



AGENDA
CITY COMMISSION MEETING
WEDNESDAY, APRIL 9, 2025
CITY HALL | 130 N. NOTTAWA ST.
WIESLOCH RAUM

WORK SESSION 5:00 P.M.

1. Compost Site Discussion

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER BY MAYOR
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. ROLL CALL
5. PROCLAMATIONS / PRESENTATIONS
 - A. Arbor Day Proclamation – Chris McArthur
 - B. Fair Housing Month Proclamation – Andrew Kuk
6. VISITORS – (Public comments for items not listed as agenda items)
7. APPROVAL OF AGENDA
8. APPROVAL OF CONSENT AGENDA
 - A. Action of Minutes of Previous Meetings
 - **APPROVE the minutes from the March 26, 2025 regular meeting as presented.**
 - B. Pay Bills
 - **AUTHORIZE the payment of the City bills in the amount of \$ 1,888,193.50 as presented.**
 - C. St. Joseph St. Traffic Control Orders 2025-04 and 2025-05
 - **APPROVE Traffic Control Orders 2025-04 and 2025-05 as presented.**
 - D. Second June Meeting Date Change
 - **APPROVE moving the Wednesday, June 25, 2025 Commission meeting to Monday, June 23, 2025 at 6:00pm as presented.**
 - E. Zoning District Changes Second Reading
 - **CONSIDER this the second reading of and APPROVE an amendment to the Zoning Code, Article III pertaining to the zoning map as presented effective May 1, 2025.**
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 - A. Sturgis Molded Products IFT Public Hearing – Kenneth Rhodes
 - B. Public Hearing of Necessity for New Sidewalk on St. Joseph St. – Brock Granger
 - C. Public Hearing of Necessity for Sidewalk Repair on St. Joseph St. – Brock Granger
 - D. Design of Electric Utilities Building Bids – Chris McArthur
 - E. Airport Access Road and Parking Lot Design – Thomas Sikorski
 - F. Sturgis Neighborhood Program Option Agreement – Andrew Kuk
 - G. Budget Amendments – Holly Keyser
11. COMMISSIONER / STAFF COMMENTS
12. ADJOURN

Manager's Report

APRIL 9, 2025



CITY OF
Sturgis
MICHIGAN

Submitted by:

A handwritten signature in black ink, appearing to read "Andrew Kuk".

Andrew Kuk
City Manager

Work Session

1. Compost Site Discussion

Staff: Thomas Sikorski

Staff will discuss issues related to the compost site including:

- Reorganization of the Compost Site layout for material drop-off;
- State requirements for compost site administration;
- The City's membership of the newly formed Southcentral Materials Management Committee;
 - <https://smpcregion3.org/materialsmanagement/>
- Potential changes to material processing at the site; and
- Potential changes to the fee schedule for non-residents and contractors.

Changes to the site are being driven by both regulations as well as changes to user behavior that had made management more difficult.

5. Proclamation

A. Arbor Day Proclamation

Staff: Chris McArthur

Included in your packet is a proclamation declaring Friday, April 25th as Arbor Day 2025 in the City of Sturgis. Issuance of this proclamation is part of the ongoing requirements for Sturgis to be recognized as a Tree City USA.

Information Included in Packet:

1. Proclamation

5. Proclamation

B. Fair Housing Month Proclamation

Staff: Andrew Kuk

As part of our Fair Housing Plan adopted to meet qualifications for Community Development Block Grant (CDBG) programs, the City is working to promote fair housing by issuing a proclamation recognizing April as Fair Housing Month. Fair Housing Month recognizes and promotes the Fair Housing Act, enacted on April 11, 1968 and enshrined into federal law with the goal of eliminating racial segregation and ending housing discrimination in the United States. The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities.

A copy of the proclamation is included in your packet.

Information Included in Packet:

1. Proclamation

8. Consent Agenda

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Consent Agenda for April 9, 2025 as presented.

Staff Recommendation:

APPROVE

8A. Action of Minutes of Previous Meetings

Consent Agenda Motion:

APPROVE the minutes from the March 26, 2025 regular meeting as presented.

8B. Pay Bills

Consent Agenda Motion:

AUTHORIZE the payment of the City bills in the amount of \$ 1,888,193.50 as presented.

8C. St. Joseph St. Traffic Control Orders 2025-04 & 2025-05

A review of traffic control devices as part of the St. Joseph Street Reconstruction project yielded additional traffic control device changes. North Orange & Jacob Street currently have yield signs installed for defining vehicular right of way at each of the tee intersections. The remaining intersections on St. Joseph Street have stop signs to define the right of way. The Engineering Department is proposing to change these signs to stop signs as part of the construction activities on St. Joseph Street to maintain consistency of traffic control along St. Joseph Street.

Consent Agenda Motion:

APPROVE Traffic Control Orders 2025-04 and 2025-05 as presented.

Information Included in Packet:

1. TCO 2025-04
2. TCO 2025-05

8D. Second June Meeting Date Change

When completing the annual schedule for meetings, staff had the wrong dates for Sturgis Fest 2025. As a result, the second June meeting conflicts with Sturgis Fest's Family Night. To resolve this issue, Staff recommends moving the Wednesday, June 25th meeting to Monday, June 23rd at 6:00pm.

Consent Agenda Motion:

APPROVE moving the Wednesday, June 25, 2025 Commission meeting to Monday, June 23, 2025 as presented.

8E. Zoning District Changes Second Reading

At the March 26th meeting, staff proposed zoning district changes affecting nine properties; the proposed changes are being recommended to better align zoning with existing and intended land uses. These nine properties have been placed into five groups for presentation purposes and maps identifying these properties are included in the packet. The Planning Commission held a public hearing on March 18, 2025, and recommend the following zoning changes to the City Commission.

Groups 1 to 3 are properties located on the west side of Chicago Road and include an area primarily developed with single-family homes. The area includes four existing single-family dwellings. Additionally, 1787 W. Chicago Road, formerly Sturgis Printing, was recently purchased by a new owner who intends to convert the building into a single-family home. The recommendation is to rezone the identified properties Residential 3 (R-3). This will align zoning with existing residential uses, make it easier for the property owners to comply with residential zoning requirements, and

support future property sales. Below are the proposed changes to zoning in this area:

- Group 1 | 1787 W. Chicago Road | Manufacturing (M) to R-3
- Group 1 | 166 Campbell Street | Manufacturing (M) to R-3
- Group 1 | 163 Campbell Street | Manufacturing (M) to R-3
- Group 2 | 147 Campbell Street | Business Highway 1 (B-H1) to R-3
- Group 2 | 136 Campbell Street | Business Highway 1 (B-H1) to R-3
- Group 3 | 146 Campbell Street | Split-zoned Business Office Service (B-OS) & M to R-3

Groups 4 and 5 included parcels of the Hackman Rosenberg Chapel funeral home and parking lots. One parcel is split-zoned, and the other two are zoned residential but used as parking lots for the funeral home. The recommendation is to rezone these parcels to B-OS. Rezoning these properties to B-OS, Business Office Service will ensure zoning aligns with current land use, eliminate the existing split zoning, and facilitate a future lot combination by the property owner. Below are the proposed changes to zoning in this area:

- Group 4 | 801 E. Chicago Road | R-3 to B-OS
- Group 4 | 104 Virginia Avenue | R-3 to B-OS
- Group 5 | 105 S. Lakeview Avenue | Split-zoned B-OS & R-3 to B-OS

Consent Agenda Motion:

CONSIDER this the second reading of and APPROVE an amendment to the Zoning Code, Article III pertaining to the zoning map as presented effective May 1, 2025.

Information Included in Packet:

1. Zoning Maps
2. Resolution

10. New Business

A. Sturgis Molded Products IFT Public Hearing

Staff: Kenneth Rhodes

OPEN PUBLIC HEARING

Sturgis Molded Products (SMP) is expanding its facility with a new 47,000 sq. ft. addition. SMP, a plastic injection molder, has expanded their facility at 1950 Clark Street numerous times in the past. They have also applied for and received several previous Industrial Facilities Exemption Certificates (IFECs). This current investment is valued at \$2,850,000.00.

The approval of an IFEC will provide the parcel owner with a reduction of approximately 50% of their tax liability for the new addition. The IFEC will only be applied to the real property; industrial personal property is exempt from local taxes. Typically, the City has awarded IFECs for a term of twelve years. If approved, the IFEC will result in annual tax savings for SMP of approximately \$35,000.00.

A representative from Sturgis Molded Products will be present at the meeting to answer any questions.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission ADOPT/NOT ADOPT the Resolution approving an Industrial Facilities Exemption Certificate for Sturgis Molded Products Company as presented.

Staff Recommendation:

ADOPT

Information Included in Packet:

1. Resolution for IFEC
2. Application

10. New Business

B. Public Hearing of Necessity for New Sidewalk on St. Joseph St.

Staff: Brock Granger

OPEN PUBLIC HEARING

The City of Sturgis Engineering Department is initiating a New Sidewalk Special Assessment District in accordance with the Public Sidewalk Construction Policy approved by the City Commission in 2011. Per the policy, costs for new sidewalk construction are split 50/50 between the City and the property owner. A public hearing of necessity is required prior to construction to consider comments from affected property owners regarding the necessity of the improvements. The district is being considered in conjunction with the St. Joseph Street Reconstruction Project. The intent of the assessment district is to connect existing sidewalk segments along St. Joseph Street where sidewalk gaps exist. Attached is the preliminary Special Assessment roll including the property tax ID number, owner, address, and estimated assessment amount.

A letter has been sent to each property owner listed in the preliminary assessment roll notifying them of the public hearing date and estimated assessment cost. A form will be prepared listing each property tax ID number, owner, address, and estimated assessment amount. The form will be recorded at the St. Joseph County Register of Deeds so a title search on a prospective sale will indicate the special assessment information.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY Special Assessment District #2025-01 for the 2025 New Sidewalk Program as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Resolution

10. New Business

C. Public Hearing of Necessity for Sidewalk Repair on St. Joseph St.

Staff: Brock Granger

OPEN PUBLIC HEARING

The City of Sturgis Engineering Department is initiating a Sidewalk Repair Special Assessment District in accordance with the Public Sidewalk Construction Policy approved by the City Commission in 2011. Per the policy, costs for sidewalk repairs are split 50/50 between the City and the property owner. A public hearing of necessity is required prior to repairs to consider comments from affected property owners regarding the necessity of improvements. The district is being considered in conjunction with the reconstruction of St. Joseph Streets between N. Nottawa and N. Centerville. The intent of the assessment district is to repair existing sidewalk segments along both sides of St. Joseph Street within the project boundaries. Attached is the preliminary Special Assessment district including the property tax ID number, owner, address, and estimated assessment amount.

A letter has been sent to each property owner listed in the preliminary assessment district notifying them of the public hearing date and estimated assessment cost. A form will be prepared and list each property tax ID number, owner, address, and estimated assessment amount. The form will be recorded at the St. Joseph County Register of Deeds so a title search on a prospective sale will indicate the special assessment information.

CLOSE PUBLIC HEARING

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY Special Assessment District #2025-02 for the St. Joseph Street Sidewalk Repair Program as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Resolution

10. New Business

D. Design of Electric Utilities Building Bids

Staff: Chris McArthur

The City currently has Electric Department staff dispersed across multiple facilities, with operations and front-line staff at the Public Services-Utilities Building (PSUB) and administrative staff at facilities on West Street. Included in the FY 2024-2025 and FY 2025-2026 budgets are funds to design and develop a new, unified Electric Utilities building that will consolidate the Electric Utilities department and its operations. The intent will be to offer better connectivity of staff with each other, improve operational efficiencies, free up space at PSUB needed by other departments, and improve the City's service to the community.

Staff's initial concept for the facility has a 40,000 sq. ft. footprint that would be utilized by 25 staff and comprised of offices, garage space, cold storage, equipment storage, a racking design, wash bay, PCB containment/storage, staff locker rooms, a control room, and a multipurpose training and breakroom. Staff envisions that the facility would be located on site of at least 10-acres and would include parking, covered storage, and security fencing. Additional site and building considerations would allow for co-location of future generation facilities (natural gas, solar, battery) as separate projects.

Included in the FY 2024-2025 budget was \$1.5 Million for project design and land acquisition for the project. Staff went out to bid in February to receive proposals for the design of the electric facility. Eight proposals were submitted, and a cost spreadsheet is included in your packet.

Upon evaluation of the proposals, staff believed that the lowest bidder was lacking experience in designing the type of facility proposed. Staff interviewed the next three low bidders and is recommending Ghafari Associates LLC. Ghafari was the third lowest bidder of the eight who submitted, and has completed projects for other municipalities in the state of Michigan and in other states. Ghafari is more than qualified to meet all the needs in designing a building for the Sturgis Electric Department.

Staff grouped proposal fees into three phases where sufficient information was available: a schematic design/cost estimate phase, a full design and construction drawing phase, and a bidding/construction administration phase. The overall cost for all phases from Ghafari was \$566,740.00. Their proposal also included \$14,700.00 for a Topographic Design Survey and Geotechnical work that was not included in other proposals and thus pulled out of project totals on the spreadsheet for comparison sake.

Staff are recommending that the Commission approve selection of Ghafari Associates as the design firm for this project and approve a not-to-exceed budget of \$100,000.00 for the schematic design and cost estimate phase of the project. This will allow for completion of these elements of the design and provide for a natural breakpoint for further staff and Commission review of the project. Before additional commitment to design is made, staff would come back to the Commission with the schematic design and cost estimates and request support to move forward with the project.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the selection of Ghafari Associates as the design firm for the Electric Utilities Building Project as presented and APPROVE/DENY a budget not-to-exceed one hundred thousand dollars (\$100,000.00) for schematic design and cost estimate work and AUTHORIZE City Manager Andrew Kuk to sign all necessary documents.

Staff Recommendation:

APPROVE, APPROVE, and AUTHORIZE

Information Included in Packet:

1. Fee Comparison
2. Ghafari Associates Proposal

10. New Business

E. Airport Access Road and Parking Lot Design

Staff: Thomas Sikorski

The Airport Capital Improvement Plan (ACIP) includes Rehabilitation Entrance Road and Parking Lot. The entrance road and parking lot serve the airport terminal building and primary access to the terminal apron for fuel deliveries. The map included in your packet identifies the extent of the proposed project. As a part of the ACIP program, the project is eligible for FAA and MDOT Aeronautics (MDOT Aero) funding. As with past projects, the federal and state funding would cover 95% of the project costs, with the City responsible for 5% of the costs.

The first step for this project is a contract for engineering services with Mead and Hunt, our airport engineering firm. The contract for engineering services includes work in the design and construction phases of the project. The total cost of engineering services is \$39,199.00. A copy of the contract is included in your packet.

To move forward with this portion of the project, the City must approve two elements. The first is the contract with Mead and Hunt as described above, and the second is a grant contract with MDOT Aero for the project.

Also included in your packet is the grant contract from MDOT Aero; this includes the cost breakdown between the FAA, State, and City for the project. Based on the total cost of the project of \$39,199.00, the City's cost under the grant agreement is \$1,960.00. The City's Capital and Extra Ordinary Expenses budget includes \$9,000.00 in City costs for this project in FY 2024-2025.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a grant contract with the Michigan Department of Transportation for engineering services as presented for thirty-nine thousand, one hundred and ninety-nine dollars (\$39,199.00) with a City match amount of one thousand, nine hundred-sixty dollars (\$1,960.00) and authorize Airport Manager Thomas Sikorski to sign all necessary documents.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY a contract with Mead and Hunt for engineering services as presented in the amount of thirty-nine thousand, one hundred ninety-nine dollars (\$39,199.00).

Staff Recommendation:

APPROVE and APPROVE

Information Included in Packet:

1. Engineering Services Contract
2. State Grant Contract
3. Project Map

10. New Business

F. Sturgis Neighborhood Program Option Agreement

Staff: Andrew Kuk

The Sturgis Neighborhood Program (SNP) recently reached out to me regarding the purchase of City lots to continue their new construction build program with the Intermediate School District (ISD) Career Technical Education (CTE) Building Trades program. SNP identified three lots that they had interest in: City subdivision lots 25 and 26 located on Flanders St. and 604 N. Prospect St. 604 N. Prospect is currently a vacant parcel which the City purchased via tax foreclosure in 2016; the structure on the property was demolished via a Michigan Housing Development Corporation (MSHDA) blight elimination grant in 2018.

As SNP plans for its future projects, the location and timing of their next effort is somewhat dependent on potential grant funding through MSHDA's MI Neighborhood Program. If funding is received, SNP's next project is likely to be 604 N. Prospect, but if it is not secured this year, they likely will be interested in one of the City Subdivision Lots.

In order to facilitate this uncertainty and provide for some long-term planning on the part of SNP, we have developed the proposed option agreement included in your packet. This agreement was based on a similar agreement executed with Allen Edwin for other lots in City Subdivision II; under the terms of the agreement, SNP has an option on all three lots for a period of three years. They may exercise their option on any or all of the lots at any point during those three years for the purchase price(s) outlined in the agreement. At the time of exercising the option, a purchase agreement would be executed, the form of which is included with the option agreement and is based on past agreements between the City and SNP for lots.

The costs for the lots included in the agreement are \$5,000.00 per lot for Subdivision II lots 25 and 26 and \$1.00 for 604 N. Prospect; in the past the Commission has approved a \$1.00 purchase price for vacant infill lots with SNP to facilitate redevelopment. The City's cost to acquire the lot was \$3,213.00 in 2016.

As with previous agreements with SNP related to the purchase of vacant property, the proposed purchase agreement document stipulates that the City would be responsible for certain costs associated with closing, plus up to \$1,500.00 of SNP's closing costs. Any costs over and above this amount would be covered by SNP.

If the option agreement were to be approved, the purchase agreements would not come back to City Commission for further approval in the future. The option agreement includes a \$2,000.00 fee which would be applied to the purchase of the two City Subdivision lots if SNP executes their option(s).

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Option Agreement with the Sturgis Neighborhood Program for vacant City lots as presented and AUTHORIZE City Manager Andrew Kuk to sign all necessary documents.

Staff Recommendation:

APPROVE and AUTHORIZE

Information Included in Packet:

1. SNP Option Agreement

10. New Business

G. Budget Amendments

Staff: Holly Keyser

Included in your packet is a memo from City Controller Holly Keyser regarding budget amendments for Fiscal Year 2024-2025. In accordance with the Uniform Budgeting and Accounting Act, governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures incurred in the 2024-2025 fiscal year, as compared to those originally estimated.

The memo outlines the proposed changes. One of these items is an amendment to reflect the actual State Marihuana Tax received for this budget year, which is \$51,829 higher than was budgeted. The proposed amendments reflect a staff recommendation to utilize this increase (as had been done with the original Marihuana Tax Dollars) as a transfer to the Building Authority to pay the hospital bond payments. Staff is further recommending a corresponding decrease to the General Fund transfer to the Building Authority making the overall transfer budget-neutral and a corresponding increase in revenue to the General Fund.

Proposed Motion:

Move that the Sturgis City Commission APPROVE/DENY the Budget Amendments for Fiscal Year 2024-2025 as presented.

Staff Recommendation:

APPROVE

Information Included in Packet:

1. Memo

Noteworthy Meetings / Events

- Sturgis Public Schools Tour | March 25th
- DDA Meeting | April 2nd
- PBS Interview – Downtown Lighting Project | April 3rd

Upcoming Events

- City Commission Work Session – Compost Site | 5:00 pm | City Hall | April 9th
- Business After Hours – Modern Day Witch | 5pm to 7pm | April 16th
- Spring & Food Expo | SYCA | 5:30pm-9pm | April 11th

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 5A



PROCLAMATION OF THE CITY OF STURGIS

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world, and;

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and;

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and;

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE BE IT RESOLVED, as Mayor of the City of Sturgis I do hereby proclaim April 25th 2025, as

Arbor Day

In the City of Sturgis and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands,

AND FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Frank Perez, Mayor

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 5B



PROCLAMATION OF THE CITY OF STURGIS

FAIR HOUSING MONTH

WHEREAS, The Fair Housing Act was enacted on April 11, 1968 and enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the Fair Housing Act seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing and to emphasize equal housing as a fundamental human right for all; and

WHEREAS, individuals in Sturgis have the right to choose where to live without discrimination based on race, color, religion, age, sex, disability, gender identity, familial status or national origin; and

WHEREAS, the City of Sturgis fully supports the intent and purpose of the Federal Fair Housing Act and looks to promote and further policies and practices in order to achieve the goal of ending housing discrimination.

NOW THEREFORE BE IT RESOLVED that the City Commission of the City of Sturgis does hereby declare the month of April 2025 as "Fair Housing Month" in Sturgis.

Frank Perez, Mayor

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8A

**REGULAR MEETING - STURGIS CITY COMMISSION
WEDNESDAY, MARCH 26, 2025
WIESLOCH RAUM – CITY HALL**

Mayor Perez called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was said by all present.

The Invocation was given by Comm. Moyer.

Commissioners present: Mullins, Boring, Moyer, Smith, Harrington, Abbs, Miller, Vice-Mayor Bir, Mayor Perez
Commissioners absent: None

Also present: City Attorney, City Manager, City Controller, City Engineer, Community Development Director, Public Safety Director, Deputy Fire Chief, City Clerk

Moved by Comm. Harrington and seconded by Comm. Smith to go into Closed Session to discuss a written attorney opinion and to consider material exempt from discussion or disclosure by state or federal statute.

Voting yea: Mullins, Boring, Moyer, Smith, Harrington, Abbs, Miller, Bir, Perez

Voting nay: None

MOTION CARRIED

Meeting recessed at 6:05 p.m.

Meeting reconvened at 6:32 p.m.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the agenda as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Consent Agenda of March 26, 2025 as presented.

8A. Action of Minutes of Previous Meetings

APPROVE the minutes from the March 12, 2025 regular meeting as presented.

B. Pay Bills

- AUTHORIZE the payment of the City bills in the amount of \$1,974,366.58 as presented.

C. Trinity Lutheran Church Cross Walk

- APPROVE the requests for the 2025 Trinity Lutheran Church Cross Walk as presented.

D. N. Park St. Traffic Control Order #2025-01

- APPROVE Traffic Control Order #2025-1 as presented.

E. St. Joseph St. Traffic Control Order #2025-02

- APPROVE Traffic Control Order #2025-02 as presented.

F. St. Joseph St. Traffic Control Order #2025-03

- APPROVE Traffic Control Order #2025-03 as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Community Development Director Will Prichard provided information on proposed changes to the Zoning Map. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to consider this the first reading of an amendment to the Zoning Code, Article III pertaining to the zoning map as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

Community Development Director Will Prichard provided information on two topics were discussed by the City Commission for future consideration including the requirement for the color of roofing materials to match between principal and accessory structures and regulations concerning driveway and parking area surfaces. Discussion followed.

The City Commission had consensus to direct the Planning Commission to review each of these issues and recommend option number 2 on both issues.

City Engineer Barry Cox provided information on the bids received related to a water reliability study. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Smith to approve the Water Reliability Study proposal from Prein & Newhof in the amount of eleven thousand, eight hundred dollars (\$11,800.00) as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Engineer Barry Cox provided information on the North Franks Reconstruction project and the excess expenses. Discussion followed.

Moved by Comm. Abbs and seconded by Comm. Smith to approve supplemental contingency budget of twenty thousand dollars (\$20,000.00) for the N. Franks Avenue Reconstruction Project.

Voting yea: Eight

Voting nay: Smith

MOTION CARRIED

Deputy Fire Chief Andy Strudwick provided information on the condition of the warning siren at the Fire Department location and the cost of replacement. He also explained that the two working sirens on the north and south sides of the City can cover the downtown area, so not replacing the department siren is an option. Discussion followed.

Moved by Comm. Bir and seconded by Comm. Smith to approve a bid waiver for and the purchase of the Federal Signal Siren from West Shore Services in the amount of twenty-nine thousand two hundred dollars (\$29,200.00) as presented.

Voting yea: Moyer, Smith, Abbs, Bir, Perez

Voting nay: Mullins, Boring, Harrington, Miller

MOTION CARRIED

Deputy Fire Chief Andy Strudwick provided information on the bids received related to the Fire Department exhaust system. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the purchase of the Plymovent Exhaust System from Hastings Air Energy Control, Inc. in the amount of seventy-seven thousand, five hundred and thirty-one dollars (\$77,531.00) as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

City Controller Holly Keyser, along with bond counsel and financial advisor, provided detailed information on the Bond Authorizing Resolution for the issuance of Capital Improvement Bonds for the street, sidewalk, water main and other infrastructure improvements to St. Joseph, N. Clay, and N. Park. The resolution authorizes the City to issue bonds not to exceed 3.2 million dollars. Discussion followed.

Moved by Comm. Harrington and seconded by Comm. Smith to approve the Bond Authorizing Resolution as presented.

Voting yea: Nine

Voting nay: None

MOTION CARRIED

The meeting was adjourned at 8:50 p.m.

Kenneth D. Rhodes, City of Sturgis Clerk/Treasurer

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8B

Accounts Payable Bill Proof - CITY OF STURGIS, MI

Date: 4/9/2025 Month: 07

Date	Check#	Vendor	VendorName	Amount
03/27/2025	251529M	03059	CONCORD EXCAVATING, LLC	260,961.00
03/28/2025	PR0659M	00061	CITY OF STURGIS PAYROLL	357,474.49
03/24/2025	T17529M	03173	FIFTH THIRD BANK	25,852.64
03/24/2025	T17530M	04197	MI PUBLIC POWER AGENCY	209,651.41
02/21/2025	T17531M	04088	BLUE CROSS BLUE SHIELD OF MI	6,594.86
02/28/2025	T17532M	04088	BLUE CROSS BLUE SHIELD OF MI	101,987.71
03/07/2025	T17533M	04088	BLUE CROSS BLUE SHIELD OF MI	6,236.35
03/14/2025	T17534M	04088	BLUE CROSS BLUE SHIELD OF MI	31,509.70
03/31/2025	T17535M	04197	MI PUBLIC POWER AGENCY	204,965.10
04/04/2025	T17536M	00197	CITY OF STURGIS UTILITIES	22,079.31
04/12/2025	T17537M	00197	CITY OF STURGIS UTILITIES	14,845.08
04/04/2025	T17538M	03770	MICHIGAN GAS UTILITIES	45.86
04/04/2025	T17539M	03770	MICHIGAN GAS UTILITIES	266.94
04/08/2025	T17540M	06121	GB SOLAR TE 2020 HOLDINGS LLC	48,993.22
04/10/2025	T17541M	03770	MICHIGAN GAS UTILITIES	1,285.35
04/10/2025	T17542M	03770	MICHIGAN GAS UTILITIES	174.67
04/20/2025	T17543M	00197	CITY OF STURGIS UTILITIES	9,847.31
04/11/2025	T17544M	03770	MICHIGAN GAS UTILITIES	1,344.09
04/11/2025	T17545M	03770	MICHIGAN GAS UTILITIES	49.61
04/20/2025	T17546M	00197	CITY OF STURGIS UTILITIES	6,595.95
04/14/2025	T17547M	04389	FRONTIER COMMUNICATIONS A	77.24
04/14/2025	T17548M	04389	FRONTIER COMMUNICATIONS A	76.52
04/14/2025	T17549M	04389	FRONTIER COMMUNICATIONS A	26.08
04/14/2025	T17550M	04389	FRONTIER COMMUNICATIONS A	735.24
04/14/2025	T17551M	04389	FRONTIER COMMUNICATIONS A	330.92
04/14/2025	T17552M	04389	FRONTIER COMMUNICATIONS A	586.42
04/10/2025	T17553M	04421	AT&T MOBILITY	843.84
04/11/2025	T17554M	02909	CHARTER COMMUNICATIONS	804.49
04/21/2025	T17555M	03770	MICHIGAN GAS UTILITIES	521.04
04/15/2025	T17556M	04389	FRONTIER COMMUNICATIONS A	604.00
04/01/2025	T17557M	06290	MEDPRO WASTE DISPOSAL LLC	30.06
03/28/2025	T17558M	00062	CITY OF STURGIS-EMPLOYEE INS	80,363.25
03/28/2025	T17559M	00063	CITY OF STURGIS TAX TRANSFER	19,927.60
03/28/2025	T17560M	00064	INTL CITY MGMT ASSOC RETR CORP	10,420.66
03/28/2025	T17561M	00065	DOYLE MEMBERSHIP TRANSFER	4,218.98

