

AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission
FROM: Jeremy Howard, City Manager
DATE: August 15, 2024
RE: Engineering Services Agreement – PAPI Lights Project

For the Agenda of August 19, 2024

Background. As you recall and you can read in the memo (*att'd*) from Airport Manager Gabe Ambrozaitis, earlier this year the City Commission approved the RFQ of Mead & Hunt (*see att'd 4-15-24 packet excerpt*) for the project for replacement and installation of the Pilot Approach Path Indicator Lights (PAPI).

The project has been approved by MDOT and assigned job number 215914 and we now have the full contract and amount for the Professional Engineering Services in the amount of \$43,752.90. As you know, Mead & Hunt is the City's designated engineering firm for all major airport projects. We have received the Engineering Service Agreement (*copy att'd*) for construction and administrative oversight of the PAPI Lights project from Mead & Hunt for the referenced Engineering Services Agreement. The City Commission is asked to review, consider, and approve the proposed Agreement.

Issues & Questions Specified. Should the City Commission approve the proposed Engineering Services Agreement?

Alternatives.

1. Approve the Agreement.
2. Approve the Agreement with Modifications/amendments.
3. Do not approve the Agreement.
4. Defer decision regarding the matter to a subsequently scheduled meeting.

Financial Impact. The total cost of the engineering services is \$43,752.90; the City's pro-rated share of those costs is 5% (\$2,187.65) at the usual 90/5/5 split for Airport projects.

Recommendation. I recommend the City Commission approve the Engineering Services Agreement with Mead & Hunt by adoption of Resolution 2024-065.

Attachments.

1. Memo from Airport Manager.
2. Excerpt from 4-15-24 packet.
3. Mead & Hunt Engineering Service Agreement.
4. Resolution 2024-065.

Bid Narrative

Clare Municipal Airport – PAPI Contract

August 14, 2024

City Commission approved awarding the engineering services for the PAPI project in April. We have received the contract proposal from Mead & Hunt for this project.

A comparative analysis was completed to determine if the contract was reasonable in agreement with Federal Aviation Administration AC 150/5100-14. We have reviewed projects that are similar in scope of work and based on these comparisons, we have determined that the proposed hours and fee are considered fair and reasonable and comparable to other MDOT approved projects that had similar size and scope as ours.

I recommend approval of the contract with Mead & Hunt for the design engineering services for the PAPI project. The total cost is \$43,752.90 with a City match of \$2187.65

Thank you,

Gabe Ambrozaitis

Airport Manager

Clare Municipal Airport

AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission
FROM: Jeremy Howard, City Manager
DATE: April 11, 2024
RE: Airport Pilot Approach Path Indicator (PAPI) Lights –
Engineering and Construction Oversight Contract Approval

For the Agenda of April 15, 2024

Background. The city's current airport improvement project includes replacement and installation of the Pilot Approach Path Indicator Lights (PAPI). Recently MDOT Aeronautics determined that the city put out a new RFQ for the professional consulting and engineering of this portion of the project, thus, an RFQ was prepared and publicly noticed (*see att'd*). Mead & Hunt is the City's designated engineering firm for all major airport projects and they have submitted the lone RFQ for this project. The City Commission is asked to review, consider, and approve the proposed RFQ and approve the agreement with Mead & Hunt for the designated work.

Issues & Questions Specified. Should the City Commission approve the proposed Engineering Services Agreement?

Alternatives.

1. Approve the Agreement.
2. Approve the Agreement with Modifications/amendments.
3. Do not approve the Agreement and put the RFQ out for notice again.
4. Defer the decision regarding the matter to a subsequently scheduled meeting.

Financial Impact. There is no cost to approving the RFQ. However, there will be costs associated with the actual engineering, construction, and installation of the PAPI which will be brought before the Commission at a later date.

Recommendation. I recommend the City Commission approve the Engineering Services Agreement with Mead & Hunt by adoption of Resolution 2024-024.

Attachments.

1. Memo from Airport Manager.
2. Professional Engineering Services RFQ.
3. Mead & Hunt Engineering RFQ Statement of Qualifications.
4. Resolution 2024-024.

April 10, 2024

To: Clare City Commission

From: Gabe Ambrozaitis, Airport Manager

Subject: Request For Qualifications (RFQ) Narrative:

The current Professional Consulting Engineers are Mead & Hunt. The current Airport Improvement Plan has set the Pilot Approach Path Indicator Lights (PAPI) as the next item for design in 2024 and installation in 2025. MDOT Aeronautics deemed that the scope of the contract with Mead & Hunt did not include PAPI's. We made the case to MDOT that PAPI's were included in the original contract from 2021, but unfortunately, we were not successful and had to file a new RFQ to advertise for Professional Consulting Engineers to apply just for the PAPI project.

The new PAPI RFQ period has closed and only Mead & Hunt has applied for this project.

Next steps are to complete the Consultant Selection Process Record and for City Commission approval.

REQUEST FOR QUALIFICATIONS PROFESSIONAL ENGINEERING SERVICES

CLARE MUNICIPAL AIRPORT

Clare Municipal Airport (Sponsor) intends to select a consultant to assist in airport development projects. Interested consulting firms are requested to submit four copies of their Statement of Qualifications (SOQ) to Mr. Gabe Ambrozaitis, Clare Municipal Airport Manager, 202 W. 5th St., Clare, MI 48617 no later than Tuesday, April 9th, 2024 at 11AM. The SOQ should demonstrate the consultants' interest in providing airport planning, architectural/engineering design, and construction administration services focused on Clare Municipal Airport's Pilot Approach Path Indicator (PAPI) Design and Installation Plan. Services will include general consulting and advisement on airport development issues including assistance in the following projects:

Runway 4/22 4-Box PAPI – Design
Runway 4/22 4-Box PAPI - Construction
Runway 4/22 Approach Clearing – Design (if necessary)
Runway 4/22 Approach Clearing Construction (if necessary)

Services associated with the above project list, such as minor ALP Updates, programming, drainage improvements, environmental review, approach clearing, NAVAID/electrical, and/or planning/user survey studies may be performed in association with the listed projects as funding and constructability allow. From time-to-time projects develop because of airport inspections, letters of correction and/or emergency circumstances. The selected consultant may be asked to perform said additional work as part of this procurement action.

