documents.

38.2 Coordination meetings (with FAA, MDOT/AERO, Local Agencies, subCONSULTANTS etc.)

The CONSULTANT shall conduct additional coordination meeting(s) at the SPONSOR (or other named site) as needed. It is anticipated that one additional meeting will be required.

PHASE IV. Bid Administration

39.0 Furnish Bid Documents

CONSULTANT shall prepare, reproduce and distribute bidding documents to interested contractors and suppliers. The CONSULTANT shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

40.0 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.

41.0 Prepare and Distribute Addendums

CONSULTANT shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the SPONSOR or MDOT AERO/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.

42.0 Pre-Bid Conference

CONSULTANT shall arrange for and conduct Pre-Bid Conference. The Project Manager and Project Engineer will attend and conduct the Pre-Bid Meeting with potential contractors and the SPONSOR to review the project and answer questions. The meeting will be conducted at the airport and will include a site inspection and meeting minutes will be prepared and distributed.

43.0 Bid Opening

CONSULTANT shall attend the bid opening at the site, as identified in the Bid Advertisement and to process the bid documents.

44.0 Bid Review and Bid Tabulation

CONSULTANT shall advise SPONSOR 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

45.0 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.

Schedule

The design for this project will take approximately 180 days to complete, not including SPONSOR, FAA and MDOT-AERO review periods. The design schedule will be coordinated with the SPONSOR. It is anticipated competitive bids will be received for the project in February 2023 and a grant for construction will be awarded in FAA fiscal year 2023.

SPONSOR Responsibilities

The SPONSOR shall be responsible to provide the following information and activities:

- Provide access to the project site and assist with locating any known utilities.
- Provide a single point of contact with authority to review all documents and make decisions.
- Provide concurrence with the aircraft fleet mix that will be utilizing the taxiway.
- Provide any known record drawing information to the CONSULTANT.
- Provide coordination regarding construction safety and phasing plan reviews and project scheduling with airport tenants.

Attachment F

PROFESSIONAL SERVICES CONTRACTS

ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333 / 2 CFR § 200.336 / FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

49 USC § 47123

SPONSOR CONTRACTS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

SPONSOR LEASE AGREEMENTS AND TRANSFER AGREEMENTS

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

**CIVIL RIGHTS - TITLE VI SOLICITATION NOTICE:
49 USC § 47123 / FAA ORDER 1400.11**

The Sponsor, 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 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.

**TITLE VI CONTRACTS- COMPLIANCE WITH NONDISCRIMINATION
REQUIREMENTS
49 USC § 47123 / FAA ORDER 1400.11**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI - LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

49 USC § 47123 / FAA ORDER 1400.11

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

DISADVANTAGED BUSINESS ENTERPRISES 49 CFR PART 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from Michigan Department of Transportation or

the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Michigan Department of Transportation or the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

ENERGY CONSERVATION REQUIREMENTS 2 CFR § 200, APPENDIX II(H)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 29 U.S.C. § 201, ET SEQ

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 20 CFR PART 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS
2 CFR 200, APPENDIX II(F) / 37 CFR 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

TRADE RESTRICTION CERTIFICATION
49 USC 50104 / 49 CFR PART 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE 49 USC 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

SEISMIC SAFETY 49 CFR PART 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the

Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**TEXTING WHEN DRIVING
EXECUTIVE ORDER 13513 / DOT ORDER 3902.10**

For contracts exceeding \$3,500.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY
41 CFR PART 60-4 / EXECUTIVE ORDER 11246**

For all contracts containing construction work in excess of \$10,000:

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for female participation in each trade:

6.9%

Goals for minority participation for each trade:
(Vol. 45 Federal Register pg. 65984 10/3/80)

Geographical Area (By Counties) Goals (Percent)

Lapeer, Livingston, Macomb, Oakland, St. Clair, Wayne	17.7
Sanilac	16.7
Saginaw	14.3
Genesee, Shiawassee	12.6
Muskegon, Oceana	9.7
Monroe	8.8
Washtenaw	8.5
Lenawee	7.3
Barry, Calhoun	7.2
Berrien, Cass, St. Joseph	6.2
Kalamazoo, VanBuren	5.9
Clinton, Eaton, Ingham, Ionia	5.5
Branch, Hillsdale	5.5
Alcona, Alpena, Arenac, Cheboygan, Chippewa, Clare, Crawford, Gladwin, Gratiot, Huron, Iosco, Isabella, Luce, Mackinac, Midland, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon, Tuscola	5.2
Kent, Ottawa	5.2
Jackson	5.1
Allegan, Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Newaygo, Osceola, Wexford	4.9
Bay	2.2
Gogebic, Ontonagon	1.2
Alger, Baraga, Delta, Dickinson, Houghton, Iron, Keweenaw, Marquette, Menominee, Schoolcraft	1.0

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs

construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the Owner/SPONSOR as identified on page one of this contract.