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03/28/2025	T17562M	03229	CITY OF STURGIS-WORKERS COMP	3,179.53
03/28/2025	T17563M	05123	COMERICA BANK-INST TRUST SERV	35,719.27
03/28/2025	T17564M	05588	ALERUS FINANCIAL/MERS TRANSFER	3,290.68
04/18/2025	T17565M	04389	FRONTIER COMMUNICATIONS A	304.47
04/01/2025	T17566M	04088	BLUE CROSS BLUE SHIELD OF MI	24,081.70
04/01/2025	T17567M	06138	MUTUAL OF OMAHA INSURANCE CO	5,595.44
04/01/2025	T17568M	00449	CENTURY BANK & TRUST	6,221.68
04/01/2025	T17569M	03951	SOUTHERN MICHIGAN BANK & TRUST	5,277.77
04/01/2025	T17570M	03951	SOUTHERN MICHIGAN BANK & TRUST	1,658.42
04/22/2025	T17571M	03770	MICHIGAN GAS UTILITIES	260.11
04/22/2025	T17572M	03770	MICHIGAN GAS UTILITIES	1,238.10
04/22/2025	T17573M	03770	MICHIGAN GAS UTILITIES	853.97
Manual Total				1,518,008.13
04/09/2025	251530	00814	AIS CONSTRUCTION EQUIPMENT COR	1,751.09
04/09/2025	251531	06624	ALLIANCE ARTIST MANAGEMENT	3,900.00
04/09/2025	251532	06504	ALLISON KYLE	100.00
04/09/2025	251533	05986	ALPHA BUILDING CENTER-NOTTAWA	28.77
04/09/2025	251534	06119	AMAZON.COM SALES INC	7,124.22
04/09/2025	251535	06141	AMY SWETCOFF	150.00
04/09/2025	251536	02058	APWA, MICHIGAN CHAPTER - MPSI	825.00
04/09/2025	251537	02058	APWA, MICHIGAN CHAPTER - MPSI	825.00
04/09/2025	251538	02058	APWA, MICHIGAN CHAPTER - MPSI	195.00
04/09/2025	251539	06473	ARMSCOR CARTRIDGE INC	3,044.00
04/09/2025	251540	03576	ARROW SERVICES INC	83.00
04/09/2025	251541	00736	ASCAP	448.21
04/09/2025	251542	02292	ASPLUNDH TREE EXPERT CO	5,509.78
04/09/2025	251543	05656	AXON ENTERPRISE INC	532.92
04/09/2025	251544	06606	BAKER TILLY ADVISORY GROUP LP	385.00
04/09/2025	251545	06117	BENITA ANN LEWIS	30.00
04/09/2025	251546	00072	BIRD, SCHESKE, REED & BEEMER,	10,344.50
04/09/2025	251547	00511	BOALS SEWER & DRAIN CLEANING	145.00
04/09/2025	251548	00006	BOLAND TIRE INC	497.00
04/09/2025	251549	03327	BOUND TREE MEDICAL LLC	800.66
04/09/2025	251550	05125	CANNON TECHNOLOGIES	53,773.00
04/09/2025	251551	00364	CAROL DUSTIN	260.00
04/09/2025	251552	00691	CENTRAL MEAT MARKET	61.81
04/09/2025	251553	01323	CITY OF COLDWATER	200.00

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04/09/2025	251554	06065	COOPER'S TRENCHING INC	1,720.00
04/09/2025	251555	06325	COTTIN'S HARDWARE	45.13
04/09/2025	251556	06158	CULLIGAN WATER OF STURGIS	146.00
04/09/2025	251557	00160	DURY OIL CO	120.23
04/09/2025	251558	01064	EJ USA INC	782.69
04/09/2025	251559	06062	ELECTIONSOURCE	3,498.50
04/09/2025	251560	06244	EMERGENCY VEHICLES PLUS	2,155.25
04/09/2025	251561	04955	ENVIRO-CLEAN	6,158.00
04/09/2025	251562	05745	ERICA VARGAS SARCO	80.00
04/09/2025	251563	01847	ESTUDIO DESIGN LLC	100.00
04/09/2025	251564	00169	FASTENAL COMPANY	30.12
04/09/2025	251565	06615	FAWN RIVER HVAC LLC	1,363.04
04/09/2025	251566	05490	FERGUSON WATERWORKS #3386	19,014.30
04/09/2025	251567	00776	FLEIS & VANDENBRINK	28,494.39
04/09/2025	251568	06287	FOCAL POINT STUDIOS	5,000.00
04/09/2025	251569	04389	FRONTIER COMMUNICATIONS A	7,665.31
04/09/2025	251570	06468	GANNETT MICHIGAN LOCALiQ	270.30
04/09/2025	251571	02082	GECKO SECURITY LLC	930.00
04/09/2025	251572	00183	GRAINGER INC	413.76
04/09/2025	251573	03566	HAMMERSMITH EQUIPMENT CO	1,033.00
04/09/2025	251574	05586	MARY M HAYLETT	50.00
04/09/2025	251575	05349	HEATHER SWINSICK	1,788.76
04/09/2025	251576	06233	HOLIDAY INN EXPRESS HOWE	2,286.90
04/09/2025	251577	03402	SHARON HUDSON	300.00
04/09/2025	251578	04922	HUTSON ASSESSING INC	5,198.93
04/09/2025	251579	06199	JANSEN PLUMBING, HEATING &	1,675.84
04/09/2025	251580	06314	JODIE M JOHNSON	20.00
04/09/2025	251581	05842	JOHN DEERE FINANCIAL	333.00
04/09/2025	251582	06217	JOHN J FLOWERS	220.00
04/09/2025	251583	00889	KENTON KELLEY	909.00
04/09/2025	251584	03757	KIMBALL MIDWEST	82.00
04/09/2025	251585	03284	TERRY KOEHL	300.00
04/09/2025	251586	01656	KOORSEN FIRE & SECURITY INC	489.20
04/09/2025	251587	06616	KRISTINA VANOVER	50.00
04/09/2025	251588	00581	KRONTZ GENERAL MACHINE & TOOL	735.60
04/09/2025	251589	00394	LAWSON-FISHER ASSOCIATES PC	1,940.18
04/09/2025	251590	03256	LIMA ELEVATOR COMPANY INC	707.50

Accounts Payable Bill Proof - CITY OF STURGIS, MI

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04/09/2025	251591	00023	LONESPRUCE	1,000.00
04/09/2025	251592	06464	LRS LLC	1,865.15
04/09/2025	251593	06250	MARANA GROUP	1,429.49
04/09/2025	251594	03095	MARY DRESSER	60.00
04/09/2025	251595	06623	MCKESSON MEDICAL SURGICAL	1,128.66
04/09/2025	251596	04238	MICHELE KELLEY	900.00
04/09/2025	251597	05121	MICKEY'S LINEN	246.40
04/09/2025	251598	04014	MILLERS SALES & SERVICE	108.66
04/09/2025	251599	05051	MILSOFT UTILITY SOLUTIONS	3,875.00
04/09/2025	251600	05096	NATIONAL HOSE TESTING	1,788.50
04/09/2025	251601	06400	NATIONAL HYDROPOWER ASSOC INC	495.00
04/09/2025	251602	06471	NTH CONSULTANTS, LTD	3,210.00
04/09/2025	251603	05042	PLANT GROWTH MANAGEMENT SYSTEM	2,944.00
04/09/2025	251604	05026	PLUMMER'S ENVIRONMENTAL	3,132.00
04/09/2025	251605	04481	PROF SPORTS SPECIFIC TRAINING	360.00
04/09/2025	251606	04251	RAI JETS LLC	1,260.00
04/09/2025	251607	00545	RED ROSE FLOORING SHOP	3,351.00
04/09/2025	251608	00035	RESCO	4,885.30
04/09/2025	251609	05682	ROBERT TAYLOR	90.00
04/09/2025	251610	05379	S & S INDUSTRIAL SUPPLY	427.75
04/09/2025	251611	00276	SAFETY SERVICES INC	177.63
04/09/2025	251612	05765	SELKING INTERNATIONAL	2,054.44
04/09/2025	251613	05395	SITEONE LANDSCAPE SUPPLY LLC	202.92
04/09/2025	251614	05168	SLS PRODUCTION SERVICES LLC	4,800.00
04/09/2025	251615	02439	ST JOSEPH CO GRANGE FAIR	350.00
04/09/2025	251616	00488	STATE SYSTEMS RADIO INC	498.00
04/09/2025	251617	04274	STEENSMA LAWN & POWER EQUIP	67,494.00
04/09/2025	251618	04903	STONECO OF MICHIGAN	52.00
04/09/2025	251619	06487	STURGIS ACE HARDWARE	415.81
04/09/2025	251620	00101	STURGIS NEIGHBORHOOD PROGRAM	5,033.33
04/09/2025	251621	00507	STURGIS OVERHEAD DOOR & LADDER	238.75
04/09/2025	251622	04140	SWICK BROADCASTING COMPANY	750.00
04/09/2025	251623	02819	T & R SERVICE COMPANY	29,409.00
04/09/2025	251624	06107	TALIA YEOMAN	385.00
04/09/2025	251625	00046	TELE-RAD INC	1,148.79
04/09/2025	251626	06151	THE NAKED SHIRT CUSTOM PRINTNG	747.00
04/09/2025	251627	00041	TIFFANY CRUZ	300.00

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04/09/2025	251628	05777	TRACE ANALYTICAL LABORATORIES	4,191.00
04/09/2025	251629	06426	TRACY LIVELY LLC	20.00
04/09/2025	251630	05999	TRI STATE CUSTOMS AND OFFROAD	2,613.78
04/09/2025	251631	03331	UTILITIES INSTRUMENTATION SERV	736.00
04/09/2025	251632	00556	VIVIAN VANNEST	300.00
04/09/2025	251633	03511	WASTE MANAGEMENT	120.00
04/09/2025	251634	00284	WASTECORP PUMPS LLC	2,399.57
04/09/2025	251635	04994	W MICHIGAN INTERNATIONAL LLC	1,430.05
04/09/2025	D02574	00340	AMERICAN SAFETY & FIRST AID	195.00
04/09/2025	D02575	05462	AUTOZONE STORES LLC	21.99
04/09/2025	D02576	04066	BORDEN WASTE-AWAY SERVICE INC	6,403.19
04/09/2025	D02577	02983	CINTAS LOCATION #351	1,784.06
04/09/2025	D02578	06505	GALLS LLC	36.02
04/09/2025	D02579	06379	JM TEST SYSTEMS LLC	543.00
04/09/2025	D02580	00019	KENDALL ELECTRIC INC	867.72
04/09/2025	D02581	05716	KUBOTA KINGS	524.90
04/09/2025	D02582	03944	LINDE GAS & EQUIPMENT INC	136.00
04/09/2025	D02583	06238	LUBRICATION ENGINEERS, INC	8,650.38
04/09/2025	D02584	06026	MID-CITY SUPPLY CO INC	961.79
04/09/2025	D02585	06069	NAPA AUTO PARTS	819.88
04/09/2025	D02586	05932	O'REILLY AUTO ENTERPRISES LLC	69.93
04/09/2025	D02587	06125	THE COPY IMAGE INC	3,626.64
Automatic Total				370,185.37
Grand Total				1,888,193.50

PAYROLL DISBURSEMENT
FOR PAYROLL ENDING 03/23/2025
PR0659M PAYROLL DATE 03/28/2025

GENERAL	\$173,284.45
MAJOR STREET	5,374.99
LOCAL STREET	3,911.40
CEMETERY	5,591.67
AIRPORT	0.00
BUILDING	3,701.52
HOUSING DEPARTMENT	0.00
STURGES-YOUNG CENTER FOR THE ARTS	6,879.23
RECREATION	254.58
DOYLE RECREATION CENTER	13,889.55
AMBULANCE	12,245.54
ELECTRIC	94,023.47
SEWER	20,978.22
WATER	14,399.13
MOTOR VEHICLE	2,940.74
Payroll Sub-Total	\$357,474.49

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8C

Traffic Control Order 2025 - 04

Date: March 27, 2025

Location: N. Orange Street & St. Joseph Street Intersection.

Requested Action: Replacement of YIELD Sign with a STOP Sign on N. Orange Street at the St. Joseph Street intersection.

Requested By: City Engineer

Recommended Control: Stop sign on N. Orange at the St. Joseph Street intersection.

Reviews:	<u>Recommended</u>	<u>Not Recommended</u>	<u>Initials</u>	<u>Date</u>
City Engineer:	<u> X </u>	<u> </u>	<u> BJC </u>	<u>03/27/25</u>
Public Safety Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
City Manager	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Traffic Control Order Number: 2025 - 04:

Control: Install 30" x 30" STOP (R1-1) sign on N. Orange Street at the St. Joseph Street intersection.

	<u>Date</u>	<u>Signed By</u>
Issued:	_____	_____
		Traffic Engineer
Sign(s) Installed:	_____	_____
		Department of Public Works

Comments:

North Orange Street is a Local Act 51 Street and intersects into St. Joseph Street, which is a Major Act 51 Street. All existing cross streets along St. Joseph use stop control at the intersections, except North Orange Street and Jacob Street.

Traffic Control Order 2025 - 05

Date: March 27, 2025

Location: Jacob Street & St. Joseph Street Intersection.

Requested Action: Replacement of YIELD Sign with a STOP Sign on Jacob Street at the St. Joseph Street intersection.

Requested By: City Engineer

Recommended Control: Stop sign on Jacob at the St. Joseph Street intersection.

Reviews:	<u>Recommended</u>	<u>Not Recommended</u>	<u>Initials</u>	<u>Date</u>
City Engineer:	<u> X </u>	<u> </u>	<u> BJC </u>	<u>03/27/25</u>
Public Safety Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
City Manager	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Traffic Control Order Number: 2025 - 04:

Control: Install 30" x 30" STOP (R1-1) sign on Jacob Street at the St. Joseph Street intersection.

	<u>Date</u>	<u>Signed By</u>
Issued:	_____	_____
		Traffic Engineer
Sign(s) Installed:	_____	_____
		Department of Public Works

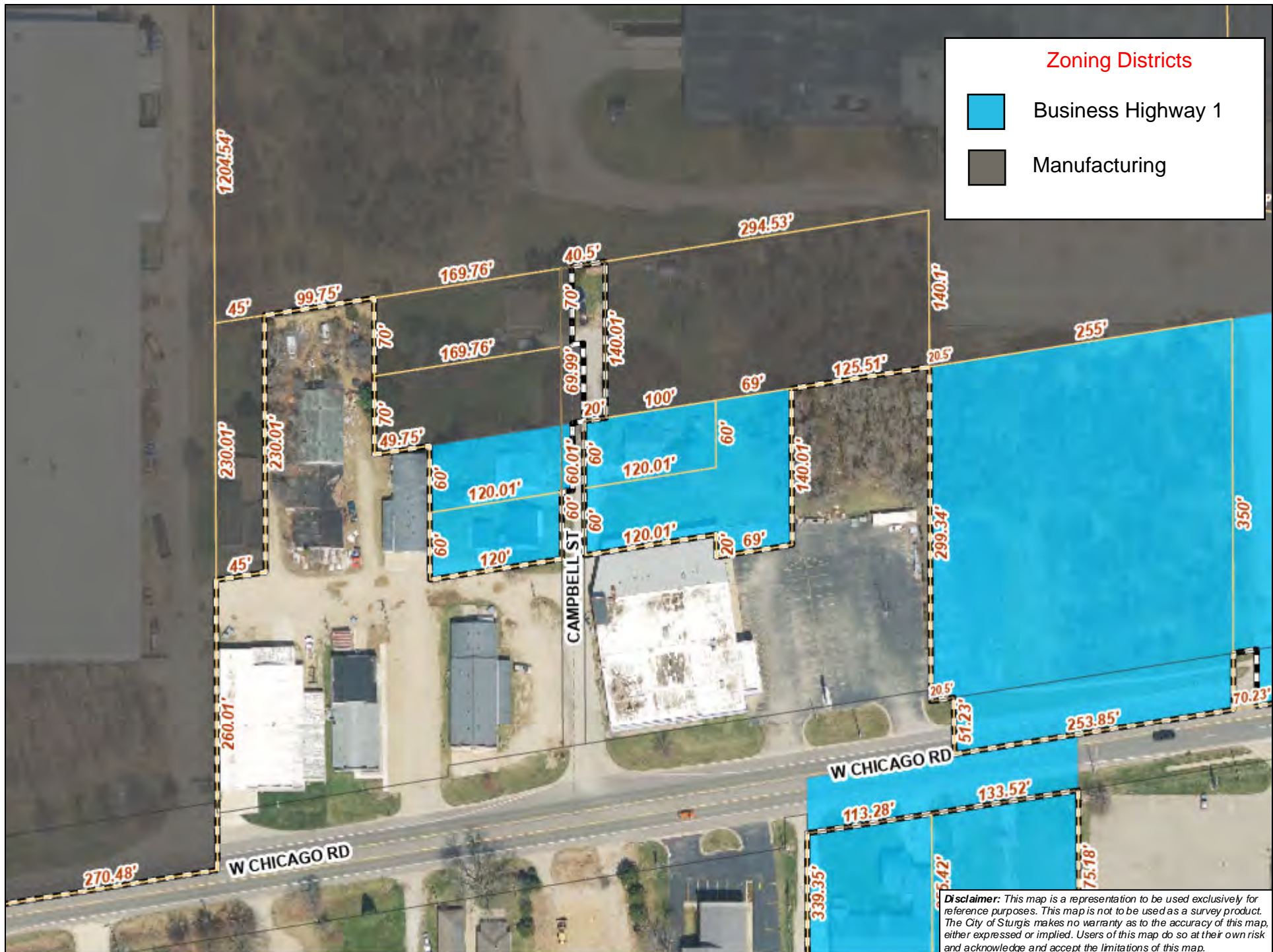
Comments:

Vision is impaired due to a building in the southwest quadrant of the Jacob Street and St. Joseph Street intersection, which creates the necessity to heighten the level of traffic control device from a yield to a stop at this intersection.

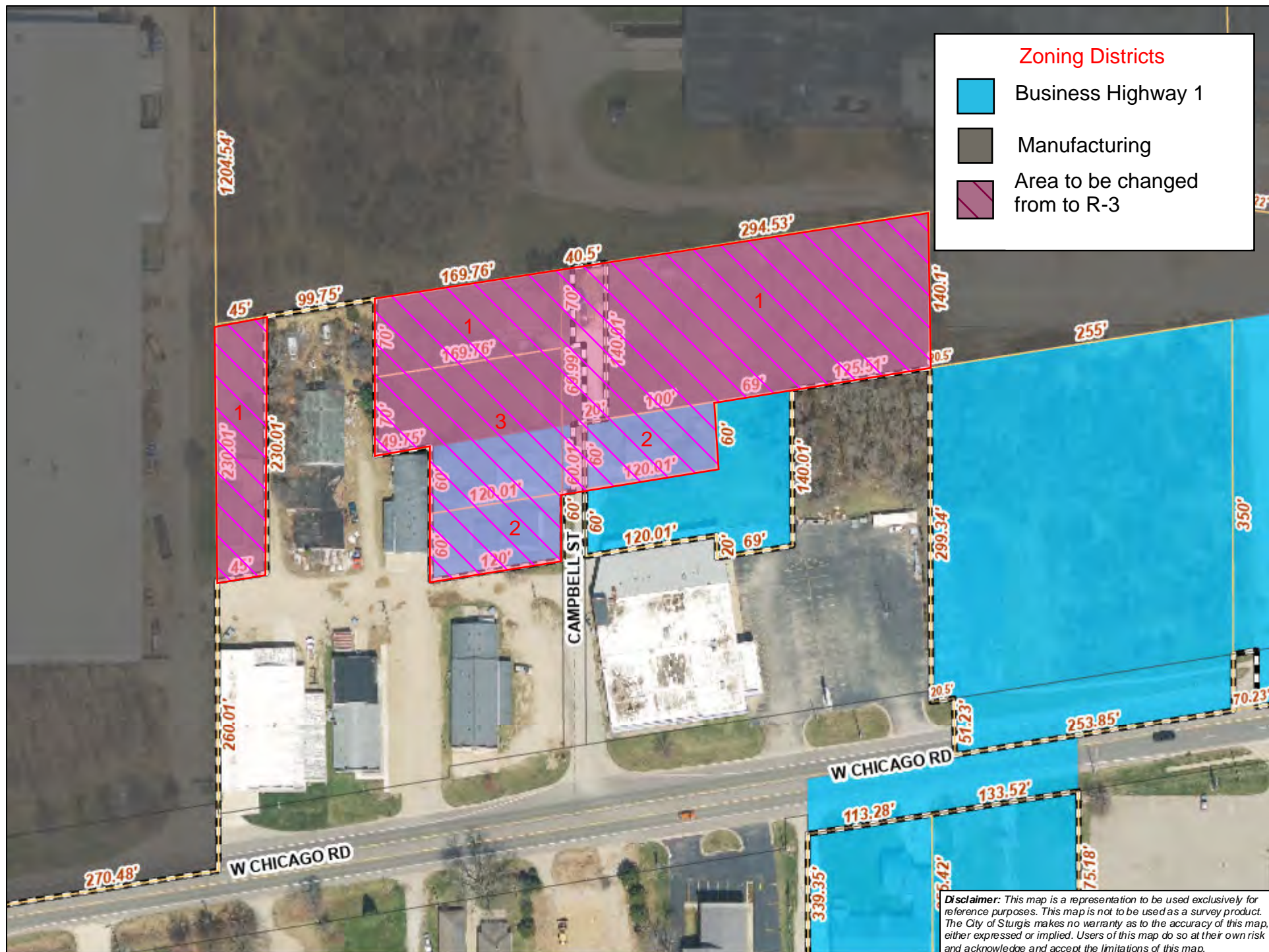
**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 8E

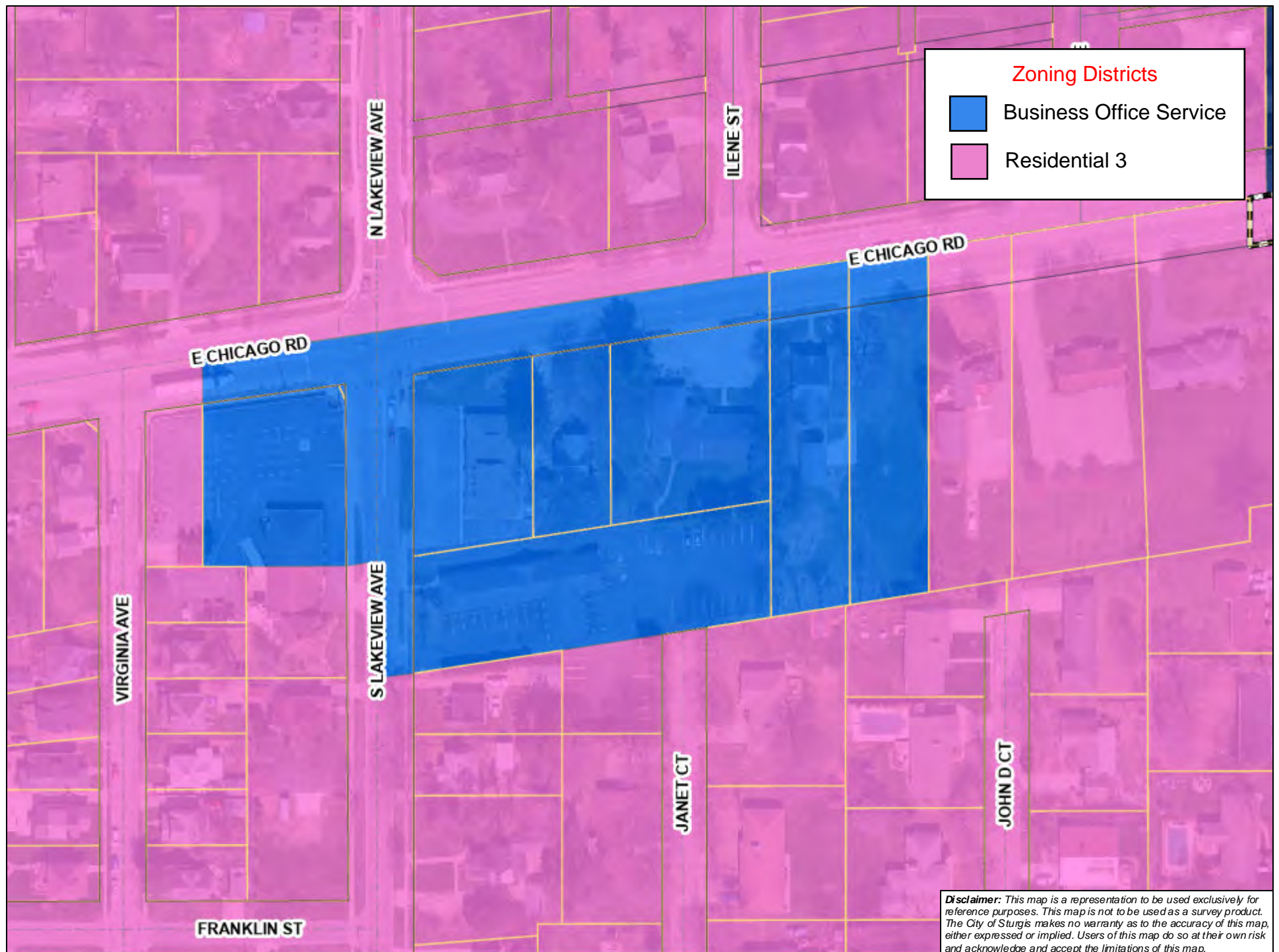
Map 1 -W. Chicago Road Zoning Map Existing



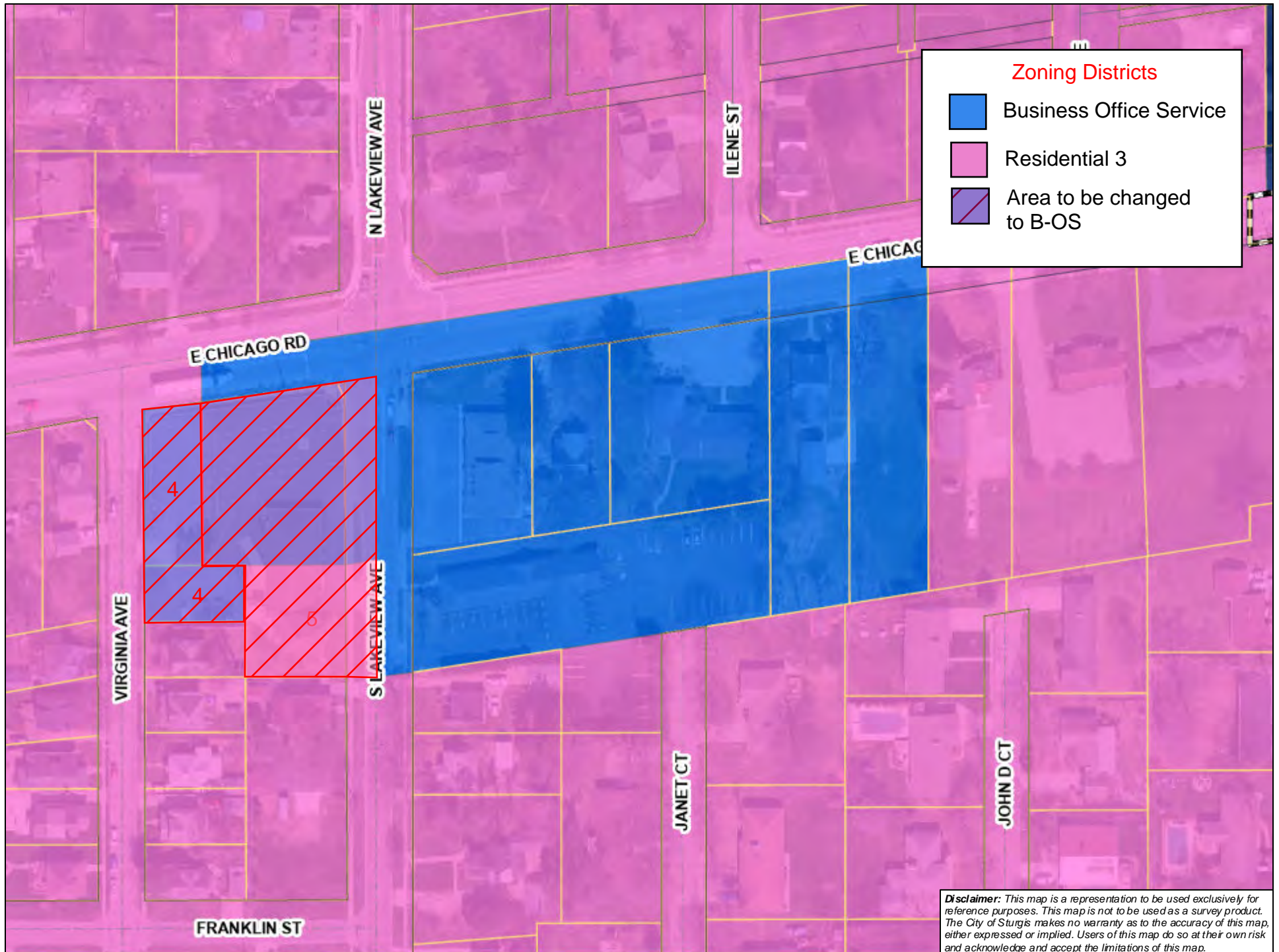
Map 2 -W. Chicago Road Zoning Map Proposed



Map 3 -Hackman/E. Chicago Road Zoning Map Existing



Map 4 -Hackman/E. Chicago Road Zoning Map Proposed



AMENDMENT TO ZONING ORDINANCE
PERTAINING TO ZONING MAP

An Ordinance to amend Article III of the Zoning Ordinance of the City of Sturgis pertaining to the zoning map and to provide for an effective date of this Ordinance.

WHEREAS, the City Commission, upon recommendation from the Planning Board, has determined that it is in the best interest of the residents of the City to modify the Zoning Ordinance with respect to the zoning map to change the zoning designation of certain properties as set forth below.

NOW, THEREFORE, the City of Sturgis, St. Joseph County, Michigan ordains:

Article III of the Zoning Ordinance is hereby modified as follows, effective as of May 1, 2025.

The following properties will have their zoning district changed to Residential 3 (R-3).

- 1787 W. Chicago Road (75-052-777-133-00)
- 166 Campbell Street (75-052-777-134-00)
- 163 Campbell Street (75-052-777-135-00)
- 147 Campbell (75-052-777-138-00)
- 136 Campbell Street (75-052-777-137-00)
- 146 Campbell Street (75-052-777-136-00)

The following properties will have their zoning district changed to Business Office Service (B-OS).