This is a Quality Based Selection process, and services for each project will be negotiated independently. SOQ submittals shall exclude fees or costs. Not all the services or development items listed in this advertisement may be contracted nor eventually required. The Sponsor reserves the right to initiate additional procurement action for any services included in this procurement, but not under contract.

Firms will be ranked in areas such as: familiarity and understanding of the airport needs; corporate history and background in aviation consulting; demonstrated experience with similar projects; key personnel professional qualifications; firms' ability to provide contact person with demonstrated aviation experience and overall project coordination; knowledge/familiarity with FAA and State regulations, policies, and procedures; and success of recent projects. Awards or special recognition achieved by the firm should be highlighted.

Firms should demonstrate their reputation with other airports, by providing at least 3 airport references within the State of Michigan. Additional information may be requested from the top selected firm or firms. Interviews may be conducted at the discretion of the Sponsor.

Projects are anticipated to be initiated between 2024-2026. Projects are expected to be completed over several years and funded in full or in part with funds and/or multiple grants from the Federal Aviation Administration, State of Michigan, and/or local sources. The selected firm will be subject to all state and federal requirements.

Questions can be directed to: Gabe Ambrozaitis at 989-329-4912 or gambrozaitis@cityofclare.gov



April 9, 2024

Mr. Gabe Ambrozaitis
Airport Manager
202 W. 5th St.
Clare, MI 48617

Subject: Statement of Qualifications for Professional Engineering Services at Clare Municipal Airport

Dear Mr. Ambrozaitis:

Clare Municipal Airport (48D) is an important general aviation airport for the communities and economy in central Michigan. Attracting operations due to the location and amenities, the Airport is truly an essential part of the "Gateway to the North." Upheld for its well-established level of service and friendliness within the State of Michigan, 48D has long benefited from strong leadership, which has led to strong community support and longstanding relationships.

To that end, Mead & Hunt is excited for the opportunity to extend our relationship while continuing to serve as a trusted advisor, aviation planner, environmental planner, and aviation engineer for 48D, specifically as it relates to the Airport's Runway 4/22 Precision Approach Path Indicator (PAPI) project. Having served as your consultant for the past 10 years, our project team of aviation professionals and technical staff have frequently and successfully connected with Airport and City leadership to complete projects throughout planning, design, and construction service phases. We look forward to working together and building on past successes for your upcoming PAPI project.

Today, more than any time in recent memory, airports across the country are facing unique and unprecedented challenges. The aviation industry is facing issues such as pilot shortages, escalating costs, uncertain funding, and polarized communities. As a full-service aviation consultant specializing in general aviation airports, Mead & Hunt understands the challenges facing the Clare Municipal Airport as you continue to move forward with projects to grow your airport to meet future demands amid the uncertainty. You can be confident that Mead & Hunt will continue to be invested in the success of the PAPI project, as well as other projects at the Clare Municipal Airport.

We fully understand your desire to replace the existing Runway 4 and 22 PAPIs, one of which is completely inoperable, with modern 4-box LED PAPIs to increase reliability while reducing operating costs. This project, as well as the potential obstruction removal project, are critical steps in maintaining your infrastructure while focusing on improving safety at the Airport and increasing operations. As you will see from our Statement of Qualifications, we have assisted numerous airports with similar projects and are well equipped to offer practical and cost-effective solutions for your project. In addition, we have strong working relationships with the Michigan Department of Transportation Office of Aeronautics (MDOT AERO) airport and environmental staff, allowing us to discuss and advocate for your projects on a regular basis. We also have significant experience working with the Federal Aviation Administration's (FAA's) Detroit Airports District Office (ADO) staff members who may be critical to your project development.

Based on his accomplished aviation engineering and project management experience, as well as his past experience at Clare Municipal Airport, we propose Jeff Thoman, PE, continue as your project manager and primary point of contact for the PAPI and clearing projects. In addition, Stephanie Ward, AICP, our aviation planning department manager, will also be active in your projects, particularly in analyzing approaches to determine the need for approach clearing. They will be supported by 20 aviation professionals in our Lansing, Michigan office and nearly 250 aviation professionals nationwide.

We are excited to continue our relationship with you to help the City of Clare meet its goals for this project and the Airport. You can be confident we will continue to provide the high level of personal service, technical skill, and attention that you have come to expect from Mead & Hunt. We encourage you to call some of our other clients—we know you will not be disappointed by what you hear.

Sincerely,
Mead & Hunt, Inc.



Jeff Thoman, PE
Project Manager



Stephanie Ward, AICP
Aviation Planning Department Manager

RESOLUTION 2024-024

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING AN RFQ OF MEAD & HUNT FOR PROFESSIONAL ENGINEERING SERVICES FOR AN AIRPORT PILOT APPROACH PATH INDICATOR (PAPI) LIGHT PROJECT AT THE CLARE MUNICIPAL AIRPORT.

WHEREAS, the City of Clare has listed the replacement and installation of new LED Pilot Approach Path Indicator (PAPI) Lights as the next improvement project at the Clare Municipal Airport; and

WHEREAS, the City of Clare published notice for an RFQ for Professional Engineering Services for said project; and

WHEREAS, Mead & Hunt have submitted the sole RFQ for Professional Engineering Services for said PAPI Project; and

WHEREAS, the Clare City Commission has reviewed, considered, and deliberated on the qualifications of said proposed Professional Engineering Services submitted by Mead & Hunt and determined the qualifications are acceptable.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Clare hereby approves the proposed Professional Engineering Services with Mead & Hunt for the Pilot Approach Path Indicator (PAPI) Lights Project at the Clare Municipal Airport.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

This Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 15th day of April, 2024.

