

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING

Monday, June 6, 2016 - 7:00 p.m.

210 State Street, City Hall, Second Floor City Council Chambers, Charlevoix, Michigan

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Presentations**
4. **Inquiry regarding conflicts of interest**
5. **Consent Agenda**
 - A. City Council Meeting Minutes - May 16, 2016 Regular Meeting PG 1-8
 - B. Accounts Payable Check Registers & Payroll Check Registers PG 9-28
6. **Public Hearings & Actions Requiring Public Hearings**
7. **All Other Actions & Requests**
 - A. Huron Wind Power Purchase Commitment PG 29-30
 - B. 2016 Infrastructure: Change Order #1 PG 31-32
 - C. 2016 Airport Improvement Projects
 1. Construction Contract for Runway 9-27 Friction Improvement PG 33-37
 2. Amendment No. 1 to the Runway 9-27 Friction Improvement Design Contract PG 38-47
 3. Contract for Professional Services for Taxiway A Rehabilitation PG 48-103
 4. Resolution for FAA Grant Submittal and Resolution PG 104-187
 - D. Dale Boss Request PG 188
8. **Reports & Communications**
 - A. Public Comments
 - B. City Manager Comments
 - C. Mayor and Council Comments
9. **Other Council Business**
10. **Adjourn**

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon one weeks notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250

Posted June 2, 2016 4:00 p.m.

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Posted June 2, 2016 4:00 p.m.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, May 16, 2016 – 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Mayor Gabe Campbell.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor: Gabe Campbell
City Manager: Mark Heydlauff
City Clerk: Joyce Golding
Members Present: Councilmembers Shane Cole, Shirley Gibson, Aaron Hagen, Luther Kurtz, Leon Perron, Bill Supernaw
Absent: None

III. Inquiry Regarding Possible Conflicts of Interest

Councilmember Hagen indicated that he would recuse himself from the liquor license agenda item. Mayor Campbell felt that Councilmember Kurtz should participate in the ball field discussion, as he had no conflict.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – May 2, 2016 Regular Meeting Minutes
- B. Special Accounts Payable Check Register – April 26, 2016
- C. Regular Accounts Payable Check Register – May 17, 2016
- D. ACH Payments – May 2, 2016–May 11, 2016
- E. Payroll Check Register – May 6, 2016
- F. Payroll Transmittal – May 6, 2016

V. Public Hearings

None.

VI. Reports

City Manager Heydlauff reported on several projects: the street construction project is moving along smoothly, Chamber of Commerce roof project is complete, Bridge Park bathrooms are nearly complete, MDOT will be cleaning the bridge on May 23rd, and the bike share program is underway.

VII. Requests, Petitions and Communications and Actions Thereon

A. Bridge Street Commons Site Plan Review (Project #2016-03 SP)

Interim Planner Panoff stated that the Planning Commission reviewed a site plan for 1418 Bridge Street for applicant Doug Labelle. Mr. LaBelle proposed a two phase project known as Bridge Street Commons that would consist of a 5,600 square foot building containing a drive-through restaurant and retail space near the front of the lot now, and a 6,000 square foot building containing retail and/or office space to the rear of the property in the future. The property is currently occupied by the vacant Juilleret's restaurant building and has shared parking lot access with the Maple Leaf Motel to the north. The proposal would keep this shared access, as well as the existing access to the south, and include an island to separate the parking areas. Interim Planner Panoff stated that the Planning Commission unanimously recommended approval with conditions regarding requirements from the DPW Superintendent, signage, lighting and the review of the second phase of the proposal.

Councilmember Gibson felt that the plan was tasteful and was an asset to the City. City Manager Heydlauff commended Mr. Labelle's collaborative effort with the adjacent property owners. Interim Planner Panoff referenced the agreement with the adjacent property owners included in the agenda packet.

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Supernaw, second by Councilmember Cole, to approve Project 2016-03 SP for 1418 Bridge Street with conditions as recommended by the Planning Commission.

Yeas: Perron, Gibson, Cole, Supernaw, Hagen, Kurtz
Nays: None
Absent: None

B. Liquor License Application from LC Brewers, LLC

Councilmember Hagen recused himself.

Evan Keller, Director of Operations at LC Brewers, stated that they are seeking support from City Council to obtain new Micro Brewer and Small Wine Maker licenses to be located at 109 Bridge Park Drive in order to distribute Lake Charlevoix Brewing

Company (LCBC) brand beer. Pursuant to Michigan Liquor Control Commission (MLCC) regulations, Micro Brewer and Small Wine Maker licenses require approval from the City of Charlevoix.

Mr. Keller clarified that beer tastings will occur at LCBC and LC Brewers will not offer individual sales, but be distributing kegs only.

Councilmember Gibson questioned whether Council should schedule a public hearing or proceed with the Resolution at this meeting. It was generally agreed that a public hearing was unnecessary as the MLCC fully vets the applicant.

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

Action by Resolution.

C. Pavement Marking Bid

DPW Superintendent Elliott stated that the City received two bids for the annual pavement marking throughout the City, including center lines, parking stalls, right/left arrows, etc. He explained that the low bidder, PK Contracting, was contracted for the work last year. This work is funded using the Major Street fund and is within budget. At PK Contracting's discretion, the company has begun work already.

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Cole, second by Councilmember Kurtz, to approve the bid for pavement marking as presented, by PK Contracting for a cost not to exceed \$12,826.25.

Yeas: Perron, Gibson, Cole, Supernaw, Hagen, Kurtz
Nays: None
Absent: None

D. Fire Hydrant Painting

DPW Superintendent Elliott stated that in March 2016 no bids were received for painting approximately 140 hydrants. He contacted Giant Maintenance and Restoration (2013 contractor) and they proposed to hold their 2013 price of \$105 per hydrant which includes sandblasting to bare metal, one primer coat of paint and one finish coat of paint. Additionally, Staff reached out to Charlevoix Township who also plans to retain Giant for the painting of their hydrants. Councilmember Cole indicated that the contractor did an excellent job in the past.

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Hagen, second by Councilmember Gibson, to approve the contract with Giant Maintenance and Restoration for the painting of fire hydrants for a cost not to exceed \$14,700.

Yeas: Perron, Gibson, Cole, Supernaw, Hagen, Kurtz
Nays: None
Absent: None

E. Ball Field Sale/Purchase Agreement

Councilmember Kurtz recused himself.

Airport Manager Myer stated that the property being utilized by the ball field complex north of the Airport is part of the Airport's overall property description and is considered a non-conforming use by the FAA. Grant assurance requires that the airport property be only used for aeronautical purposes or can be quickly converted to an aeronautical use. Airport Manager Myer indicated that the FAA requires the property either be leased or purchased with evidence of an agreement submitted to the FAA. The amount of \$10,700 was reflected as a lease transfer payment for fiscal year ending March 31, 2015 but there was no agreement drafted to submit to the FAA. She explained that the attached purchase agreement would resolve the FAA grant assurance requirement and eliminate the need for reflecting lease transfer payments.

Airport Manager Myer said that the FAA required a survey and appraisal of the ball field property. The purchase price was determined to be \$150,500. Airport Manager Myer confirmed for Councilmember Gibson that the appraisal was completed in May 2015. The dollar amount of \$139,951 is reflected as earnest money with \$10,549 as the balance due by September 1, 2017. Airport Manager Myer explained the history of the ball field and FAA grant requirements.

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Perron, second by Councilmember Hagen, to approve the Ball Field Purchase Agreement as presented and authorize the City Manager and City Clerk to sign all necessary documents.

Yeas: Perron, Gibson, Cole, Supernaw, Hagen
Nays: None
Absent: None
Abstain: Kurtz

F. Disc Golf Discussion

Mayor Campbell indicated that the volunteer group who constructed the disc golf course at Mt. McSauba is engaged in improving it and suggested that the City oversee these efforts.

Councilmember Hagen proposed that the Recreation Director should be involved and Councilmember Cole suggested that Rick Evans and Mike Greyerbiehl be included. City Manager Heydlauff concurred. Councilmember Gibson felt that one or two people should be key contacts for the group and she would like a progress report for Council.