- 801 E. Chicago Road (75-052-310-051-00)
- 104 Virginia Avenue (75-052-310-049-00)
- 105 S. Lakeview Avenue (75-052-310-002-00)

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10A

RESOLUTION

WHEREAS, Sturgis Molded Products Company in conformity with Act 198 of the Public Acts of 1974, as amended (Act 198) has submitted an application providing all information and requirements necessary for granting of an Industrial Facilities Exemption Certificate by the City of Sturgis, County of St. Joseph, State of Michigan Sturgis Molded Products Company, and

WHEREAS, on September 14, 1983, the City Commission established the Industrial Development District for the industrial property of Sturgis Molded Products Company and

WHEREAS, the Sturgis City Assessor, and representatives of all affected taxing units were notified by certified mail of the time and place of the hearing on the application, and

WHEREAS, a hearing was held by the Sturgis City Commission providing the Assessor, and representatives of all affected taxing units the opportunity to be heard as required by the statute, and

WHEREAS, comments on granting of the Industrial Facilities Exemption Certificate have been heard and considered, and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the (governmental unit), after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

WHEREAS, it is hereby found and determined by the Sturgis City Commission that the granting of this Industrial Facilities Exemption Certificate, considered together with the aggregate amount of the Industrial Facilities Exemption Certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Sturgis, or of impairing the financial soundness of a taxing unit which levies an ad valorem property tax in the City of Sturgis, and

WHEREAS, the Sturgis City Commission, under Section 16 (1) of Act 198, of the P.A. of 1974 and Act No. 255 of the Public Acts of 1978, as amended, has determined that the length of the Industrial Facilities Exemption Certificate shall remain in force and effect for a period of 12 years.

NOW, THEREFORE BE IT RESOLVED, that the Sturgis City Commission does hereby approve the application of Sturgis Molded Products Company for an “Industrial Facilities Exemption Certificate”.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION

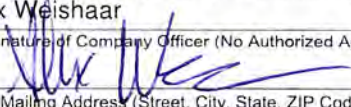
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Sturgis Molded Products Company		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 326199	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1950 Clark Street, Sturgis, MI 49091		▶ 1d. City/Township/Village (indicate which) City of Sturgis	▶ 1e. County St. Joseph County
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		▶ 3a. School District where facility is located Sturgis	▶ 3b. School Code 75010
		4. Amount of years requested for exemption (1-12 Years) 12	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. Sturgis Molded Products is a plastic injection molder located in Sturgis, Michigan. The company has chosen to expand their current facility with a new addition of 46,875 square feet to accomodate new growth. Investment includes new building construction with an investment o over \$2.35M and additional investment in personal property of about \$0.5M			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		▶ 2,350,000 Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures. * Attach itemized listing with month, day and year of beginning of installation, plus total		▶ 500,000 Personal Property Costs	
6c. Total Project Costs * Round Costs to Nearest Dollar		▶ 2,850,000 Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.			
Real Property Improvements ▶ <u>Begin Date (M/D/Y)</u> 08/26/2024 <u>End Date (M/D/Y)</u> 02/28/2025		▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	
Personal Property Improvements ▶ <u>Begin Date (M/D/Y)</u> 10/01/2024 <u>End Date (M/D/Y)</u> 02/28/2025		▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased	
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project.		▶ 10. No. of new jobs at this facility expected to create within 2 years of completion.	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation. a. TV of Real Property (excluding land) _____ b. TV of Personal Property (excluding inventory) _____ c. Total TV _____			
▶ 12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District			
▶ 12b. Date district was established by local government unit (contact local unit) 09/14/1983		▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Alex Weishaar	13b. Telephone Number (269) 337-3901	13c. Fax Number	13d. E-mail Address aweishaar@smpco.com
14a. Name of Contact Person Alex Weishaar	14b. Telephone Number (269) 337-3901	14c. Fax Number	14d. E-mail Address aweishaar@smpco.com
▶ 15a. Name of Company Officer (No Authorized Agents) Alex Weishaar			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date 2/3/25
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1950 Clark Street, Sturgis, MI 49091		15f. Telephone Number	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
 State Tax Commission
 PO Box 30471
 Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

BUILDING PERMIT

City of Sturgis

130 N Nottawa
Sturgis, MI 49091
Ph 269/659-7230 Fax 269/659-7295

Permit # PB240445

1950 CLARK ST
052 777 268 00

(Location)

STURGIS MOLDED PRODUCTS CO (Owner)
P. O. BOX 246
STURGIS MI 49091

****ISSUED: 08/23/24**

****EXPIRES 08/23/25**

PLEASE CALL (269) 659-7230
FOR AN INSPECTION 48 HOURS IN ADVANCE

JAMES WARE CONSTRUCTION (Applicant)
903 N CLAY
STURGIS MI 49091

Work Description:

CONSTRUCTION OF A 46,875 SQUARE FOOT ADDITION, AS PER APPROVED PLANS.

SEE ADDITIONAL SHEET FOR REQUIREMENTS.

Permit Item	Work Type	Fee Basis	Item Total
NC (5) Value > \$100K	New Const	2,088,009.0	\$8,866.00
PR (3) Value > \$100K	Plan Review	2,088,009.0	\$3,299.00

City of Sturgis - Comm. Dev. Dept.

Amt Paid \$ 12,165.- Check # 49963

Date: 8/26/24 Rec'd By: KP

Fee Total: \$12,165.00
Amount Paid: 12,165.00

CK # _____ Cash _____ **Balance Due: \$0.00**

****I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code.**
I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

Requirements for Sturgis Molded Products – 1950 Clark Street

- **Footing/Foundation Inspection:** Contact our office to schedule an inspection when all excavations, forms and steel reinforcement is in place prior to any concrete being placed.
- **Foundation Insulation/Backfill Inspections:** Contact our office when all insulation is in place and prior to backfilling taking place.
- **Concrete Slab and Under Floor Inspection:** Contact our office when all reinforcing steel and building service equipment, required vapor barrier, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed. All other inspections must be complete prior to this inspection.
- **Framing Inspection:** Contact our office to schedule an inspection prior to concealment.
- **Insulation Inspection:** Contact our office to schedule an inspection prior to concealment.
- **Exterior Finish Materials:**
 - A. Underlayment Inspection: Contact our office to schedule an inspection once the underlayment has been installed, prior to concealment.
- **Fire Alarm Inspection:** Contact our office and we will schedule with Fire Marshall to attend the inspection.
- **Fire Suppression Hydrostatic Inspection:** For service and building. Contact our office to schedule.
- **Mechanical, Electrical and Plumbing:**
 - A. Contact the State of Michigan regarding Plans Review for mechanical, electrical and plumbing.
 - B. Contact the State of Michigan Inspector(s) for all inspections.
- **Final Inspection:** Contact our office to schedule an inspection when the project is completed.

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10B

NOTICE OF ESTIMATED SPECIAL ASSESSMENT

NOTICE IS HEREBY GIVEN that the CITY OF STURGIS, by Resolution passed by its City Commission at a meeting held on the ____ day of _____, 2025, has determined to make a public improvement consisting of (the installation of new public sidewalks), and that said improvement may be assessed on the following described parcels of real estate in the estimated amounts indicated:

Tax I.D. #	OWNER	ADDRESS	Amount
75-052-360-011-00	Brian Affhalter, Et Al	706 St. Joseph	\$1,340.00
75-052-360-010-00	Jose Lopez Garcia	704 St. Joseph	\$1,732.00
75-052-360-009-00	Ashley Feldshau	310 N. Orange	\$1,560.00
75-052-360-006-00	Acmar, Inc.	703 St. Joseph	\$80.00
75-052-360-005-00	Mitchell Sanderson	701 St. Joseph	\$1,432.00
75-052-040-104-10	Stan R Mast Home Builders, Inc.	353 Jacob	\$3,300.00
75-052-040-101-00	Economic Development Corp.	303 St. Joseph	\$5,600.00

Executed as of the day of , 2025.

THE CITY OF STURGIS

By: _____
Mayor

By: _____
Clerk

STATE OF MICHIGAN,)
) ss:
COUNTY OF ST. JOSEPH.)

On this ____ day of _____, 2025 personally appeared before me, a Notary Public in and for the County of St. Joseph, Michigan, Francisco Perez, Mayor of The City of Sturgis and Kenneth Rhodes, Clerk of The City of Sturgis and each say that they have executed the foregoing Notice of Special Assessments of their free act and deed.

Notary Public
St. Joseph County, Michigan

My Commission Expires: _____

Prepared in the offices of:
Bird, Scheske, Reed, & Beemer
227 West Chicago Road
P.O. Box 7158
Sturgis, Michigan 49091
By: T.J. Reed
(269) 651-2445

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10C

NOTICE OF ESTIMATED SPECIAL ASSESSMENT

NOTICE IS HEREBY GIVEN that the CITY OF STURGIS, by Resolution passed by its City Commission at a meeting held on the ____ day of _____, 2025, has determined to make a public improvement consisting of (the repair of existing sidewalks), and that said improvement may be assessed on the following described parcels of real estate in the estimated amounts indicated:

<u>Tax I.D. #</u>	<u>OWNER</u>	<u>ADDRESS</u>	<u>Amount</u>
75-052-040-068-00	Francisco Munoz	300 N. Nottawa Street	\$781.00
75-052-040-069-00	Francisco Munoz	103 St. Joseph Street	\$60.00
75-052-040-071-00	School District of Sturgis	107 W. West Street	\$125.00
75-052-040-070-00	School District of Sturgis	105 St. Joseph Street	\$632.00
75-052-040-071-00	Maria Nieves	107 St. Joseph Street	\$560.00
75-052-040-081-00	C & T Capital LLC	401 North Street	\$541.00
75-052-040-089-00	Thomas & Wava Eckert	400 North Street	\$1,228.00
75-052-040-119-00	Jose Lopez	306 North Street	\$914.00
75-052-040-120-00	Wava Eckert	202 St. Joseph Street	\$350.00
75-052-040-127-00	Guadalupe & Adriana Martinez	204 St. Joseph Street	\$536.00
75-052-040-091-00	James & Bobbie Henney	207 St. Joseph Street	\$104.00
75-052-040-128-00	Oscar Guitierrez & Mariam Ramirez	309 N. Clay Street	\$800.00
75-052-040-092-00	Tartan Real Estate LLC	401 N. Clay Street	\$950.00
75-052-040-107-00	Kendra Schwartz	310 N. Clay Street	\$900.00
75-052-040-101-00	Economic Development Corp.	303 St. Joseph Street	\$916.50
75-052-040-112-00	Santana Longoria	304 St. Joseph Street	\$688.00
75-052-040-113-00	Block 14 INC	311 N. Jefferson Street	\$480.00
75-052-040-105-00	Block 14 INC	304 N. Jefferson Street	\$95.00
75-052-040-103-00	ACMAR INC	451 St. Joseph Street	\$580.00
75-052-000-003-03	ACM Plastic Products INC	507 St. Joseph Street	\$190.00
75-052-350-001-00	H3 Strength & Conditioning LLC	304 Jacob Street	\$1,570.00
75-052-360-020-00	Rick & Laura Penner	600 St. Joseph Street	\$744.00
75-052-360-022-00	ACMAR INC	601 St. Joseph Street	\$80.00
75-052-360-002-00	N & S Properties of SW Michigan	603 St. Joseph Street	\$104.00
75-052-360-003-00	Mariana Romero	605 St. Joseph Street	\$240.00
75-052-360-022-00	Laura Munoz	602 St. Joseph Street	\$104.00
75-052-360-023-00	Tonya Hopkins	604 St. Joseph Street	\$810.00
75-052-360-025-00	Jose & Veronica Ranjel	610 St. Joseph Street	\$704.00
75-052-360-009-00	Ashley Feldshau	310 N. Orange Street	\$500.00
75-052-360-006-00	ACMAR INC	703 St. Joseph Street	\$760.00
75-052-360-007-00	Claudia Demejia	705 St. Joseph Street	\$264.00
75-052-360-008-00	Pedro Lopez	707 St. Joseph Street	\$140.00

Executed as of the ____ day of _____, 2025.

THE CITY OF STURGIS

By: _____
Mayor

By: _____
Clerk

STATE OF MICHIGAN,)
) ss:
COUNTY OF ST. JOSEPH.)

On this ____ day of _____, 2025 personally appeared before me, a Notary Public in and for the County of St. Joseph, Michigan, Francisco Perez, Mayor of The City of Sturgis and Kenneth Rhodes, Clerk of The City of Sturgis and each say that they have executed the foregoing Notice of Special Assessments of their free act and deed.

Notary Public
St. Joseph County, Michigan
My Commission Expires: _____

Prepared in the offices of:
Bird, Scheske, Reed, & Beemer
227 West Chicago Road
P.O. Box 7158
Sturgis, Michigan 49091
By: T.J. Reed
(269) 651-2445

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10D

Electric Utility Building Design Proposal Fee Comparison

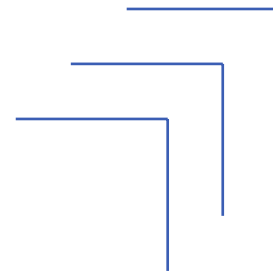
Fee Comparison	Jones Petrie Rafinski	Norr	Tower Pinkster	CT Consultants	WAK	Driven Design	Ghafari Associates	Hobbs+Black
Entitlements/Programming		\$ 25,000.00	\$ 25,160.00	\$ 34,952.00				
Schematic Design	\$ 334,070.00	\$ 185,000.00	\$ 116,365.00	\$ 117,143.00		\$ 75,000.00	\$ 94,475.00	
Design/Cost Estimate Phase Total	\$ 334,070.00	\$ 210,000.00	\$ 141,525.00	\$ 152,095.00	\$ -	\$ 75,000.00	\$ 94,475.00	\$ -
Design Development	\$ 155,000.00		\$ 166,685.00	\$ 237,813.00		\$ 100,000.00	\$ 143,420.00	
Construction Documents	\$ 171,230.00	\$ 315,000.00	\$ 163,540.00	\$ 309,775.00		\$ 200,000.00	\$ 228,960.00	
Total	\$ 326,230.00	\$ 315,000.00	\$ 330,225.00	\$ 547,588.00	\$ -	\$ 300,000.00	\$ 372,380.00	\$ 486,275.00
Plan Review/Bidding	Not Included	\$ 35,000.00	\$ 31,450.00	\$ 35,588.00			\$ 8,630.00	
Construction Administration	Not Included	\$ 120,000.00	\$ 125,800.00	\$ 219,624.00		\$ 25,000.00	\$ 85,355.00	
Record Drawings	Not Included	\$ 5,000.00						
Reimbursable Expenses	Not Included	\$ 9,000.00	\$ 9,000.00	\$ 21,000.00			\$ 5,900.00	To be charged 1.1 times cost
Total		\$ 169,000.00	\$ 166,250.00	\$ 276,212.00	\$ -	\$ 25,000.00	\$ 99,885.00	\$ 112,725.00
Total Project Cost all phases+Reimbursables	\$ 660,300.00	\$ 694,000.00	\$ 638,000.00	\$ 975,895.00	\$ -	\$ 400,000.00	\$ 566,740.00	\$ 599,000.00
Cost Estimates		No Formal Cost Estimates	No Formal Cost Estimates		Price Based on Construction Cost of 8.5%	Not Qualified	Includes Topo Design Survey and Geotech At a cost of \$14,700	PSUB issues, Electrical Engineer behind schedule. No Oil interceptor design included,
Project cost estimate		\$10million	\$9million					\$10-\$11 million
Interior Design included			Yes				Yes	Yes

City of Sturgis

Electric Utilities Building
Sturgis, Michigan

A/E DESIGN SERVICES PROPOSAL 

March 3, 2025



EXECUTIVE SUMMARY

Let's Work Together

Ghafari Associates, LLC (Ghafari) is pleased to present our proposal for professional architectural and engineering design services for the City of Sturgis Electric Utilities Building identified in the 01/31/25 RFP and 02/04/25 Addendum No. 1 that we have reviewed. We are confident that our personal approach, collaborative team, and experience will continue to result in a successful outcome for your significant project supporting the community.

Throughout our 43-year history, we have been driven to help clients navigate the challenges of an ever-changing world. We are excited for the opportunity to partner with the City to translate your project aspirations into real solutions. In support of your project, our responsive team will work side-by-side with you to bring:

- A **thoughtful approach** to designing governmental and institutional spaces that serve public leaders and their communities. We use advanced methods to stay on schedule and on budget while **elevating safety, sustainability, and longevity** each step of the way. Our team has experience with similar types of buildings, will work proactively to identify challenges, and will develop a creative and technically sound design solution that will satisfy the City's goals.
- **Local experience complemented by global perspective.** Ghafari is a proud Michigan-based firm that is international in scale, having the resources to meet the project needs and duration. We will design together to offer local trades and vendors opportunity to participate in bids and partner in the construction.

Upon review of the insurance needs, Ghafari carries amounts required in the RFP as follows:

- Errors and Omission insurance under our Professional Liability coverage with a minimum of \$3M per claim/\$4M aggregate.
- General Liability with \$1M per claim, \$2M in aggregate, and the umbrella of \$10M.
- We can name the City as additional insured under our General Liability, Projects and Completed Operations Liability (which is part of the GL coverage) and Umbrella coverages policy.

Ghafari has worked with numerous municipal and federal entities and has not been disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government, or any state or local government.

We trust you will find our proposal responsive to your needs and look forward to supporting the City of Sturgis on this project. Please do not hesitate to contact me should you have any questions. Thank you for the opportunity.

Sincerely,

Thomas Tooley, AIA
Executive Vice President – Grand Rapids

Adam J. Nelson, CSI-CDT
Project Manager

Table of Contents

- 01** Firm Overview
- 02** Key Personnel
- 03** Project Experience
- 04** Project Schedule
- 05** Project Approach
- 06** Pricing

01 Firm Overview

FIRM INFORMATION

Company Description

COMPANY NAME + ADDRESS:

Ghafari Associates, LLC
37 Ottawa Avenue NW, Suite 700, Grand Rapids, Michigan 49503

ESTABLISHED:

17 August 1982 in Michigan

COMPANY TYPE:

Limited Liability Company

FIRM REPRESENTATIVES:

Tom Tooley, Executive Vice President
t: +1.616.771.0909 x7902
c: +1.616.914.5464
ttooley@ghafari.com

Adam Nelson, Project Manager
t: +1.616.771.0909 x7924
c: +1.616.265.2581
anelson@ghafari.com

SUBCONTRACTORS:

Civil Engineering: Prein & Newhof
John VerPlank PE, LEED AP
t: +1.616.364.8491 x 1161

Cost Estimating: Mark Allan & Associates
Will Schmidt, Principal
t: +1.248.826.8243

MEP Building Systems Engineering: E3M Solutions
Kevin Van Dyke, PE
t: +1. 616.856.0861

Control Room + Generation Engineering: Theka Engineering
John Kirby
t: +1. 231.722.1691

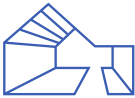
Project references can be found in Section 3





Ghafari is a global architecture, engineering, and consulting firm that believes in designing spaces where people and institutions thrive.

OUR CAPABILITIES



Architecture + Design



Interior Design



Civil + Structural Engineering



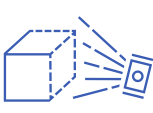
MEP Engineering



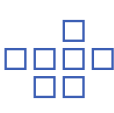
ICT + Security Engineering



Operations + Systems Engineering



Laser Scanning



vPlanner

FACTS + FIGURES

600+

Members of Our Multidisciplinary Team

#12

Ranking on BD+C's List of the Top E/A Firms

43

Years We've Been in Business

We thoughtfully design public spaces that serve their communities.

We work with institutions at the local, state, and federal levels to create spaces that support communities. Whether we're designing a dynamic community center or restoring an iconic government building, we partner with our clients to break new ground in the realms of sustainability, virtual design + construction, and lean project delivery.



OUR GLOBAL LOCATIONS

North America

- Birmingham, Alabama
- Chicago, Illinois
- Dearborn, Michigan (HQ)
- Detroit, Michigan
- Fort Worth, Texas
- Grand Rapids, Michigan
- Greenville, South Carolina
- Indianapolis, Indiana

Middle East

- Abu Dhabi, UAE
- Riyadh, Saudi Arabia

Europe

- Istanbul, Turkey

Asia

- Vadodara, India

MARKETS WE SERVE



Automotive



Aviation



Battery



Commercial



Education



Government +
Institutional



Healthcare



Industrial +
Manufacturing

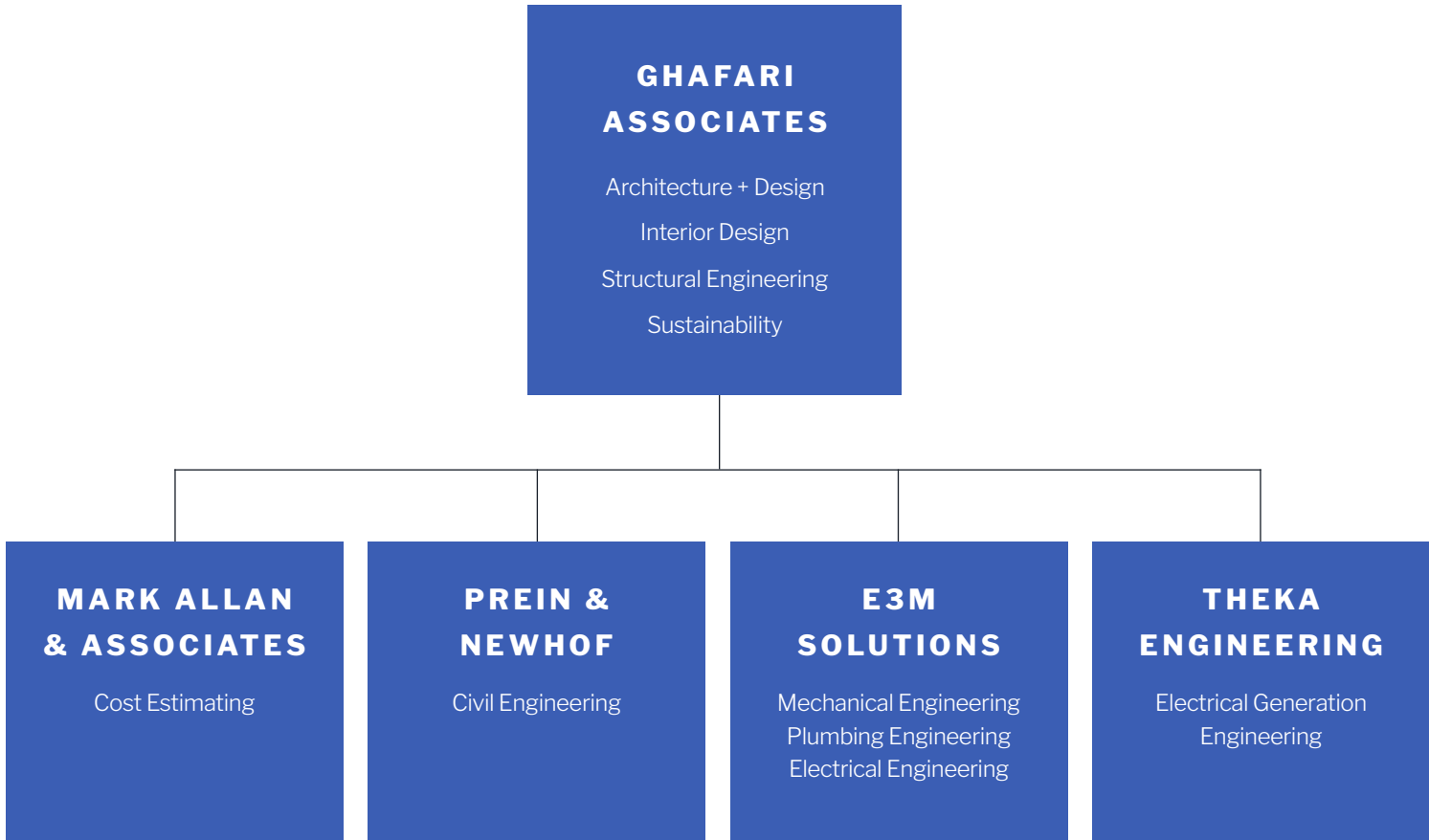


Workplace

02

Key Personnel

City of Sturgis



PROJECT TEAM

We've got you covered.

In any one year, Ghafari works on approximately 500 projects. These projects range from small assessments and upgrades to large complex multi-building campuses, airport and industrial facilities. Some of these projects are at or near completion, while others are just commencing. We perform our work quicker than construction contractors and so earn our backlog over a shorter period.

Ghafari's present workload and projected backlog will enable our company to appropriately staff your project. We have

identified the key personnel needed to successfully complete our responsibilities under this potential professional design services contract.

Our broad base of in-house resources allows us to realign assignments as needed and to add other company-wide staff to support project needs as required. If awarded the contract, all of the proposed key personnel will be available to start work as required for the agreed upon project schedule.

Key Personnel	Firm	Project Role	% Availability
Tom Tooley	Ghafari	Project Executive	50%
Adam Nelson	Ghafari	Project Manager	100%
Matthew Luckey	Ghafari	Project Architect	100%
Ely LaBerge	Ghafari	Sustainability	25%
Mark Kiemel	Ghafari	Structural Engineer	100%
Will Schmidt	Mark Allan & Associates	Cost Estimator	100%
John VerPlank	Prein & Newhof	Civil Engineer	100%
Paul Reinhold	Prein & Newhof	Landscape Architect	100%
Michael Jacobs	E3M Solutions	MEP Project Manager	100%
Dan Perron	E3M Solutions	Mechanical Engineer	100%
Lucas tenBrink	E3M Solutions	Electrical Engineer	100%
Eric Ball	E3M Solutions	Plumbing Engineer	100%
John Kirby	Theka Engineering	Generation Engineer	100%
Michael Cannady	Theka Engineering	Generation Engineer	100%



Thomas Tooley, AIA

PRINCIPAL IN CHARGE

Tom is passionate about understanding how each client works best and translating their vision into inspirational, high-performing spaces that enhance their business. Throughout his career of more than 30 years, he has refined his ability to strike a meaningful balance between visual impact and functionality for clients across the corporate, hospitality, healthcare, educational, R+D, and industrial sectors.

EDUCATION

Master of Architecture
Lawrence Technological University
Southfield, Michigan, USA

Bachelor of Science in Architecture
Lawrence Technological University
Southfield, Michigan, USA

REGISTRATIONS

Registered Architect (MI)

AFFILIATIONS

American Institute of Architects (AIA)

TENURE WITH GHAFARI

7 Years

REPRESENTATIVE EXPERIENCE

CNSI

New Corporate Office
Lansing, Michigan, USA
35,000 SF

SAM EYDE MANAGEMENT

Site Planning for New Office Building
Lansing, Michigan, USA
15,000 SF

NORTHPOINTE BANK

Operations Center
Grand Rapids, Michigan, USA
91,000 SF

UNDISCLOSED CLIENT

New Corporate Office
Lansing, Michigan, USA
80,000 SF

TECHSMITH

New Corporate Office
Lansing, Michigan, USA
70,000 SF

ARENA PLACE

New Mixed-Use Development
Grand Rapids, Michigan, USA
375,000 SF

PARK DISTRICT

New Mixed-Use Development
Lansing, Michigan, USA

FULTON SQUARE

New Mixed-Use Development
Grand Rapids, Michigan, USA
55,000 SF

GATEWAY AT BELKNAP

New Mixed-Use Development
Grand Rapids, Michigan, USA
100,000 SF

THE WARNER BUILDING

New Office Tower
Grand Rapids, Michigan, USA
375,000 SF

OPTIO DATA

Office Renovations + Warehouse Addition
Ada, Michigan, USA
35,000 SF

BODMAN LAW OFFICE

Office Renovation
Grand Rapids, Michigan, USA
12,000 SF



Adam Nelson, NCARB, CSI-CDT

PROJECT MANAGER

Adam has 24 years of professional experience designing buildings for a broad spectrum of facility types, including renovation and new construction projects for corporate workplace, municipal, educational, museum, retail, and healthcare clients. He has experience performing feasibility studies, facility assessments, priorities of work, project programming, and code compliance investigations.

EDUCATION

Bachelor of Architecture
North Dakota State University
Fargo, North Dakota, USA

Bachelor of Science,
Environmental Design
North Dakota State University
Fargo, North Dakota, USA

AFFILIATIONS

American Institute of Architects (AIA)
Boy Scouts of America, Eagle Scout and
Order of the Arrow
Construction Specifications Institute (CSI-
CDT)
Junior chamber International (JCI) Michigan
National Council of Architectural Registration
Boards (NCARB)
Junior Chamber International (JCI)
Royal Oak Jaycees

TENURE WITH GHAFARI

5.5 Years

REPRESENTATIVE EXPERIENCE

CITY OF KENTWOOD

Public Works Building
Kentwood, Michigan, USA
83,000 SF

CITY OF KENTWOOD

Fire Station Expansion + Renovation
Kentwood, Michigan, USA
15,000 SF

NORTHPOINTE BANK

Operations Center
Grand Rapids, Michigan, USA
91,000 SF

VARNUM LAW

Office Renovation
Ann Arbor, Michigan, USA
70,768 SF

FOX SUBARU

New Dealership
Grand Rapids, Michigan, USA
35,000 SF

BRIDGEWATER BUILDING

12th + 13th Floor Renovations + Test
Fit-Out
Grand Rapids, Michigan, USA
26,530 SF

AMERICAN SEATING COMPANY

New Offices + Manufacturing Facility
Grand Rapids, Michigan, USA
175,000 SF

GRANDVILLE CITY HALL

Facility Assessment + Space Planning
Grandville, Michigan, USA

NEW YORK LIFE INSURANCE

Bridgewater Place Tenant Improvements
Grand Rapids, Michigan, USA
11,600 SF

BRANCH DISTRICT LIBRARY

Main Branch + Service Center New Site
Assessments
Coldwater, Michigan, USA

CITY OF GRAND RAPIDS PARKS DEPARTMENT*

Asset Management Planning
Grand Rapids, Michigan, USA

CITY OF HAZEL PARK

City Hall Facility Study + Library Courtyard
Design
Hazel Park, Michigan, USA

CITY OF MARQUETTE

Municipal Service Center
Marquette, Michigan, USA
113,000 SF

BMW MANUFACTURING

Spartanburg Manufacturing Plant Ramp
Feasibility Study
Greer, South Carolina, USA



Matthew Luckey, ASSOCIATE AIA

ARCHITECTURE

Matt has over 15 years of experience developing projects from conceptual design through construction documentation and construction administration. He is currently working through the Architectural Experience Program and the Architectural Registration Exams required for licensure as an architect. His passion is to design and develop clear architectural solutions based on the client's functional and aesthetic needs that promotes an engaging interaction between the user and the built environment.