EQUAL OPPORTUNITY CONTRACT CLAUSE
2 CFR 200, APPENDIX II(C) / 41 CFR § 60-1.4 / 41 CFR § 60-4.3 / EXECUTIVE ORDER
11246

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
2 CFR 200, APPENDIX II(C) / 41 CFR § 60-1.4 / 41 CFR § 60-4.3 / EXECUTIVE ORDER
11246**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a

recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

- c. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor

shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PROHIBITION of SEGREGATED FACILITIES
41 CFR 60

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PROCUREMENT OF RECOVERED MATERIALS
2 CFR 200.322 / 40 CFR PART 247

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at
www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

TERMINATION OF CONTRACT
2 CFR 200 APPENDIX II(B) / FAA ADVISORY CIRCULAR 150/5370-10, SECTION 80-
09

For all contracts and subcontracts in excess of \$10,000:

FOR CONVENIENCE

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b. Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT
2 CFR PART 180 (SUBPART C) / 2 CFR PART 1200 / DOT ORDER 4200.5**

For contracts of \$25,000 or greater:

BIDDER OR OFFEROR CERTIFICATION

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
2 CFR § 200, APPENDIX II(E)**

For contracts exceeding \$100,000 and employs laborers, mechanics, watchmen and guards. This includes members of survey crews and exploratory drilling operations.

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set

forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 31 U.S.C. § 1352 – BYRD ANTI-LOBBYING AMENDMENT / 2 CFR PART 200, APPENDIX II(J) / 49 CFR PART 20, APPENDIX A

For contracts exceeding \$100,000.

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

BREACH OF CONTRACT TERMS 2 CFR § 200 Appendix II(A)

For all contracts in excess of \$150,000:

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL 2 CFR § 200, APPENDIX II(G)

Contractors and subcontractors agree for all contracts in excess of \$150,000:

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime CONSULTANT in meeting contractual obligations to DBEs.

PRIME CONSULTANT:			<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.		CONTRACT NO.		
BILLING PERIOD:				Check if Final Payment <input type="checkbox"/>		JOB NO.		
CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime CONSULTANT, I state that, to the best of my knowledge, this information is true and accurate.

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE)	TITLE	DATE
--	-------	------

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE)	DATE
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SPECIAL NOTE: "Prime CONSULTANT or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subCONSULTANTS. Complete and submit to the Contract Administrator with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subCONSULTANT during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime CONSULTANT and the subCONSULTANT.

For "Cumulative Dollar Value of Services Completed" report the total amount the subCONSULTANT has earned since beginning this project.

For "Deductions," report deductions made by the prime CONSULTANT to the subCONSULTANT's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subCONSULTANT according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subCONSULTANT for services completed.

For "Actual Amount Paid During this Reporting Period" report actual payments made to the subcontractor for services during this reporting period.

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

Complete "Comments" if necessary, sign, date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? call Toll-free, 1-866-DBE-1264

CHECK REGISTER FOR CITY OF MT PLEASANT

CHECK DATE FROM 7/29/2022-08/11/2022

Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
08/02/2022	WRIGHT EXPRESS FINANCIAL SERVICES	N/A	\$85,847.79
08/09/2022	CITY TREASURER - UTILITIES	UTILITIES	12,038.61
08/11/2022	1040 EAST BROOMFIELD LLC	BROWNFIELD SUMMER TAX	13,000.00
08/11/2022	21ST CENTURY MEDIA - MICHIGAN	CONTRACT SVCS	1,328.18
08/11/2022	AIRGAS USA, LLC	CONTRACT SVCS	49.57
08/11/2022	AVFUEL CORPORATION	MONTHLY RENTAL	20.00
08/11/2022	MEGAN BAIR	CONTRACT SVCS	600.00
08/11/2022	BILL'S CUSTOM FAB, INC	CONTRACT SVCS	393.35
08/11/2022	BLACK DIAMOND BROADCAST	CONTRACT SVCS	250.00
08/11/2022	BLOCK ELECTRIC COMPANY	CONTRACT SVCS	75.00
08/11/2022	BOUND TREE MEDICAL, LLC	SUPPLIES	93.34
08/11/2022	GARY BRANDT	FARMERS MKT	873.05
08/11/2022	TRACY BROWN	REFUND	75.00
08/11/2022	TYLER BROWN	REIMBURSEMENT	7.56
08/11/2022	BUSINESS CONNECTIONS, INC.	CONTRACT SVCS	121.25
08/11/2022	TINA CAPUSON	FARMERS MKT	92.15
08/11/2022	CARMEUSE AMERICAS	CHEMICALS	6,967.25
08/11/2022	CAR WASH PARTNERS, INC.	SUPPLIES/VEHICLE MAINT	282.00
08/11/2022	CDW GOVERNMENT, INC	SUPPLIES	725.50
08/11/2022	CENTRAL ASPHALT, INC	SUPPLIES	721.78
08/11/2022	CENTRAL CONCRETE INC	SUPPLIES	1,088.06
08/11/2022	BRIAN CRESS	REIMBURSEMENT	20.00
08/11/2022	CINTAS CORP	SUPPLIES/CONTRACT SVCS	112.80
08/11/2022	CITY TREASURER-CONTR RETAINAGE	CONTRACT SVCS	23,191.28
08/11/2022	CITY TREASURER-CONTR RETAINAGE	CONTRACT SVCS	3,226.40
08/11/2022	CLARK HILL P.L.C.	CONTRACT SVCS	966.50
08/11/2022	CMP DISTRIBUTORS, INC.	SUPPLIES	2,153.00
08/11/2022	CENTRAL MICH UNIV - MAILROOM	POSTAGE/HANDLING	1,008.03
08/11/2022	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	183.00
08/11/2022	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	183.00
08/11/2022	CENTRAL MICHIGAN UNIVERSITY	CONTRACT SVCS	735.00
08/11/2022	CONSUMERS ENERGY	UTILITIES	18,001.60
08/11/2022	COYNE OIL CORPORATION	FUEL	8,463.36
08/11/2022	CASEY CROAD	FARMERS MKT	4.60
08/11/2022	CUMMINS SALES AND SERVICE	CONTRACT SVCS	1,953.21
08/11/2022	ANDREW CURTISS	FARMERS MKT	244.35
08/11/2022	LARRY C. CURTIS	CONTRACT SVCS	40.00
08/11/2022	AARON DESENTZ	REIMBURSEMENT	204.50
08/11/2022	DINGES FIRE COMPANY	SUPPLIES	19.50
08/11/2022	MELINDA DUNKLE	SUPPLIES	925.00
08/11/2022	RENEE EARLE	FARMERS MKT	291.40
08/11/2022	EJ USA, INC	SUPPLIES	563.64
08/11/2022	ETNA SUPPLY	SUPPLIES	794.08
08/11/2022	FEDEWA, INC	CAPITAL ACQUISITIONS	2,263.92
08/11/2022	KAREN FENTON	FARMERS MKT	157.45
08/11/2022	FERGUSON ENTERPRISES INC #2000	SUPPLIES	59.85
08/11/2022	FERGUSON WATERWORKS #3386	METER REPLACEMENT	993.99