Diane M. Lyon, City Clerk

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 Clare

202 West 5th Street

Clare, Michigan 28617

and the Engineer, hereinafter referred to as the CONSULTANT,

Mead & Hunt, Inc.

2605 Port Lansing Road

Lansing, MI 48906

for the following PROJECT:

Location: Clare Municipal Airport

Clare, Michigan

Description: Replace RWY 4-22 PAPI Design

MDOT Job No.: 215914

Mead & Hunt Project No.: 4232000-241038.01

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;

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 benchmarks 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 benchmarks 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 Two Hundred Forty (240) 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 Forty-Three Thousand Seven Hundred Fifty-Two and 90/100 Dollars (\$43,752.90). 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: _____ SPONSOR

Street Address

City, State & Zip Code

BY: _____
Authorized Representative of SPONSOR

NAME: _____

DATE: _____

.....
ACCEPTED BY THE CONSULTANT



Witness: Martha Frary

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

BY: 
Authorized Representative

NAME: Robert Leisenring

DATE: August 2, 2024

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: Clare Municipal Airport
 LOCATION: Clare, Michigan
 PROJECT DESCRIPTION: Install Runway 4-22 PAPIs
 CALENDAR DAYS IN CONTRACT: 240

PROJECT NUMBER: 4232200-241038.01
 DATE: 4/19/2024
 REV. NO: N/A

MEAD & HUNT PROJECT COST BY PHASE	DIRECT LABOR	OVERHEAD 1.8692	FIXED FEE 11%	TOTAL LABOR FEE	EXPENSES	TOTAL
PHASE I CONTRACT ADMINISTRATION						
1.0 Project Scoping	\$256.00	\$478.52	\$80.80	\$815.32		
2.0 Prepare Contract and Sub-Contracts	\$92.00	\$171.97	\$29.04	\$293.01		
3.0 Project Coordination	\$128.00	\$239.26	\$40.40	\$407.66		
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	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL PHASE I CONTRACT ADMINISTRATION	\$476.00	\$889.75	\$150.24	\$1,515.99	\$0.00	\$1,515.99
PHASE II PRELIMINARY DESIGN						
7.0 Topographic Surveying	\$1,196.00	\$2,235.56	\$377.47	\$3,809.03		
8.0 Obstruction Identification	\$2,336.00	\$4,366.45	\$737.27	\$7,439.72		
9.0 Prepare Project Geometries	\$0.00	\$0.00	\$0.00	\$0.00		
10.0 Prepare FAA Pavement Design Report and FAA Fe	\$0.00	\$0.00	\$0.00	\$0.00		
11.0 Prepare Preliminary Surface & Drainage Analysis	\$0.00	\$0.00	\$0.00	\$0.00		
12.0 Prepare Preliminary Cost Estimate	\$156.00	\$291.60	\$49.24	\$496.84		
13.0 Prepare Preliminary Design Report	\$184.00	\$343.93	\$58.07	\$586.00		
14.0 Prepare FAA Form 7460	\$128.00	\$239.26	\$40.40	\$407.66		
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	\$128.00	\$239.26	\$40.40	\$407.66		
18.0 Project Meetings	\$174.00	\$325.24	\$54.92	\$554.16		
TOTAL PHASE II PRELIMINARY DESIGN	\$4,302.00	\$8,041.30	\$1,357.77	\$13,701.07	\$111.32	\$13,812.39
PHASE III FINAL DESIGN						
19.0 Prepare Preliminary Plans	\$4,040.00	\$7,551.57	\$1,275.07	\$12,866.64		
20.0 Prepare Preliminary Specifications	\$376.00	\$702.82	\$118.67	\$1,197.49		
21.0 Prepare Final Surface Drainage Analysis and Final	\$0.00	\$0.00	\$0.00	\$0.00		
22.0 Prepare Lighting Layout and Circuit Calculations	\$188.00	\$351.41	\$59.34	\$598.75		
23.0 Update Airport Guidance Sign Plan	\$0.00	\$0.00	\$0.00	\$0.00		
24.0 Erosion Control Plan	\$92.00	\$171.97	\$29.04	\$293.01		
25.0 Compile and Edit Permits	\$64.00	\$119.63	\$20.20	\$203.83		
26.0 Prepare Certification of Engineering and Modification	\$28.00	\$52.34	\$8.84	\$89.18		
27.0 Prepare Cost Estimate at 60% Complete	\$156.00	\$291.60	\$49.24	\$496.84		
28.0 Conduct Plan Review at 60% Complete	\$174.00	\$325.24	\$54.92	\$554.16		
29.0 Update Plans to 90%	\$1,880.00	\$3,514.10	\$593.35	\$5,987.45		
30.0 Update Specifications to 90%	\$156.00	\$291.60	\$49.24	\$496.84		
31.0 Conduct Plan Review at 90% Complete	\$174.00	\$325.24	\$54.92	\$554.16		
32.0 Prepare and Submit Final Plans and Specifications	\$312.00	\$583.19	\$98.47	\$993.66		
33.0 Prepare and Submit Final Cost Estimate	\$156.00	\$291.60	\$49.24	\$496.84		
34.0 Prepare and Submit Final Engineers Design Report	\$138.00	\$257.95	\$43.55	\$439.50		
35.0 Prepare and Submit Construction Management Rep	\$0.00	\$0.00	\$0.00	\$0.00		
36.0 Prepare Advertisement for Bids	\$28.00	\$52.34	\$8.84	\$89.18		
37.0 Project Coordination	\$192.00	\$358.89	\$60.60	\$611.49		
38.0 Project Meetings	\$174.00	\$325.24	\$54.92	\$554.16		
TOTAL PHASE III FINAL DESIGN	\$8,328.00	\$15,566.73	\$2,628.45	\$26,523.18	\$0.00	\$26,523.18
PHASE IV BID ADMINISTRATION						
39.0 Furnish Bid Documents	\$92.00	\$171.97	\$29.04	\$293.01		
40.0 Respond to Bidders Questions	\$128.00	\$239.26	\$40.40	\$407.66		
41.0 Prepare and Distribute Addendums	\$64.00	\$119.63	\$20.20	\$203.83		
42.0 Pre-Bid Conference	\$87.00	\$162.62	\$27.46	\$277.08		
43.0 Bid Opening	\$46.00	\$85.98	\$14.52	\$146.50		
44.0 Bid Review and Bid Tabulation	\$120.00	\$224.30	\$37.87	\$382.17		
45.0 Prepare Recommendation for Award	\$60.00	\$112.15	\$18.94	\$191.09		
TOTAL PHASE IV BID ADMINISTRATION	\$597.00	\$1,115.91	\$188.43	\$1,901.34	\$0.00	\$1,901.34
TOTAL MEAD & HUNT FEES	\$13,703.00	\$25,613.69	\$4,324.89	\$43,641.58	\$111.32	\$43,752.90