EDUCATION

Master of Architecture
North Carolina State University
Raleigh, North Carolina, USA

Bachelor of Science in Architecture
Lawrence Technological University
Southfield, Michigan, USA

Associate of Architectural Construction
Technology
Baker College
Muskegon, Michigan, USA

AFFILIATIONS

American Institute of Architects (AIA),
Associate

TENURE WITH GHAFARI

7 Years

REPRESENTATIVE EXPERIENCE

CITY OF KENTWOOD

Public Works Building
Kentwood, Michigan, USA
83,000 SF

CITY OF KENTWOOD

Fire Station Expansion + Renovation
Kentwood, Michigan, USA
15,000 SF

NORTHPOINTE BANK

Operations Center
Grand Rapids, Michigan, USA
91,000 SF

NEW YORK LIFE INSURANCE

Bridgewater Place Tenant Improvements
Grand Rapids, Michigan, USA
11,600 SF

FOX SUBARU

New Dealership
Grand Rapids, Michigan, USA
28,000 SF

920 N. FAIRVIEW

New Office Building Addition
Grand Rapids, Michigan, USA
9,500 SF

1925 ENTERPRISE

Office Renovation
Twinsburg, Ohio, USA
5,000 SF

ADVANTAGE BENEFITS GROUP

New Office
Grand Rapids, Michigan, USA
6,500 SF

BEACON HILL

B-Wing Addition
Grand Rapids, Michigan, USA
1,500 SF

BEACON ROOFING

Office Renovation
Grand Haven, Michigan, USA
2,000 SF

GRAND WEALTH MANAGEMENT

Office Renovation
Grand Rapids, Michigan, USA
5,400 SF



Ely LaBerge, PE, LEED AP BD+C

MANAGER OF SUSTAINABILITY

Ely has been helping clients save energy for over a decade, and has extensive experience and educational training in energy design analysis. By implementing strategies that utilize energy-saving HVAC designs and controls, he pursues his goal of improving human interaction with the environment while lowering project costs and optimizing energy efficiency. He is skilled in retrocommissioning, energy modeling and reporting, determination and application of energy conservation measures, LEED Sustainability consulting, and an unending drive to learn and foster the growth of his teammates.

EDUCATION

Master of Science, Mechanical Engineering
Washington University in St. Louis
St. Louis, Missouri, USA

Bachelor of Science, Mechanical Engineering
Washington University in St. Louis
St. Louis, Missouri, USA

Bachelor of Arts, Mathematics
Lewis and Clark College
Portland, Oregon, USA

REGISTRATIONS

Professional Engineer (MO)

Leadership in Energy and Environmental
Design Accredited Professional Building
Design and Construction (LEED AP BD+C)

AFFILIATIONS

American Society of Heating, Refrigerating,
and Air Conditioning Engineers (ASHRAE)

TENURE WITH GHAFARI

3 Years

REPRESENTATIVE EXPERIENCE

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

MEP, Building Automation +
Exterior Upgrades
Energy Efficiency Opportunities
Detroit, Michigan, USA
23 Schools

UNIVERSITY OF MISSOURI COLUMBIA

Quarterdeck Building HVAC Upgrade
Energy Model
Columbia, Missouri, USA

WASHINGTON UNIVERSITY IN ST. LOUIS

Athletic Complex Retrocommissioning
St. Louis, Missouri, USA

ULTIUM CELLS

Battery Manufacturing Plant
Lansing, Michigan, USA
2.8 million SF

6K ENERGY PLUSCAM

Battery Material Production Plant
Energy Model
Pursuing LEED Certification
Jackson, Tennessee, USA
160,000 SF

GENERAL MOTORS

Orion Battery, Body and Assembly
Renovation + Addition
Orion Township, Michigan, USA
6.5 million SF
3 million SF Addition
3.5 million SF Renovation

GENERAL MOTORS/ SAMSUNG SDI

Electric Vehicle Battery Plant Energy
Study + Optimization Strategies + Low-
Carbon Technologies
New Carlisle, Indiana, USA
3.4 million SF

GENERAL MOTORS

Battery Cell Manufacturing Facility Energy
+ Sustainability Study
Technology + Design Strategies to
Optimize the Energy Efficiency and
Decarbonization of All Future GM Battery
Cell Manufacturing Plants
Warren, Michigan, USA



Mark Kiemel, P.E.

STRUCTURAL ENGINEER

Mark is a licensed professional engineer with over 10 years of structural design experience for the architectural, industrial, and construction sectors. He is proficient in structural analysis and inspection, with extensive technical knowledge of steel, concrete, wood, and masonry building systems. Mark utilizes his knowledge to provide structural solutions for multi-story office and residential buildings, industrial complexes, and healthcare facilities.

EDUCATION

Bachelor of Science in Engineering, Civil and
Environmental Concentration
Calvin College
Grand Rapids, Michigan, USA

REGISTRATIONS

Professional Engineer (MI)

TENURE WITH GHAFARI

3 Years

REPRESENTATIVE EXPERIENCE

CITY OF KENTWOOD

Public Works Building
Kentwood, Michigan, USA
83,000 SF

CITY OF KENTWOOD

Fire Station Expansion + Renovation
Kentwood, Michigan, USA
15,000 SF

AMERICAN SEATING COMPANY

New Manufacturing + Office Facility
Grand Rapids, Michigan, USA
175,000 SF

OLIVIER VANDYKE INSURANCE

Office Renovation + Addition
Grand Rapids, Michigan, USA
10,000 SF

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

Cody High School New Build + Demolition
Detroit, Michigan, USA
125,000 SF

SOUTHWEST AIRLINES

Technical Ops Building Visitor Entry
Remodel
Dallas Love Field Airport, Texas, USA
600 SF

MSI SURFACES

Showroom + Office + Warehouse
Renovation
Grand Rapids, Michigan, USA
50,000 SF

DP FOX KIA HYUNDAI

Dealership Renovations
Grand Rapids, Michigan, USA

LG ENERGY SOLUTION

Battery Campus Kitchen Renovation
Holland, Michigan, USA
512,000 SF

FIRST SOLAR

Module Manufacturing Plant AGV
Addition
Walbridge, Ohio, USA
32,000 SF



Don Vercruysse

Principal / Estimating Practice Leader

BS Michigan State University

MBA Wayne State University

Don has dedicated his career to the development and construction of World Class Facilities and has provided his expertise nationally to clients on both small and large-scale projects. His focus is on providing a collaborative atmosphere and goal-oriented leadership. Twenty-five years of industry training and diverse experience will bring valuable evaluation and knowledge to your project.

Don currently manages our estimating practice and acts as a project executive on key projects. He has led the estimating team on a wide variety of projects from Arenas to Industrial Auto Manufacturing Plants, with single project values nearing a billion dollars. As a Project Executive, Don has managed projects across the United States totaling hundreds of millions of dollars. Prior to his role at Mark Allan & Associates, Don headed Chicago operations at one of the largest commercial contractors in Michigan.

Don has been involved in millions of square feet of office, manufacturing, restaurant, laboratory, retail, resort, hospitality, and arena work across the United States.

Will Schmidt

Principal, Senior Cost Estimator

BS Michigan State University

As a Senior Level Estimator, Will can involve his experience in preconstruction, as well as oversight and management of every phase of a construction project, from planning to delivery and closeout. Will began his career in a large-scale interior construction firm and has built his reputation on managing development construction at an executive level.

Will has estimated, managed, and completed millions of square feet of commercial projects across the United States.

Michigan Central Corktown Detroit – Cost Estimating
Phoenician Resort Scottsdale – Cost Estimating
Detroit Zoo – Polk Exhibit Cost Consultation
Brose – Manufacturing Facility Cost Estimating
Dearborn Veterans Memorial – Cost Estimating
Hilton – Vancouver Washington Cost Estimating/Project Management
Marriott Suites – Downers Grove Project Management
Marriott Suites Rooms Renovation/Fitness Facility – O'Hare Project Management
Bakersfield Arena – Cost Estimating
Breslin Center Arena – Cost Estimating

John VerPlank, PE

Project Manager

As a responsible and strategic professional, John specializes in achieving results by quickly understanding the big picture and applying analytical insights to drive success. He has a personable demeanor, strong leadership skills, and excels at guiding his site development team to achieving solid results.

His expertise lies in the site entitlement process, project feasibility, and site civil engineering design where he brings a well-structured approach to civil and site engineering concepts. From tight urban sites to undeveloped areas, he thrives in diverse environments, managing budgets effectively, and ensuring projects are executed soundly.

With a proven track record of success, he is committed to delivering exceptional results while maintaining a focus on innovation and efficiency. He is passionate about contributing to projects that positively impact communities and drive sustainable growth.

Representative Projects

- Cascade Township Fire Station
- DeWitt Township Fire Station
- Grand Rapids Fire Training Facility (in design)
- Grand Rapids Home for Veterans
- Chesterfield Township Home for Veterans
- MDOC Green Oaks Training Facility
- Handlon Correctional Facility Vocational Village
- Midland Armory Building/Parking Expansion
- Kalamazoo Township Public Safety Building (in design)
- Kalamazoo Eastwood Fire Station Building (in design)
- Kent County Youth Fair Complex Design and Campground
- Delta Collage in Midland - new building
- Parnall Correctional Village Diesel Tech Vocational Village
- Okemos Public School Middle School Improvements
- Delta College in Midland - New Building
- Kalamazoo Public Schools New Chime Kitchen Facility
- Kalamazoo Public Schools Woods Elementary Improvements



Education

Bachelor of Science, Civil Engineering
University of Michigan, 1998

Registrations

Engineering Michigan, 2003

Certifications & Training

LEED® Accredited Professional,
U.S. Green Building Council

Professional Activities

Montcalm Economic Alliance
ACE Mentor Program of West Michigan

Professional History

Prein&Newhof, 2015-Present
27 years in Industry

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory

Paul Reinhold, PLA, NGICP

Project Manager

Paul joined our team in 2017 and brought with him a wealth of experience in site planning, design, and landscape architecture. He excels in a team setting and has a talent for coordinating the efforts and schedules of team members and related disciplines. With a strong focus on client satisfaction, Paul consistently builds and maintains positive relationships, ensuring that all project needs and deadlines are met.

In addition to his excellent project management skills, Paul has advanced technical capabilities, including proficiency in AutoCAD/Civil3D, Adobe Photoshop, InDesign, and Microsoft Office software. His comprehensive understanding of these tools has proven to be a valuable asset to our team, contributing to the successful completion of numerous projects.

Representative Projects

- Grand Rapids Home for Veterans: 128 Bed Facility
- Chesterfield Home for Veterans: 128 Bed Facility
- MDOC Training Center in Green Oaks
- Delta College in Midland – New Building
- City of Muskegon: Lakeshore Drive Reconstruction & Streetscape
- Village of Vicksburg: Prairie and Main Street Streetscape
- City of Buchanan: Downtown Infrastructure Improvements
- City of Coopersville: Walk Thru Park Site Improvements
- City of Hart: Pocket Park
- City of Ludington: Legacy Plaza – CDBG Improvements
- City of Whitehall: North Mears Parking Lot and Pavilion
- Allendale Charter Township: Community Park and Sport Courts
- Covenant Christian High School: Gymnasium – Applied Arts – Auditorium
- Catholic Secondary Schools, Grand Rapids: High School Stadium/Athletics Complex
- East Grand Rapids Public Schools: Canepa Tennis Center Renovation
- Greenville Public Schools: High School Stadium/Athletics Complex



Education

Bachelor of Science,
Landscape Architecture
Purdue University, 1987

Registrations

Landscape Architect Michigan,
2006

Certifications & Training

LEED® Accredited
Professional, U.S. Green
Building Council
National Green Infrastructure
Certification Program

Professional History

Prein&Newhof, 2017-Present
37 years in Industry

Prein&Newhof
Engineers • Surveyors • Environmental • Laboratory



PERSONAL PROFILE

Michael has a background in MEP trades and Project Management since 2013. After completing his HVAC apprenticeship, he went on to Project Management of many different types of facilities such as military, retirement, healthcare, and education. He then spent some time in estimating before making his way to our engineering team managing our GFS projects.

EDUCATION

Virginia Apprenticeship Council
Baker College of Owosso:
General Education for Architecture

CONTACT

✉ [mjacobson@e3msolutions.com](mailto:mjacobs@e3msolutions.com)



MICHAEL JACOBS

ENGINEERING PROJECT MANAGER

SKILLS

- Mechanical, Electrical, and Plumbing Project Manager .
- Communication.
- Organization.

PROJECT EXPERIENCE

Stryker Medical GGO – Portage, MI

- 300,000 Sq Ft Manufacturing addition with Cafeteria and Athletic Courts.

Foreign Affairs Security Training Center Blackstone, VA (Phase 1)

- FAST-C purpose is to take 10 training locations across the United States and Combined them into one location.

Bachelor Enlisted Quarters – Yorktown, VA

- 110 room Marine Corps barracks with heavy pre-fabrication.

Project Buzzard (Niagara Bottling LLC) – Chesterfield, VA

- Largest Facility built in the shortest time frame for GC that had a national account with Niagara and followed them across the United States to build their facilities.



PERSONAL PROFILE

Dan has background in mechanical engineering design and energy management. He has worked in many different types of facilities, including commercial, industrial, institutional, and municipal projects that include boilers, chillers, HVAC, lighting, compressed air and building automation systems. Dan has been with E3M Solutions since August of 2019.

EDUCATION

Perdue University
Bachelor's in Mechanical Eng

CONTACT

✉ dperron@e3msolutions.com



DAN PERRON, P.E.

MECHANICAL ENGINEER

SKILLS

- Experience working through mechanical system analysis.
- Water heating & chilling, domestic hot & cold water, equipment selection, and energy modeling.
- Energy efficiency and optimization driven individual with experience in energy audits, life-cycle analysis, and energy savings calculations.

PROJECT EXPERIENCE

Roskam Baking Co - Grand Rapids, MI

- Mechanical system design and engineering for production facility renovation to improve and meet new standards of required airflow, temperatures, and humidity.

Gordon Food Service - Midwestern U.S.

- Designed and engineered complete HVAC system, including integration for both new and existing stores.
- System designs also included the dehumidification systems for food and cooler applications.

SunMed - Walker, MI

- Engineered mechanical system for office renovation including office space, break room, bathrooms, and kitchen.

Grand Rapids Fire Department - Grand Rapids, MI

- Designed and engineered the replacement of several mechanical HVAC units.
- Developed specification and direction for the upgrade of the Building Management System.

City of Kentwood 2021 Boiler Upgrades - Kentwood, MI

- Designed and engineered the upgrade of boilers at City Hall and the Justice Center.



ERIC BALL

PLUMBING ENGINEER

PERSONAL PROFILE

Eric has a background in plumbing design, mechanical design, and BIM coordination. He has worked on many different types of projects across the state, including commercial, industrial, institutional and municipal. These projects include domestic water, sanitary and storm systems, HVAC, hydronic piping, medical gases, fuel gas systems, process piping, and fire protection systems.

EDUCATION

Calvin University
Bachelor's in Mechanical Eng

CONTACT

 eball@e3msolutions.com



SKILLS

- Experience working through plumbing design with specialty on commercial and industrial food processing.
 - Water heating & chilling, domestic hot & cold water, process piping, grease interceptor, refrigeration, and sanitary system design.

PROJECT EXPERIENCE

Gordon Food Stores - Midwestern United States

- Plumbing design for new Gordon Food Store including complete kitchen lay out, bathroom piping, grease interceptors, and condensate drainage systems.
- Collaboration with refrigeration team for coordination of refrigerant piping and drainage.

Pinerest Kitchen Remodel - Grand Rapids, MI

- Designed the plumbing system for the renovation of commercial kitchen and kitchen addition.
- Includes the redesign of grease interceptor system, as well as water & sanitary system.

ZonVos Residential - Winter Park, FL

- Designed and engineered the plumbing for commercial kitchen including hot and cold water systems, and sanitary system.

Animal Hospital - Byron Center, MI

- Designed and engineered the plumbing system for hot & cold water, sanitary, and the med-gas system, including:
 - Vacuum, salvage, oxygen & NO2 system.



PERSONAL PROFILE

Lucas has a background in electrical and controls engineering including over seven years of experience in electrical design. He has worked on a range of building types including K-12, higher education, municipal, fire stations, offices, retail, multi-family, athletic facilities, and mixed-use. Projects have included power distribution, lighting, emergency and standby power systems, data communications, intercommunications, clock systems, sound masking, access control, intrusion detection, video surveillance, and fire alarm.

EDUCATION

Calvin University
Bachelor's of Science in Eng
with Electrical Concentration

CONTACT

✉ ltenbrink@e3msolutions.com



LUCAS TENBRINK, P.E.

ELECTRICAL ENGINEER

SKILLS

- Electrical drawings and specifications including lighting, power distribution, communications, security, and fire alarm.
- Power distribution studies including short circuit studies, arc flash hazard analysis, and coordination studies.
- Lighting Photometrics.

PROJECT EXPERIENCE

City of Holland Waverly Fire Station- Holland, MI

- Space Types: Vehicle bay, sleeping quarters, training tower, officer and reporting offices.
- Power Systems: Standby generator, emergency lighting central inverter, central UPS.

Flint YMCA - Flint, MI

- Space Types: Apartments, natatorium, steam room, sauna, gymnasium, fitness spaces, indoor track, physical therapy, classrooms.
- Power Systems: Emergency and standby generator, emergency lighting central inverter.

Barber Ford EV Charging - Holland, MI

- Power Systems: DC and AC fast charging

John T. Kirby, P.E.
1700 Ricky Drive
Muskegon, MI 49445

EDUCATION

Michigan Technological University, Houghton, Michigan
Bachelor of Science, February 1994

Major Field: Electrical Engineering
Concentration: Power and Machinery
Professional Status: Licensed Professional Engineer – State of Michigan

**PROFESSIONAL
EXPERIENCE**

Newkirk Electric Associates / Theka Associates, Muskegon, MI
President of Engineering, January 2016 to Present
Assistant Engineering Manager, July 2008 to January 2016
Professional Engineer, April 1998 to Present.
Electrical Engineer, March 1994 to April 1998

- Construction specification writing for bid use and construction guidelines, including complete electrical substations, substation control panels, lighting renovations, and existing electrical renovations.
- Construction project management with bidding support for complete utility construction including substation construction, electrical control construction, and retrofitting of electric generation facilities.
- Design and manage construction of industrial electrical expansions including 15kV, 5kV, and low voltage distribution systems. Incorporating substations, medium voltage switchgear, motors, as well as cogeneration facilities.
- Design and coordinate relay protection systems utilizing fusing, electromechanical, and microprocessor based relaying for the protection of transformers, generation, primary transmission, and secondary distribution.
- Complete system studies including electrical loading, future capacity, and short circuit studies of large plant and utility distribution systems.
- Perform project installations, equipment startup, process troubleshooting, facility systems checkout, and equipment calibration ranging from metering control loops to utility grade relay systems.
- Design systems to improve customer efficiencies including power factor correction with harmonic filtering for utility and industrial customers.
- Perform standard and emergency troubleshooting capabilities for electrical distribution, generation, and end use equipment.

Michael L. Cannady, P.E.

(231) 724-4016 – Office

(231) 206-0769 – Cell

mlcannady@theka-engineering.com

QUALIFICATIONS

Licensed Professional Engineer, Michigan – No. 6201043948

Licensed Professions Engineer: Nevada, Florida, Massachusetts, Illinois

**EDUCATION /
TRAINING**

Western Michigan University, Kalamazoo, MI

April 1993

- Bachelor of Science
 - Major Field – Electrical Engineering
 - Minor Field – Mathematics
 - Concentration – Communications & Control Systems

Additional Training:

NABCEP (North American Board of Certified Energy Practitioners) – Certified Installer, Certification No. PV 032611-58

**PROFESSIONAL
EXPERIENCE**

Newkirk Electric Associates, Inc. , Muskegon, MI

Professional Engineer. June 1996 – Present

- Electrical and solar design and consulting for 200KW Arlington Solar Plant, Arlington (GA); 4.2 MW Edgeboro Solar Facility (NJ) and 2MW Air Products Solar Farm (PA)
- Design and turnkey responsibilities for 11.5MW diesel/natural gas powered generating facility. Mulvane Utilities Department, Mulvane, KS.
- Turnkey responsibilities for 3.2MW diesel powered generating facility. Perform equipment receipt acceptance testing, operational testing, coordination with utility and engineering to energize facility. City of St. Louis, MI.
- Designed and implemented a power plant SCADA monitoring and load display system utilizing Ethernet and Modbus standard protocols. City of Croswell, MI.
- Redesigned and implemented a citywide SCADA power monitoring system utilizing Modbus standard protocols. City of Hart, MI.
- Designed and implemented a power plant automated water level/pressure control system. Consumers Energy B.C. Cobb Plant, Muskegon, MI.
- Redesigned and implemented an automated flyash removal system.

03

Project Experience

PROJECT EXPERIENCE

We thoughtfully design public spaces that serve their communities.

We work with institutions at the local, state, and federal levels to create spaces that support communities. We understand that major investments of public funds should be treated with the utmost care. We help our government clients elevate their efficiency by employing advanced delivery methods that keep projects on schedule and on budget. Whether we're designing a dynamic community center or restoring an iconic government building, we tailor the project and process to allow our clients to focus on their mission: serving the public good.

Our experience most relevant to the City of Sturgis Electric Utilities Building is represented in the pages that follow. The projects shown that include inventory racking are the City of Kentwood DPW and DP Fox Subaru dealership.





City of Kentwood Public Works Renovation + Expansion

UNDERSTANDING THE CHALLENGE

The City of Kentwood is a growing community with an increasing need for public services that require more staff and equipment. The City hired Ghafari to analyze the Department of Public Works (DPW) complex and develop master planning goals for the undersized facility, along with improvements at an adjacent fire station, Fire 1.

TAILORING THE SOLUTION

The Ghafari team provided planning services for the DPW facility and Fire 1. We identified a planning budget, immediate and future priorities, and a recommended implementation schedule for building improvements.

The DPW renovations and additions include public waiting area safety improvements, flex space with modular workspace design, separation of internal and external meeting areas, locker rooms and fitness space, and added offices to reduce shared space constraints. The vehicle storage addition and deferred upkeep repairs are planned for the maintenance areas, including replacement of trench drains, improved ventilation for fabrication workspaces, and relocated racking of warm storage to gain back parking. The new design provides enhanced efficiencies for operations, reduced energy use, and preferential safety for staff and visitors.

SUPPORTING WHAT MATTERS

Our team was able to reimagine the existing footprint of the DPW complex, adding flexible and supportive space that contributes to the wellbeing of City employees while enriching the community. Ghafari is currently documenting the design for construction.

KENTWOOD, MICHIGAN

PROJECT SIZE

DPW Complex: 31,700 SF Addition
Fire Station 1: 2,300 SF Addition + Renovation
Office: 3,463 SF Addition
Vehicle Storage: 31,006 SF Addition
Outdoor Material Storage Building: 4,000 SF

SERVICES

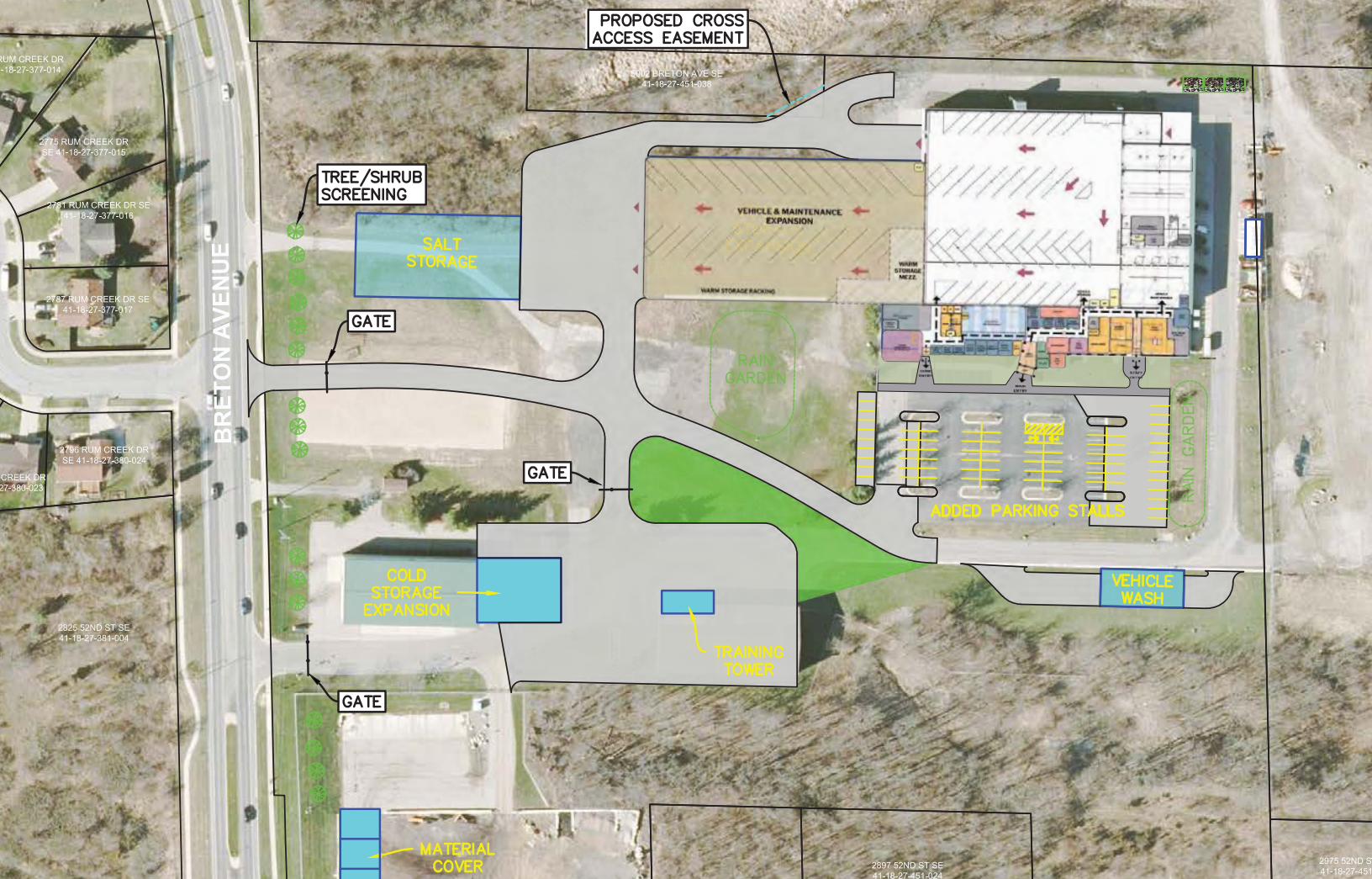
- Programming
- Planning
- Architecture
- Interior Design
- Civil
- Mechanical
- Plumbing
- Electrical
- Cost Estimating

PROJECT COST

Office Renovation + Addition: \$3.9 million
Vehicle Maintenance Renovation + Addition: \$8.9 million
Fire Station 1: \$727,613 GC bid

SCHEDULE

Planning + Design 2022 - 2024
DPW Construction: in-progress
Fire Station 1 Construction: 2024





Redford Township North Fire Station

UNDERSTANDING THE CHALLENGE

Ghafari (formerly NSA) was engaged by Redford Township in 2020 to design their North Fire Station to accommodate an increased demand for emergency services due to Township population growth.

TAILORING THE SOLUTION

Designed with full-time personnel in mind, the facility includes four apparatus bays, kitchen, dining, bunk rooms, workout room, lockers, and support areas. The station is designed to allow for the privacy of the fire fighters' living area while the front office conducts routine business. The station's emergency alert system includes wall monitors, warning lights, and a public address system.

Located in a residential district, the building architecture includes neighborhood appropriate exterior building finishes and provides multiple levels of screening, full-light folding garage doors, landscaping, and suitable detailing. The highly efficient design of the building envelope is complemented with LED lighting throughout, including a light harvesting system and variable air volume HVAC system for maximum flexibility with comfort controls.

SUPPORTING WHAT MATTERS

The new fire station empowers staff to address the key needs and goals of the Township, including improved response times, enhanced safety and efficiency, and support for fire fighters.

REDFORD TOWNSHIP, MICHIGAN

PROJECT SIZE

14,250 SF (1,324 SM)

SERVICES

- Programming
- Planning
- Architecture
- Interior Design
- Civil
- Structural
- Mechanical
- Plumbing
- Fire Protection
- Electrical
- Cost Estimating
- Scheduling
- Construction Administration

PROJECT COST

US \$5.4 million

SCHEDULE

Design 2021

Construction 2022





City of Novi Department of Public Services + Gun Range

In 2016, Ghafari (formerly NSA) was hired to assess the original Department of Public Services (DPS) building and to update the master plan. The city's primary goals were to expand and renovate the building to improve interaction with various departments within the DPS operations and with the public, and to incorporate sustainable practices for the site and buildings.

Our scope involved reprogramming and renovating the existing 28,850 SF building and designing a 40,300 SF addition for sequencing large road maintenance equipment. A new entry vestibule was added to the original building, and the exterior facade was completely updated. The new design also addressed security concerns while accommodating public access safely and conveniently. Extensive technology was incorporated throughout the facility to facilitate dispatching and monitoring of road crews responding to emergency repair and weather conditions. The building now accommodates the integration of various departments in an open concept design.