CHECK REGISTER FOR CITY OF MT PLEASANT

CHECK DATE FROM 7/29/2022-08/11/2022

Check Date	Vendor Name	Description	Amount
Bank COMM	COMMON CASH		
08/11/2022	FIDELITY SECURITY LIFE INSURANCE CO	OPTICAL INSURANCE	1,087.14
08/11/2022	FIRST CHURCH OF CHRIST	REIMBURSEMENT	1,634.05
08/11/2022	FISHER TRANSPORTATION CO, INC	SUPPLIES	4,095.72
08/11/2022	FLEX ADMINISTRATORS	FSA ADMINISTRATIVE FEE	252.00
08/11/2022	FRONT LINE SERVICES, INC	CONTRACT SVCS	1,371.14
08/11/2022	GREEN SCENE LANDSCAPING, INC.	CONTRACT SVCS	121.68
08/11/2022	DAVID GROTHAUSE	FARMERS MKT	146.00
08/11/2022	HACH COMPANY	SUPPLIES	160.58
08/11/2022	HAMILTON ELECTRIC CO	CONTRACT SVCS	450.00
08/11/2022	HCC LIFE INS. CO	ADMIN - STOP LOSS	19,716.84
08/11/2022	JESSICA HOFFMAN	REFUND	10.40
08/11/2022	ICTC	CONTRACT SVCS	204.50
08/11/2022	ISABELLA BANK	2016 GOLT REFUNDING BOND	370,578.25
08/11/2022	ISABELLA COUNTY	RECYCLING REV/EXP	48,425.50
08/11/2022	ISABELLA COUNTY SPORTSMAN CLUB	CONTRACT SVCS	10,000.00
08/11/2022	JOHNSON DOOR & CENTRAL VAC INC.	CONTRACT SVCS	204.00
08/11/2022	JOHN JOHNSON	FARMERS MKT	73.60
08/11/2022	BRUCE JORCK	FARMERS MKT	894.60
08/11/2022	BILL KEHOE	FARMERS MKT	47.35
08/11/2022	KENNEDY INDUSTRIES, INC	SUPPLIES	7,009.58
08/11/2022	KRAPOHL FORD LINCOLN MERC	SUPPLIES/VEHICLE MAINT	4,701.49
08/11/2022	KRAPOHL FORD LINCOLN MERC	CAPITAL ACQUISITIONS	31,231.00
08/11/2022	MARTHA MACHARIA	FARMERS MKT	18.40
08/11/2022	MALLEY CONSTRUCTION, INC	CONTRACT SVCS	29,037.60
08/11/2022	JENNIFER MAYER	FARMERS MKT	9.50
08/11/2022	MCGUIRK MINI STORAGE	BROWNFIELD SUMMER TAX	5,300.00
08/11/2022	MCGUIRK SAND & GRAVEL INC	CONTRACT SVCS	442,894.33
08/11/2022	MCLAREN CORPORATE SERVICES	CONTRACT SVCS	176.00
08/11/2022	MEDLER ELECTRIC COMPANY	SUPPLIES	72.53
08/11/2022	410 BROADWAY, LLC	SUBSIDY GRANT	300.00
08/11/2022	MICHIGAN DOWNTOWN ASSOCIATION	DUES	250.00
08/11/2022	MICHIGAN CHLORIDE SALES LLC	CONTRACT SVCS	1,774.77
08/11/2022	MID-MICHIGAN INDUSTRIES	FARMERS MKT	36.80
08/11/2022	MID MICHIGAN PLUMBING	REFUND	25.00
08/11/2022	MICHIGAN PIPE & VALVE	SUPPLIES	3,488.00
08/11/2022	CAROL MOODY	REIMBURSEMENT	172.08
08/11/2022	MOTOROLA SOLUTIONS, INC.	CAPITAL ACQUISITIONS	102,958.72
08/11/2022	NCL OF WISCONSIN	CHEMICALS	475.00
08/11/2022	NYE UNIFORM COMPANY	UNIFORMS	2,875.06
08/11/2022	COREY DION WALTHER	FARMERS MKT	93.35
08/11/2022	OFFICE DEPOT	SUPPLIES	772.76
08/11/2022	ON DUTY GEAR, LLC	UNIFORMS	1,111.98
08/11/2022	ORKIN	CONTRACT SVCS	107.00
08/11/2022	OTIS ELEVATOR COMPANY	CONTRACT SVCS	474.51
08/11/2022	OWENS SOFT WATER, INC	CONTRACT SVCS	199.00
08/11/2022	PAPAS PUMPKIN PATCH	FARMERS MKT	996.85
8/11/2022	PARTY'S PLUS	EQUIPMENT RENTAL	858.60