DIRECT SUB CONSULTANTS	Fee
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL DIRECT SUB CONSULTANTS	\$0.00
TOTAL DESIGN ENGINEERING FEE	\$43,752.90

Item No.	Sr Project Engineer	Project Engineer	Senior Engineer	Engineer 2	Engineer Tech 4	Engineer Tech 2	Engineer Tech 1	Admin Asst	Project Planner	Total Hours	Cost Summary	
PHASE I - CONTRACT ADMINISTRATION												
1.0 Project Scoping												
1.1	0	2	0	0	0	0	0	0	0	2	\$128.00	
1.2	0	2	0	0	0	0	0	0	0	2	\$128.00	
	Estimated Total Man-hours	4	0	0	0	0	0	0	0	4		
	Summary Costs	\$0.00	\$256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$256.00	
2.0 Prepare Contract and Sub-Contracts												
	Estimated Total Man-hours	1	0	0	0	0	0	1	0	2	\$92.00	
	Summary Costs	\$0.00	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00		\$92.00	
3.0 Project Coordination												
	Estimated Total Man-hours	2	0	0	0	0	0	0	0	2	\$128.00	
	Summary Costs	\$0.00	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$128.00	
4.0 DBE Plan or Update												
	Estimated Total Man-hours	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	
5.0 Grant Application and Administration												
	Estimated Total Man-hours	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	
6.0 Project Closeout												
	Estimated Total Man-hours	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	
Expenses												
										Rate		
	Auto Rental	0	0	0	0	0	0	0	0	0 Days	\$90.00	\$0.00
	Mileage	0	0	0	0	0	0	0	0	0 Miles	\$0.655	\$0.00
	Lodging	0	0	0	0	0	0	0	0	0 Days	\$130.00	\$0.00
	Meals/Day	0	0	0	0	0	0	0	0	0 Days	\$50.00	\$0.00
	Meals/Trip	0	0	0	0	0	0	0	0	0 Trips	\$17.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
										Total Expenses	\$0.00	
PHASE I - CONTRACT ADMINISTRATION TOTAL											\$476.00	

Item No.	Sr Project Engineer	Project Engineer	Senior Engineer	Engineer 2	Engineer Tech 4	Engineer Tech 2	Engineer Tech 1	Admin Asst	Project Planner	Total Hours	Cost Summary	
	\$79.00	\$64.00	\$56.00	\$46.00	\$47.00	\$37.00	\$28.00	\$28.00	\$64.00			
PHASE II - PRELIMINARY DESIGN												
7.0 Topographic Surveying												
7.1	Coordination (collect existing data, locate utilities)	0	2	0	0	0	0	0	0	2	\$128.00	
7.2	Survey control	0	0	0	0	2	0	0	0	2	\$94.00	
7.3	Field work	0	0	0	0	10	0	0	0	10	\$470.00	
7.4	Convert survey data for design software	0	2	0	0	8	0	0	0	10	\$504.00	
	Estimated Total Man-hours	0	4	0	0	20	0	0	0	24		
	Summary Costs	\$0.00	\$256.00	\$0.00	\$0.00	\$940.00	\$0.00	\$0.00	\$0.00		\$1,196.00	
8.0 Obstruction Identification												
8.1	Coordination to schedule obstruction identification	0	2	0	0	0	0	0	2	4	\$256.00	
8.2	Establish project approach requirements	0	0	0	0	0	0	0	8	8	\$512.00	
8.3	Field work	0	1	0	0	0	0	0	0	1	\$64.00	
8.4	Analyze data	0	8	0	16	0	0	0	4	28	\$1,504.00	
	Estimated Total Man-hours	0	11	0	16	0	0	0	14	41		
	Summary Costs	\$0.00	\$704.00	\$0.00	\$736.00	\$0.00	\$0.00	\$0.00	\$896.00		\$2,336.00	
9.0 Prepare Project Geometrics												
	Estimated Total Man-hours	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	
10.0 Prepare FAA Pavement Design Report and FAA Form 5100												
	Estimated Total Man-hours	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	
11.0 Prepare Preliminary Surface & Drainage Analysis												
	Estimated Total Man-hours	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	
12.0 Prepare Preliminary Cost Estimate												
12.1	Calculate estimated preliminary quantities	0	0.5	0	1	0	0	0	0	1.5	\$78.00	
12.2	Prepare preliminary cost estimates	0	0.5	0	1	0	0	0	0	1.5	\$78.00	
	Estimated Total Man-hours	0	1	0	2	0	0	0	0	3		
	Summary Costs	\$0.00	\$64.00	\$0.00	\$92.00	\$0.00	\$0.00	\$0.00	\$0.00		\$156.00	
13.0 Prepare Preliminary Design Report												
	Estimated Total Man-hours	0	1	0	2	0	0	0	1	4	\$184.00	
	Summary Costs	\$0.00	\$64.00	\$0.00	\$92.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00	\$184.00	
14.0 Prepare FAA Form 7460												
	Estimated Total Man-hours	0	2	0	0	0	0	0	0	2	\$128.00	
	Summary Costs	\$0.00	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$128.00	
15.0 Prepare ALP Update												
	Estimated Total Man-hours	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	
16.0 Prepare Environmental Documentation												
16.1	Site visit and coordination	0	0	0	0	0	0	0	0	0	\$0.00	
16.2	Environmental documentation	0	0	0	0	0	0	0	0	0	\$0.00	
	Estimated Total Man-hours	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	
17.0 Project Coordination												
	Estimated Total Man-hours	0	2	0	0	0	0	0	0	2	\$128.00	
	Summary Costs	\$0.00	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$128.00	
18.0 Project Meetings												
18.1	Present preliminary design, alternatives and recommendations to airport	0	2	0	1	0	0	0	0	3	\$174.00	
18.2	Coordination meetings	0	0	0	0	0	0	0	0	0	\$0.00	
	Estimated Total Man-hours	0	2	0	1	0	0	0	0	3		
	Summary Costs	\$0.00	\$128.00	\$0.00	\$46.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$174.00	
Expenses												
	Auto Rental	0	0	0	0	0	0	0	0	0 Days	\$90.00	\$0.00
	Mileage	0	0	0	144	0	0	0	0	144 Miles	\$0.655	\$94.32
	Lodging	0	0	0	0	0	0	0	0	0 Days	\$130.00	\$0.00
	Meals/Day	0	0	0	0	0	0	0	0	0 Days	\$50.00	\$0.00
	Meals/Trip	0	0	0	1	0	0	0	0	1 Trips	\$17.00	\$17.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00