In addition to the work related to the DPS building, our team also designed a 2,750 SF addition to the city's existing gun range and renovated the remaining 5,230 SF.

NOVI, MICHIGAN

PROJECT SIZE

28,850 SF Renovation (2,680 SM)
40,300 SF Addition (3,700 SM)

SERVICES

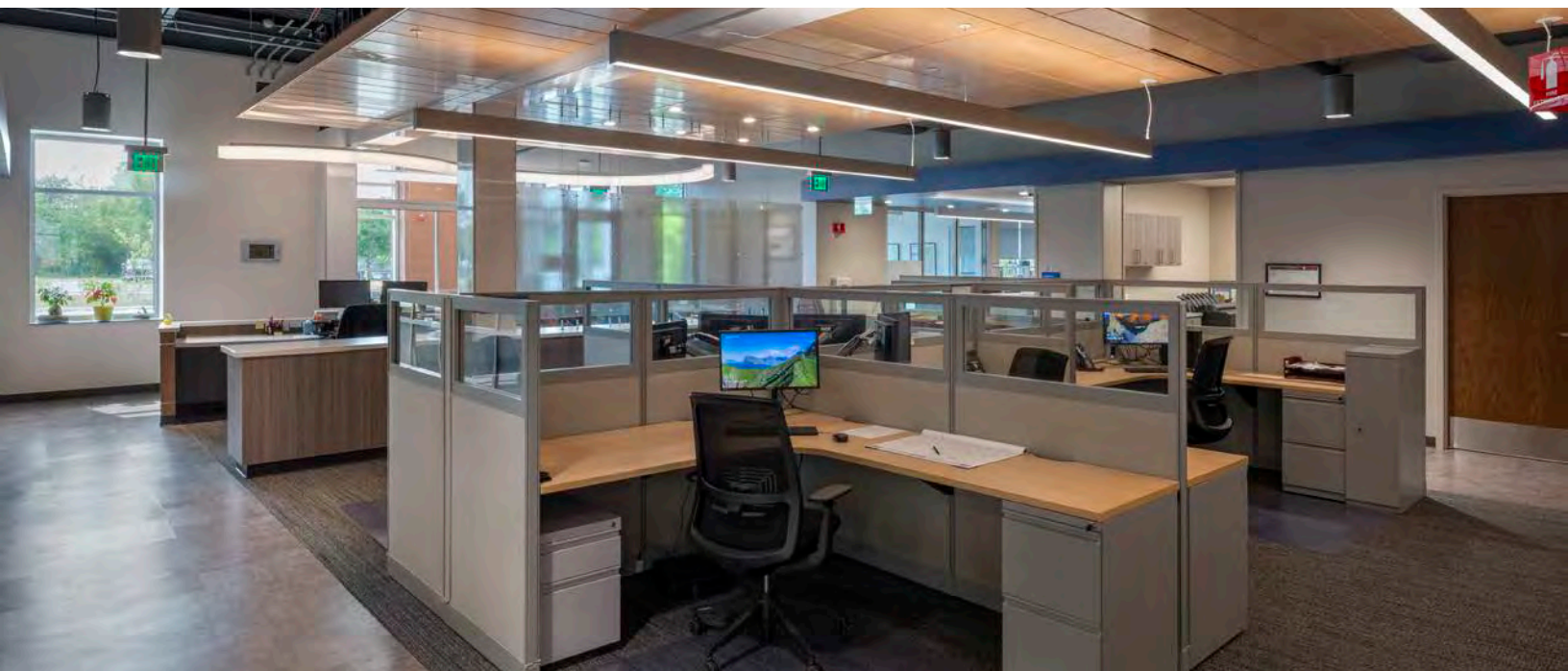
- Programming
- Planning
- Architecture
- Interior Design
- Civil
- Structural
- Mechanical
- Plumbing
- Fire Protection
- Electrical
- Security
- Scheduling
- Construction Administration

PROJECT COST

US \$9.98 million

SCHEDULE

Design 2016
Construction 2019





O'Hare Aircraft Rescue + Fire Fighting Station No. 2

UNDERSTANDING THE CHALLENGE

The O'Hare Modernization Plan offered the opportunity to reimagine a state-of-the-art Aircraft Rescue Fire Fighting (ARFF) Station to fulfill the need for both airport rescue and structural firefighting in one building.

TAILORING THE SOLUTION

The 26,800 SF facility integrates spaces for apparatus operations, training and administration, and firefighter housing and recreation. The apparatus bay is the spatial centerpiece of the plan, accommodating eight vehicles in a drive-through configuration. Adjacent is the watch room – the control center of the building – along with service shops and a hose-drying tower. These functions are separated from dormitories and offices but have direct accessibility through the building's main corridor.

Our team sought sustainable solutions to lower energy use. The building form features terracotta clad wings with multiple recesses, combined with glazed apparatus bay doors and skylights to invite natural sunlight inside.

SUPPORTING WHAT MATTERS

The ARFF Station syncs equipment, technology, and training to heighten functionality and efficiency, and reduce emergency response times.

CHICAGO O'HARE INTERNATIONAL AIRPORT, ILLINOIS

PROJECT SIZE

26,800 SF (2,500 SM)
2,500 SM (26,800 SF)

SERVICES

- Programming
- Planning
- Architecture
- Mechanical
- Electrical
- Data, Telecom, Security
- 3D BIM

SUSTAINABILITY

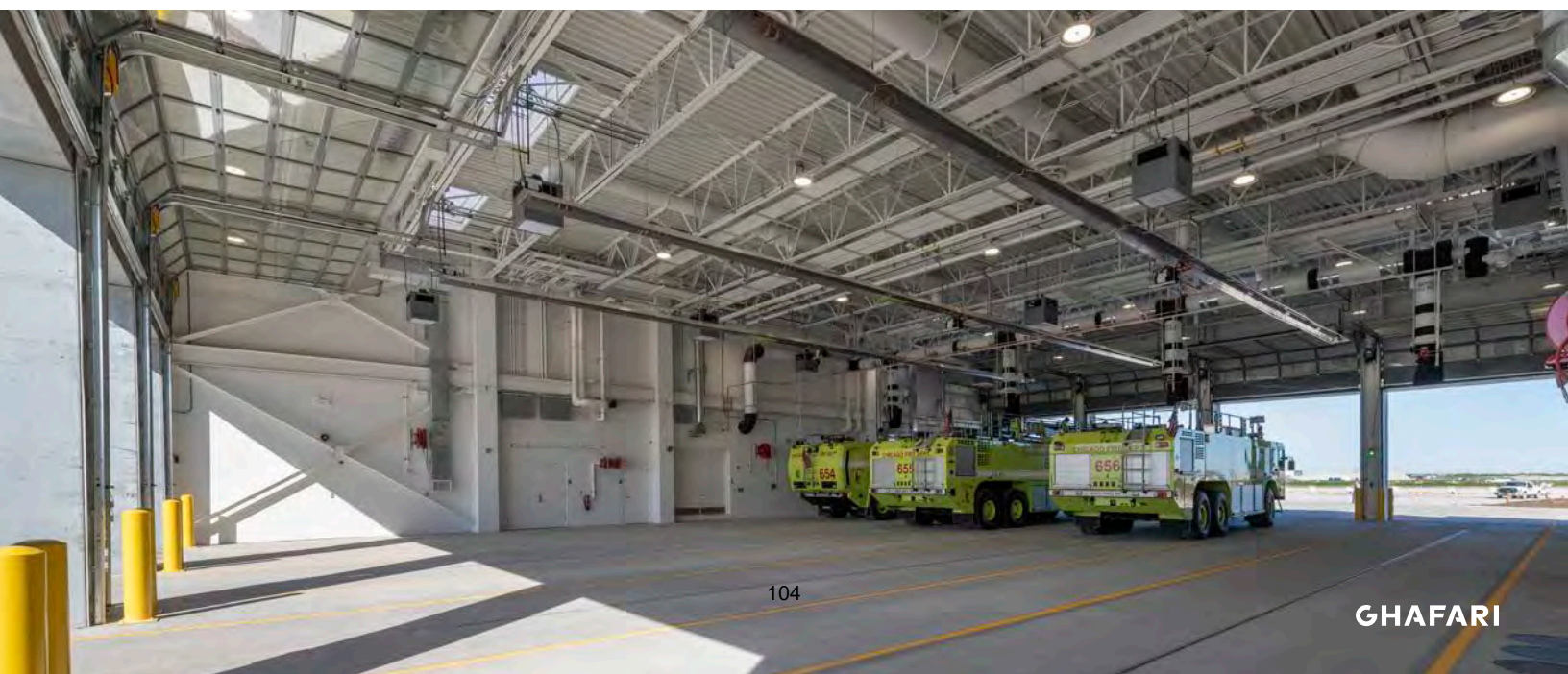
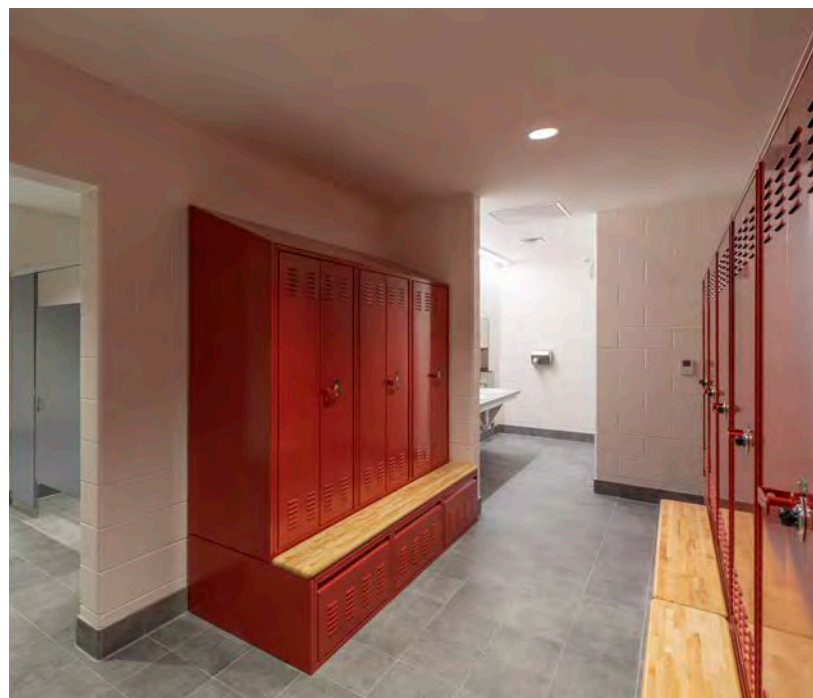
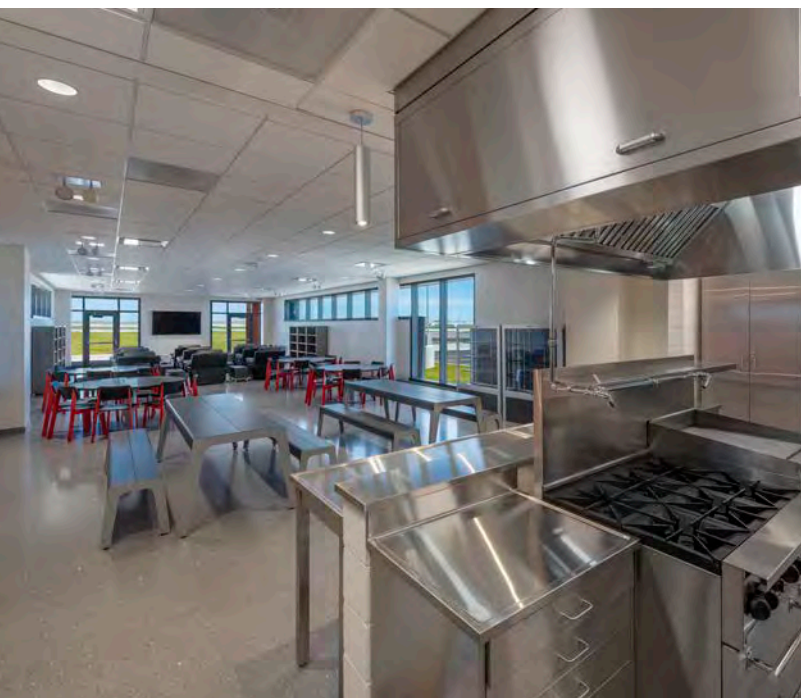
Designed to Achieve LEED Certification

PROJECT COST

US \$16 million

SCHEDULE

*Design 2011 - 2012
Construction 2018 - 2019*





GRCC Public Safety Training Facility

UNDERSTANDING THE CHALLENGE

Grand Rapids Community College (GRCC) is leading discussions about their plans to develop a comprehensive Public Safety training program and training center to serve West Michigan. This proposed project is in response to the evolving needs of local fire and police departments, and other public safety agencies.

TAILORING THE SOLUTION

To accommodate the needs of current and future safety professionals, the center will include classrooms, apparatus bays for public safety vehicles, a burn tower, firearm training range, emergency vehicle operations center, and a scenario village. We created a roadmap, guiding GRCC and their stakeholders in the future planning of this unique project. The roadmap begins with feedback recorded from collaborative stakeholder workshops and continues with a comprehensive feasibility study that transforms the owner's vision into a detailed program, concluding with blocking diagrams and a glimpse into a potential future layout.

SUPPORTING WHAT MATTERS

The final roadmap offers a framework for creating a connected and hands-on training environment that is both a flexible and cost-effective solution for the future of public safety training in Grand Rapids.

GRAND RAPIDS, MICHIGAN

PROJECT SIZE

115,000 SF (10,683 SM)

SERVICES

- Programming
- Planning
- Architecture

SCHEDULE

Study 2022



University of Alabama Automotive Services Building

UNDERSTANDING THE CHALLENGE

To shorten the maintenance and repair times for their fleet of vehicles, the University of Alabama (UA) decided to build a new automotive services building. Located on the main campus, the new facility provides comprehensive maintenance and repair services for all university-owned vehicles on-site – resulting in quicker services and better mobility for the University’s logistics and facility maintenance staff.

TAILORING THE SOLUTION

By leveraging our deep knowledge of automotive facilities, we were able to build several efficiencies and lean processes into the facility’s design. Through weekly meetings with the team and UA, we drew on our experience designing automotive maintenance, retail, and industrial facilities with similar systems and equipment. We also applied our familiarity with storage occupancies code regulations for fuels, oils, and contaminants to integrate client requirements, address any issues, and keep the project on schedule and budget.

SUPPORTING WHAT MATTERS

Through a lean and cohesive design strategy, we delivered an automotive maintenance and repair facility that supports UA’s mission of providing expert knowledge, state of the art equipment, and excellent customer service through their automotive services group.

TUSCALOOSA, ALABAMA

PROJECT SIZE
210,000 SF (19,510 SM)

SERVICES
– Architecture
– Interior Design
– Construction Administration

PROJECT COST
US \$2.6 million

SCHEDULE
Design 2017
Construction 2018



Fox Subaru Dealership

UNDERSTANDING THE CHALLENGE

Fox Subaru is part of the Fox family of auto dealerships in the Grand Rapids, Michigan area. The existing Fox Subaru dealership previously designed by Ghafari was transitioned to be the Fox Pre-Owned, Certified Subaru dealership and shares vehicle maintenance functions with the new, adjacent Fox Subaru facility, which was conceived to directly meet the growing demand for the Subaru brand in the region.

TAILORING THE SOLUTION

The new facility – the largest Subaru dealership in the Midwest – neighbors the original Subaru site but offers an expansive service area providing the added support needed for a seamless customer experience. The facility boasts over thirty service bays, outdoor display area, tires and quick oil change service space, dog park, and a main sales area with a showroom, new vehicle delivery, and business support spaces. Ghafari's team of designers planned for the rapidly changing auto industry and the transition of the facility to the future needs of electric vehicles.

SUPPORTING WHAT MATTERS

With the customer experience at the forefront of our design decisions, visitors have many lush comforts available to them. The main waiting area features a fireplace and living greenwall. There is also a separate quiet space for those who need to work or prefer a toned-down environment. An on-site dog park offers four-legged companions their own waiting area as well.

GRAND RAPIDS, MICHIGAN

PROJECT SIZE

49,603 SF (4,608 SM)

SERVICES

- Programming
- Planning
- Architecture
- Interior Design
- Structural
- Mechanical
- Plumbing
- Fire Protection
- Electrical
- Data, Telecom, Security
- Industrial
- Process
- BIM Integration
- Construction Administration

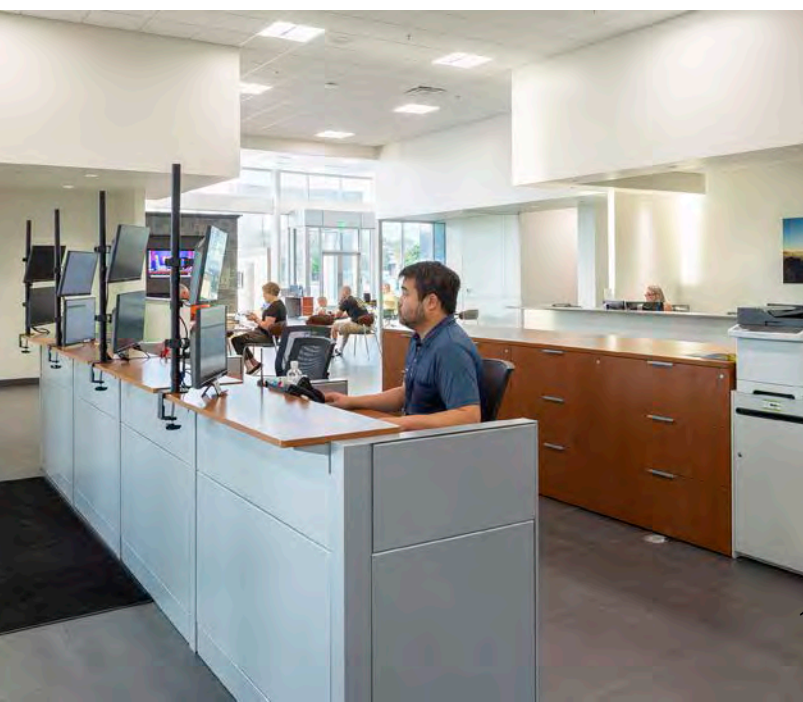
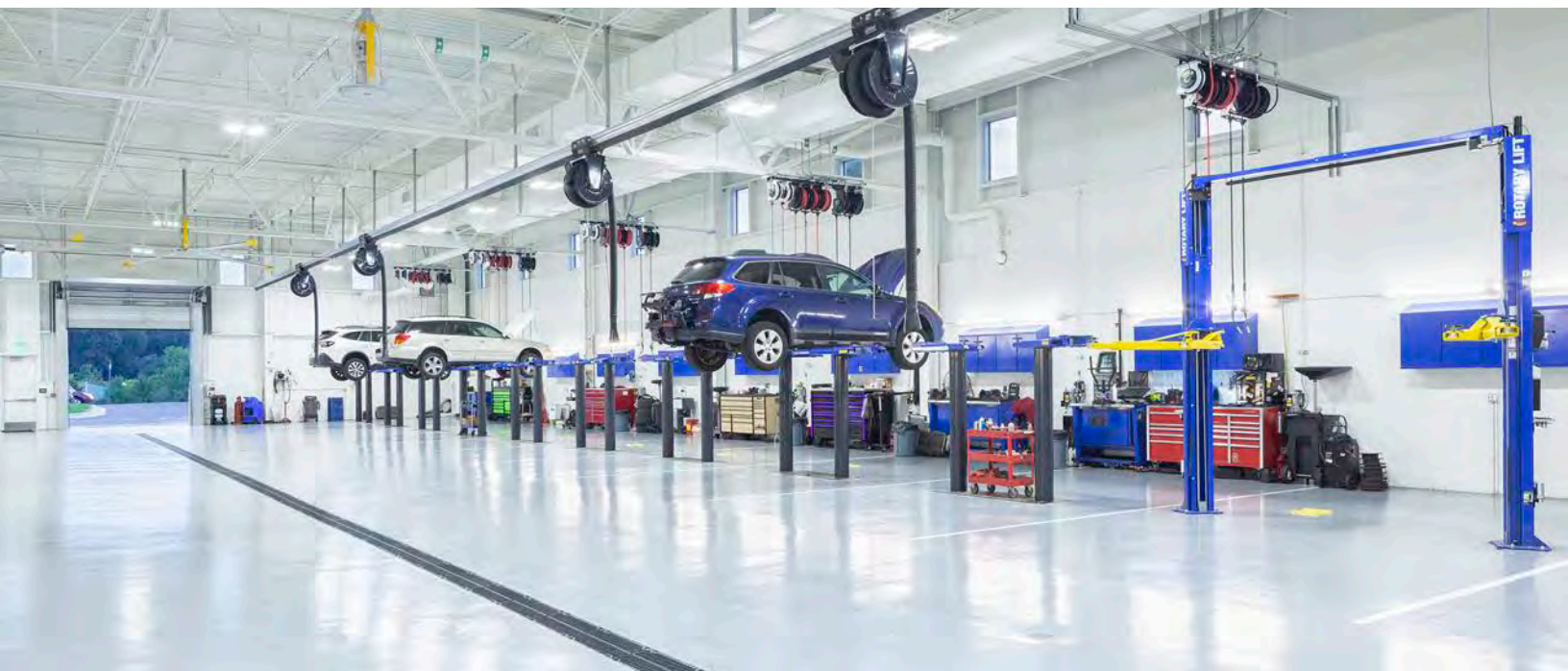
PROJECT COST

US \$11.9 million

SCHEDULE

Design 2021

Construction 2022





Southwest Headquarters NOC Center Expansion

UNDERSTANDING THE CHALLENGE

Southwest Airlines (Southwest) sought to give a sustained boost to their mission of upholding their low-cost advantage while maintaining safety, quality, and reliability by expanding and renovating their Network Operations Control (NOC) Center. The nerve center of the entire airline, the NOC carries out major operational decisions and coordination to keep the airline running.

TAILORING THE SOLUTION

The multi-phase effort includes a complete re-design of levels 1 and 2 utilizing Southwest's facility standards and branding, and construction of a new entrance into the NOC spaces. The direct entrance features a glass curtain wall to bring light into the lobby, and a gallery showcase to add graphic interest to the space.

Since the facility is operational 24/7 and the office spaces have no available daylight, our team developed strategies to create a balance in the lighting between the different areas and integrate it into the project vision. Indirect linear lights are used in open spaces and illuminate the sculptural ceilings, perimeter lights accent the walls, color-changing lights help maintain focus, and artificial skylights stimulate people in the same way daylight would. In addition, improvements to the HVAC system are planned to achieve a comfortable environment throughout the Center.

SUPPORTING WHAT MATTERS

Once completed, the cutting-edge NOC Center will enable Southwest to continue to deliver the high levels of service and satisfaction that their customers expect.

DALLAS, TEXAS

PROJECT SIZE
107,480 SF (9,985 SM)

SERVICES

- Programming
- Planning
- Architecture
- Interior Design
- Civil
- Structural
- Mechanical
- Plumbing
- Fire Protection
- Electrical
- Data, Telecom, Security
- BIM Integration
- Construction Administration

PROJECT COST
US \$50 million

SCHEDULE
Design 2023 – 2024
Construction in-progress





WACO Aircraft Corporation Facility Expansion

UNDERSTANDING THE CHALLENGE

WACO Aircraft Corporation, the world's leading manufacturer of sport biplanes, was looking to expand their operations and provide a more modern, comfortable fixed-base operator (FBO) for their private aviation clientele in the Battle Creek area. This addition became necessary in order to support a new aircraft and product line.

TAILORING THE SOLUTION

Our team designed an 80,000 SF expansion to their existing space, which includes two new large service hangars with "vintage look" facades, a fabrication shop, engine assembly shop, restaurant, FBO, and engineering office space to accommodate for future growth. Our design also provides a graphic wall depicting their engineering drawings, visible as customers enter from the street side and make their way up to the restaurant.

SUPPORTING WHAT MATTERS

With the completion of the expansion, the client is able to attract more potential customers through many of the modern design aspects of the facility, which highlight the beauty and grace of the WACO aircraft.

BATTLE CREEK EXECUTIVE AIRPORT, MICHIGAN

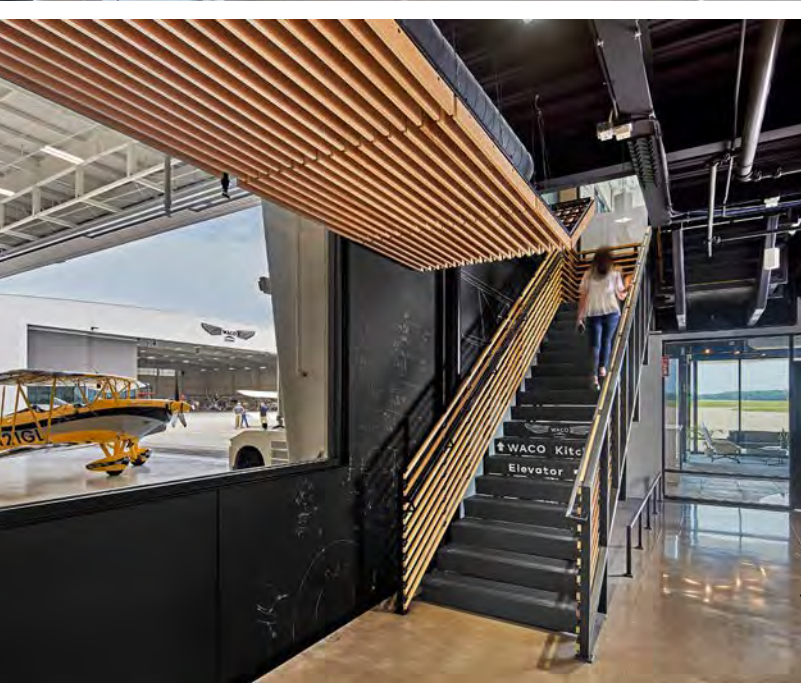
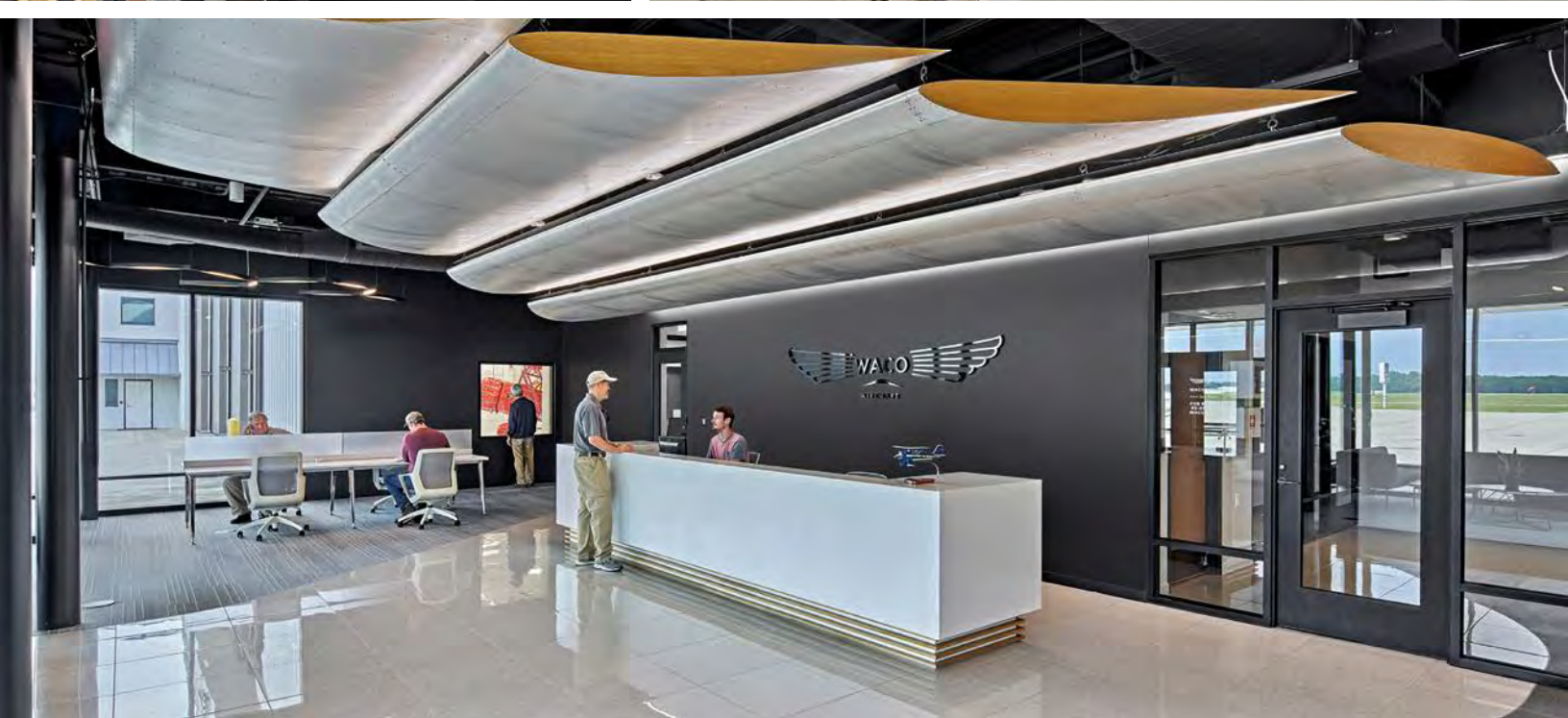
PROJECT SIZE
80,000 SF (7,400 SM)

SERVICES

- Programming
- Planning
- Architecture
- Interior Design
- Civil
- Structural
- Mechanical
- Plumbing
- Fire Protection
- Electrical
- Data, Telecom, Security
- Construction Administration

COST
\$18 million

SCHEDULE
Design 2019
Construction 2021





Toyota Solar Array Fields

UNDERSTANDING THE CHALLENGE

As part of Toyota's Environmental Challenge 2050, an initiative with the stated goal of zero CO2 emissions from Toyota vehicles by 2050, the automaker is installing solar panel systems at three locations: their manufacturing facilities in Huntsville, Alabama and Buffalo, West Virginia, along with a Boding Aluminum Inc. facility in Troy, Missouri. The solar panel fields will feed energy into these plants, helping to reduce the environmental burden caused throughout an automobile's lifecycle.