CHECK REGISTER FOR CITY OF MT PLEASANT

CHECK DATE FROM 7/29/2022-08/11/2022

Check Date	Vendor Name	Description	Amount
Bank COMM COMMON CASH			
08/11/2022	PETTY CASH - COMMUNITY SERV	REIMBURSEMENTS	194.44
08/11/2022	PETTY CASH - ANGIE MCCANN	REIMBURSEMENTS	187.70
08/11/2022	PETTY CASH - TIM STANDEN	REIMBURSEMENTS	281.37
08/11/2022	PERCEPTIVE CONTROLS, INC.	CONTRACT SVCS	3,248.75
8/11/2022	PHOENIX SAFETY OUTFITTERS	UNIFORMS	2,559.64
8/11/2022	LOGAN PINES	FARMERS MKT	9.20
8/11/2022	PIVOT POINT PARTNERS LLC	CONTRACT SVCS	1,789.00
8/11/2022	PRO COMM, INC	CAPITAL ACQ./SUPPLIES/VEHICLE	3,318.00
8/11/2022	PRO SURFACES	CONTRACT SVCS	6,810.00
8/11/2022	PURITY CYLINDER GASES INC	CHEMICALS	5,775.32
8/11/2022	PVS TECHNOLOGIES, INC	CHEMICALS	6,425.58
8/11/2022	ROGER FUSSMAN CONCRETE	REFUND	150.00
8/11/2022	RENT-RITE OF MT PLEASANT	EQUIPMENT RENTAL	273.72
8/11/2022	ROMANOW BUILDING SERVICES	SUPPLIES/CONTRACT SVCS	8,014.43
8/11/2022	TYLOR SHORT	FARMERS MKT	42.00
8/11/2022	SIMPLY ENGRAVING	SUPPLIES	510.37
8/11/2022	JUDY SMITH	SUBSIDY GRANT	200.00
8/11/2022	DAN SODINI	FARMERS MKT	34.20
8/11/2022	SOUTHPOINT VILLAGE LLC	BROWNFIELD SUMMER TAX	12,600.00
8/11/2022	SPARTAN DISTRIBUTORS	CONTRACT SVCS	1,635.55
8/11/2022	MICHELLE SPONSELLER	SUPPLIES	530.40
8/11/2022	SUMMIT FIRE PROTECTION	CONTRACT SVCS	660.00
8/11/2022	STEVIE SWAREY	FARMERS MKT	77.20
8/11/2022	TERMINIX PROCESSING CENTER	CONTRACT SVCS	145.00
8/11/2022	THIELEN TURF IRRIGATION, INC	CONTRACT SVCS	13,073.43
8/11/2022	TLD PROPERTIES	BROWNFIELD SUMMER TAX	7,900.00
8/11/2022	UNIFIRST CORPORATION	CONTRACT SVCS	394.44
8/11/2022	UNIVAR SOLUTIONS	CHEMICALS	339.00
8/11/2022	CHARTER TOWNSHIP OF UNION	UTILITIES	375.26
8/11/2022	USABUEBOOK	CHEMICALS	714.76
8/11/2022	VALET AUTO CARE, INC	SUPPLIES/VEHICLE MAINT	2,340.00
8/11/2022	JAKE WALRAVEN	FARMERS MKT	1,195.20
8/11/2022	DAVID WHITEHEAD	FARMERS MKT	39.45
8/11/2022	WIELAND TRUCKS	CONTRACT SVCS	222.60
8/11/2022	ERNEST WOLF	FARMERS MKT	33.10
8/11/2022	WOMEN'S AID SERVICES	CONTRACT SVCS	12,960.00
8/11/2022	LOUISE WYMER	FARMERS MKT	395.45
8/11/2022	YEO & YEO CONSULTING, LLC	CONTRACT SVCS	900.00

COMM TOTALS:

Total of 132 Checks: \$1,384,656.72

Less 0 Void Checks: 0.00

Total of 132 Disbursements: \$1,384,656.72

Wright Express8/2/2022

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
ADOBE SYSTEMS, INC	CONTRACT SVCS	\$74.18	2
ADOBE SYSTEMS, INC	SUPPLIES	77.16	2
ADVANCE AUTO PARTS	SUPPLIES	295.10	7
AGILE SAFETY LLC	SUPPLIES	155.82	1
AIRGAS GREAT LAKES	SUPPLIES	14.52	1
ALWOOD LANDSCAPING NURSERY	SUPPLIES	239.97	1
AMAZON.COM	SUPPLIES/VEHICLE MAINT	3868.75	38
AMERICAN PLANNING ASSOCIATION	CONTRACT SVCS	395.00	1
AMERICAN WATER WORKS ASSN/	CONTRACT SVCS	399.00	1
AUTO VALUE/BUMPER TO BUMPER	SUPPLIES	34.38	2
AUTOZONE, INC.	SUPPLIES/VEHICLE MAINT	55.17	2
BATTERIES PLUS - MP	SUPPLIES	35.60	2
BILL'S CUSTOM FAB, INC	SUPPLIES	89.48	1
BLAZE PIZZA	SUPPLIES	37.66	1
BP	FUEL	68.72	1
CAMPUS INK PRINTING	SUPPLIES	231.00	1
CARNIVAL SOURCE	SUPPLIES	404.87	1
CELEBRATION CINEMA	CONTRACT SVCS	954.00	3
CHARTER COMMUNICATIONS	CONTRACT SVCS	318.20	2
CHIEF ARCHITECT	SUPPLIES	409.95	2
CHRIS BECK BECK'S BEES	SUPPLIES	120.00	1
CINTAS FIRST AID & SAFETY	SUPPLIES	424.29	1
CMSINTER.NET LLC	COMMUNICATIONS	95.00	1
COASTALFLIX	CONTRACT SVCS	3900.00	1
COYNE OIL CORPORATION	SUPPLIES	12.80	1
CRICUT.COM	SUPPLIES	10.59	1
CRYSTAL MOUNTAIN LODGING	TRAINING	167.55	1
DEWITT LUMBER	SUPPLIES	366.93	2
DHARMA TRADING, CO.	SUPPLIES	799.91	1
DISTRIBUTION NOW	SUPPLIES	99.66	1
DOLLAR GENERAL	SUPPLIES	3.20	1
DOLLARTREE	SUPPLIES	29.75	2
DOMINO'S PIZZA LLC	SUPPLIES	70.00	1
DORNBOS SIGN & SAFETY, INC.	SUPPLIES	153.86	2
DOUG'S SMALL ENGINE REPAIR	SUPPLIES	777.86	7
DREAMSTIME.COM	SUPPLIES	39.00	1
DTE ENERGY	UTILITIES	2061.01	2
EASY PRO POND PRODUCTS	SUPPLIES	122.82	1
ETNA SUPPLY	SUPPLIES	565.48	3
EVENTBRITE	TRAINING	-109.34	2
FAIRFIELD INN-CREDIT CARD	TRAINING	92.65	2
FASTENAL COMPANY	SUPPLIES	244.01	2
FLEETPRIDE	SUPPLIES	8.19	1
FMCSA	CONTRACT SVCS	25.00	1

Wright Express8/2/2022

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
FOOD AND HEALTH COMMUNICATIONS, INC	SUPPLIES	231.00	2
FRAUDULENT CHARGES	SUPPLIES	-222.78	2
FRONTIER COMMUNICATONS	COMMUNICATIONS	65.98	1
GILL-ROY'S HARDWARE	SUPPLIES	632.37	22
GLOBAL PUMP	CONTRACT SVCS	342.00	1
GORDON FOOD SERVICE	SUPPLIES	221.39	6
GOTOMYPC.COM	CONTRACT SVCS	132.00	3
GRAINGER	SUPPLIES	153.89	1
GRAND TRAVERSE RESORT	TRAINING	1275.00	4
GREEN SCENE LANDSCAPING, INC.	SUPPLIES	367.20	3
GT RUBBER SUPPLY	SUPPLIES	1106.32	2
HILTON HOTELS	TRAINING	834.00	2
HOME DEPOT	CONTRACT SVCS	18748.40	1
HOME DEPOT	EQUIPMENT RENTAL	349.50	1
HOME DEPOT	SUPPLIES	3063.11	35
HUTSON, INC	SUPPLIES	2254.36	3
IDENTOGO	CONTRACT SVCS	64.25	1
IHCCW, INC	SUPPLIES	102.50	1
INTERNATIONAL INST MUNI CLERKS	DUES	215.00	1
JAY'S SPORTING GOODS	SUPPLIES	459.97	1
JET'S PIZZA MT PLEASANT	SUPPLIES	400.90	2
JNR ENGRAVING	SUPPLIES	30.00	1
JO-ANN FABRICS & CRAFTS	SUPPLIES	592.69	7
JOHN E. REID & ASSOCIATES, INC.	TRAINING	1110.00	1
JX TRUCK CENTER - MT PLEASANT	CONTRACT SVCS	586.71	1
KFC	SUPPLIES	15.87	1
KRAPOHL FORD LINCOLN MERC	SUPPLIES	408.40	1
LOGOS GALORE/MORDICA SALES	SUPPLIES	1744.50	1
MCMASTER-CARR SUPPLY CO.	SUPPLIES	1849.34	5
MEDLER ELECTRIC COMPANY	SUPPLIES	547.31	1
MEIJER INC	SUPPLIES	475.21	19
MENARDS - MT. PLEASANT	SUPPLIES	1542.02	13
MGFOA	TRAINING	305.00	1
MGIA	TRAINING	120.00	3
MICHIGAN ASSESSORS ASSOCIATION	TRAINING	153.75	1
MICHIGAN ASSOC AIRPORT EXECUTIVES	TRAINING	375.00	1
MICHIGAN MUNICIPAL LEAGUE	TRAINING	150.00	1
MICHIGAN RURAL WATER ASSN	DUES	155.00	1
MISSION POINT RESORT	TRAINING	290.41	1
MLIVE	CONTRACT SVCS	445.00	1
MMTA	TRAINING	359.00	1
MRWA	CONTRACT SVCS	99.00	1
MT PLEASANT AUTOMOTIVE SUPPLY	SUPPLIES	77.14	3
MT PLEASANT DISCOVERY MUSEUM	CONTRACT SVCS	865.00	2