Rick Evans, course designer, discussed volunteer cleanup work involving dead and downed trees as well as erosion control efforts recommended by the DEQ. He shared challenges with a stolen basket, missing signs and signage not being properly stowed in the off season. When questioned by Councilmember Supernaw whether the course could be self-sustaining, he indicated that most public courses use a donation box to help defray costs in lieu of charging a fee. Mr. Evans stated that the course receives quite a bit of play and in general, he has received good feedback. He said that volunteers have spent approximately 200 hours this year working on their "to do" list of course improvements. Councilmember Gibson stated that going forward she would like Mr. Evans to work closely with the Recreation Director and Mr. Evans agreed.

Mr. Evans stated that they are trying to create a culture of good stewardship and responsibility for the Mt. McSauba area. He requested a couple of additional trash cans for the course.

Councilmember Supernaw and Mr. Evans discussed past perceived issues with Camp McSauba and the disc golf course along with how these issues were remedied. Mr. Evans stated that he has not heard of any further concerns. Councilmember Cole noted that the Camp Director felt that the course was "awesome" for the kids and had heard no complaints.

Mike Greyerbiehl stated that the Monday golf league advocates synergy between walkers and golfers and this is communicated to the golfers. Councilmember Supernaw addressed the "elephant in the room" by asking "did a woman get hit... by a golf disc?" Mr. Evans responded affirmatively that this incident occurred prior to the redesign of the course and he confirmed that there have been no further accidents.

Councilmember Kurtz commented that he played disc golf when he was out of town and learned that particular course had a similar experience of changing the course layout to better accommodate other park users.

Mayor Campbell opened the item to public comment.

Terry Staley recalled her experiences with the hiking trails and golf course. She was disappointed to find that the trash can was full and suggested that the park should be checked and maintained regularly like other City parks.

Marell Staffel questioned who would be liable if a cleanup volunteer was injured while working on the course. Staff will investigate.

The item was closed to the public.

Motion by Councilmember Kurtz, second by Councilmember Cole, to ask the Recreation Director to work with the City Manager, Rick Evans, Mike Greyerbiehl and other interested parties to make the disc golf course better.

Yeas: Perron, Gibson, Cole, Supernaw, Hagen, Kurtz
Nays: None
Absent: None

VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action

None.

IX. Resolutions

A. Liquor License Application from LC Brewers, LLC

Motion by Councilmember Supernaw, second by Councilmember Gibson, to adopt Resolution 2016-05-04 Michigan Liquor Control Commission Local Government Liquor License Approval for LC Brewers, LLC, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2016-05-04
MICHIGAN LIQUOR CONTROL COMMISSION
LOCAL GOVERNMENT LIQUOR LICENSE APPROVAL
(Authorized by MCL 436.1501)**

At a REGULAR meeting of the City of Charlevoix City Council called to order by Mayor Gabe Campbell, on May 16, 2016 at 7:00 p.m., the following resolution was offered:

Moved by Councilmember Supernaw and supported by Councilmember Gibson that the application from LC Brewers, LLC for the following license(s): Micro Brewer and Small Wine Maker, to be located at 109 Bridge Park Drive, Charlevoix, MI 49720

be considered for approval by the Michigan Liquor Control Commission.

RESOLVED this 16th day of May, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Perron, Gibson, Cole, Supernaw, Kurtz
Nays: None
Absent: None
Abstain: Hagen

B. Council Rules of Procedure

Motion by Councilmember Gibson, second by Councilmember Kurtz, to adopt Resolution 2016-05-03 Amendment to the Rules of Procedure for City Council, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2016-05-03
AMENDMENT TO THE RULES OF PROCEDURE FOR CITY COUNCIL**

WHEREAS, the Charlevoix City Council adopted "Rules of Procedure for City Council" on November 4, 1996; and

WHEREAS, pursuant to Rule 20 of the Rules, they may be amended by resolution voted upon at any meeting but shall be tabled until the next regular meeting thereof or at such other time as the Council shall determine; and

WHEREAS, on April 18, 2016 City Council directed the City Manager to draft an amending resolution and the Council first introduced this resolution on May 2, 2016.

NOW THEREFORE BE IT RESOLVED, the Rules of Procedure for City Council shall be amended as follows:

Rule 1 (b) shall be amended as follows:

Strike language referring to the election of the City Clerk so that Rule 1(b) should read:

The Mayor shall be elected at the annual General Election in even numbered years, for a two (2) year term, by the balloting of the electors of the City at large. The Mayor shall take office at the first regular City Council meeting after the Mayor's election. The names of the nominees shall appear on the ballots and election materials of the Primary and General Election without reference to ward residence.

Rule 1 (c) shall be amended as follows:

Strike language referring to the first meeting of the calendar year beginning at 8:00pm so that Rule 1(c) should read:

The Council shall meet on the first and third Mondays in the City Council Room. When such Monday is a holiday effective upon City Staff, the Council shall meet on the Tuesday next following. The City Clerk shall cause a public notice to appear in a newspaper of general circulation within the City notifying the public of the time and place of such Tuesday meeting of the Council, not less than three (3) days prior to such meeting. All *regular* meetings of the Council shall convene at 7:00pm local time.

Rule 4(a) shall be amended as follows:

Modify the order of actions, remove certain categories, add other categories, and add explanatory information so that Rule 4(a) should read:

- a. The Order of Business at any regular meeting of the Council shall be as follows:
 1. Invocation or Pledge of Allegiance
 2. Roll Call
 3. Presentations
(This section shall be used for presentations for which Council action is not required or anticipated. This section shall include, but not be limited to, reports of community groups, recognition of significant achievements, proclamations, or other items determined by the City Manager as appropriate presentations for this section.)
 4. Inquiry regarding conflicts of interest
 5. Consent Agenda
(This section is to receive and list any item which is deemed by the City Manager to be of a routine nature. All items, including, but not limited to, reading of the minutes of the previous Meeting(s), the most recent Accounts Payable Check Register, the scheduling of Public Hearings, shall be listed and may be acted upon in one motion. All items to be received and acted upon under the Consent Agenda must be included in the packet for that meeting. Any Council member may request that any item(s) be taken from the consent agenda for discussion and possible action by Council.)
 6. Actions Laid Upon the Table
(This section shall be omitted except when there are actions tabled at the previous regular or special Council meeting.)
 7. Public Hearings and Actions Requiring Public Hearings
 8. All Other Actions & Requests
 9. Reports & Communications
 - a. Public Comments
(Public Comments shall be governed by Robert's Rules of Order and the rules found in Exhibit A of the Rules of Procedure for City Council.)
 - b. City Manager Comments
 - c. Mayor and Council Comments
 10. Other Council Business
(This section shall be used for procedural motions which are in order under State statute, the City Charter, and the Rules of Procedure for City Council including, but not limited to, motion to reconsider, motion to add future agenda items, and motion to enter Closed Session. If the City Manager requests a Closed Session for any legally permitted reason, it shall be listed on the agenda for this section.)
 11. Adjourn

Rule 9(a) shall be amended as follows:

Strike the requirement that motions and resolutions be read and permit the City Manager the right to speak on such actions so that Rule 9(a) should read:

- a. Motions and Resolutions presented to the Council by the City Manager shall be provided to the Council in writing together with the City Manager's recommendations or reports thereon. Upon the mayor opening such agenda item, it shall be in order for any member

of the Council to move adoption, and if seconded, the question shall be on the adoption of the motion or resolution as the case may be. In all actions of the Council, the City Manager shall have the right to speak.

RESOLVED this 16th day of May, 2016 A.D.

Resolution was adopted by the following yeas and nays vote:

Yeas: Perron, Gibson, Cole, Supernaw, Hagen, Kurtz
Nays: None
Absent: None

X. Ordinances

None.