Item No.	Sr Project Engineer \$79.00	Project Engineer \$64.00	Senior Engineer \$56.00	Engineer 2 \$46.00	Engineer Tech 4 \$47.00	Engineer Tech 2 \$37.00	Engineer Tech 1 \$28.00	Admin Asst \$28.00	Project Planner \$64.00	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												\$111.32
PHASE II - PRELIMINARY DESIGN TOTAL												\$4,413.32

Item No.	Sr Project Engineer \$79.00	Project Engineer \$64.00	Senior Engineer \$56.00	Engineer 2 \$46.00	Engineer Tech 4 \$47.00	Engineer Tech 2 \$37.00	Engineer Tech 1 \$28.00	Admin Asst \$28.00	Project Planner \$64.00	Total Hours	Cost Summary
PHASE III - FINAL DESIGN											
19.0 Prepare Preliminary Plans											
General											
Cover Sheet, Sheet Index & Symbols	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Legend & Abbreviations	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
General Notes	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Project Layout Plan	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Survey Control Plan	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Project Quantity Tables	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Construction & Phasing Plan	0	1	0	4	0	0	0	0	0	5	\$248.00
Geotechnical											
Plan & Log of Soil Borings	0	0	0	0	0	0	0	0	0	0	\$0.00
Civil - General											
Civil Legend	0	0.5	0	2	0	0	0	0	0	2.5	\$124.00
Erosion Control Plans	0	0.5	0	2	0	0	0	0	0	2.5	\$124.00
Erosion Control Details	0	0.5	0	2	0	0	0	0	0	2.5	\$124.00
Storm Water Management Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Demolition Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Demolition Details	0	0	0	0	0	0	0	0	0	0	\$0.00
Geometrics	0	0	0	0	0	0	0	0	0	0	\$0.00
Existing Contours	0	0.5	0	2	0	0	0	0	0	2.5	\$124.00
Civil - Site											
Grading & Drainage Plans	0	0	0	0	0	0	0	0	0	0	\$0.00
Intersection Details	0	0	0	0	0	0	0	0	0	0	\$0.00
PAPI Plan & Profiles	0	0.5	0	4	0	0	0	0	0	4.5	\$216.00
Typical Sections	0	0	0	0	0	0	0	0	0	0	\$0.00
Paving Details	0	0	0	0	0	0	0	0	0	0	\$0.00
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	0	0	0	0	0	0	0	0	0	0	\$0.00
Marking Details	0	0	0	0	0	0	0	0	0	0	\$0.00
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	0	0	0	0	0	0	0	0	0	0	\$0.00
Electrical											
Electrical Removals Plan	0	1	0	4	0	0	0	0	0	5	\$248.00
Electrical Layout Plan	0	1	0	8	8	0	0	0	0	17	\$808.00