Wright Express8/2/2022

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
MT PLEASANT FARMERS MARKET	SUPPLIES	200.00	2
MTOA	TRAINING	200.00	2
MUNICIPAL EMPLOYEE RETIRE SYSTEMS	TRAINING	205.00	1
MWEA	TRAINING	475.00	2
NAPA AUTO PARTS	SUPPLIES	581.13	11
NICKI SCHLICHT-POUND FITNESS	CONTRACT SVCS	345.62	1
OFFICE DEPOT	SUPPLIES	210.25	3
OLSON TIRE SERVICE	CONTRACT SVCS	3498.82	6
PAPAS PUMPKIN PATCH	CONTRACT SVCS	985.62	1
PARTY'S PLUS	EQUIPMENT RENTAL	37.80	1
PICKARD STREET CITGO	SUPPLIES	54.89	2
PIXIE RESTUARANT #100	SUPPLIES	77.78	1
PURITY CYLINDER GASES	SUPPLIES	55.41	1
RENT-RITE OF MT PLEASANT	SUPPLIES	12.26	3
REPUBLIC SERVICES #239	CONTRACT SVCS	810.77	3
RIC'S FOOD CENTER	SUPPLIES	50.60	3
S & S WORLDWIDE, INC.	SUPPLIES	379.39	2
SAM'S CLUB #4982	SUPPLIES	756.46	3
SCHOOLCRAFT COLLEGE	CONTRACT SVCS	195.00	1
SCIENTIFIC BRAKE & EQUIPMENT CO	SUPPLIES	404.40	2
SHERWIN WILLIAMS	SUPPLIES	113.40	1
SINGLESOURCE	SUPPLIES	64.56	1
STAPLES - MP	CONTRACT SVCS	7.59	1
STAPLES - MP	SUPPLIES	813.59	13
STAR OF THE WEST MILLING CO.	SUPPLIES	2442.85	1
STATE OF MI DEPT OF LIC AND REG AFFAIRS	TRAINING	25.00	1
STATE OF MICHIGAN ICHAT LOOK UP	CONTRACT SVCS	20.00	2
STAYBRIDGE SUITES	TRAINING	277.98	1
SUNOCO - CREDIT CARD	FUEL	66.26	1
SURVEYMONKEY.COM	CONTRACT SVCS	372.00	1
TARGET	SUPPLIES	227.06	7
THE CONTAINER STORE	SUPPLIES	520.66	2
THE GOLF CENTER	CONTRACT SVCS	800.00	1
THE MORNING SUN	SUBSCRIPTION	562.00	1
THE UPS STORE	CONTRACT SVCS	16.05	1
THE UPS STORE	SUPPLIES	63.96	1
THE WALL STREET JOURNAL	SUBSCRIPTION	38.99	1
TLO ONLINE	CONTRACT SVCS	75.00	1
TOP DOG CAR AUDIO CENTER	SUPPLIES	136.00	2
TOWN CENTER INC	CONTRACT SVCS	470.49	1
TRACTOR SUPPLY - MP	SUPPLIES	110.74	3
TROPHY DETROIT	SUPPLIES	120.09	1
U S POSTMASTER	CONTRACT SVCS	124.04	4
U S POSTMASTER	SUPPLIES	5.44	1

Wright Express8/2/2022

<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u># of Invoices</u>
USPS.COM	CONTRACT SVCS	22.14	2
VERIZON WIRELESS	COMMUNICATIONS	4135.63	43
VERIZON WIRELESS	CONTRACT SVCS	25.46	1
VOLGISTICS, INC	CONTRACT SVCS	98.00	1
WALGREENS	SUPPLIES	33.96	1
WAL-MART	SUPPLIES	905.44	12
WATER ENVIRONMENT FEDERATION	TRAINING	325.00	1
WINN TELECOM	COMMUNICATIONS	1425.15	6
WINN TELECOM	CONTRACT SVCS	300.00	1
WUFOO - CC	CONTRACT SVCS	19.00	1
ZOOM, INC.	CONTRACT SVCS	57.71	4
ZOOM, INC.	SUPPLIES	158.89	1
	TOTALS	\$85,847.79	449

Memorandum

Mt. Pleasant
[meet here]

TO: Aaron Desentz
City Manager

FROM: William R. Mrdeza
Director of Community Services and Economic Development

DATE: August 10, 2022

SUBJECT: Text Change 22-06

W.R.M.

As explained in the attached staff memorandum, the proposed ordinance would modify the location requirements for Registered Student Organization (RSO) dwellings to match the less stringent requirements that currently apply for rooming dwellings. It would also codify existing practice by acknowledging that a RSO dwelling reverts to a Rooming dwelling in the event that the RSO associated with the dwelling is no longer recognized by the University, as happens from time to time.