XI. Miscellaneous Business

Councilmember Kurtz stated that he was surprised that Mr. Labelle's project needed Council approval. Mayor Campbell responded that Council has always approved projects. Councilmember Kurtz wanted to discuss why businesses need to go to Council in addition to the Planning Commission. He felt that if Council's approval was not required, then alleviating this step would make it easier for businesses to move forward with their project. City Manager Heydlauff stated that in his experience, if the project fell within the zoning guidelines, then Planning Commission approval was sufficient. Councilmember Kurtz asked Council if they would be agreeable to have the Planning Commission consider the removal of Council's approval process when the project is compliant. He felt that Council's approval was inefficient and an unnecessary step. Councilmember Gibson stated that she didn't have a problem with the way the current system works. Councilmember Perron noted that certain site plans require Council approval and City Manager Heydlauff clarified that single-family residences do not require Council's approval. Councilmember Perron said that "if it ain't broke, don't fix it."

Mary Eveleigh, Planning Commission member, explained that she was taught that going before both the Planning Commission and Council was "extra exposure." Councilmembers Cole, Gibson and Mayor Campbell agreed.

City Manager Heydlauff confirmed that changing the project approval process would require an Ordinance amendment by Council. Councilmember Supernaw discussed the enthusiastic Boyne City business environment and the challenges that new Charlevoix business owners have experienced in the past. He was in favor of streamlining the process. Councilmember Kurtz offered to drop the discussion until a future meeting. Councilmember Cole suggested that the Planning Commission should offer their opinion. Ms. Eveleigh will bring up the subject at the next Planning Commission meeting.

Councilmember Gibson felt that more Councilmembers should have attended the Historical Society's Charlevoix Business and Industry event and the FAA presentation to Paul Wilke at the Airport.

XII. Audience - Non-agenda input (written requests take precedent)

None.

XIII. Closed Session

A. Real Property – Section 15.268 8(d)

Motion by Councilmember Gibson, second by Councilmember Kurtz, to meet in Closed Session under Section 15.268 8(d) of the Open Meetings Act, to consider the purchase or sale of real property.

Yeas: Perron, Gibson, Cole, Supernaw, Hagen, Kurtz
Nays: None
Absent: None

Council moved into closed session at 8:11 p.m. Council resumed open session at 8:38 p.m.

Motion by Councilmember Gibson, second by Councilmember Kurtz, to direct the City Manager to release an RFP and to talk to the City Attorney.

Yeas: Perron, Gibson, Cole, Supernaw, Hagen, Kurtz
Nays: None
Absent: None

XIII. Adjourn

Motion by Councilmember Gibson, second by Councilmember Cole, to adjourn. Motion passed by unanimous voice vote. Meeting adjourned at 8:41 p.m.

Joyce M. Golding City Clerk Gabe Campbell Mayor

Special Accounts Payable – 04/26/2016

AARMOR SEAL	1,050.00	TOTAL	1,050.00
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Regular Accounts Payable – 05/17/2016

ABRAMOWSKI, DWAIN M.	25.00	McGINN, KELLY	39.70
ACE HARDWARE	2,398.27	MDC CONTRACTING LLC	2,569.00
ALL-PHASE ELECTRIC SUPPLY CO.	43.89	MICHIGAN ASSN OF MUNICIPAL CLERKS	401.00
ARBOR DAY FOUNDATION	10.00	MICHIGAN MUNICIPAL LEAGUE	18,813.00
ARCADIA BENEFITS GROUP INC	25.00	MICHIGAN OFFICEWAYS INC	1,830.26
AT&T	1,223.56	MICHIGAN WATER ENV ASSOC	130.00
AT&T MOBILITY	72.95	MMS CO LLC	557.65
AUTO VALUE	129.79	MUNICIPAL UNDERWRITERS OF MICH	50.00
BEIJO DE CHOCOLAT LLC	21.00	MYER, ELIZABETH A.	51.87
BELL EQUIPMENT COMPANY	129.18	NATIONAL HOSE TESTING SPECIALTIES	963.50
BREATHING AIR SYSTEMS	15.00	NETSOURCE ONE INC.	3,046.00
BS& A SOFTWARE	1,662.00	NORTHERN BROADCAST INC.	252.00
CARQUEST OF CHARLEVOIX	72.05	NORTHERN MICHIGAN HARDWOODS	2,520.00
CHARLEVOIX CITY BAND	3,000.00	NORTHERN MICHIGAN REVIEW INC.	1,675.16
CHARLEVOIX COUNTY EQUALIZATION	926.35	NORTHWEST HYDRAULICS & ENGRG.	263.75
CHARTER COMMUNICATIONS	1,135.46	PARKER, KAREN	70.00
CHEMSEARCH	348.56	PERFORMANCE ENGINEERS INC	24,933.74
COOK FAMILY FARMS	21.00	POWER LINE SUPPLY	6,114.05
DITCH WITCH SALES OF MICHIGAN	1,064.32	PREIN & NEWHOF	23,261.75
DOMAIN LISTINGS	105.00	PRO WEB MARKETING LLC	20.00
ETNA SUPPLY	3,690.80	RANGE TELECOMMUNICATIONS	114.00
FAMILY FARM & HOME	457.69	REHMANN-ROBSON & CO	10,000.00
FASTENAL COMPANY	55.55	RIETH-RILEY CONST CO INC	1,091.70
FIRE SUPPRESSION PRODUCTS	260.00	RILEY, JEFF	126.00
FOX CHARLEVOIX FORD	108.90	ROTARY CLUB OF CHARLEVOIX	37.50
FREEDOM MAILING SERVICES INC.	2,159.19	RUSTIC BAKER	26.00
FREIGHTLINER OF GRAND RAPIDS	370.30	SEARS COMMERCIAL ONE	506.52
GINOP SALES INC	83.92	SECURITY SANITATION INC.	152.06
GOLDING, JOYCE	78.37	SOUTH ARM CONSTRUCTION LLC	12,848.24
GRAINGER	3,366.00	STATE OF MICHIGAN	200.00
HACH COMPANY	809.00	TERMINAL SUPPLY CO	266.11
HEYDLAUFF, MARK L	370.70	TRAEGER, JASON	94.17
HINTON, DEBRA	50.41	TRUCK & TRAILER SPECIALTIES	773.41
HYDE SERVICES LLC	101.95	U S BANK	161.63
HYDRO CORP	515.00	UP NORTH PROPERTY SERVICES LLC	741.00
JACK DOHENY SUPPLIES INC	241.95	UPPER CASE PRINTING INK.	1,094.24
KEVIN'S METER TESTING	1,260.40	USA BLUE BOOK	483.83
KSS ENTERPRISES	1,846.65	VAN'S BUSINESS MACHINES	95.00
LAKESHORE TIRE & AUTO SERVICE	12.50	VILLAGE GRAPHICS INC.	352.53
LOTTIE'S BAGELS	19.00	WATERWORKS SYSTEMS & EQUIP INC	1,152.42
MACDONALD GARBER	306.00	WILBERT BURIAL VAULT CO	532.96
MANAGEMENT AND BEHAVIOR	1,775.00	WORK & PLAY SHOP	14.85
MAYER, SHELLEY L.	47.52		
MCCARDEL CULLIGAN-PETOSKEY	50.00	TOTAL	148,891.78

ACH Payments – 05/02/2016–05/11/2016

MI PUBLIC POWER AGENCY	29,632.77	VANTAGEPOINT (401 ICMA PLAN)	699.94
PAYMENT SERVICE NETWORK	232.10	VANTAGEPOINT (457 ICMA PLAN)	12,017.52
IRS (PAYROLL TAX DEPOSIT)	28,042.09	VANTAGEPOINT (ROTH IRA)	696.53
ALERUS FINANCIAL (HCSP)	420.00	MI PUBLIC POWER AGENCY	13,579.11
STATE OF MI (WITHOLDING TAX)	4,060.08	DTE ENERGY	1,836.60