TAILORING THE SOLUTION

Working with the client, Ghafari designed each field based on Toyota's specifications and evaluated each site to determine the optimal area for the solar arrays. Each solar field will feed energy into their respective plants, reducing the need for outside sources. In total, these solar arrays will offset approximately 6,480,000 kWh energy and reduce CO2 emissions by 4,304 metric tons per year.

SUPPORTING WHAT MATTERS

The new solar array fields support Toyota's Environmental Challenge 2050 as well as enable greater energy efficiency for each location, reducing each community's carbon footprint and contributing to a more sustainable future.

HUNTSVILLE, ALABAMA; BUFFALO, WEST VIRGINIA; TROY, MISSOURI

SERVICES

- Planning
- Architecture
- Design
- Civil

SCHEDULE

Design: 2019 – 2021
Construction: 2020-2021





First Solar PV Module Manufacturing Plant

UNDERSTANDING THE CHALLENGE

First Solar is the only US-headquartered company among the world's ten largest solar panel manufacturers. They are continuing to invest and innovate in clean energy solutions on American soil by building this complex, two-million SF facility. Through this design, the Ghafari team is supporting First Solar's goal of creating a more reliable, affordable, and secure energy future.

TAILORING THE SOLUTION

Early on in the construction phase, the Ghafari team worked with the steel fabricator, precast concrete fabricator, and the mechanical piping contractor to develop shop-fabricated, modular pipe rack sections that enabled the piping to be installed sequentially with the structural steel. This creative design solution allowed the contractor to perform work that is normally done at later stages of construction while creating a safer working environment.

SUPPORTING WHAT MATTERS

The design and construction innovations used throughout the project will allow First Solar to respond to growing demand and support their increased production goals more efficiently and safely when they commence operations in 2023.

LAKE TOWNSHIP, OHIO

PROJECT SIZE

2.08 million SF (633,984 SM)

SERVICES

- Architecture
- Structural

PROJECT COST

US \$380 million

SCHEDULE

Design 2021-2022
Construction 2021-2022



REFERENCES

Don't ask us, ask them.

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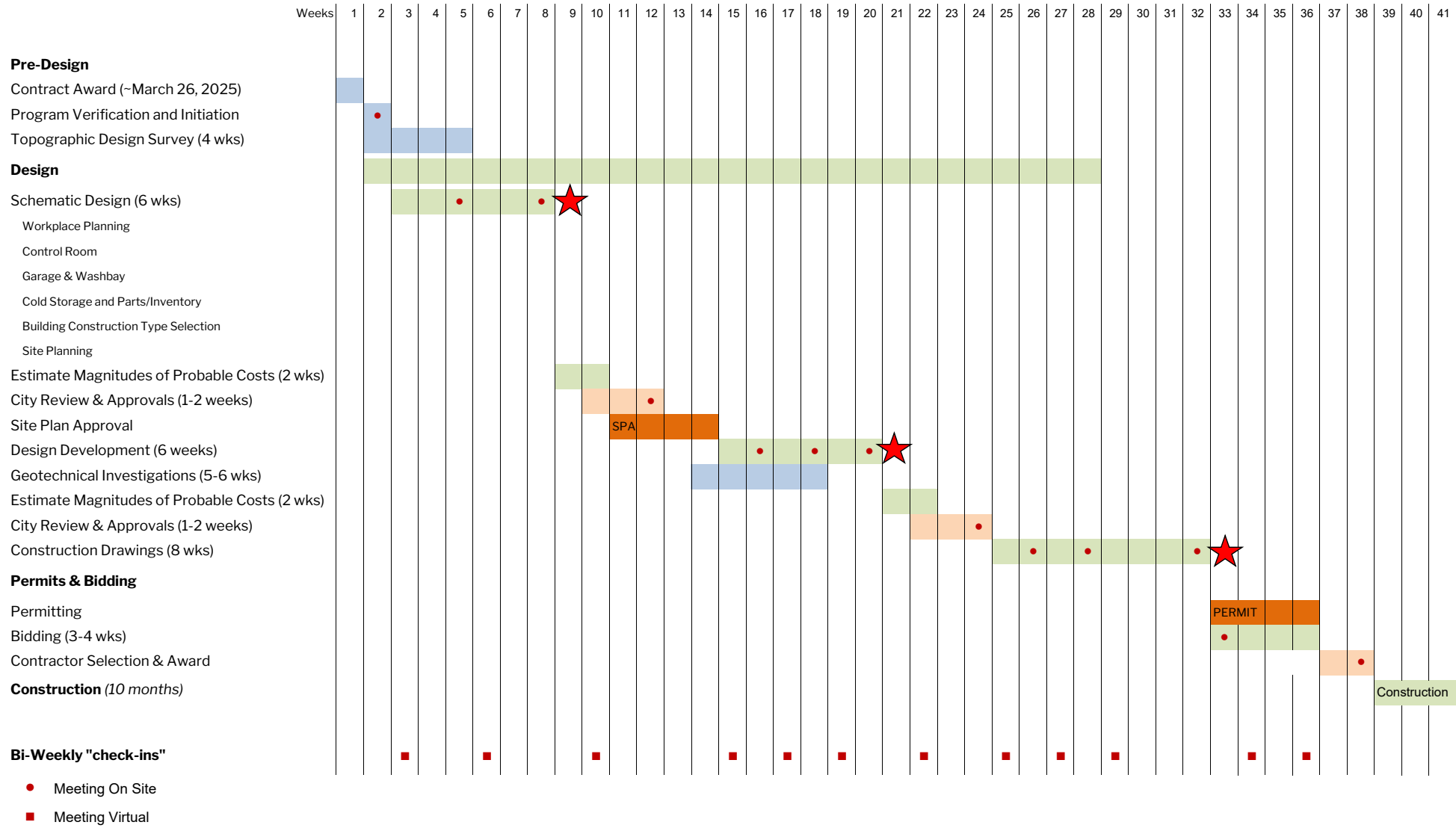
04 Project Schedule

PROJECT SCHEDULE

ELECTRIC UTILITIES BUILDING

City of Sturgis, Michigan

PROPOSED SCHEDULE ROAD MAP



05

Project Approach



PROJECT APPROACH

INTRODUCTION

For 43 years, Ghafari Associates, LLC has provided exemplary service to repeat clients since our founding in 1982. For more than four decades, we have been guided by a shared purpose: a collective commitment to helping our clients succeed and a drive to explore new frontiers.

We believe in client partnerships built on mutual trust, and we have the track record to prove it. Our clients continue to look to us because we make the effort to get to know them, how they work, and how we can collaborate to get things done effectively and efficiently. We can support our clients' visions and goals without the learning curve, and projects are completed efficiently, effectively, and with precision. We will bring a dedicated team approach to the projects.

Ghafari's team is well-positioned to serve the City now and into the future, because we have expertly delivered municipal projects with numerous clients and can readily draw on that experience. We have the team available and will bring the top-level quality of service to your important project serving the community. Our process will facilitate engagement with the community and offer opportunity to employ local contractor and trade partners.

UNDERSTANDING THE OPPORTUNITY

The City currently has staff dispersed across multiple facilities and this project will consolidate the Electric Utilities department and its operations. This will offer better connectivity of staff with each other, improve user and operation efficiencies, free up space needed by other departments, and improve the City's service to the community.

The proposed facility will be located on an approximate 10-acre site currently being identified for purchase. The 40,000-sf facility will be utilized by 25 staff and comprised of offices, garage space, cold storage, equipment storage, a racking design, wash bay, PCB containment/storage, staff locker rooms, a control room, and a multipurpose training and breakroom. The site would include parking, potential covered storage, and security fencing.

The project should consider a potential generation facility made-up of reciprocating engines, potential rooftop solar and/or battery storage, and other sustainable design opportunities. While the generation facility components would be an additional project, either concurrent or as a following project, the design should accommodate the opportunity.

Ghafari is familiar with evaluating and designing with multiple types of construction systems and is able to quickly provide planning concepts early in the process to select a project direction. The building concepts should explore various types of construction, which may include a clear-span, pre-engineered metal building (PEMB) with a mezzanine, conventional structural steel and masonry office block, precast concrete enclosure, or other suitable options.

The project will be developed in two phases – design and bid/construction administration. An estimate of magnitudes of cost will be required following schematic design for City Commission approval and again following design development. These budget check-ins will provide the team regular evaluations of the design and assist in keeping the project value aligned with City needs.

Control Room Best Practices: Designing for Efficiency

The Control Room design should balance the initial cost of construction with getting the most return of investment for a space that must integrate complex technologies, align with operator workflows, and support the organization's long-term goals. By adopting a user-centered approach, our process involves operators early in design to align layouts that optimize workflows, provide a comfortable and ergonomic workspace, and are flexible for future changes.

The design should plan for expansion with appropriately placed in-wall utilities, modular and ergonomic furniture, and zoned layouts by functions. Lighting effective for tasks is dimmable, compatible with anti-glare monitor screens, has the correct frequency and color temperature, and works with the overall control room lighting design that is balanced with ambient and accent lighting. Noise reduction and appropriate sound attenuation design facilitates clear communication and a more efficient control room environment. Workspace comfort also incorporates an adequate HVAC design that could be paired with a raised floor for heating, cooling, and technology distribution.

The control room workspace technical furniture selection could be new or gently-used items depending upon the level of investment the budget will support.

Project Challenges and Opportunities

The greatest challenges for the project are identifying the best construction type suited for the design and marrying the user input with community and department needs. Through the evaluation and budgeting process, Ghafari and the City team will work closely to develop an appropriate design response within the cost constraints determined.

Throughout the design process, Ghafari tracks open issues and opportunities for value-engineering that can be addressed to minimize design changes. We have an innate respect for the investment clients make in their facilities and maintain a formal process for managing scope inflation during the design phase. If design modifications are required or recommended, we track each item to capture the nature of the request and the rationale behind it.

Community engagement is an important component to a project of this caliber. Ghafari proposes to include a listening session to gain community input and present design concepts with renderings of the site and two key exterior views.

PROGRAMMING PLAN + PROCESS

Understanding a client's vision is vital to effectively programming their spaces. Whether their vision is fully developed or in need of our assistance to further define, our clients trust us to listen, respect the need, and proceed with open minds, blank sketchbooks, and lots of creative energy.

Programming is both linear (a simple solution from vision to program) and non-linear (multiple paths that lead to a unified program). We approach these routes in many ways, from interviewing / listening, benchmarking / researching, to data collecting / analytics. While our methodologies continue to evolve with new technologies and trends, one thing remains constant: promoting the client's vision and applying it to create a sensible project program. In fact, whether stated or not, every project we undertake involves some level of programming.

Our comprehensive approach allows us to provide our clients with a variety of in-house professionals that have expertise in all aspects of planning, design and engineering in a timely manner. We are experienced in providing integrated design concepts through which the building site, structure and systems work in harmony, creating a cost-effective and productive environment.

Tailoring the Process

Our holistic approach to understanding your project will start by reconfirming and understanding all work completed to date, as well as your future thinking, to ensure that the new electric utilities building meets and exceeds your expectations. The need to confirm your program and space plan while designing for resiliency is key in ensuring your goals are achieved for today and the future.

Ghafari has a long history of working on complex projects with multiple group functions and stakeholders under one roof. Our methodology follows a linear path as a baseline with the ability

to adjust course as a project unfolds. This allows us to manage both people (clients/stakeholders) and information (program requirements) simultaneously. We will collaborate with the City during this analysis to determine both current and future needs.



Once we have established our understanding of what was previously done, our discovery phase begins. Our team will spend time visiting in person, all of the user groups weighing in on the project design. This allows us to see existing space utilization in person and create personal connections with stakeholders. Experience with this approach on similar projects has shown a great sense of ownership by users and willingness to collaborate and share information. During this phase we will collaborate with staff to determine both current and future needs. General conversations lead into pointed questions that determine staff workspace and work style requirements, adjacencies, shared spaces, and special departmental needs.

During this task, we will hold design workshops with key team members to determine the most efficient program, including, but not limited to:

- Common themes and objectives
- Opportunities for collaboration and efficiency of space use
- Space requirements and relations
- Number and functional responsibilities of personnel
- Identify departmental areas and support spaces
- Need for meeting space and types
- Support area usage and types
- Security needs
- Public / private areas and relationships or adjacencies

DESIGN PHASE APPROACH

Ghafari's multi-phase design approach plays a critical role in the successful delivery of a project. Team collaboration throughout the iterative process ensures that complex problems are solved, and the needs and requirements of the end users are met.

We realize many stakeholders will have opinions and be interested in this process and the future of the community. Significant history, knowledge and opinion can support planning beyond data generated by technical and professional analysis. We want to hear their input on critical issues such as environmental conditions, workflows, operational processes, and site circulation.

Schematic Design

Schematic design documents are the narrative and graphic representation of the initial information gathered during the pre-design and schematic design phases and becomes the basis of future design development.

- Verification of pre-design phase activities and confirmation of budgets and scope of work.
- Conduct site visit to observe existing conditions, take field measurements, and gain understanding of existing mechanical, electrical, and plumbing (M/E/P) systems.
- Meet with client facility personnel to gain understanding of existing mechanical, electrical, and plumbing (M/E/P) systems to prepare for plant construction.
- Facilitate design meetings with your facilities team and user group representatives.
- Conceptual block plans indicating floor plan sizes, key room adjacencies, building spatial aspects, scale and relationship to the various building functions.
- Prepare preliminary drawings and written descriptions establishing scope and characteristics of architectural / engineering content.
- Site assessment – civil engineering assessment of existing site documents and site visit.
- Conceptual site plan identifying key site elements for site plan approval.
- Initiate site plan submittal and approval process with the authority having jurisdiction.
- Identify and begin coordinating with the client on architectural / engineering open issues.

This schematic phase will be developed in a four-stage approach:

Stage 1 – Listening & Accumulate Data

During this initial stage we will collect and analyze available data to begin the planning process. In response to the initial appraisal,

we will begin to identify themes that will be the basis for plan development. From initial themes a vision for the project will be established.

To understand the opportunities and constraints of the Project, we will:

1. Meet with the City's relative stakeholders to discuss and confirm the goals and objectives of the Project, as well as to confirm the project timeline and major milestone deliverables.
2. Review client-furnished existing conditions as well as confirm each site's constraints and existing infrastructure through site visits:
 - Review and collect data regarding site constraints/ identify any gaps that may exist in the information
 - Review technical requirements, regulations, codes and standards
 - Confirm land use survey, geotechnical investigations, and determine ideal building placement
 - Confirm existing buildings/structures to remain (if applicable)
 - Infrastructure/services – confirm existing/future easements
 - Confirm existing landscape/natural features to remain
 - Review local access and connections
3. Define key planning principles to guide the development of the overall concept.
4. Create planning frameworks that identify site features and characteristics that will influence physical design and convey high level ideas that could be developed in Stage 2 work.
5. Prepare a feasibility assessment that addresses site and building development characteristics.
6. Meet with the City's Team to review the analysis and discuss the initial vision and feasibility for each site to build consensus and set direction for Stage 2 work.

Stage 2 – Planning Strategies + Proposals

During this stage, high level concept plans will be prepared to illustrate the development potential of the site and facility. Unique but related proposals will be prepared at an appropriate level of development to enable evaluation, prioritizations, and direction setting. The options created will convey the character of development and address technical issues of site circulation, drainage and utility networks, social infrastructure, and other relevant considerations specific to each idea. Order-of-magnitude cost information will be provided to enable comparison of alternatives and to inform direction setting for the Final Phase of schematic work.

Based on the information gathered, the key principles identified, and the Client's comments on the initial vision, we will:

1. Develop diagrammatic plans that identify, analyze, and evaluate alternatives.
2. Meet with the City's Team to develop priorities and present the alternative concepts to select a preferred planning approach to be refined in the Final Phase.

Stage 3 – Draft Schematic Plan

During this stage, we will develop and refine the option selected for the site and develop an implementation framework. The draft plan and framework will present clear ideas for each area, with specific concepts related to use, character, and priorities. A strategy for improvements will be addressed with phased development.



Based on the preferred planning strategy selected and the City's comments, we will:

1. Coordinate the schematic efforts with relevant technical consultants to ensure logical solutions and a high level of deliverability of the Master Plan, including:
 - Compliance with local zoning, planning, and code regulations
 - Site / Civil Engineering
 - Mechanical Engineering
 - Electrical Engineering
 - Cost Estimating
2. Prepare a Draft Schematic Plan and related documents.
3. Meet with the City's Team to present the Draft Schematic Plan and collect final comments to be incorporated into the Final Plan Documentation in Stage 4.

Stage 4 – Final Schematic Plan + Presentation

During this stage we will refine the plans with focus on detailed design and implementation strategies, and the production of the final deliverables. In developing the final plan, the planning team will enhance and refine the Framework and Schematic Plan, address critical issues, and complete the supporting analysis.

During this stage, we will:

1. Compile a Final Schematic Plan for the overall complex that illustrates:
 - Overall Vision and Guiding Principles
 - Illustrative Planning Diagrams and Plans
 - Development Program
 - Site Analysis
2. Meet with the City's Team to present the Final Schematic Plan.



Design Development

Design development documents are a further refinement of the approved schematic design and are preliminary in nature. These documents will need to be further developed in the construction document phase to bid, permit, and construct the project.

- Review approved schematic design package against project budget, program requirements, and proceed with further development of design drawings.
- The design development addresses due-diligence, details, standards, code evaluations, development of new building systems, and further study of existing building systems.
- Obtain spatial, mechanical, electrical, and structural needs of furniture, furnishing, and equipment that are provided by others.

- Obtain wall, floor, and/or ceiling outlets for security, television, audio/visual, IT / data / telecom, and other low voltage systems that are provided by others.
- Facilitate design meetings with client facilities team and user group representatives.
- Finalize space requirements for each room and adjacencies to other rooms.
- Interior design development of the character and aesthetics for the various environments throughout the facility.
- Development of color / material palettes for consideration.
- Ongoing coordination and resolution with the client on outstanding architectural and engineering design issues.
- Development of drawings and specifications that establish the size and description of architectural, structural, mechanical, and electrical systems and materials.
- Development of landscape architecture plans defining scale and placement of hardscape and softscape components throughout the site.

This phase of design development would also be provided in a four-staged approach in a schedule refined following schematic design to suite the project needs.

Construction Documents

The approved Design Development Documents are finalized into Construction Documents and specifications, setting forth in sufficient detail the architectural and engineering construction requirements for the project.

- Review approved design development package against project budget and program requirements.
- Facilitate meetings with client facilities team and user group representatives.
- Meet with client to finalize any outstanding design issues.
- Finalize architectural floor plans, reflective ceiling plans, elevations, sections, and details.
- Finalize interior design including materials, colors, and finishes.
- Finalize engineering calculations for structural, mechanical and electrical engineering, setting forth in detail the construction requirements for the project.
- Finalize landscape architecture with final civil engineering documents.
- Prepare construction documents (drawings and specifications) that will be utilized for bidding to contractors and the construction of the project.
- Drawing submission to local authorities having jurisdiction (fees for review will be paid by client).

Bidding and Award

- Provide electronic files of the drawings and technical specifications for bidding.
- Assist the City in the bidding process, including solicitation documents and bidder information walk-throughs.
- Provide responses to bidder questions related to the bidding documents.
- Provide bidder evaluation and recommendations for the City's selection.

Construction Administration

- Review contractor submittals (shop drawings, product data, and samples) for conformance with the information provided in the construction documents.
- Respond to contractor requests for information (RFIs).
- Attend construction meetings.
- Provide periodic site construction observations and perform a final punch list.
- Record drawings (electronic files).



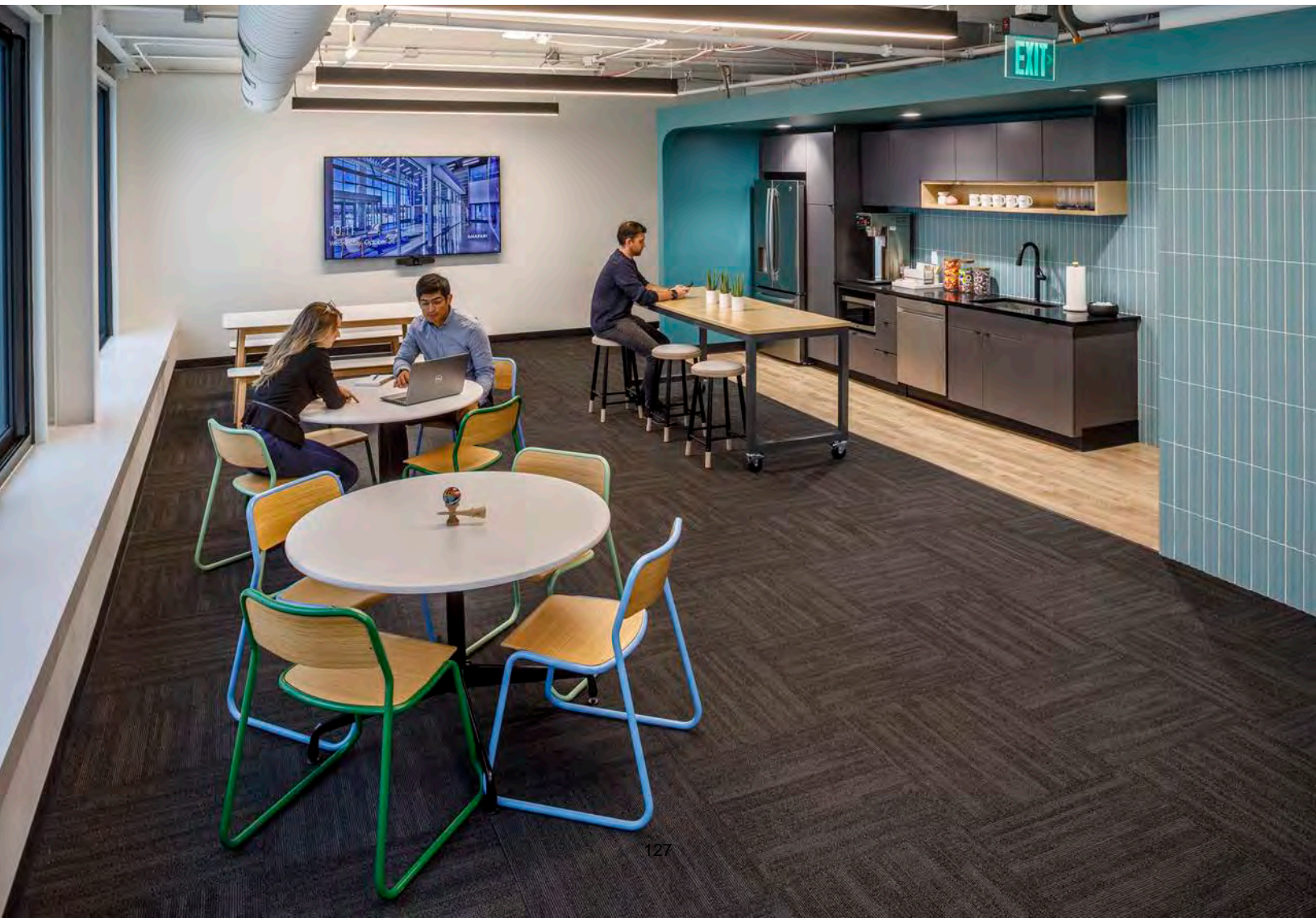
ASSUMPTIONS / CLARIFICATIONS

The following assumptions / clarifications apply to this proposal:

- Ghafari is providing professional design services for Architectural, Interior Design, Structural Engineering; and consultants for mechanical and electrical engineering, control room design and power generation engineering, civil engineering and landscape design, and sustainability expertise to review and determine if such initiatives should be added to the scope of work.
- Ghafari is providing design through construction administration professional services, including contractor bidding support and selection with interviews. The City will perform the bidding process. Ghafari will provide bid documents, evaluations, and recommendation for City selection of the most responsible bidding contractor.
- The project includes a new electric utility building, approximately 40,000 SF, would include the proposed following program:
 - Site Design, including paving, parking, site lighting, landscape design, and utilities.
 - Office space
 - 10 private offices
 - Locker rooms with showers
 - Bathrooms
 - Multipurpose room for training and breakroom functions
 - Control Room with multiple workstations.
 - Office storage
 - Janitorial space
 - Server Room with climate control
 - Electric Distribution System Control Room
 - Garage space with Wash Bay
 - Cold storage
 - Equipment storage
 - Parts and Inventory Storage with racking layout design
 - Transform Storage with oil containment
 - PCB Containment / Storage
 - Potential Generation Facility – scope of work can be added to the design services once further defined, which is proposed to occur during programming and schematic design.
 - Potential solar and battery storage.
 - No cranes are required. This function is provided by the truck lifts.
- Undisclosed parcel of land is approximately 10 acres in size.
 - Design Topographic Survey – services offered direct to City
 - Boundary survey of the parcel
 - Locate tree lines and free-standing trees larger than 18 inches
 - Utility invert information for adjacent utilities
 - Assuming the City will provide a current Title/ Easement search
 - Assuming a survey of every individual tree is not included.
- Geotechnical Investigation – services offered direct to City
 - Five (5) borings at the building corners to 25-feet deep
 - Three (3) borings in the parking lot to 10-feet deep
 - Field inspection and preparation of report
 - Infiltration tests in two of the three, parking lot boring holes
- Building commissioning (Cx) performance requirements will be specified and provided by the selected contractor.
- Project estimates for magnitudes of cost will be provided following schematic design and design development to confirm budget and design direction for City approvals.
- GA will work with the Owner throughout the design process to make value changes based on the estimates at the end of the SD and DD phases. Value engineering changes after final construction drawings have been issued (includes all revisions by all consultants, etc.) would be additional scope.
- Major bid alternates that required additional drawing details, schedules or systems are added value and scope.
- Owner delays or pauses during the pre-design, schematic design, design development, construction document or construction administration phases. If the project is delayed or paused based on the Owner's direction (and/or waiting for financing or third-party approvals) beyond a two week estimate or pre-established approval timeframe, the project team may be reassigned and thus result in a schedule revision. If the project goes on hold for an extended period of time, and/or the Owner requires work to be performed while not actively completing a design phase would also result in a schedule revision.
- Ghafari will attend one (1) city commission meeting for SD approval and Bid selection recommendations. We proposed to include one (1) neighborhood engagement meeting included if planned in conjunction with a scheduled design meeting. Architectural and consultant services at any conditional use approval, zoning, design review or variance hearings; neighborhood meetings or other public appearances or hearings not specifically identified as part of

this proposal.

- Other consultants such as Environmentalist, Wetlands Specialists, Traffic Analysis or controls, Lighting Designer, Acoustical Engineering, Data or Communications, Food Service, etc. or services normally performed by such a consultant, or review of said consultant work, are potential scope that may be included as an additional service. These are not anticipated at this time to be required.
- As-built drawings. Final drawings are inclusive of bulletins and field directives will be included in electronic format for project closeout. This does not include contractor red marks for all disciplines.
- Environmental or Construction Testing shall be provided by the Owner.
- Surveying, soil borings, and Geotechnical are not included, but offered as direct services to the City as noted in the proposal.
- 3-Dimensional renderings for 1-2 key exterior views and a colored floor plan for presentation drawings are included to present design intent to City commission and public information. Photo-realistic 3-Dimensional renderings may be provided as an additional service.
- Revisions to scope or major design changes after receiving client approvals during the construction document phase require are additional scope.
- All permit/ application fees to local or state governmental jurisdictions.
- Energy calculations beyond any code requirements.
- Cabling design for data, telephone and cable TV for tenants or office space. We will show locations of outlets and head end equipment with rough-in of raceways and junction boxes.
- Design of any public utilities beyond the boundary of the site, except Architect will coordinate utilities, getting project fully connected.
- Any work requiring additional services where project conditions vary from Project Understanding and Assumptions listed above.
- Any LEED ratings (or explorations), USGBC, or Well Building submissions and/or paperwork.
- Civil construction services such as construction inspection, coordination, or staking are usually by the contractor and not included, but available as additional scope of work if requested.



06 Pricing

PRICING

PHASE	FEE
Schematic Design	\$94,475
Design Development	\$143,420
Construction Documents	\$228,960
Bid & Award	\$8,630
Construction Administration	\$85,355
Total	\$560,840

DIRECT SERVICES	FEE
Topographic Design Survey	\$8,900
Geotechnical Investigations	\$5,800
Total	\$14,700

REIMBURSABLE COSTS	FEE
Schematic Design	\$750
Design Development	\$700
Construction Documents	\$1,150
Bid & Award	\$300
Construction Administration	\$3,000
Total	\$5,900

TOTAL FEE	\$581,440
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REIMBURSABLE EXPENSES

Reimbursable Expenses for direct expenses performed in connection with the client's work shall be reimbursed to Ghafari Associates **(the estimated amount is \$5,900.00)**. Reimbursable expenses shall include, but not be limited to, expenses for mileage travel, mailing and shipping costs, presentation related reproduction costs, and Consultant expenses that are not specifically identified in the Proposal.

PRICING

BILLING RATE SCHEDULE

Our current rates for Hourly or Additional Services are as indicated below.