The Planning Commission held a public hearing on the proposed ordinance on July 7, 2022. There were no public comments on the subject. Following the public hearing, the Planning Commission recommended that the City Commission adopt Text Change 22-06.

REQUESTED ACTION:

The City Commission hold a public hearing at their August 22, 2022 meeting and approve Text Change 22-06.

Attachments:

1. Draft ordinance
2. Staff memorandum from July 7, 2022

**CITY COMMISSION
CITY OF MOUNT PLEASANT**

Isabella County, Michigan

Commissioner _____, supported by Commissioner _____, moved adoption of the following ordinance:

ORDINANCE NO. ____

**AN ORDINANCE TO AMEND SECTION 154.410.B.4 OF THE MOUNT PLEASANT
ZONING ORDINANCES REGARDING REGISTERED STUDENT ORGANIZATION
DWELLINGS.**

It is Hereby Ordained by the People of the City of Mount Pleasant:

Section 1. Amendment. Subsection 154.410.B.4.t.ii of the Mount Pleasant Zoning Ordinances is amended to read as follows:

The Lot shall not have a common Side Lot Line with a Lot in CD-3L or CD-3.

Section 2. Addition. Subsection 154.410.B.4.t.vi of the Mount Pleasant Zoning Ordinances is added to read as follows:

In the event that the student organization occupying the dwelling is no longer registered or recognized by the Central Michigan University Office of Student Life, the dwelling shall be treated as a Rooming Dwelling for the purposes of this Chapter.

Section 3. Publication and Effective Date. The City Clerk shall cause to be published a notice of adoption of this ordinance within 10 days of the date of its adoption. This ordinance shall take effect 30 days after its adoption.

YEAS: Commissioner(s) _____
NAYS: Commissioner(s) _____
ABSTAIN: Commissioner(s) _____
ABSENT: Commissioner(s) _____

CERTIFICATION

As the City Clerk of the City of Mount Pleasant, Isabella County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the Mount Pleasant City Commission at a regular meeting held on _____, 2022.

Amy Perschbacher, Mayor

Heather Bouck, City Clerk

PC Hearing: _____, 2022
Introduced: _____, 2022
Adopted: _____, 2022
Published: _____, 2022
Effective: _____, 2022

Memorandum



TO: Planning Commission

FROM: William R. Mrdeza
Director of Community Services and Economic Development

DATE: July 7, 2022

SUBJECT: Text Change 22-06 – Registered student organization dwellings

At your May 5, 2021 work session, the Planning Commission discussed and provided general direction on a potential text amendment related to registered student organization dwellings.

Registered student organization (RSO) dwellings and Rooming dwellings are uses regulated by special use permit and special requirement in the CD-4 and CD-5 zoning districts. The special requirement for these uses generally follows the map of the old M-2 zoning district, while also including areas along S. Mission Street.

Currently, Section 154.410.B.4 (Special Uses) provides that RSO dwellings cannot be Adjacent to, have a common Lot Line with, or be located across a local street or Alley from a lot in CD-3L or CD-3. This is a stricter location standard than applies to Rooming dwellings, which cannot have a common side lot line with a lot in the residential CD-3L or CD-3 districts.

The proposed text change will make fifteen properties eligible for RSO dwellings which are all located on the east side of S. Main Street between E. High Street and E. Bellows Street. These properties are located across an alley from properties in the CD-3 zoning district and are thus currently ineligible for a RSO special use permit.

The proposed text amendment would also codify existing practice by acknowledging that a RSO dwelling reverts to a Rooming dwelling in the event that the RSO associated with the dwelling is no longer recognized by the University, as happens from time to time.

Requested Action:

Recommend that the City Commission adopt Text Change 22-06.

Attachment

1. Draft ordinance

Memorandum

Mt. Pleasant
[meet here]

TO: Aaron Desentz
City Manager

FROM: William R. Mrdeza
Director of Community Services and Economic Development

W.R.M.

DATE: August 10, 2022

SUBJECT: Text Change 22-07

As explained in the attached staff memorandum, the proposed ordinance would modify the list of Group "B" Special Regulated Uses by removing the following uses from that list:

- Palm readers, psychic readers, horoscope analysis or other professions purporting to predict the future
- Pool or billiard halls

The Planning Commission held a public hearing on the proposed ordinance on July 7, 2022. There were no public comments on the subject. Following the public hearing, the Planning Commission recommended that the City Commission adopt Text Change 22-07.

REQUESTED ACTION:

The City Commission hold a public hearing at their August 22, 2022 meeting and approve Text Change 22-07.

Attachments:

1. Draft ordinance
2. Staff memorandum from July 7, 2022

**CITY COMMISSION
CITY OF MOUNT PLEASANT**

Isabella County, Michigan

Commissioner _____, supported by Commissioner _____, moved adoption of the following ordinance:

ORDINANCE NO. ____

**AN ORDINANCE TO AMEND TO SECTION 154.410.C.2.B AND TABLE 154.410.A OF
THE ZONING ORDINANCE REGARDING GROUP "B" SPECIAL REGULATED USES.**

It is Hereby Ordained by the People of the City of Mount Pleasant:

Section 1. Deletion. Subsection 154.410.C.2.b.i of the Mount Pleasant Zoning Ordinances is deleted in its entirety.