STATE OF MI (SALES TAX) 20,302.04 TOTAL 111,518.78

PAYROLL: NET PAY

Pay Period Ending 04/30/2016 – Paid 05/06/2016

WELLER, LINDA JO	1,481.58	JONES, ROBERT F.	1,210.20
HEYDLAUFF, MARK L.	2,402.53	DORAN, JUSTIN J.	1,631.03
GOLDING, JOYCE M.	1,082.62	MANKER JR, DAVID W.	488.92
DEROSIA, PATRICIA E.	894.15	MANKER SR, DAVID W.	692.15
DOYLE, ANNE E.	1,387.69	BECKER, MICHAEL S.	595.12
LOY, EVELYN R.	1,029.15	SHEPARD, ZACHARY N.	567.49
KLOOSTER, ALIDA K.	1,750.97	HAWKINS, JAMES S.	31.72
GOLOVICH, KAREN J.	960.43	MCGHEE, ROBERT R.	1,049.92
SPENCLEY, PATRICIA L.	1,155.98	STANTS, JACOB W.	586.74
PANOFF, ZACHARY R.	1,180.04	BLOOMER, GABRIELLE J.	524.22
MILLER, FAITH G.	38.70	STEWART, SAMUEL D.	333.94
LEESE, MERRI C.	262.02	KIRINOVIC, THOMAS F.	647.59
MCGINN, KELLY A.	1,492.91	BITELY, KATHERINE A.	303.84
DOAN, GERARD P.	1,558.33	MILAN, JANE E.	377.81
SCHLAPPI, JAMES L.	878.17	HEID, THOMAS J	1,272.04
UMULIS, MATTHEW T.	1,169.46	LEESE, ALAN K.	415.62
HANKINS, SCOTT A.	1,494.68	GRUNCH, RONALD J.	42.52
ORBAN, BARBARA K.	1,118.64	DAVIS, RONALD L.	329.99
TRAEGER, JASON A.	426.27	FAIRCHILD, GALEN W.	193.75
FLICKEMA, ANDREW M.	1,570.58	DAKROUB, JOSEPH E.	128.13
MATELSKI, KIMBERLY A.	1,118.59	MASSON, DONALD J.	453.10
ROLOFF, ROBERT P.	1,674.13	KUSINA, DENNIS W.	198.44
RILEY, DENISE M.	418.25	LABLANCE, MAUREEN J.	145.08
LOPER II, GARY D.	368.22	MYER, ELIZABETH A.	1,881.11
WURST, RANDALL W.	1,282.89	VANLOO, JOSEPH G.	618.21
MAYER, SHELLEY L.	1,615.10	WYMAN, MATTHEW A.	1,061.72
HILLING, NICHOLAS A.	1,263.51	SCHRADER, LOU ANN	613.41
MEIER III, CHARLES A.	1,056.59	BOSS, RYDER S.	316.92
ZACHARIAS, STEVEN B.	1,153.76	MILLER, WILLIAM S.	1,189.29
EATON, BRAD A.	1,879.79	LALEWICZ, AMELIA	46.17
WILSON, TIMOTHY J.	2,190.96	SWEM, DONALD L.	1,833.28
LAVOIE, RICHARD L.	1,571.72	WHITLEY, ANDREW T.	1,716.40
STEVENS, BRANDON C.	1,690.78	MORRISON, KEVIN P.	870.48
DRAVES, MARTIN J.	1,585.72	HODGE, MICHAEL J.	1,264.49
BROWN, STEPHANIE C.	1,020.24	JOHNSON, STEVEN P.	1,163.41
ELLIOTT, PATRICK M.	1,961.36	BISHAW, JAMES H.	654.22
SCHWARTZFISHER, JOSEPH L.	1,152.70	GILL, DAVID R.	937.75
BRADLEY, KELLY R.	1,397.04	TODD, RICHARD D.	284.55
HART II, DELBERT W.	817.55	TOTAL	75,224.57

PAYROLL: TRANSMITTAL – 05/06/2016

4FRONT CREDIT UNION	248.46	COMMUNICATION WORKERS OF AMER	489.93
AMERICAN FAMILY LIFE	166.74	MI STATE DISBURSEMENT UNIT	705.51
AMERICAN FAMILY LIFE	379.74	POLICE OFFICERS LABOR COUNCIL	201.00
CHAR EM UNITED WAY	56.00	PRIORITY HEALTH	1,825.52
CHARLEVOIX STATE BANK	1,286.16		
CHEMICAL BANK	150.00	TOTAL	5,509.06

Check Number	Payee	Amount
05/19/2016		
116740	AARMOR SEAL	1,050.00
116741	AT&T	1,512.65
116742	AT&T LONG DISTANCE	38.71
116743	AT&T MOBILITY	73.15
116744	CHARLEVOIX STATE BANK	4,149.80
116745	DELTA DENTAL	3,750.85
116746	GREAT LAKES ENERGY	216.74
116747	HERZOG ELECTRIC	4,479.36
116748	METLIFE SMALL BUSINESS CENTER	750.78
116749	PRIORITY HEALTH	38,649.32
116750	SOUTH ARM CONSTRUCTION LLC	4,984.00
116751	VERIZON WIRELESS	56.78
116752	VISION SERVICE PLAN	483.62
Total 05/19/2016:		60,195.76

Grand Totals: 60,195.76

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

05/19/16	Special Accounts Payable Run	\$ 60,195.76
05/20/16	Payroll	\$ 89,383.23
05/20/16	Payroll Transmittal Checks	\$ 5,308.06
05/23/16	Special Accounts Payable Run	\$ 1,000.00
06/03/16	Payroll	\$ 90,393.11
06/03/16	Payroll Transmittal Checks	\$ 5,438.32
06/07/16	Regular Accounts Payable	\$ 650,784.45
Checks Sub-Total:		\$ 902,502.93

FIRSTMERIT BANK - ACH PAYMENTS

05/16/16	MI Public Power Agency	\$ 19,661.93
05/18/16	DTE	\$ 4,172.76
05/20/16	IRS (Payroll Tax Deposit)	\$ 33,962.16
05/20/16	Alerus Financial (HCSP)	\$ 420.00
05/20/16	State of MI (Withholding Tax)	\$ 4,898.86
05/20/16	Vantagepoint (401 ICMA Plan)	\$ 699.94
05/20/16	Vantagepoint (457 ICMA Plan)	\$ 12,440.69
05/20/16	Vantagepoint (Roth IRA)	\$ 721.53
05/20/16	MERS (Defined Benefit Plan)	\$ 26,229.92
05/23/16	MI Public Power Agency	\$ 26,041.24
05/25/16	MI Public Power Agency	\$ 215,603.10
05/31/16	MI Public Power Agency	\$ 23,958.72
06/03/16	IRS (Payroll Tax Deposit)	\$ 33,348.13
06/03/16	Alerus Financial (HCSP)	\$ 420.00
06/03/16	State of MI (Withholding Tax)	\$ 4,844.39
06/03/16	Vantagepoint (401 ICMA Plan)	\$ 699.94
06/03/16	Vantagepoint (457 ICMA Plan)	\$ 12,818.49
06/03/16	Vantagepoint (Roth IRA)	\$ 721.53
ACH Sub-Total:		\$ 421,663.33

First Merit Bank Total: \$ 1,324,166.26

CHARLEVOIX STATE BANK - CHECKS ISSUED

<small>(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)</small>		
06/07/16	Tax Disbursement	\$ -
Charlevoix State Bank Total:		\$ -