PERSONNEL CLASSIFICATIONS	COMPOSITE LABOR RATES PER HOUR
Principal	\$220
Senior Project Manager / Discipline Manager	\$190
Project Manager / Lead Sr. Architect / Lead Sr. Engineer	\$170
Senior Architect / Senior Engineer	\$160
Architect / Engineer	\$140
Technical Staff	\$120
Administrative	\$100

PROPOSED CONTRACT

We propose the contract format to be the American Institute of Architects (AIA) Document B101-2017, Standard Form of Agreement Between Owner & Architect, 2017 Edition. We do not take any exception to the standard, unedited AIA Document B101-2017 contract language. However, we would reserve the right to review and seek discussion as to any client modifications to the standard language should any be proposed.

Let's connect.

TOM TOOLEY ▾

Executive Vice President
t: +1.616.771.0909 x7902
c: +1.616.914.5464
ttooley@ghafari.com

ADAM NELSON ▾

Project Manager
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anelson@ghafari.com

GHAFARI.COM

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10E

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 Sturgis

130 North Nottawa Street

Sturgis, MI 49091

and the Engineer, hereinafter referred to as the CONSULTANT,

Mead & Hunt, Inc.

2605 Port Lansing Road

Lansing, MI 48906

for the following PROJECT:

Location: Kirsch Municipal Airport

Sturgis, MI

Description: IRS Rehab Entrance Rd & Parking Lot Design

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

MDOT Job No.: _____

Mead & Hunt Project No.: 4641700-250387.01

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 ninety (90) 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 Thirty-Nine Thousand One Hundred Ninety-Seven and 84/100 Dollars (\$39,197.84). A breakdown of the cost is included as Attachment C.

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

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

Phase (2) Construction

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

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

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

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

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

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

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each

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

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

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

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

ARTICLE 4 – MISCELLANEOUS PROVISIONS

Element 4.1 - Miscellaneous Provisions

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

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

Element 4.2 - Ownership of Documents

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

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

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

Element 4.3 - Changes in Work

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

Element 4.4 - Delays and Extensions

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

Element 4.5 - Insurance and Liability

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

Element 4.6 - General Compliance with Laws

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

Element 4.7 - Subletting, Assignment and Transfer

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

Element 4.8 - CONSULTANT's Endorsement

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

Element 4.9 - Disputes

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

Element 4.10 - Responsibility for Claims and Liability

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

Element 4.11 - Assignment of Antitrust Rights

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

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

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

Element 4.12 - Prohibition of Discrimination in State Contracts

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

Element 4.13 – Additional Provisions

Additional provisions of this Contract are included as Attachment B.

Element 4.14 – Non-Construction Requirements

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

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

ACCEPTED BY THE SPONSOR

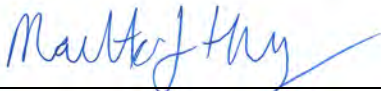
Witness: City of Sturgis
SPONSOR
130 N Nottowa Street
Street Address
Sturgis, MI 49091
City, State & Zip Code

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: 12/19/2024

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

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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: Kirsch Municipal Airport
 LOCATION: Sturgis, Michigan
 PROJECT DESCRIPTION: Rehabilitate entrance road and parking lot
 CALENDAR DAYS IN CONTRACT: 90 days

PROJECT NUMBER:
 DATE: 11/18/2024
 REV. NO: 0

MEAD & HUNT PROJECT COST BY PHASE	DIRECT LABOR	OVERHEAD 1.8672	FIXED FEE 11%	TOTAL LABOR FEE	EXPENSES	TOTAL
PHASE I CONTRACT ADMINISTRATION						
1.0 Project Scoping	\$584.00	\$1,090.44	\$184.19	\$1,858.63		
2.0 Prepare Contract and Sub-Contracts	\$266.00	\$496.68	\$83.89	\$846.57		
3.0 Project Coordination	\$0.00	\$0.00	\$0.00	\$0.00		
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	\$404.00	\$754.35	\$127.42	\$1,285.77		
TOTAL PHASE I CONTRACT ADMINISTRATION	\$1,254.00	\$2,341.47	\$395.50	\$3,990.97	\$151.00	\$4,141.97
PHASE II PRELIMINARY DESIGN						
7.0 Topographic Surveying	\$665.00	\$1,241.69	\$209.74	\$2,116.43		
8.0 Geotechnical Investigation	\$944.00	\$1,762.64	\$297.73	\$3,004.37		
9.0 Prepare Project Geometrics	\$200.00	\$373.44	\$63.08	\$636.52		
10.0 Prepare FAA Pavement Design Report and FAA Form 7460	\$0.00	\$0.00	\$0.00	\$0.00		
11.0 Prepare Preliminary Surface & Drainage Analysis	\$200.00	\$373.44	\$63.08	\$636.52		
12.0 Prepare Preliminary Cost Estimate	\$276.00	\$515.35	\$87.05	\$878.40		
13.0 Prepare Preliminary Design Report	\$214.00	\$399.58	\$67.49	\$681.07		
14.0 Prepare FAA Form 7460	\$0.00	\$0.00	\$0.00	\$0.00		
15.0 Prepare ALP Update	\$0.00	\$0.00	\$0.00	\$0.00		
16.0 Prepare Environmental Documentation	\$0.00	\$0.00	\$0.00	\$0.00		
17.0 Project Coordination	\$456.00	\$851.44	\$143.82	\$1,451.26		
18.0 Project Meetings	\$404.00	\$754.35	\$127.42	\$1,285.77		
TOTAL PHASE II PRELIMINARY DESIGN	\$3,359.00	\$6,271.93	\$1,059.41	\$10,690.34	\$453.00	\$11,143.34
PHASE III FINAL DESIGN						
19.0 Prepare Preliminary Plans	\$1,302.50	\$2,432.03	\$410.80	\$4,145.33		
20.0 Prepare Preliminary Specifications	\$534.00	\$997.08	\$168.42	\$1,699.50		
21.0 Prepare Final Surface Drainage Analysis and Final Report	\$114.00	\$212.86	\$35.95	\$362.81		
22.0 Prepare Lighting Layout and Circuit Calculations	\$0.00	\$0.00	\$0.00	\$0.00		
23.0 Update Airport Guidance Sign Plan	\$0.00	\$0.00	\$0.00	\$0.00		
24.0 Erosion Control Plan	\$0.00	\$0.00	\$0.00	\$0.00		
25.0 Compile and Edit Permits	\$0.00	\$0.00	\$0.00	\$0.00		
26.0 Prepare Certification of Engineering and Modification	\$0.00	\$0.00	\$0.00	\$0.00		
27.0 Prepare Cost Estimate at 60% Complete	\$214.00	\$399.58	\$67.49	\$681.07		
28.0 Conduct Plan Review at 60% Complete	\$114.00	\$212.86	\$35.95	\$362.81		
29.0 Update Plans to 90%	\$895.00	\$1,671.14	\$282.28	\$2,848.42		
30.0 Update Specifications to 90%	\$128.00	\$239.00	\$40.37	\$407.37		
31.0 Conduct Plan Review at 90% Complete	\$330.00	\$616.18	\$104.08	\$1,050.26		
32.0 Prepare and Submit Final Plans and Specifications	\$276.00	\$515.35	\$87.05	\$878.40		
33.0 Prepare and Submit Final Cost Estimate	\$276.00	\$515.35	\$87.05	\$878.40		
34.0 Prepare and Submit Final Engineers Design Report	\$138.00	\$257.67	\$43.52	\$439.19		
35.0 Prepare and Submit Construction Management Report	\$0.00	\$0.00	\$0.00	\$0.00		
36.0 Prepare Advertisement for Bids	\$101.00	\$188.59	\$31.85	\$321.44		
37.0 Project Coordination	\$256.00	\$478.00	\$80.74	\$814.74		
38.0 Project Meetings	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL PHASE III FINAL DESIGN	\$4,678.50	\$8,735.69	\$1,475.55	\$14,889.74	\$151.00	\$15,040.74
PHASE IV BID ADMINISTRATION						
39.0 Furnish Bid Documents	\$37.00	\$69.09	\$11.67	\$117.76		
40.0 Respond to Bidders Questions	\$128.00	\$239.00	\$40.37	\$407.37		
41.0 Prepare and Distribute Addendums	\$140.00	\$261.41	\$44.16	\$445.57		
42.0 Pre-Bid Conference	\$384.00	\$717.00	\$121.11	\$1,222.11		
43.0 Bid Opening	\$39.00	\$72.82	\$12.30	\$124.12		
44.0 Bid Review and Bid Tabulation	\$142.00	\$265.14	\$44.79	\$451.93		
45.0 Prepare Recommendation for Award	\$142.00	\$265.14	\$44.79	\$451.93		
TOTAL PHASE IV BID ADMINISTRATION	\$1,012.00	\$1,889.60	\$319.19	\$3,220.79	\$151.00	\$3,371.79
TOTAL MEAD & HUNT FEES	\$10,303.50	\$19,238.69	\$3,249.65	\$32,791.84	\$906.00	\$33,697.84

DIRECT SUB CONSULTANTS	Fee
GeoTran Consultants	\$5,500.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
TOTAL DIRECT SUB CONSULTANTS	\$5,500.00

TOTAL DESIGN ENGINEERING FEE \$39,197.84

Item No.	Sr Project Engineer \$79.00	Project Engineer \$64.00	Senior Engineer \$56.00	Engineer 3 \$50.00	Engineer Tech 4 \$47.00	Engineer Tech 2 \$37.00	Engineer Tech 1 \$28.00	Admin Asst \$39.00	Project Planner \$64.00	Total Hours		Cost Summary
PHASE I - CONTRACT ADMINISTRATION												
1.0	Project Scoping											
1.1	Preliminary meetings with the Sponsor	0	4	0	0	0	0	0	0	4		\$256.00
1.2	Prepare project scope of work and proposal	0	2	0	4	0	0	0	0	6		\$328.00
	Estimated Total Man-hours	0	6	0	4	0	0	0	0	10		
	Summary Costs	\$0.00	\$384.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00			\$584.00
2.0	Prepare Contract and Sub-Contracts											
	Estimated Total Man-hours	0	3	0	0	0	2	0	0	5		\$266.00
	Summary Costs	\$0.00	\$192.00	\$0.00	\$0.00	\$0.00	\$74.00	\$0.00	\$0.00			\$266.00
3.0	Project Coordination											
	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
4.0	DBE Plan or Update											
	Estimated Total Man-hours									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		\$0.00
	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	4	0	0	0	4	0	0	8		\$404.00
	Summary Costs	\$0.00	\$256.00	\$0.00	\$0.00	\$0.00	\$148.00	\$0.00	\$0.00			\$404.00
Expenses											Rate	
	Auto Rental	0	0	0	0	0	0	0	0	0 Days	\$90.00	\$0.00
	Mileage	0	200	0	0	0	0	0	0	200 Miles	\$0.670	\$134.00
	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	1	0	0	0	0	0	0	1 Trips	\$17.00	\$17.00
	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	\$151.00
PHASE I - CONTRACT ADMINISTRATION TOTAL												\$1,405.00

Item No.	Sr Project Engineer \$79.00	Project Engineer \$64.00	Senior Engineer \$56.00	Engineer 3 \$50.00	Engineer Tech 4 \$47.00	Engineer Tech 2 \$37.00	Engineer Tech 1 \$28.00	Admin Asst \$39.00	Project Planner \$64.00	Total Hours		Cost Summary
PHASE II - PRELIMINARY DESIGN												
7.0 Topographic Surveying												
7.1 Coordination (collect existing data, locate utilities)	0	1	0	0	0	0	0	0	0	1		\$64.00
7.2 Survey control	0	0	0	0	2	0	0	0	0	2		\$94.00
7.3 Field work	0	0	0	0	8	0	0	0	0	8		\$376.00
7.4 Convert survey data for design software	0	0	0	0	2	1	0	0	0	3		\$131.00
Estimated Total Man-hours	0	1	0	0	12	1	0	0	0	14		
Summary Costs	\$0.00	\$64.00	\$0.00	\$0.00	\$564.00	\$37.00	\$0.00	\$0.00	\$0.00			\$665.00
8.0 Geotechnical Investigation												
8.1 Coordination to schedule geotechnical work	0	1	0	0	0	0	0	0	0	1		\$64.00
8.2 Establish project testing requirements	0	2	0	0	0	0	0	0	0	2		\$128.00
8.3 Field work	0	0	0	10	0	0	0	0	0	10		\$500.00
8.4 Analyze data	0	1	0	0	4	0	0	0	0	5		\$252.00
Estimated Total Man-hours	0	4	0	10	4	0	0	0	0	18		
Summary Costs	\$0.00	\$256.00	\$0.00	\$500.00	\$188.00	\$0.00	\$0.00	\$0.00	\$0.00			\$944.00
9.0 Prepare Project Geometrics												
Estimated Total Man-hours	0	0	0	4	0	0	0	0	0	4		\$200.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$200.00
10.0 Prepare FAA Pavement Design Report and FAA Form 5100												
Estimated Total Man-hours												\$0.00
Summary Costs	\$0.00	\$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	4	0	0	0	0	0	4		\$200.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$200.00
12.0 Prepare Preliminary Cost Estimate												
12.1 Calculate estimated preliminary quantities	0	0	0	0	0	2	0	0	0	2		\$74.00
12.2 Prepare preliminary cost estimates	0	2	0	0	0	2	0	0	0	4		\$202.00
Estimated Total Man-hours	0	2	0	0	0	4	0	0	0	6		
Summary Costs	\$0.00	\$128.00	\$0.00	\$0.00	\$0.00	\$148.00	\$0.00	\$0.00	\$0.00			\$276.00
13.0 Prepare Preliminary Design Report												
Estimated Total Man-hours	0	1	0	3	0	0	0	0	0	4		\$214.00
Summary Costs	\$0.00	\$64.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$214.00
14.0 Prepare FAA Form 7460												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
15.0 Prepare ALP Update												
Estimated Total Man-hours										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
16.0 Prepare Environmental Documentation												
16.1 Site visit and coordination										0		\$0.00
16.2 Environmental documentation										0		\$0.00
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
17.0 Project Coordination												
Estimated Total Man-hours	0	4	0	4	0	0	0	0	0	8		\$456.00
Summary Costs	\$0.00	\$256.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$456.00
18.0 Project Meetings												
18.1 Present preliminary design, alternatives and recommendations to airport	0	2	0		0	0	0	0	0	2		\$128.00
18.2 Coordination meetings	0	2	0	0	0	4	0	0	0	6		\$276.00
Estimated Total Man-hours	0	4	0	0	0	4	0	0	0	8		
Summary Costs	\$0.00	\$256.00	\$0.00	\$0.00	\$0.00	\$148.00	\$0.00	\$0.00	\$0.00			\$404.00
Expenses											Rate	
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$90.00	\$0.00
Mileage	0	200	0	200	0	200	0	0	0	600 Miles	\$0.670	\$402.00
Lodging	0	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	0 Days	\$50.00	\$0.00
Meals/Trip	0	1	0	1	0	1	0	0	0	3 Trips	\$17.00	\$51.00
Other	0	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 3 \$50.00	Engineer Tech 4 \$47.00	Engineer Tech 2 \$37.00	Engineer Tech 1 \$28.00	Admin Asst \$39.00	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												\$453.00
PHASE II - PRELIMINARY DESIGN TOTAL												\$3,812.00

Item No.	Sr Project Engineer \$79.00	Project Engineer \$64.00	Senior Engineer \$56.00	Engineer 3 \$50.00	Engineer Tech 4 \$47.00	Engineer Tech 2 \$37.00	Engineer Tech 1 \$28.00	Admin Asst \$39.00	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	0	0	0	1	0	0	0	1		\$37.00
Legend & Abbreviations	0	0	0	0	0	0.5	0	0	0	0.5		\$18.50
General Notes	0	0	0	0	0	0.5	0	0	0	0.5		\$18.50
Project Layout Plan	0	0	0	1	0	0	0	0	0	1		\$50.00
Survey Control Plan	0	0	0	0	0	0.5	0	0	0	0.5		\$18.50
Project Quantity Tables	0	0	0	1	0	0	0	0	0	1		\$50.00
Construction & Phasing Plan	0	1	0	1	0	0	0	0	0	2		\$114.00
Geotechnical												
Plan & Log of Soil Borings	0	0	0	0	0	1	0	0	0	1		\$37.00
Civil - General												
Civil Legend	0	0	0	0	0	0.5	0	0	0	0.5		\$18.50
Erosion Control Plans	0	1	0	0	0	1	0	0	0	2		\$101.00
Erosion Control Details	0	0	0	0	0	0.5	0	0	0	0.5		\$18.50
Storm Water Management Plans												\$0.00
Demolition Plans	0	1	0	0	0	1	0	0	0	2		\$101.00
Demolition Details	0	0	0	0	0	1	0	0	0	1		\$37.00
Geometrics	0	0	0	0	0	3	0	0	0	3		\$111.00
Existing Contours	0	0	0	0	0	1	0	0	0	1		\$37.00
Civil - Site												
Grading & Drainage Plans	0	1	0	0	0	4	0	0	0	5		\$212.00
Intersection Details												\$0.00
Plan & Profiles	0	0	0	0	0	2	0	0	0	2		\$74.00
Typical Sections	0	0	0	0	0	2	0	0	0	2		\$74.00
Paving Details												\$0.00
Jointing Plans												\$0.00
Jointing Details												\$0.00
Pavement Grooving Plan												\$0.00
Civil - Utility												
Plan & Profiles												\$0.00
Details												\$0.00
Civil - Sewer												
Plan & Profiles												\$0.00
Sewer Details												\$0.00
Civil - Water												
Water Distribution Plan												\$0.00
Water Details												\$0.00
Civil - Storm Sewer												
Plan & Profiles												\$0.00
Drainage Details												\$0.00
Inlet Layout Plan												\$0.00
Civil - Gas												
Gas Distribution Plan												\$0.00
Gas Details												\$0.00
Civil - Fencing												
Fencing Plans												\$0.00
Fencing Details												\$0.00
Gate Details												\$0.00
Civil - Marking												
Marking Plans	0	1	0	0	0	2	0	0	0	3		\$138.00
Marking Details	0	0	0	0	0	1	0	0	0	1		\$37.00
Signing Plans												\$0.00
Signing Details												\$0.00
Civil - X-Sections												
Cross Sections												\$0.00
Electrical												
Electrical Removals Plan												\$0.00
Electrical Layout Plan												\$0.00

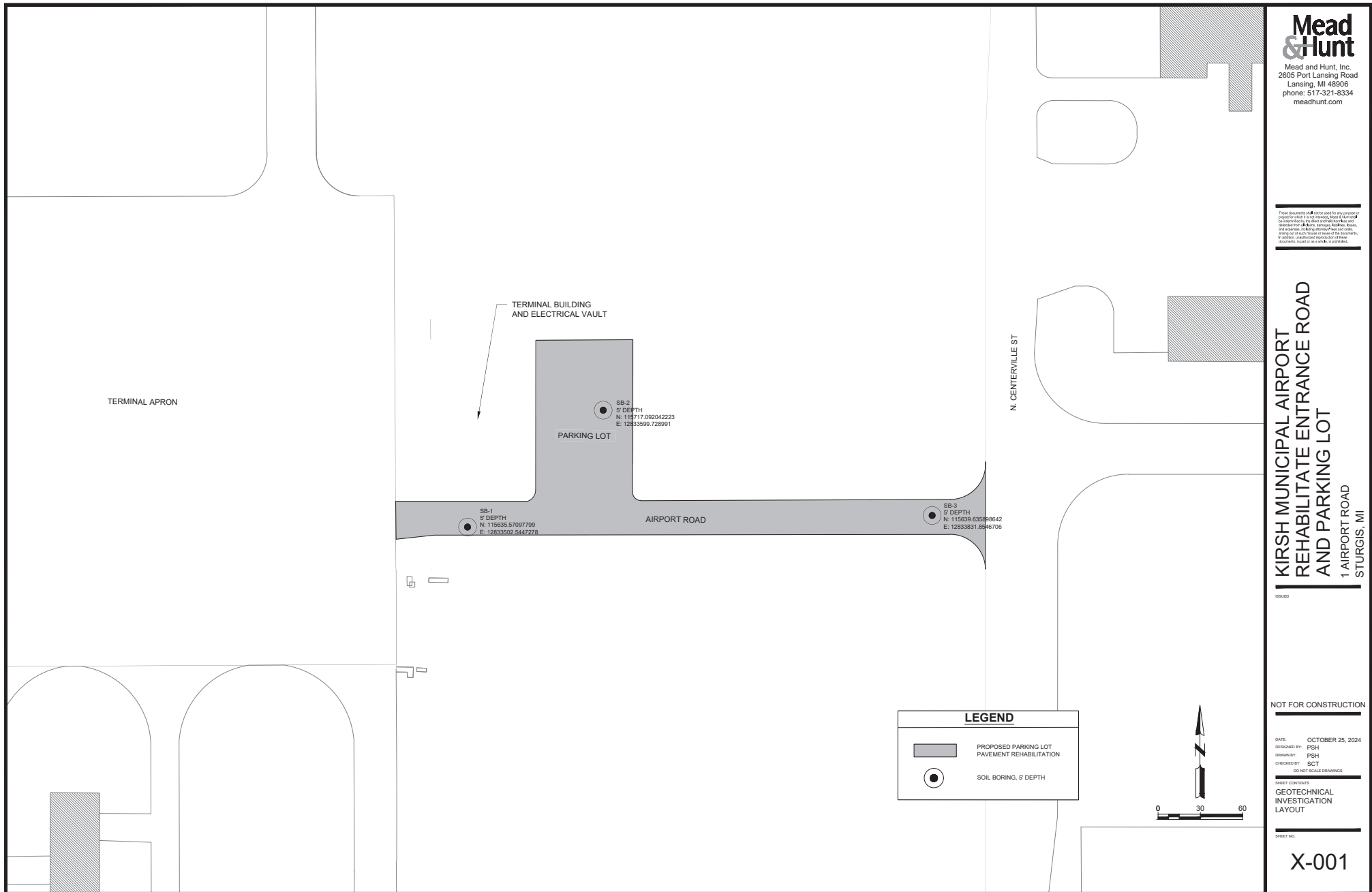
Item No.	Sr Project Engineer \$79.00	Project Engineer \$64.00	Senior Engineer \$56.00	Engineer 3 \$50.00	Engineer Tech 4 \$47.00	Engineer Tech 2 \$37.00	Engineer Tech 1 \$28.00	Admin Asst \$39.00	Project Planner \$64.00	Total Hours		Cost Summary
Existing Signage Plan												\$0.00
Proposed Signage Plan												\$0.00
Sign Legend												\$0.00
Electrical Vault Layout												\$0.00
Existing Signage Plan												\$0.00
Electrical Details												\$0.00
NAVAIDS Details												\$0.00
Estimated Total Man-hours	0	5	0	3	0	22.5	0	0	0	30.5		
Summary Costs	\$0.00	\$320.00	\$0.00	\$150.00	\$0.00	\$832.50	\$0.00	\$0.00	\$0.00			\$1,302.50
20.0 Prepare Preliminary Specifications												
20.1 Prepare preliminary technical specifications	0	4	0	1	0	0	0	0	0	5		\$306.00
20.2 Prepare preliminary contract documents	0	1	0	1	0	0	0	0	0	2		\$114.00
20.3 Prepare preliminary special provisions	0	1	0	1	0	0	0	0	0	2		\$114.00
Estimated Total Man-hours	0	6	0	3	0	0	0	0	0	9		
Summary Costs	\$0.00	\$384.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$534.00
21.0 Prepare Final Surface Drainage Analysis and Final Storm Sewer Design												
Estimated Total Man-hours	0	1	0	1	0	0	0	0	0	2		\$114.00
Summary Costs	\$0.00	\$64.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$114.00
22.0 Prepare Lighting Layout and Circuit Calculations												
Estimated Total Man-hours										0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
23.0 Update Airport Guidance Sign Plan												
Estimated Total Man-hours										0		\$0.00
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		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
25.0 Compile and Edit Permits												
Estimated Total Man-hours										0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
26.0 Prepare Certification of Engineering and Modification of Standards												
Estimated Total Man-hours										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
27.0 Prepare Cost Estimate at 60% Complete												
27.1 Calculate estimated quantities	0	0	0	2	0	0	0	0	0	2		\$100.00
27.2 Prepare cost estimate	0	1	0	1	0	0	0	0	0	2		\$114.00
Estimated Total Man-hours	0	1	0	3	0	0	0	0	0	4		
Summary Costs	\$0.00	\$64.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$214.00
28.0 Conduct Plan Review at 60% Complete												
Estimated Total Man-hours	0	1	0	1	0	0	0	0	0	2		\$114.00
Summary Costs	\$0.00	\$64.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$114.00
29.0 Update Plans to 90%												
Cover Sheet	0	0	0	0	0	1	0	0	0	1		\$37.00
Index to Drawings	0	0	0	0	0	1	0	0	0	1		\$37.00
Project Layout Plan	0	0	0	0	0	1	0	0	0	1		\$37.00
Construction Operations and Safety Plan	0	0	0	0	0	1	0	0	0	1		\$37.00
Soil Boring Plan	0	0	0	0	0	1	0	0	0	1		\$37.00
Safety Plan	0	0	0	0	0	1	0	0	0	1		\$37.00
Survey Control Plan	0	0	0	0	0	1	0	0	0	1		\$37.00
Construction Phasing Plan	0	1	0	0	0	1	0	0	0	2		\$101.00
Demolition Sheets	0	0	0	0	0	2	0	0	0	2		\$74.00
Grading and Drainage Sheets	0	2	0	0	0	6	0	0	0	8		\$350.00
Typical Sections and Details	0	0	0	0	0	1	0	0	0	1		\$37.00
Drainage Details												\$0.00
Pavement Marking Layout and Details	0	0	0	0	0	1	0	0	0	1		\$37.00
Erosion Control Plan	0	0	0	0	0	1	0	0	0	1		\$37.00
Electrical Layout Plan												\$0.00
Lighting Control System												\$0.00
Electrical Details												\$0.00
Mechanical Layout Plans												\$0.00

Item No.		Sr Project Engineer \$79.00	Project Engineer \$64.00	Senior Engineer \$56.00	Engineer 3 \$50.00	Engineer Tech 4 \$47.00	Engineer Tech 2 \$37.00	Engineer Tech 1 \$28.00	Admin Asst \$39.00	Project Planner \$64.00	Total Hours		Cost Summary
PHASE IV - BID ADMINISTRATION													
39.0	Furnish Bid Documents												
	Estimated Total Man-hours	0	0	0	0	0	1	0	0	0	1		\$37.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00	\$0.00	\$0.00			\$37.00
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	1	0	1	0	3		\$140.00
	Summary Costs	\$0.00	\$64.00	\$0.00	\$0.00	\$0.00	\$37.00	\$0.00	\$39.00	\$0.00			\$140.00
42.0	Pre-Bid Conference												
	Estimated Total Man-hours	0	6	0	0	0	0	0	0	0	6		\$384.00
	Summary Costs	\$0.00	\$384.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$384.00
43.0	Bid Opening												
	Estimated Total Man-hours	0	0	0	0	0	0	0	1	0	1		\$39.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.00	\$0.00			\$39.00
44.0	Bid Review and Bid Tabulation												
	Estimated Total Man-hours	0	1	0	0	0	0	0	2	0	3		\$142.00
	Summary Costs	\$0.00	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.00	\$0.00			\$142.00
45.0	Prepare Recommendation for Award												
	Estimated Total Man-hours	0	1	0	0	0	0	0	2	0	3		\$142.00
	Summary Costs	\$0.00	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78.00	\$0.00			\$142.00
Expenses												Rate	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$90.00	\$0.00
	Mileage	0	200	0	0	0	0	0	0	0	200 Miles	\$0.670	\$134.00
	Lodging	0	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	0 Days	\$50.00	\$0.00
	Meals/Trip	0	1	0	0	0	0	0	0	0	1 Trips	\$17.00	\$17.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
												Total Expenses	\$151.00
PHASE IV - BID ADMINISTRATION TOTAL													\$1,163.00

ATTACHMENT D

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

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10/29/2024 9:08:32 AM



ATTACHMENT E

Scope of Work/Services

**Kirsch Municipal Airport
Entrance Road and Parking Lot Rehabilitation
Design Engineering Work Scope**

Project Description: Rehabilitate Entrance Road and Parking Lot

Project Anticipated Construction Amount: \$274,000

PHASE I. Contract Administration

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

1.0 Project Scoping

1.1 Preliminary Meetings with the SPONSOR

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

1.2 Prepare Project Scope of Work and Proposal

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

2.0 Prepare Contract and Subcontracts

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

3.0 Project Coordination

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

~~4.0 DBE Plan or Update~~

~~CONSULTANT shall coordinate with the SPONSOR and MDOT AERO to determine the applicable DBE goal for construction.~~

~~5.0 Grant Application and Administration~~

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

- ~~• Prepare Federal 424 form~~
- ~~• Prepare Project Funding Summary~~
- ~~• Prepare Program Narrative, discussing the Purpose and Need of the work and the Method of Accomplishment~~
- ~~• Prepare Preliminary Estimate~~
- ~~• Prepare the SPONSORs Certification (Attachments 1, 2, 3, 4, and 5)~~
- ~~• Attach the current Grant Assurances (check with FAA for current copy)~~
- ~~• Prepare an exhibit to be submitted with application~~
- ~~• Obtain photographs of project site to be submitted with application.~~

~~The CONSULTANT will submit the Application to the SPONSOR for approval and signatures. After obtaining the necessary signatures, the SPONSOR will forward at least three copies of the signed Application to MDOT/AERO and FAA for further processing.~~

6.0 Project Closeout

Prepare the FAA Project Financial Closeout Forms and Report and submit to the SPONSOR for submittal at the conclusion of the project.