Item No.	Sr Project Engineer \$79.00	Project Engineer \$64.00	Senior Engineer \$56.00	Engineer 2 \$46.00	Engineer Tech 4 \$47.00	Engineer Tech 2 \$37.00	Engineer Tech 1 \$28.00	Admin Asst \$28.00	Project Planner \$64.00	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	1	0	8	8	0	0	0	0	17	\$808.00
Wiring Diagrams	0	1	0	0	4	0	0	0	0	5	\$252.00
Electrical Details	0	1	0	4	0	0	0	0	0	5	\$248.00
NAVAIDS Details	0	1	0	4	0	0	0	0	0	5	\$248.00
Estimated Total Man-hours	0	12.5	0	50	20	0	0	0	0	82.5	
Summary Costs	\$0.00	\$800.00	\$0.00	\$2,300.00	\$940.00	\$0.00	\$0.00	\$0.00	\$0.00		\$4,040.00
20.0 Prepare Preliminary Specifications											
20.1 Prepare preliminary technical specifications	0	0	0	4	0	0	0	0	0	4	\$184.00
20.2 Prepare preliminary contract documents	0	2	0	0	0	0	0	0	0	2	\$128.00
20.3 Prepare preliminary special provisions	0	1	0	0	0	0	0	0	0	1	\$64.00
Estimated Total Man-hours	0	3	0	4	0	0	0	0	0	7	
Summary Costs	\$0.00	\$192.00	\$0.00	\$184.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$376.00
21.0 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	4	0	0	0	0	4	\$188.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$188.00	\$0.00	\$0.00	\$0.00	\$0.00		\$188.00
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	0	0	0	2	0	0	0	0	0	2	\$92.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$92.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$92.00
25.0 Compile and Edit Permits											
Estimated Total Man-hours	0	1	0	0	0	0	0	0	0	1	\$64.00
Summary Costs	\$0.00	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$64.00
26.0 Prepare Certification of Engineering and Modification of Standards											
Estimated Total Man-hours	0	0	0	0	0	0	0	1	0	1	\$28.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00		\$28.00
27.0 Prepare Cost Estimate at 60% Complete											
27.1 Calculate estimated quantities	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
27.2 Prepare cost estimate	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Estimated Total Man-hours	0	1	0	2	0	0	0	0	0	3	
Summary Costs	\$0.00	\$64.00	\$0.00	\$92.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$156.00
28.0 Conduct Plan Review at 60% Complete											
Estimated Total Man-hours	0	2	0	1	0	0	0	0	0	3	\$174.00
Summary Costs	\$0.00	\$128.00	\$0.00	\$46.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$174.00
29.0 Update Plans to 90%											
Cover Sheet, Sheet Index & Symbols	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Legend & Abbreviations	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
General Notes	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Project Layout Plan	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Survey Control Plan	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Project Quantity Tables	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Construction & Phasing Plan	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Civil Legend	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Erosion Control Plans	0	0.5	0	2	0	0	0	0	0	2.5	\$124.00
Erosion Control Details	0	0.5	0	1	0	0	0	0	0	1.5	\$78.00
Existing Contours	0	0.5	0	2	0	0	0	0	0	2.5	\$124.00
Electrical Removals Plan	0	0.5	0	2	0	0	0	0	0	2.5	\$124.00
Electrical Layout Plan	0	0.5	0	4	0	0	0	0	0	4.5	\$216.00
Electrical Vault Layout	0	0.5	0	4	0	0	0	0	0	4.5	\$216.00
Wiring Diagrams	0	0.5	0	0	2	0	0	0	0	2.5	\$126.00
Electrical Details	0	0.5	0	2	0	0	0	0	0	2.5	\$124.00
NAVAIDS Details	0	0.5	0	2	0	0	0	0	0	2.5	\$124.00
	0	0	0	0	0	0	0	0	0	0	\$0.00

Item No.	Sr Project Engineer	Project Engineer	Senior Engineer	Engineer 2	Engineer Tech 4	Engineer Tech 2	Engineer Tech 1	Admin Asst	Project Planner	Total Hours	Cost Summary
PHASE IV - BID ADMINISTRATION											
39.0 Furnish Bid Documents											
Estimated Total Man-hours	0	0	0	2	0	0	0	0	0	2	\$92.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$92.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$92.00
40.0 Respond to Bidders Questions											
Estimated Total Man-hours	0	2	0	0	0	0	0	0	0	2	\$128.00
Summary Costs	\$0.00	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$128.00
41.0 Prepare and Distribute Addendums											
Estimated Total Man-hours	0	1	0	0	0	0	0	0	0	1	\$64.00
Summary Costs	\$0.00	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$64.00
42.0 Pre-Bid Conference											
Estimated Total Man-hours	0	1	0	0.5	0	0	0	0	0	1.5	\$87.00
Summary Costs	\$0.00	\$64.00	\$0.00	\$23.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$87.00
43.0 Bid Opening											
Estimated Total Man-hours	0	0.5	0	0	0	0	0	0.5	0	1	\$46.00
Summary Costs	\$0.00	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00		\$46.00
44.0 Bid Review and Bid Tabulation											
Estimated Total Man-hours	0	1	0	0	0	0	0	2	0	3	\$120.00
Summary Costs	\$0.00	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.00	\$0.00		\$120.00
45.0 Prepare Recommendation for Award											
Estimated Total Man-hours	0	0.5	0	0	0	0	0	1	0	1.5	\$60.00
Summary Costs	\$0.00	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.00	\$0.00		\$60.00
Expenses											
										Rate	
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$90.00
Mileage	0	0	0	0	0	0	0	0	0	0 Miles	\$0.655
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$130.00
Meals/Day	0	0	0	0	0	0	0	0	0	0 Days	\$50.00
Meals/Trip	0	0	0	0	0	0	0	0	0	0 Trips	\$17.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00
Total Expenses											\$0.00
PHASE IV - BID ADMINISTRATION TOTAL											\$597.00

ATTACHMENT D

**Sketch Showing Location of Work to be
Performed as Part of this Contract – N/A**

ATTACHMENT E

Scope of Work/Services

**Clare Municipal Airport
Install Runway 4-22 PAPIs
423200-241038301
Design Engineering Work Scope**

Project Description: This project will include the removal and replacement of Precision Approach Path Indicators (PAPIs) for Runways 4 & 22 at the Clare Municipal Airport (SPONSOR). Both sets of PAPIs are anticipated to 4-Box LED style, and the project will include the installation of new electrical cables to the PAPIs, as well as minor associated electrical vault work. This scope of work does not include effort to include approach clearing in the project bid documents. If, during the design project, it becomes apparent that removal of obstructions in the PAPI design surfaces is necessary, work to include the removals in the bid documents will be handled with an amendment to this agreement or under a separate agreement.

Project Anticipated Construction Amount: \$340,000

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

Mead & Hunt, Inc. (CONSULTANT) shall confer with the SPONSOR on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with the Michigan Department of Transportation Office of Aeronautics (MDOT AERO) 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.

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, if applicable.

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, and other applicable agencies to complete the work elements in Phase 1.