Grand Total: \$ 1,324,166.26

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/14/2016	PC	05/20/2016	21282	WELLER, LINDA JO	101		1,481.58
05/14/2016	PC	05/20/2016	21283	HEYDLAUFF, MARK L.	102		2,118.59
05/14/2016	PC	05/20/2016	21284	GOLDING, JOYCE M.	106		1,082.62
05/14/2016	PC	05/20/2016	21285	DEROSIA, PATRICIA E.	107		1,122.29
05/14/2016	PC	05/20/2016	21286	DOYLE, ANNE E.	108		1,331.17
05/14/2016	PC	05/20/2016	21287	LOY, EVELYN R.	117		1,029.15
05/14/2016	PC	05/20/2016	21288	KLOOSTER, ALIDA K.	121		1,554.10
05/14/2016	PC	05/20/2016	21289	GOLOVICH, KAREN J.	122		960.42
05/14/2016	PC	05/20/2016	21290	SPENCLEY, PATRICIA L.	136		1,057.08
05/14/2016	PC	05/20/2016	21291	PANOFF, ZACHARY R.	141		1,180.04
05/14/2016	PC	05/20/2016	21292	MILLER, FAITH G.	142		32.25
05/14/2016	PC	05/20/2016	21293	LEESE, MERRI C.	145		621.23
05/14/2016	PC	05/20/2016	21294	MCGINN, KELLY A.	146		1,492.91
05/14/2016	PC	05/20/2016	21295	DOAN, GERARD P.	201		1,558.33
05/14/2016	PC	05/20/2016	21296	SCHLAPPI, JAMES L.	204		1,176.83
05/14/2016	PC	05/20/2016	21297	UMULIS, MATTHEW T.	205		1,313.16
05/14/2016	PC	05/20/2016	21298	HANKINS, SCOTT A.	208		1,494.68
05/14/2016	PC	05/20/2016	21299	ORBAN, BARBARA K.	209		1,167.24
05/14/2016	PC	05/20/2016	21300	TRAEGER, JASON A.	210		1,263.71
05/14/2016	PC	05/20/2016	21301	FLICKEMA, ANDREW M.	211		1,470.95
05/14/2016	PC	05/20/2016	21302	MATELSKI, KIMBERLY A.	212		1,118.59
05/14/2016	PC	05/20/2016	21303	EVANS JR, HALBERT K.	214		1,468.90
05/14/2016	PC	05/20/2016	21304	KLOOSTER, PATRICK H.	216		318.69
05/14/2016	PC	05/20/2016	21305	GREENE, GLORIA C.	243		218.16
05/14/2016	PC	05/20/2016	21306	TELGENHOF, WILL G.	246		124.23
05/14/2016	PC	05/20/2016	21307	GREYERBIEHL, KELLY M.	260		100.03
05/14/2016	PC	05/20/2016	21308	ROLOFF, ROBERT P.	304		3,567.72
05/14/2016	PC	05/20/2016	21309	RILEY, DENISE M.	306		418.25
05/14/2016	PC	05/20/2016	21310	LOPER II, GARY D.	308		600.93
05/14/2016	PC	05/20/2016	21311	WURST, RANDALL W.	411		1,142.21
05/14/2016	PC	05/20/2016	21312	MAYER, SHELLEY L.	412		1,333.96
05/14/2016	PC	05/20/2016	21313	HILLING, NICHOLAS A.	413		1,175.81
05/14/2016	PC	05/20/2016	21314	MEIER III, CHARLES A.	421		1,423.73
05/14/2016	PC	05/20/2016	21315	ZACHARIAS, STEVEN B.	422		1,351.37
05/14/2016	PC	05/20/2016	21316	EATON, BRAD A.	515		1,865.69
05/14/2016	PC	05/20/2016	21317	WILSON, TIMOTHY J.	516		1,985.55
05/14/2016	PC	05/20/2016	21318	LAVOIE, RICHARD L.	519		1,753.15
05/14/2016	PC	05/20/2016	21319	STEVENS, BRANDON C.	521		1,645.46
05/14/2016	PC	05/20/2016	21320	DRAVES, MARTIN J.	523		1,695.57
05/14/2016	PC	05/20/2016	21321	BROWN, STEPHANIE C.	524		1,020.24
05/14/2016	PC	05/20/2016	21322	ELLIOTT, PATRICK M.	600		1,961.37
05/14/2016	PC	05/20/2016	21323	SCHWARTZFISHER, JOS	603		1,034.69
05/14/2016	PC	05/20/2016	21324	BRADLEY, KELLY R.	614		1,283.73
05/14/2016	PC	05/20/2016	21325	HART II, DELBERT W.	616		1,501.06
05/14/2016	PC	05/20/2016	21326	JONES, ROBERT F.	618		1,079.70
05/14/2016	PC	05/20/2016	21327	DORAN, JUSTIN J.	621		1,218.07
05/14/2016	PC	05/20/2016	21328	MANKER JR, DAVID W.	638		482.34
05/14/2016	PC	05/20/2016	21329	MANKER SR, DAVID W.	639		688.05
05/14/2016	PC	05/20/2016	21330	BECKER, MICHAEL S.	641		558.56
05/14/2016	PC	05/20/2016	21331	SHEPARD, ZACHARY N.	656		493.27
05/14/2016	PC	05/20/2016	21332	MCGHEE, ROBERT R.	663		1,049.92
05/14/2016	PC	05/20/2016	21333	STANTS, JACOB W.	664		634.32
05/14/2016	PC	05/20/2016	21334	BLOOMER, GABRIELLE J.	665		494.33
05/14/2016	PC	05/20/2016	21335	STEWART, SAMUEL D.	668		337.26
05/14/2016	PC	05/20/2016	21336	KIRINOVIC, THOMAS F.	700		742.47
05/14/2016	PC	05/20/2016	21337	STEBE, LAURA A.	703		149.61
05/14/2016	PC	05/20/2016	21338	BITELY, KATHERINE A.	704		324.56

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/14/2016	PC	05/20/2016	21339	MILAN, JANE E.	711		515.24
05/14/2016	PC	05/20/2016	21340	HEID, THOMAS J	802		1,272.04
05/14/2016	PC	05/20/2016	21341	LEESE, ALAN K.	835		438.45
05/14/2016	PC	05/20/2016	21342	GRUNCH, RONALD J.	844		141.71
05/14/2016	PC	05/20/2016	21343	DAVIS, RONALD L.	853		183.21
05/14/2016	PC	05/20/2016	21344	FAIRCHILD, GALEN W.	855		163.79
05/14/2016	PC	05/20/2016	21345	DAKROUB, JOSEPH E.	860		213.56
05/14/2016	PC	05/20/2016	21346	MASSON, DONALD J.	861		523.18
05/14/2016	PC	05/20/2016	21347	KUSINA, DENNIS W.	862		164.75
05/14/2016	PC	05/20/2016	21348	LABLANCE, MAUREEN J.	863		125.60
05/14/2016	PC	05/20/2016	21349	MYER, ELIZABETH A.	900		1,653.03
05/14/2016	PC	05/20/2016	21350	VANLOO, JOSEPH G.	902		737.14
05/14/2016	PC	05/20/2016	21351	WYMAN, MATTHEW A.	927		1,061.72
05/14/2016	PC	05/20/2016	21352	SCHRADER, LOU ANN	929		406.29
05/14/2016	PC	05/20/2016	21353	MILLER, WILLIAM S.	933		960.02
05/14/2016	PC	05/20/2016	21354	HOUSER, JAMES F.	934		552.32
05/14/2016	PC	05/20/2016	21355	FUNKEY, KRAIG R.	1034		50.79
05/14/2016	PC	05/20/2016	21356	MEGGISON, JERRY B.	1036		103.95
05/14/2016	PC	05/20/2016	21357	RILEY, CASEY W.	1052		361.91
05/14/2016	PC	05/20/2016	21358	JONES, LARRY M.	1057		1,253.51
05/14/2016	PC	05/20/2016	21359	WILLSON, BRENDA R.	1059		518.91
05/14/2016	PC	05/20/2016	21360	BEAN, PETER J.	1060		299.91
05/14/2016	PC	05/20/2016	21361	TRAVERS, MANUEL J.	1071		786.04
05/14/2016	PC	05/20/2016	21362	RILEY, DANIEL A.	1079		783.52
05/14/2016	PC	05/20/2016	21363	DROST, PATRICIA A.	2002		155.00
05/14/2016	PC	05/20/2016	21364	CARLSON, JOANNE E.	2007		155.00
05/14/2016	PC	05/20/2016	21365	COLT, JUDITH C.	2018		162.75
05/14/2016	PC	05/20/2016	21366	FRANCIS, CATHERINE A.	2029		75.00
05/14/2016	PC	05/20/2016	21367	LALONDE, SANDRA L.	2032		80.00
05/14/2016	PC	05/20/2016	116714	KLINGER, LUCAS D.	235		100.43
05/14/2016	PC	05/20/2016	116715	SWEM, DONALD L.	512		1,833.28
05/14/2016	PC	05/20/2016	116716	WHITLEY, ANDREW T.	522		1,540.34
05/14/2016	PC	05/20/2016	116717	MORRISON, KEVIN P.	601		1,146.67
05/14/2016	PC	05/20/2016	116718	HODGE, MICHAEL J.	606		1,252.30
05/14/2016	PC	05/20/2016	116719	JOHNSON, STEVEN P.	617		1,140.12
05/14/2016	PC	05/20/2016	116720	BISHAW, JAMES H.	633		609.20
05/14/2016	PC	05/20/2016	116721	GILL, DAVID R.	856		962.66
05/14/2016	PC	05/20/2016	116722	TODD, RICHARD D.	859		185.70
05/14/2016	PC	05/20/2016	116723	STEVENS, JEFFREY W.	1028		399.46
05/14/2016	PC	05/20/2016	116724	ROLOFF, AUDREY M.	1037		1,669.57
05/14/2016	PC	05/20/2016	116725	MATTER, DAWSON K.	1038		1,008.75
05/14/2016	PC	05/20/2016	116726	SCOTT JR., WINFIELD	1072		22.03
05/14/2016	PC	05/20/2016	116727	RUDOLPH, JOELLEN B.	2008		162.75
05/14/2016	PC	05/20/2016	116728	LEFT, LILLIAN M.	2010		155.00
05/14/2016	PC	05/20/2016	116729	BUDAY, JOAN E.	2011		162.75
05/14/2016	PC	05/20/2016	116730	CAMPBELL, KAREN L.	2013		184.00
05/14/2016	PC	05/20/2016	116731	PICOTTE, DIANE M.	2016		80.00
Grand Totals:			104				89,383.23