Section 2. Deletion. Subsection 154.410.C.2.b.iv of the Mount Pleasant Zoning Ordinances is deleted in its entirety.

Section 3. Renumbering. The subsection currently labeled 154.410.C.2.b.ii regarding Liquor Stores in renumbered i as a result of the deletions above.

Section 4. Amendment to Table. The portions of Table 154.410.A pertaining to Special Regulated Uses shall be modified to delete "Palm readers, psychic readers, horoscope analysis or other professions purporting to predict the future" and "Pool or billiard halls." Accordingly, that portion of the table shall appear as follows:

District	CD-3L	CD-3	CD-4	CD-5	SD-H	SD-I	SD-RC	SD-A	CZ
SPECIAL REGULATED USES:									
Adult bookstore			SRU	SRU					
Establishments for the consumption of beer or intoxicating liquor on the premises and having adult entertainment			SRU	SRU					
Any other use which provides goods or services which are distinguished or characterized by their emphasis on matters depicting, describing or relating to Specified Sexual Activities or Specified Anatomical Areas, or which is distinguished or characterized by its emphasis on Specified Sexual Activities or Specified Anatomical Areas, as those terms are identified in this zoning ordinance.			SRU	SRU					
Pawnshops			SRU	SRU					
Liquor stores			SRU	SRU					

Section 5. Publication and Effective Date. The City Clerk shall cause to be published a notice of adoption of this ordinance within 10 days of the date of its adoption. This ordinance shall take effect 30 days after its adoption.

YEAS: Commissioner(s) _____

NAYS: Commissioner(s) _____

ABSTAIN: Commissioner(s) _____

ABSENT: Commissioner(s) _____

CERTIFICATION

As the City Clerk of the City of Mount Pleasant, Isabella County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the Mount Pleasant City Commission at a regular meeting held on _____, 2022.

Amy Perschbacher, Mayor

Heather Bouck, City Clerk

PC Hearing: _____, 2022
Introduced: _____, 2022
Adopted: _____, 2022
Published: _____, 2022
Effective: _____, 2022

Memorandum



TO: Planning Commission

FROM: William R. Mrdeza
Director of Community Services & Economic Development

DATE: July 7, 2022

SUBJECT: Text Change 22-07 – Special regulated uses

At your May 5, 2021 work session, the Planning Commission discussed and provided general direction on a potential text amendment related to special regulated uses.

Section 154.410.C.1 states, in part:

...there are some Uses which can have serious effects on other nearby property and uses, on people residing or working in the vicinity, on nearby infrastructure, or on public services, particularly when several of them are concentrated under certain circumstances thereby having a deleterious effect upon the Adjacent areas. Special regulation of these Uses is necessary to ensure that their adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood.

The proposed text change would modify the list of Group “B” Special Regulated Uses by removing the following uses from that list:

- Palm readers, psychic readers, horoscope analysis or other professions purporting to predict the future
- Pool or billiard halls

Requested Action:

Recommend that the City Commission adopt Text Change 22-07.

Attachment

1. Draft ordinance

Memorandum



TO: Aaron Desentz, City Manager

CC: William R. Mrdeza
Director of Community Services and Economic Development

FROM: Phil Biscorner
Director of Parks and Public Spaces

DATE: August 15, 2022

SUBJECT: Outdoor Ice Rink

The 2021/2022 season for the Island Park Ice Rink was successful but short. Despite the challenges of Mother Nature, we were still able to open the Ice Rink January 7th and only had 5 days that we had to close it completely. We had an additional 4 days where it was partially closed due to the ice conditions decreasing as the day went on. We stopped nightly maintenance on February 19th but tried to keep it open until the 27th. That week was less than ideal due to the increasing temperatures. Full-time staff recorded 26 hours of snow clearing, light control, inspections and maintenance. Seasonal staff recorded 110.5 hours strictly working on ice maintenance at night. The Ice Rink was open, or partially open for 47 days.

Ice rink and related supplies	\$5,198.75
Freight	415.00
Professional and Certified Installation	3,695.00
Warming House rehab for water service	1,910.00
Monthly meter fee @ \$24/month x 2 months	48.00
Labor	2,252.25
Water	53.00
Supplies	300.00
Total Cost	\$13,872.00

A survey was conducted following the season with 80 respondents and the results are as follows:

1. 34 did not use the ice rink. 26 used it 1-3 times. 11 used it 4-6 times. 4 used it 7-9 times. 5 used it more than 10 times.
2. 63 heard about the ice rink through the City social media channels
3. 55 stated they would use the rink again next year if available. 14 said maybe. 11 said they would not use it.
4. 67 did not utilize the rainout line to stay current with Ice Rink conditions.
5. 52 lived in the City of Mt. Pleasant. 13 in Union Township.
6. Comments:
 - a. Please bring back next year
 - b. Just bought skates
 - c. Didn't know about it
 - d. Can't play hockey on it
 - e. Wish it was bigger
 - f. Great option for the community
 - g. Increase the maintenance

Memorandum



- h. Wish there were concessions and a warming house
- i. Add taller boards for the kids learning to skate
- j. Need access to ice skates
- k. Great addition to Island Park

REQUESTED ACTION:

The City Commission approve moving forward with installation, and operation of an outdoor ice rink during the 2022-2023 winter season from the hours of 8am to 9pm (depending on ice conditions) at cost not to exceed \$7,000.