4.0 DBE Plan or Update

It is not anticipated that a DBE plan or update will be required by the CONSULTANT. MDOT AERO manages DBE programs for General Aviation Airports in Michigan.

5.0 Grant Application and Administration

It is not anticipated that grant application or administration will be required by the CONSULTANT. MDOT AERO completes grant applications and administers all grants for General Aviation Airports in Michigan.

6.0 Project Closeout

It is not anticipated that grant closeout will be required by the CONSULTANT. MDOT AERO completes the FAA Project Financial Closeout Forms and Report submittal for all General Aviation Airports in Michigan.

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 and MDOT AERO. 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. 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 and elevations within the suitable PAPI Siting locations. Locations of discovered existing edge lights, signs, NAVAIDs, and utility structures within the limits 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 Obstruction Identification

8.1 Coordination to schedule Obstruction Identification

This task includes data collection and review of as-builts and available existing approach information in order to gather information on existing approaches as provided by MDOT AERO. Coordination will be done with MDOT AERO to schedule work and establish any work constraint parameters.

8.2 Establish project approach requirements

The CONSULTANT shall determine and develop in AutoCAD the applicable approach & PAPI design surface, obstruction clearance surface (OCS), and Light Signal Clearance Surface (LSCS) for analysis. Developed surfaces will be provided to MDOT AERO in AutoCAD.

8.3 Field work

MDOT AERO shall perform an obstruction identification survey for the proposed PAPI protection surfaces, as noted above and other airport protection surfaces. An aerial survey will be completed to gather photogrammetry or UAS Data.

8.4 Analyze data

The CONSULTANT, with support from MDOT AERO, shall analyze the obstruction identification information to determine the extent of removals, if required, to place the PAPIs into service. This process shall be iterative and may require multiple rounds of analyses of surfaces by MDOT AERO. Vegetation analysis information will be generated by MDOT AERO for PAPI OCS, PAPI LSCS, Part 77, Runway Approach and Departure Surfaces (FAA AC 150/5300-13B), and State License Surfaces of Runway 4 and 22. The reports will include location, height, distance above obstructed surface, and land parcel data.

The SPONSOR & CONSULTANT shall not be held responsible for inaccuracies in the data provided by MDOT AERO, nor shall they be held responsible for errors or omissions committed by MDOT AERO during the analysis of the data/approach surfaces. All costs required for correction or associated with such errors and omissions and shall not be the responsibility of the SPONSOR or CONSULTANT.

9.0 Prepare Project Geometrics

It is not anticipated that pavement geometric design will be required by the CONSULTANT for this project.

10.0 Prepare FAA Pavement Design Report and FAA Form 5100

It is not anticipated pavement design will be required by the CONSULTANT for this project.

11.0 Prepare Preliminary Surface Grading and Drainage Analysis

It is not anticipated that the PAPI sites will require grading or drainage analysis. If determined necessary by PAPI siting requirements, preliminary surface grading and drainage design will be completed under an amendment to this agreement or under separate agreement.

12.0 Prepare Preliminary Cost Estimate

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, electrical design, drainage design, , phasing plans and a project schedule. The anticipated format 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)
- Drainage Considerations (reference Federal Advisory Circular 150/5320-5D)
- Electrical Considerations (reference Federal Advisory Circular 150/5340-30J & 5340-18G)
- Construction Estimate
- Project Schedule Summary

14.0 Prepare FAA Form 7460

CONSULTANT will complete the form as per Federal Aviation Administration Guidelines and will send the form to the SPONSOR to be submitted to the FAA.

15.0 Prepare ALP Update

Based on preliminary discussions with the SPONSOR's MDOT AERO project manager, the project will not require a Pen & Ink ALP update. At the conclusion of the project, a "as-built" ALP update will be completed under a separate agreement.

16.0 Prepare Environmental Documentations [Environmental Assessment or Categorical Exclusion]

It is anticipated that this project will receive environmental clearance via Categorical Exclusion (CatEx) by MDOT-AERO. This work scope does NOT include any environmental concerns or wetland design/mitigation. If it is determined that wetlands (or other environmental concerns) are impacted by this construction and mitigation is required, the required design must be done under a separate agreement.

16.1 Site visit and coordination

Not Required

16.2 Environmental documentation

Not Required

17.0 Project Coordination

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, MDOT AERO, 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 during a virtual meeting.

18.2 Coordination meetings

No additional meetings are anticipated

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~~
- ~~PAPI Plan & Profiles~~
- ~~Typical Sections~~
- ~~Paving Details~~
- ~~Jointing Plans~~
- ~~Jointing Details~~
- ~~Pavement Grooving Plan~~

Utility

- ~~Plan & Profiles~~
- ~~Details~~

Sewer

- ~~Plan & Profiles~~
- ~~Sewer Details~~

Water

- ~~Water Distribution Plan~~
- ~~Water Details~~

Storm Sewer

~~Plan & Profiles~~
~~Drainage Details~~
~~Inlet Layout Plan~~

Gas

~~Gas Distribution Plan~~
~~Gas Details~~

Fencing

~~Fencing Plans~~
~~Fencing Details~~
~~Gate Details~~

Marking

~~Marking Plans~~
~~Marking Details~~
~~Signing Plans~~
~~Signing Details~~

X-Sections

~~Cross Sections~~

Electrical:

~~Electrical Removals Plan~~
~~Electrical Layout Plan~~
~~Existing Signage Plan~~
~~Proposed Signage Plan~~
~~Sign Legend~~
~~Electrical Vault Layout~~
~~Wiring Diagrams~~
~~Electrical Details~~
~~NAVAIDS Details~~

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:

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

21.0 Prepare Final Surface Drainage Analysis and Final Storm Sewer Design

It is not anticipated that the PAPI sites will require grading or drainage analysis. If determined necessary by PAPI siting requirements, preliminary surface grading and drainage design will be completed under an amendment to this agreement or under separate agreement.