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/14/2016	05/20/2016	116732	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	248.46
05/14/2016	05/20/2016	116733	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	166.74
05/14/2016	05/20/2016	116733	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	379.74
05/14/2016	05/20/2016	116734	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 5/14/2	56.00
05/14/2016	05/20/2016	116735	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,286.16
05/14/2016	05/20/2016	116736	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
05/14/2016	05/20/2016	116737	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	489.93
05/14/2016	05/20/2016	116738	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	705.51
05/14/2016	05/20/2016	116739	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,825.52
Grand Totals:		<u>9</u>				<u>5,308.06</u>

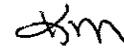
Check Number	Payee	Amount
05/23/2016		
116753	RUSSELL, JACK	1,000.00
Total 05/23/2016:		1,000.00
Grand Totals:		1,000.00

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
5/28/2016	PC	06/03/2016	21368	WELLER, LINDA JO	101		\$ 1,481.57
5/28/2016	PC	06/03/2016	21369	HEYDLAUFF, MARK L.	102		\$ 2,402.53
5/28/2016	PC	06/03/2016	21370	GOLDING, JOYCE M.	106		\$ 1,082.62
5/28/2016	PC	06/03/2016	21371	DEROSIA, PATRICIA E.	107		\$ 1,008.23
5/28/2016	PC	06/03/2016	21372	DOYLE, ANNE E.	108		\$ 1,387.69
5/28/2016	PC	06/03/2016	21373	LOY, EVELYN R.	117		\$ 1,029.15
5/28/2016	PC	06/03/2016	21374	KLOOSTER, ALIDA K.	121		\$ 1,750.97
5/28/2016	PC	06/03/2016	21375	GOLOVICH, KAREN J.	122		\$ 960.42
5/28/2016	PC	06/03/2016	21376	SPENCLEY, PATRICIA L.	136		\$ 1,320.80
5/28/2016	PC	06/03/2016	21377	PANOFF, ZACHARY R.	141		\$ 1,180.04
5/28/2016	PC	06/03/2016	21378	MILLER, FAITH G.	142		\$ 23.65
5/28/2016	PC	06/03/2016	21379	LEESE, MERRI C.	145		\$ 389.77
5/28/2016	PC	06/03/2016	21380	MCGINN, KELLY A.	146		\$ 1,492.92
5/28/2016	PC	06/03/2016	21381	DOAN, GERARD P.	201		\$ 1,558.33
5/28/2016	PC	06/03/2016	21382	SCHLAPPI, JAMES L.	204		\$ 878.17
5/28/2016	PC	06/03/2016	21383	UMULIS, MATTHEW T.	205		\$ 1,216.19
5/28/2016	PC	06/03/2016	21384	HANKINS, SCOTT A.	208		\$ 1,745.35
5/28/2016	PC	06/03/2016	21385	ORBAN, BARBARA K.	209		\$ 1,128.67
5/28/2016	PC	06/03/2016	21386	TRAEGER, JASON A.	210		\$ 1,082.62
5/28/2016	PC	06/03/2016	21387	FLICKEMA, ANDREW M.	211		\$ 1,818.68
5/28/2016	PC	06/03/2016	21388	MATELSKI, KIMBERLY A.	212		\$ 1,118.59
5/28/2016	PC	06/03/2016	21389	EVANS JR, HALBERT K.	214		\$ 1,468.90
5/28/2016	PC	06/03/2016	21390	KLOOSTER, PATRICK H.	216		\$ 582.68
5/28/2016	PC	06/03/2016	21391	ENGSTROM, TYLER A.	225		\$ 339.26
5/28/2016	PC	06/03/2016	21392	GROSBURG, ASHLEY M.	226		\$ 74.00
5/28/2016	PC	06/03/2016	21393	VANLOO, JORDAN C.	239		\$ 565.92
5/28/2016	PC	06/03/2016	21394	GREENE, GLORIA C.	243		\$ 463.58
5/28/2016	PC	06/03/2016	21395	DAVIS, LEAH R.	245		\$ 239.83
5/28/2016	PC	06/03/2016	21396	TELGENHOF, WILL G.	246		\$ 517.66
5/28/2016	PC	06/03/2016	21397	GREYERBIEHL, KELLY M.	260		\$ 100.03
5/28/2016	PC	06/03/2016	21398	ROLOFF, ROBERT P.	304		\$ 1,674.13
5/28/2016	PC	06/03/2016	21399	RILEY, DENISE M.	306		\$ 420.27
5/28/2016	PC	06/03/2016	21400	WURST, RANDALL W.	411		\$ 1,449.53
5/28/2016	PC	06/03/2016	21401	MAYER, SHELLEY L.	412		\$ 1,499.48
5/28/2016	PC	06/03/2016	21402	HILLING, NICHOLAS A.	413		\$ 1,076.20
5/28/2016	PC	06/03/2016	21403	MEIER III, CHARLES A.	421		\$ 1,081.36
5/28/2016	PC	06/03/2016	21404	ZACHARIAS, STEVEN B.	422		\$ 1,310.36
5/28/2016	PC	06/03/2016	21405	EATON, BRAD A.	515		\$ 2,188.95
5/28/2016	PC	06/03/2016	21406	WILSON, TIMOTHY J.	516		\$ 2,285.46
5/28/2016	PC	06/03/2016	21407	LAVOIE, RICHARD L.	519		\$ 1,721.65
5/28/2016	PC	06/03/2016	21408	STEVENS, BRANDON C.	521		\$ 1,922.63
5/28/2016	PC	06/03/2016	21409	DRAVES, MARTIN J.	523		\$ 1,553.42
5/28/2016	PC	06/03/2016	21410	BROWN, STEPHANIE C.	524		\$ 1,020.24
5/28/2016	PC	06/03/2016	21411	SOMERVILLE, DAVID A.	525		\$ 1,241.69
5/28/2016	PC	06/03/2016	21412	ELLIOTT, PATRICK M.	600		\$ 1,961.37
5/28/2016	PC	06/03/2016	21413	SCHWARTZFISHER, JOSEPH L.	603		\$ 1,128.80
5/28/2016	PC	06/03/2016	21414	BRADLEY, KELLY R.	614		\$ 1,286.23
5/28/2016	PC	06/03/2016	21415	HART II, DELBERT W.	616		\$ 1,695.60
5/28/2016	PC	06/03/2016	21416	JONES, ROBERT F.	618		\$ 1,249.73
5/28/2016	PC	06/03/2016	21417	DORAN, JUSTIN J.	621		\$ 1,406.58
5/28/2016	PC	06/03/2016	21418	MANKER JR, DAVID W.	638		\$ 493.86
5/28/2016	PC	06/03/2016	21419	MANKER SR, DAVID W.	639		\$ 733.16
5/28/2016	PC	06/03/2016	21420	BECKER, MICHAEL S.	641		\$ 580.50
5/28/2016	PC	06/03/2016	21421	SHEPARD, ZACHARY N.	656		\$ 587.04
5/28/2016	PC	06/03/2016	21422	MCGHEE, ROBERT R.	663		\$ 1,267.03
5/28/2016	PC	06/03/2016	21423	STANTS, JACOB W.	664		\$ 665.15
5/28/2016	PC	06/03/2016	21424	BLOOMER, GABRIELLE J.	665		\$ 530.87