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 FAA. Coordination will be done with survey field crews to establish survey limits and coordination, survey schedule and available survey control information.

7.2 Survey control

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

7.3 Field work

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

7.4 Convert survey data for design software

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

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

8.0 Geotechnical Investigation

8.1 Coordination to schedule geotechnical work

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

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

8.2 Establish project testing requirements

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

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

8.3 Field work

Three (3) five foot deep boring will be taken to establish existing pavement section and evaluation of subgrade conditions.

8.4 Analyze data

After receiving the testing report from the geotechnical firm, the CONSULTANT will analyze the data and any existing geotechnical data received from SPONSOR, consisting of the following tasks:

- o Review geotechnical recommendations
- o Determine appropriate data for pavement design.
- o Prepare pavement data and soil information for incorporation on plan sheets
- o Evaluate existing pavement sections for potential recycling and reuse

9.0 Prepare Project Geometrics

The CONSULTANT shall design the parking lot geometrics to match existing layout.

10.0 Prepare FAA Pavement Design Report and FAA Form 5100

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

The following effort will be completed under this task:

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

11.0 Prepare Preliminary Surface Grading and Drainage Analysis

Preliminary surface grading and drainage design will be completed in accordance with standard engineering practices, local requirements, and in accordance with the FAA Advisory Circular 150/5300-13B Airport Design and 150/5320-5D, Airport Drainage. The CONSULTANT will also determine which drainage permits will be needed by the proposed development.

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

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

14.0 Prepare FAA Form 7460

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~~

~~The CONSULTANT will update the Airport Layout Plan to reflect the proposed development and other necessary items. The CONSULTANT will send the updated ALP to the SPONSOR for submittal to the FAA.~~

~~16.0 Prepare Environmental Documentations [Environmental Assessment or Categorical Exclusion]~~

~~The CONSULTANT will prepare a [Environmental Assessment (EA) or Categorical Exclusion (CAT X)] document for this project. 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.~~

~~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~~

~~—— This subtask will involve conducting an on-site visit to determine the type of environmental documentation needed. The task will also include contact with agencies which may have jurisdiction in the proposed development. This may include local farmers, Native Americans, socially or economically disadvantaged individuals, etc. This subtask will also include coordination with various local, state, and federal agencies.~~

~~16.2 Environmental documentation~~

~~—— This subtask will involve preparation of the environmental document. The format for this document will follow the procedures as set forth in Federal Aviation Administration (FAA) Order 5050B. Copies of the final document will be distributed to the FAA for review and finding. If there are any impacts which require extensive research the additional work shall be done under a separate Task Order. Add scope to work for EA or CatX~~

17.0 Project Coordination

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

18.0 Project Meetings

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

18.1 Present preliminary design, alternatives and recommendations to SPONSOR

The CONSULTANT will prepare for and conduct a meeting at the Airport (or virtually), with the SPONSOR to present the findings of the preliminary engineering phase and any alternatives and recommendations for the project.

18.2 Coordination meetings

The CONSULTANT shall conduct additional coordination meeting(s) at the Airport (or other named site) once virtually.

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
- 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 will include but are not be limited to the following items:

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

21.0 Prepare Final Surface Drainage Analysis and Final Storm Sewer Design

Using the findings from the preliminary drainage analysis completed in Phase 2, final surface drainage and storm sewer design will be completed in accordance with standard engineering practices, local requirements, and in accordance with the FAA Advisory Circular 150/5320-5D, Airport Drainage.

~~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:~~

- ~~• Layout light locations~~
- ~~• Site visit to inventory existing equipment~~
- ~~• Design new home run circuiting in coordination with the location of the vault~~
- ~~• Determine sign legends and sign sizes if not being reused~~
- ~~• Calculate voltage drop and estimate wire size to meet the National Electrical Code~~
- ~~• Design conduit and duct bank locations and sizes~~
- ~~• Determine regulator sizing and new electrical vault equipment requirements~~
- ~~• Design a new airfield lighting control system and control panels~~
- ~~• Prepare narrative discussion (layout, equipment selection, sizes, electrical calculations)~~

~~23.0 Update Airport Guidance Sign Plan~~

~~The taxiway guidance sign plans will have to be updated to include new guidance signs. Copies of the airport guidance sign plan will be forwarded to the SPONSOR for submission to the FAA for approval.~~

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~~

26.0 Prepare Certification of Engineering and Modification of Standards

The CONSULTANT will complete the CONSULTANT Certification verifying the plans and specifications were developed in accordance with Federal guidelines. For all known modifications the CONSULTANT will prepare a Request for Modification of Federal Construction Standards if found to be necessary and required by MDOT AERO for the project (LIST KNOWN MODS). Any unforeseen modification to standards will be completed as an amendment to this contract if required by MDOT AERO. The certification of engineering will discuss modifications required under the Bid Packages. The certification will be submitted to the SPONSOR for acceptance. Signed copies will be forwarded to the FAA along with final plans, contract

documents, specifications and Engineer's Report. This will also be part of the Final Engineering Design Report.

27.0 Prepare Cost Estimate at 60% Complete

27.1 Calculate estimated quantities

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

27.2 Prepare cost estimate

~~28.0 Conduct Plan Review at 60% Complete~~

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

29.0 Update Plans to 90%

30.0 Update Specifications to 90%

31.0 Conduct Plan Review at 90% Complete

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

32.0 Prepare Final Plans and Specifications

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

33.0 Prepare and Submit Final Estimated Cost Estimate

33.1 Calculate estimated final quantities

33.2 Prepare final cost estimate

Using the final quantities calculated following the completion of the plans and specifications, the CONSULTANT will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

34.0 Prepare and Submit Final Engineers Design Report

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

~~36.0 gement Report (for paving projects over \$250k)~~

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

37.0 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.

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

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

~~39.0 Project Meetings~~

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

~~38.1 Final design review~~

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

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

~~The CONSULTANT shall conduct additional coordination meeting(s) at the SPONSOR (or other named site) as needed.~~

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

43.0 Bid Opening

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

44.0 Bid Review and Bid Tabulation

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

45.0 Prepare Recommendation for Award

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

Schedule

The design for this project will take approximately 90 days to complete, not including SPONSOR, 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 Fall 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 concurrence with the aircraft fleet mix that will be utilizing the apron.
- 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 identity, 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.	
BILLING PERIOD:					Check if Final Payment <input type="checkbox"/>		JOB NO.	
CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

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

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

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE)	DATE
------------------------------------	------

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

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

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Sturgis (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Kirsch Municipal Airport, whose associated city is Sturgis, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated January 10, 2024, attached hereto and made a part hereof.

PROJECT DESCRIPTION: REHABILITATE ACCESS ROAD; REHAB PARKING LOT - DESIGN

Recitals:

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

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

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

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

The parties agree that:

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

THE SPONSOR WILL:

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

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

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

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

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

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

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

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

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

MDOT WILL:

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

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

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

IT IS FURTHER AGREED THAT:

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

Federal Share	\$35,279
Maximum MDOT Share	\$1,960
SPONSOR Share	<u>\$1,960</u>
<i>Estimated</i> PROJECT COST	\$39,199

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

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

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

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

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

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

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

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

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

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

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

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:
 - a. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in

State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

- b. The SPONSOR will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.
19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.
- This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.
- The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.
20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR’s obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State

of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

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

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

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

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

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

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

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

CITY OF STURGIS

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



EXHIBIT 1
KIRSCH MUNI
STURGIS, MICHIGAN

Project No. B-26-0092-2224
Job No. 216964PE, 221724PE
AIP

1/10/2024

	Eligibility	Federal	State	Local	Total	Job Number
DESIGN (PE)		\$ 35,279.00	\$ 1,960.00	\$ 1,960.00	\$ 39,199.00	
Rehabilitate Access Road	90%	\$ 15,876.00	\$ 882.00	\$ 882.00	\$ 17,640.00	216964PE
Rehab Parking Lot	90%	\$ 19,403.00	\$ 1,078.00	\$ 1,078.00	\$ 21,559.00	221724PE

	Federal	State	Local	Total
TOTAL PROJECT BUDGET	\$ 35,279.00	\$ 1,960.00	\$ 1,960.00	\$ 39,199.00
216964PE	\$ 15,876.00	\$ 882.00	\$ 882.00	\$ 17,640.00
221724PE	\$ 19,403.00	\$ 1,078.00	\$ 1,078.00	\$ 21,559.00
TOTAL PROJECT PERCENTAGE	90%	5%	5%	100%
216964PE	90%	5%	5%	100%
221724PE	90%	5%	5%	100%

Federal Billing Breakdown: JN 216964PE
Bill 1

\$ 15,876.00 3-26-SBGP-16524 Awarded 8/22/2024

Federal Billing Breakdown: JN 221724PE
Bill 1

\$ 19,403.00 3-26-SBGP-16524 Awarded 8/22/2024

Bid Date & Type:

NA Local

Performance End Date:

8/21/2028 SBGP 16524

MAC Approval:

1/30/2024

INITIATOR:
QA:

ZB
EL

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

1. Does this project receive Federal funds? Yes
2. Recipient's Name: CITY OF STURGIS
3. Recipient's DUNS Number: SAM UEI# KFYXG53P8SN6
4. Amount of Federal funds: \$35,279
5. Federal Grant Number(s): SBGP 16524
6. Grant Award Date(s): 8/22/24
7. MDOT Project Number: B-26-0092-2224
8. Project Description: See Project Description on page one (1) of this contract.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-165-2024
11. Federal Award Date: 8/22/24
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 8/21/2028
14. Amount of Federal Funds obligated by this action: \$35,279
15. Total amount of Federal Funds obligated: \$35,279
16. Total amount of the Federal award: \$35,279
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
Director Bradley C. Wieferich, P.E., Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 9

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

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

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

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Appendix B

(Aeronautics)

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

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

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

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

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

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

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

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

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

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

APPENDIX F

GENERAL CONDITIONS

(Any Reference to FAA includes MDOT where applicable.)

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. Suspension or Debarment.

The State must:

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

The Subgrantee must:

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

10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

APPENDIX F

11. Trafficking in Persons.

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

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

13. Co-Sponsor.

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

14. Audits for Public Sponsors.

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

APPENDIX F

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

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

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

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

APPENDIX F

- B. Submission of Complaint- A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General {OIG} for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspection General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4712{b}.
- E. Assumption of Rights to Civil Remedy- Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41U.S.C. § 4712(c).

17. Land Acquisition.

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

APPENDIX F

Special Conditions

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

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<p><u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

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

[illegible]

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

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

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
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COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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



ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

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

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

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

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

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

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

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

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

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

25. Airport Revenues.

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

26. Reports and Inspections.

It will:

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

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

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

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

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

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

e. Required Contract Provisions.

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

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

31. Disposal of Land.

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

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

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

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

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

34. Policies, Standards, and Specifications.

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

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

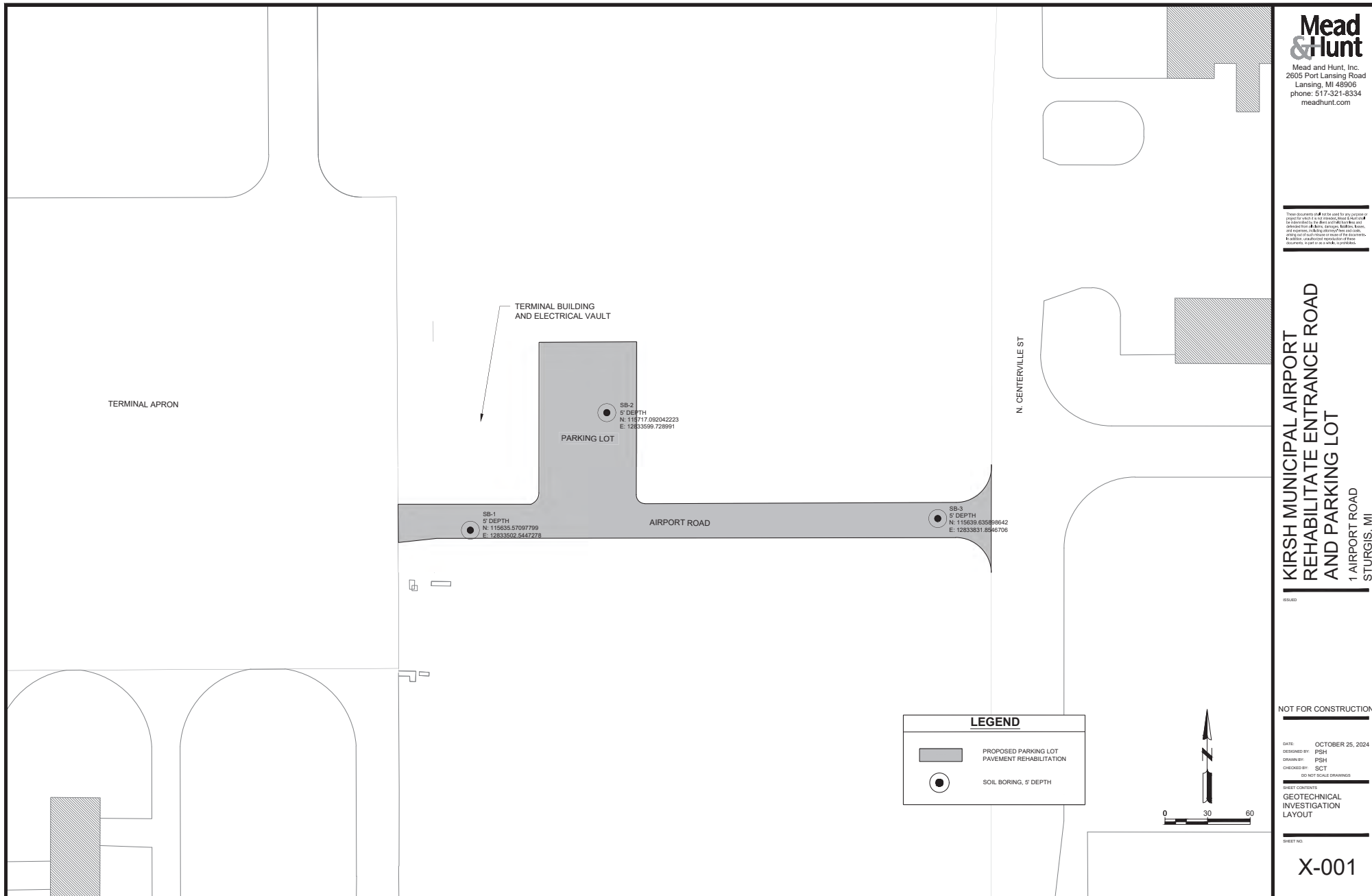
38. Hangar Construction.

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

39. Competitive Access.

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

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10/29/2024 9:08:32 AM



Mead & Hunt
Mead and Hunt, Inc.
2605 Port Lansing Road
Lansing, MI 48906
phone: 517-321-8334
meadhunt.com

These documents shall not be used for any purpose or project for which they were not prepared. Mead and Hunt, Inc. is not responsible for any errors or omissions in these documents. The user assumes all liability for any use of these documents for any purpose other than that for which they were prepared. Mead and Hunt, Inc. is not responsible for any use of these documents for any purpose other than that for which they were prepared.

**KIRSH MUNICIPAL AIRPORT
REHABILITATE ENTRANCE ROAD
AND PARKING LOT**
1 AIRPORT ROAD
STURGIS, MI

ISSUED

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10F

REAL ESTATE OPTION AGREEMENT

This Real Estate Option Agreement (the "Agreement") is made _____ 2025, by and between STURGIS NEIGHBORHOOD PROGRAM ("Buyer") and the CITY OF STURGIS, ("Seller") on the terms and conditions set forth below.

1. **Purpose.** Seller owns the three (3) lots:

- a. Lot 25 of City Subdivision II
- b. Lot 26 of City Subdivision II
- c. 604 N. Prospect Street, Parcel ID 052 300 055 00

Together these lots are the "Premises" and are further described in the attached Exhibit A. Buyer seeks an option to purchase part or all of the Premises. The parties enter into this Agreement to allow Buyer to acquire the Premises subject to this Agreement ("Option").

2. **Term of the Option.** This Agreement shall be in effect for a period of three (3) years from the date hereof ("Exercise Period").

3. **Exercise.** Buyer may elect to acquire the Premises, or any part thereof, at any time during the Exercise Period by notifying the Seller of its election to exercise the Option. The notice may be delivered in person, by certified mail, or by overnight delivery service. Upon proper exercise of the Option, the Parties agree to enter into a Real Estate Purchase Agreement in the form set forth as Exhibit B.

4. **Purchase price.** The purchase price for the Lots of the Premises shall as follows:

- a. Lot 25 of City Subdivision II: Five Thousand and 00/100 (\$5,000.00) Dollars.
- b. Lot 26 of City Subdivision II: Five Thousand and 00/100 (\$5,000.00) Dollars.
- c. 604 N. Prospect Street: One and 00/100 (\$1.00) Dollars.

5. **Consideration for this Agreement.** As consideration for this Agreement, Buyer shall pay to Seller the sum of Two Thousand and 00/100 (\$2,000.00) Dollars, the receipt of which is hereby acknowledged. Buyer will receive a credit of One Thousand and 00/100 (\$1,000.00) Dollars per lot for Lot 25 and Lot 26 if purchased pursuant to this Agreement.

6. **Closing.** This sale shall be closed within Ten (10) days after all the closing documents are prepared but no later than Ninety (90) days after receipt by Seller of the notice to exercise the option.

7. **Termination of the Option.** If Buyer fails to exercise the Option before expiration of the Exercise Period, Buyer's right to exercise the Option shall terminate.

8. **Assignment and binding effect.** This Agreement is assignable. The Option will benefit and bind the parties to this Agreement and their heirs, legal representatives, successors, and assigns and shall run with the land affected by this Agreement.

9. **Conflict of Interest.** The parties acknowledge as follows: (A) Bird, Scheske, Reed, Beemer & George, P.C. ("Counsel") has represented both parties in the past; (B) Counsel has prepared this Agreement as part of joint representation of both parties; (C) Counsel advised them that a conflict of interest exists between their individual interests, (D) Counsel advised them to seek separate counsel, (E) each party has had a chance to consult with separate counsel, (F) each party waives any conflict of interest claims it may have against Counsel as a result of preparation of this Agreement and the circumstances surrounding this Lease, and (G) each party consents to the common representation. SELLER will be responsible for Counsel's fees.

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Agreement on the dates set forth below.

CITY OF STURGIS

Dated: April __, 2025

By: _____
Andrew Kuk
City Manager

STURGIS NEIGHBORHOOD PROGRAM

Dated: April __, 2025

By: _____
Kathryn Myers

Executive Director

Exhibit A

Exhibit B

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into between the CITY OF STURGIS ("Seller"), and STURGIS NEIGHBORHOOD PROGRAM ("Purchaser").

Recitals: Seller wishes to sell the residential real estate, including all buildings and improvements to the real estate known as _____ Tax Parcel ID Number _____ (the "Premises") and Purchaser desires to purchase the Premises.

Therefore, the parties agree as follows:

1. General. Seller shall sell the Premises to Purchaser and Purchaser shall purchase the Premises from Seller. (Hereafter, the purchase and sale of the Premises is referred to as the "Transaction.")

2. Purchase Price. Purchaser shall pay Seller the total purchase price of _____.

3. Time and Place of Closing. The closing of the Transaction shall be held on or before _____ at a place and time mutually agreed to by the parties. The date of the closing may be changed by written agreement of the parties.

4. Closing Procedure. After Purchaser pays the entire purchase price by wire money transfer, bank money order or other payment method acceptable to Seller, Seller shall deliver to Purchaser a good and sufficient Covenant Deed in proper form to be recorded, conveying to Purchaser marketable title in the Premises, free of all encumbrances other than easements, restrictions, and other matters of record. The legal description for the Covenant Deed shall reflect whatever legal description is set forth on the title insurance commitment, unless either party in good faith objects to same.

5. Title Insurance. Seller shall provide Purchaser with a commitment for a policy of owner's title insurance with standard exceptions, issued by a title insurance company authorized to do business in Michigan, insuring the title of the Real Estate to Purchaser in the full amount of the purchase price, effective the date of closing. At or prior to the closing, Seller shall comply with any requirements imposed by the title insurance company as conditions precedent to the issuance of the final owner's title insurance policy, certified to the date of closing, and Seller shall also deliver, either to Purchaser or to the title insurance company, payment in full for the owner's title insurance premium. It shall be the responsibility of Purchaser to notify the title insurance company to issue the final owner's title policy. It shall be Purchaser's duty to arrange and pay for needed or desired mortgage title insurance. If Purchaser objects to any item of title set forth on the commitment, it shall give written notice to Seller of same. Seller shall have 30 days to satisfy the objections. If Seller fails to do so, Purchaser may rescind this Agreement. If Purchaser proceeds to closing regardless, then Purchaser agrees to accept title subject to all such items in the commitment, including the unsatisfied objections.

6. Possession. Possession of the Premises shall be delivered to Purchaser at closing, unless otherwise specifically agreed in writing by the parties.

7. Expenses. Each party shall be responsible for paying the following expenses as

indicated:

Michigan State and County Transfer Taxes, if any	Seller
Owner's Title Insurance Premium with Standard Exceptions	Seller
Additional Premium for Endorsements for Owner's Title Insurance, if any	Purchaser
Cost of Recording Discharge of Existing Mortgage	N/A
Closing Fee Charged by Title Company Closing Agent	Seller and Purchaser equally
Seller's Attorney Fees, if any	Seller
Purchaser's Attorney Fees, if any	Purchaser
Brokerage Commissions Incurred by Seller, if any	Seller
Brokerage Commissions Incurred by Purchaser, if any	Purchaser
Recording Fee for Covenant Deed	Purchaser
All Costs Associated with or Incidental to Purchaser's Financing (points, document preparation fees, mortgage recording fees, etc.), if any	Purchaser
Survey, if any	Purchaser
Well and Septic Inspection	N/A
Other Inspections	Purchaser
Real Estate Taxes and Special Assessments	Prorated: see below

Real estate taxes for the current year shall be prorated between the parties on a calendar year basis as of the date of closing, such proration to be based upon the most recent ascertainable taxes in the event that the amount of taxes for the current year cannot be determined at the time of closing. For purposes of proration, taxes shall be deemed to be paid in arrears. Seller further agrees to pay all past due real estate taxes and all installments of special assessments currently owed, if any, and Purchaser shall pay all future installments of special assessments, if any.

Notwithstanding the foregoing, Seller shall pay up to \$1,500.00 worth of closing costs that would otherwise be Purchaser's responsibility under the foregoing.

8. Right of Inspection. Purchaser acknowledges that it has inspected the Premises and that the Premises are satisfactory to Purchaser as they now exist.

9. Condition of Premises. Except as otherwise warranted or represented by Seller in this Agreement, Purchaser acknowledges that it is purchasing the Premises "as is", and that Seller is not making, nor is Purchaser relying upon, any warranty or representation whatsoever concerning the condition or habitability of the Premises or the condition or operability of any component part of any such building or structure (including the roof and the electrical, plumbing, heating, ventilating and air conditioning systems), nor does Seller warrant the condition, operability or availability for use of any well or septic system installed on the Premises or the compliance of either with applicable health or environmental laws or regulations. Purchaser acknowledges that the willingness of Purchaser to accept the property

in an "as is" condition has been reflected in the sale price.

10. Delivery of Premises. Seller shall deliver the Premises to Purchaser in the same condition in which they now exist, reasonable wear and tear excepted, and all risk of loss or damage to the Premises prior to the closing shall be borne by Seller. Unless specifically provided otherwise in this Agreement, all buildings, structures and improvements which are permanently attached to the Premises shall be considered to be part of the Premises, and title and all other rights to said buildings, structures and improvements shall pass to Purchaser upon closing.

11. Fixtures. All fixtures installed on or about the Premises shall become the property of Purchaser.

12. Failure to Tender Marketable Title. If Seller cannot deliver a marketable title upon notice of any defect in the title by Purchaser, Seller shall be given a reasonable time to cure said defect. If said defect is not cured, then, at the option of Purchaser, Purchaser may rescind this Agreement. The term "marketable title" shall mean title that vests fee simple title in Purchaser, subject to no easements or other encumbrances that interfere with Purchaser's contemplated use of the Premises or that a reasonable buyer would object to.

13. Entire Agreement. The parties acknowledge that this Agreement represents the entire Agreement between them and that all prior negotiations and representations, whether written or oral, are contained in this Agreement. Neither this Agreement nor any provision of this Agreement may be modified, except by written agreement between the parties.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. Conflict of Interest: The parties acknowledge as follows: (A) Bird, Scheske, Reed, Beemer & George, P.C. ("**Counsel**") has represented both parties in the past; (B) Counsel has prepared this Agreement as part of joint representation of both parties; (C) Counsel advised them that a conflict of interest exists between their individual interests, (D) Counsel advised them to seek separate counsel, (E) each party has had a chance to consult with separate counsel, (F) each party waives any conflict of interest claims it may have against Counsel as a result of preparation of this Agreement and the circumstances surrounding this Lease, and (G) each party consents to the common representation. SELLER will be responsible for Counsel's fees.

The parties have executed this Agreement on the dates set forth below.

CITY OF STURGIS

Dated: _____

By: _____
XXXXXXX
City Manager

STURGIS NEIGHBORHOOD PROGRAM

Dated: _____

By: _____
XXXXXXX
Executive Director

**City of Sturgis
City Commission
Regular Meeting**

Agenda Item 10G



TO: Andrew Kuk, City Manager
 FROM: Holly Keyser, City Controller
 SUBJECT: 2024-2025 Proposed Budget Amendment
 DATE: April 4, 2025

In accordance with the Uniform Budgeting and Accounting Act, the following governmental funds need to be amended to reflect changes in the expected revenue and operating expenditures anticipated in the 2024-2025 fiscal year, as compared to those originally estimated in the 2024-2025 approved budgets as previously amended.

	Original Budget	Amendment 1 4.9.2025			Proposed Budget
General Fund - 101					
Property Taxes	\$3,316,547				\$3,316,547
Payment in Lieu of Taxes	\$1,976,840				\$1,976,840
Federal Sources	\$50,000	\$800,000			\$850,000
State Sources	\$3,190,662	\$51,829			\$3,242,491
Licenses & Permits	\$63,945				\$63,945
Charges for Services	\$245,500				\$245,500
Fines and Fees	\$16,000				\$16,000
Interest Income	\$300,000				\$300,000
Other Revenue	\$291,530				\$291,530
Administrative Reimbursement	\$1,297,440				\$1,297,440
Contribution from Capital Reserve	\$175,000				\$175,000
Total Revenue	\$10,923,464	\$ 851,829	\$ -	\$0	\$11,775,293
General Government	\$1,895,690				\$1,895,690
Police and Fire	\$5,669,798				\$5,669,798
Community Development	\$313,474				\$313,474
Public Works	\$599,320				\$599,320
Health and Welfare	\$546,513	\$0			\$546,513
Recreation and Culture	\$788,156				\$788,156
Debt Service	\$17,800				\$17,800
Capital Outlay	\$204,000	\$829,200			\$1,033,200
Contributions to Other Funds	\$1,287,576				\$1,287,576
Total Expenditures	\$11,322,327	\$ 829,200	\$ -	\$0	\$12,151,527
Change in Fund Balance	(\$398,863)	\$ 22,629	\$ -	\$0	(\$376,234)
Beginning Fund Balance	\$4,010,225	\$3,611,362	\$3,633,991	\$3,633,991	\$4,010,225
Projected Ending Fund Balance	\$3,611,362	\$3,633,991	\$3,633,991	\$3,633,991	\$3,633,991

The General Fund budgeted revenues were modified for the following:

Federal Sources-to reflect carryover of grant funds for downtown parking lot project	\$ 800,000
State Sources-to reflect actual marijuana tax received	\$ 51,829

The General Fund budgeted expenditures were modified for the following:

Health and Welfare

State Marijuana Tax Transfer to Building Authority adjusted to actual received	\$ 51,829
Transfer to Building Authority for Debt Service reduced by change in marijuana tax	\$ (51,829)
Total Health and Welfare Change	\$ -

Capital Outlay

Weather Siren	\$ 29,200
Downtown Parking Lot Project carryover from prior year	\$ 800,000
Total Capital Outlay Change	\$ 829,200

	Original Budget	Amendment 1 4.9.2025			Proposed Budget
Fund -204 Street and Sidewalk Improvement Fund					
Revenue	1,076,384				1,076,384
Expenditures	1,900,000	68,500			1,968,500
Contribution from General Fund	-				-
Contribution from Street Repair Fund	74,889				74,889
Change in Fund Balance	(748,727)	(68,500)			(817,227)
Beginning Fund Balance-updated to audit	1,750,926	1,002,199	933,699	933,699	1,750,926
Projected Ending Fund Balance	1,002,199	933,699	933,699	933,699	933,699

The Street and Sidewalk Improvement Fund expenditures are increased to reflect the increased contingency for the N. Franks extension project (\$20,000) and also for the US-12 on-street parking project with MDOT (\$48,500) approved by the City Commission earlier this year.

	Original Budget	Amendment 1 4.9.2025			Proposed Budget
Fund 303 - Sturgis Building Authority					
Revenue	564,000	51,829			615,829
Expenditures	694,513				694,513
Contribution from General Fund	130,513	(51,829)			78,684
Contribution to Other Funds	-				-
Change in Fund Balance	-				-
Beginning Fund Balance-updated to audit	3,157,943	3,157,943	3,157,943	3,157,943	3,157,943
Projected Ending Fund Balance	3,157,943	3,157,943	3,157,943	3,157,943	3,157,943

The Sturgis Building Authority is updated to reflect the increase in marijuana tax and corresponding decrease in General Fund contribution.