22.0 Prepare Lighting Layout and Circuit Calculations

The CONSULTANT will establish the lighting layouts and equipment necessary to meet FAA criteria and standards and to meet the National Electrical Code. Included for this work item are the following tasks:

- PAPI Box locations and height, in accordance with AC 150/5340-30J and AC 150/5340-28H
- Site visit to inventory existing equipment
- Design new home run circuiting in coordination with the location of the vault
- Calculate voltage drop and estimate wire size to meet the National Electrical Code
- Design conduit and duct bank locations and sizes, if necessary
- Determine new electrical vault equipment requirements
- Prepare narrative discussion (layout, equipment selection, sizes, electrical calculations)

23.0 Update Airport Guidance Sign Plan

The airport does not have a guidance sign plan, therefore this task is not anticipated to be completed.

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

The CONSULTANT will assist the SPONSOR and CONTRACTOR in submitting for any permits, that are deemed necessary by the authorities having jurisdiction, by providing information to the SPONSOR as required for the application process. benefit. The SPONSOR or CONTRACTOR will pay for or reimburse the costs for permits and/or application fees.

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. 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.

It is not anticipated that a modification to standards will be required. Any unforeseen modification to standards will be completed as an amendment to this contract if required by MDOT AERO or the FAA.

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 in a virtual review meeting.

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 during a virtual review meeting. A meeting will be scheduled to make a final inspection of the project. The project will be reviewed with MDOT AERO 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
If necessary, 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, etc.)
CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, State, and other applicable agencies to complete the work elements in Phase III. This shall include the coordination required for the establishment of the Reimbursable Agreement (RA) for Runway 4 PAPI and Runway 22 PAPI flight checks.
- 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.)
Not additional meetings are anticipated.

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. 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 a virtual 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. Bids shall be submitted through the eBid process only.

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 240 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 2025 and a grant for construction will be awarded in FAA fiscal year 2025.

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 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

Federal Provisions



**FAA
Airports**

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects
(Issued on January 20,2023)

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The following provisions are hereby included in and made part of the attached Contract between the SPONSOR and MEAD & HUNT, INC.

CONTRACT GUIDANCE

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.

The term “**contractor**” is understood to mean a contractor, subcontractor, or **consultant**; and means one who participates, through a contract or subcontract (at any tier).

A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, 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.

A3 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant 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 the 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.

A5 CIVIL RIGHTS - GENERAL

SOURCE: 49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE: 49 USC § 47123, FAA Order 1400.11

Title VI Solicitation Notice:

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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 USC § 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 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination 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 (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. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

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.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE : 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 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 exceed \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE: 2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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 \$29 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.

A11 DEBARMENT AND SUSPENSION

SOURCE: 2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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 Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration 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.

A12 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE: 49 CFR Part 26

Contract Assurance (49 CFR § 26.13; mandatory text) –

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 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 sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

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

A13 DISTRACTED DRIVING

SOURCE: Executive Order 13513, DOT Order 3902.10

TEXTING WHEN DRIVING

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 Federal Aviation Administration 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 subgrant.

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 \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SOURCE: 2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE: 29 USC § 201, et seq, 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE: 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

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, subgrants, 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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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 (29 CFR Part 1910). The employer 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.

A22 RIGHT TO INVENTIONS

SOURCE: 2 CFR Part 200, Appendix II(F), 37 CFR Part 401

RIGHTS TO INVENTIONS

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 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

SOURCE: 49 CFR Part 41

SEISMIC SAFETY

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 that 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.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts. DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

SOURCE: 2 CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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 CAUSE (PROFESSIONAL SERVICES)

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 for cause 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; or
 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 for cause 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 Consultant 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.

A26 TRADE RESTRICTION CERTIFICATION

SOURCE: 49 USC § 50104, 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

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

- 1) 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 (USTR);
- 2) 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 USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC § 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 USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR 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 USTR, 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 (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

SOURCE: 49 USC § 47112(c)

VETERAN'S PREFERENCE

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 USC § 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.

ATTACHMENT G

Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

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.
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BILLING PERIOD:	Check if Final Payment <input type="checkbox"/>	JOB NO.
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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
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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

RESOLUTION 2024-065

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING AN AGREEMENT WITH MEAD & HUNT FOR CONSTRUCTION OVERSIGHT AND ADMINISTRATIVE ENGINEERING SERVICES FOR A PILOT APPROACH PATH INDICATOR LIGHTS (PAPI) PROJECT AT THE CLARE MUNICIPAL AIRPORT.

WHEREAS, the City of Clare has scheduled the replacement and installation of the Pilot Approach Path Indicator Lights (PAPI) at the Clare Municipal Airport; and

WHEREAS, Mead & Hunt is the City’s airport engineer of record; and

WHEREAS, Mead & Hunt have offered an Engineering Services Agreement for construction and administrative oversight of said Pilot Approach Path Indicator Lights (PAPI) Project; and

WHEREAS, the Michigan Aeronautic Department of the Michigan Department of Transportation, the administrator of the grant funds for said Project, has reviewed and recommended approval of Mead & Hunt’s proposal for said engineering services; and

WHEREAS, the Clare City Commission has reviewed, considered, and deliberated the terms of said proposed Engineering Services Agreement with Mead & Hunt and determined the terms and conditions of the Agreement are acceptable.

NOW THEREFORE BE IT RESOLVED THAT the City Commission of the City of Clare hereby approves a Construction Oversight and Engineering Services Agreement with Mead & Hunt in the amount of \$43,752.90 for the construction of the Pilot Approach Path Indicator Lights (PAPI) Project at the Clare Municipal Airport, the terms and conditions of said Agreement as outlined therein.

BE IF FURTHER RESOLVED THAT the City’s local match contribution for said Agreement shall not exceed the usual 5% local match - \$2,187.65.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

This Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 19th day of August 2024.

Diane M. Lyon, City Clerk