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
5/28/2016	PC	06/03/2016	21425	STEWART, SAMUEL D.	668		\$ 616.44
5/28/2016	PC	06/03/2016	21426	SMITH, ALEXIS M.	669		\$ 587.04
5/28/2016	PC	06/03/2016	21427	KIRINOVIC, THOMAS F.	700		\$ 853.18
5/28/2016	PC	06/03/2016	21428	STEBE, LAURA A.	703		\$ 151.69
5/28/2016	PC	06/03/2016	21429	BITELY, KATHERINE A.	704		\$ 105.14
5/28/2016	PC	06/03/2016	21430	MILAN, JANE E.	711		\$ 662.86
5/28/2016	PC	06/03/2016	21431	KIRINOVIC, CHANDLER E.	717		\$ 59.90
5/28/2016	PC	06/03/2016	21432	BERNIER, RACHEL M.	718		\$ 256.91
5/28/2016	PC	06/03/2016	21433	MACGILLIVRAY, RAYMOND L.	720		\$ 74.50
5/28/2016	PC	06/03/2016	21434	SABSOOK, SARA E.	721		\$ 11.57
5/28/2016	PC	06/03/2016	21435	PARKER-DROST, HERO	775		\$ 61.66
5/28/2016	PC	06/03/2016	21436	HOLECHECK, JENNACA R.	777		\$ 65.19
5/28/2016	PC	06/03/2016	21437	HEID, THOMAS J	802		\$ 1,272.04
5/28/2016	PC	06/03/2016	21438	LEESE, ALAN K.	835		\$ 489.41
5/28/2016	PC	06/03/2016	21439	GRUNCH, RONALD J.	844		\$ 292.47
5/28/2016	PC	06/03/2016	21440	DAVIS, RONALD L.	853		\$ 177.82
5/28/2016	PC	06/03/2016	21441	FAIRCHILD, GALEN W.	855		\$ 191.89
5/28/2016	PC	06/03/2016	21442	DAKROUB, JOSEPH E.	860		\$ 359.46
5/28/2016	PC	06/03/2016	21443	MASSON, DONALD J.	861		\$ 592.26
5/28/2016	PC	06/03/2016	21444	KUSINA, DENNIS W.	862		\$ 232.14
5/28/2016	PC	06/03/2016	21445	LABLANCE, MAUREEN J.	863		\$ 190.01
5/28/2016	PC	06/03/2016	21446	MYER, ELIZABETH A.	900		\$ 1,881.11
5/28/2016	PC	06/03/2016	21447	VANLOO, JOSEPH G.	902		\$ 839.48
5/28/2016	PC	06/03/2016	21448	WYMAN, MATTHEW A.	927		\$ 1,006.89
5/28/2016	PC	06/03/2016	21449	SCHRADER, LOU ANN	929		\$ 632.75
5/28/2016	PC	06/03/2016	21450	BOSS, RYDER S.	932		\$ 430.74
5/28/2016	PC	06/03/2016	21451	MILLER, WILLIAM S.	933		\$ 1,189.29
5/28/2016	PC	06/03/2016	21452	HOUSER, JAMES F.	934		\$ 534.04
5/28/2016	PC	06/03/2016	21453	JONES, LARRY M.	1057		\$ 129.95
5/28/2016	PC	06/03/2016	109332	VANMETER-SANDERSON, KIMBERLY	90		\$ (132.14) VOID
5/28/2016	PC	06/03/2016	111861	WILSON, TIMOTHY J.	516	Longevity Pay	\$ (89.35) VOID
5/28/2016	PC	06/03/2016	114439	MACGILLIVRAY, RAYMOND L.	720		\$ (70.48) VOID
5/28/2016	PC	06/03/2016	114566	KLINGER, BRADLEY W.	244		\$ (294.31) VOID
5/28/2016	PC	06/03/2016	115419	BOSS, RYDER S.	932	Christmas Bonus	\$ (61.66) VOID
5/28/2016	PC	06/03/2016	116754	VANMETER-SANDERSON, KIMBERLY	90		\$ 132.14
5/28/2016	PC	06/03/2016	116755	GERBER, SAMUEL A.	147		\$ 50.79
5/28/2016	PC	06/03/2016	116756	SCHLAPPI, JAMES L.	204	License Stipend	\$ 872.06
5/28/2016	PC	06/03/2016	116757	UMULIS, MATTHEW T.	205	License Stipend	\$ 175.84
5/28/2016	PC	06/03/2016	116758	URBAN, BARBARA K.	209	License Stipend	\$ 632.51
5/28/2016	PC	06/03/2016	116759	TRAEGER, JASON A.	210	License Stipend	\$ 158.55
5/28/2016	PC	06/03/2016	116760	FLICKEMA, ANDREW M.	211	License Stipend	\$ 169.30
5/28/2016	PC	06/03/2016	116761	KLINGER, LUCAS D.	235		\$ 380.37
5/28/2016	PC	06/03/2016	116762	KLINGER, BRADLEY W.	244		\$ 294.31
5/28/2016	PC	06/03/2016	116763	KLINGER, BRADLEY W.	244		\$ 124.23
5/28/2016	PC	06/03/2016	116764	SWEM, DONALD L.	512		\$ 1,833.28
5/28/2016	PC	06/03/2016	116765	WILSON, TIMOTHY J.	516	Longevity Pay	\$ 89.35
5/28/2016	PC	06/03/2016	116766	WHITLEY, ANDREW T.	522		\$ 1,977.89
5/28/2016	PC	06/03/2016	116767	MORRISON, KEVIN P.	601		\$ 961.81
5/28/2016	PC	06/03/2016	116768	HODGE, MICHAEL J.	606		\$ 1,264.48
5/28/2016	PC	06/03/2016	116769	JOHNSON, STEVEN P.	617		\$ 1,138.97
5/28/2016	PC	06/03/2016	116770	BISHAW, JAMES H.	633		\$ 717.26
5/28/2016	PC	06/03/2016	116771	MACGILLIVRAY, RAYMOND L.	720		\$ 70.48
5/28/2016	PC	06/03/2016	116772	GILL, DAVID R.	856		\$ 1,099.71
5/28/2016	PC	06/03/2016	116773	TODD, RICHARD D.	859		\$ 243.35
5/28/2016	PC	06/03/2016	116774	BOSS, RYDER S.	932	Christmas Bonus	\$ 61.66
5/28/2016	PC	06/03/2016	116775	STEVENS, JEFFREY W.	1028		\$ 204.77
Grand Totals:							\$ 90,393.11

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Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
05/28/2016	06/03/2016	116776	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	248.46
05/28/2016	06/03/2016	116777	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	232.08
05/28/2016	06/03/2016	116777	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	379.74
05/28/2016	06/03/2016	116778	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 5/28/2	56.00
05/28/2016	06/03/2016	116779	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,286.16
05/28/2016	06/03/2016	116780	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
05/28/2016	06/03/2016	116781	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	489.93
05/28/2016	06/03/2016	116782	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	401.83
05/28/2016	06/03/2016	116783	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 5	201.00
05/28/2016	06/03/2016	116784	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,993.12
Grand Totals:		10				5,438.32



Check Number	Payee	Amount
06/07/2016		
116785	AARMOR SEAL	125.00
116786	AIRGAS USA LLC	61.60
116787	ALL-PHASE ELECTRIC SUPPLY CO.	392.46
116788	AMERICAN WASTE INC.	3,880.76
116789	ANYBATTERY INC.	579.52
116790	ARCADIA BENEFITS GROUP INC	25.00
116791	ARROW UNIFORM-TAYLOR L.L.C.	4,141.26
116792	ASPLUNDH TREE EXPERT CO	22,238.80
116793	AT YOUR SERVICE PLUS INC	1,500.00
116794	AVFUEL CORPORATION	46,007.75
116795	B & L SOUND INC	153.95
116796	BELL EQUIPMENT COMPANY	1,267.08
116797	BERNIER, RACHEL M.	35.00
116798	BRADFORD'S	35.75
116799	CENTRAL DRUG STORE	29.48
116800	CERTIFIED LABORATORIES	51.96
116801	CHARLEVOIX DISTRICT LIBRARY	90.00
116802	CHARLEVOIX GLASS INC.	200.00
116803	CHARLEVOIX LITTLE LEAGUE	5,436.55
116804	CHARLEVOIX SCREEN MASTERS INC	1,086.00
116805	CHARLEVOIX TOWNSHIP	15.45
116806	CINTAS CORPORATION	117.36
116807	CINTAS CORPORATION #729	127.03
116808	CITY OF CHARLEVOIX - PETTY CASH	969.18
116809	CITY OF CHARLEVOIX - UTILITIES	31,711.48
116810	COCA-COLA REFRESHMENTS	127.09
116811	COOK FAMILY FARMS	103.00
116812	CRYSTAL FLASH ENERGY	847.88
116813	DCASSESSING SERVICES	4,371.08
116814	DeROSIA, PATTY	41.00
116815	DHASELEER, CARL	42.00
116816	DITCH WITCH SALES OF MICHIGAN	1,161.26
116817	DOAN, GERARD	283.08
116818	DXE MEDICAL INC	298.50
116819	EJ EQUIPMENT INC	238.61
116820	EJ USA INC.	650.54
116821	ELLIOTT, PATRICK M.	41.00
116822	EMERGENCY MEDICAL PRODUCTS I	649.39
116823	ETNA SUPPLY	2,080.00
116824	EVANS, HAL	41.00
116825	EYES ONLY MEDIA LLC	288.90
116826	FARMER WHITE'S	53.00
116827	FASTENAL COMPANY	142.35
116828	FISHER SCIENTIFIC	978.82
116829	FLICKEMA, ANDREW	66.00
116830	GBS INC.	162.98
116831	GELDERBLOM, PAUL	75.00
116832	GERBER HOMEMADE SWEETS	30.00

Check Number	Payee	Amount
116833	GINOP SALES INC	15.63
116834	GLOBAL EQUIPMENT COMPANY	634.32
116835	GOLDING, JOYCE	41.00
116836	GOLF SUPPLY HOUSE USA INC	85.87
116837	GRABER MANUFACTURING INC	776.95
116838	GRAINGER	9.84
116839	GRIFFIN BEVERAGE CO	84.00
116840	GUNTZVILLER, RHONDA	67.00
116841	HACH COMPANY	1,738.29
116842	HAF, JENNIFER	5.00
116843	HANKINS, SCOTT	41.00
116844	HARBOR FENCE COMPANY	15.00
116845	HARRELL'S	12,968.51
116846	HARWOOD GOLD	123.00
116847	HEID, THOMAS J.	41.00
116848	HERZOG ELECTRIC	1,197.80
116849	HEYDLAUFF, MARK L	41.00
116850	HILLING, NICHOLAS A.	142.00
116851	HOLIDAY COMPANIES	7,261.65
116852	HOLIDAY LIGHTING SERVICES INC.	4,200.00
116853	HYDE SERVICES LLC	51.20
116854	IDEXX DISTRIBUTION INC.	1,291.88
116855	IKENS, KIRK	99.00
116856	INDUSTRIAL MARKETING	53.68
116857	INTEGRIS EQUIPMENT	219.95
116858	J & B MEDICAL SUPPLY INC.	935.72
116859	JACK DOHENY SUPPLIES INC	5,250.02
116860	JACKSON-HIRSH INC	108.67
116861	JACOBSEN	53.07
116862	JOE'S PROFESSIONAL SERVICES LLC	150.00
116863	JTHOMAS PARTS	107.54
116864	KIRINOVIC, THOMAS	41.00
116865	KLOOSTER, ALIDA K.	60.01
116866	KSS ENTERPRISES	710.43
116867	KULLY SUPPLY	293.46
116868	LAMONT, JOHN	200.00
116869	LOTTIE'S BAGELS	65.00
116870	LUNDTEIGEN, ERIK	15.00
116871	LYNCH, BRANDON	11.00
116872	MAYER, SHELLEY L.	41.00
116873	MCCARTHY, JUSTIN	31.82
116874	MCCLEARY, DAVID	60.50
116875	McGINN, KELLY	64.65
116876	MD SOLUTIONS	69.10
116877	MDC CONTRACTING LLC	334,075.57
116878	MEIER III, CHARLES A.	149.00
116879	MICHIGAN MUNICIPAL ELECTRIC	10.00
116880	MICHIGAN MUNICIPAL LEAGUE	1,707.00
116881	MICHIGAN MUSHROOM MARKET LLC	100.00

Check Number	Payee	Amount
116882	MICHIGAN POLICE EQUIPMENT	826.00
116883	MIGCSA	100.00
116884	MOBLO, ELLEN	25.26
116885	MOSORYAK, JENNIFER	100.00
116886	MYER, ELIZABETH A.	41.00
116887	NATIONAL HOSE TESTING SPECIALTI	2,473.20
116888	NORTH COAST FASTENERS LLC	27.80
116889	NORTH COUNTRY CRITTERS	20.00
116890	NORTHEAST WISCONSIN TECHNICAL	225.00
116891	NORTHERN A-1 ENVIRONMENTAL SE	9,170.00
116892	NORTHERN CREDIT BUREAU	190.46
116893	NORTHERN MICHIGAN HARDWOODS	35.00
116894	NORTHERN MICHIGAN REVIEW INC.	144.00
116895	NORTHERN PUMP SERVICE INC.	940.00
116896	NORTHERN SAFETY CO INC	249.62
116897	NORTHWEST DESIGN GROUP	799.25
116898	OLD DOMINION BRUSH	138.52
116899	OLSON BZDOK & HOWARD	1,119.93
116900	PALMER, JACK	75.00
116901	PANOFF, ZACH	41.00
116902	PARASTAR INC.	1,087.83
116903	PEARSALL, MICHAEL	550.00
116904	PERFORMANCE ENGINEERS INC	48,102.71
116905	PLUNKETT & COONEY	1,940.00
116906	POND HILL FARM LLC	110.00
116907	PORT SUPPLY	252.75
116908	POWER LINE SUPPLY	4,221.83
116909	PREIN & NEWHOF	37,142.12
116910	PURITY CYLINDER GASES INC	91.95
116911	QUILL CORP	305.87
116912	ROLOFF, ROBERT	41.00
116913	S&W HEALTHCARE CORPORATION	256.74
116914	SAUL, GINNIE	100.00
116915	SCHLEBEN, JENNY	75.00
116916	SECURITY SANITATION INC.	95.00
116917	SITE PLANNING DEVELOPMENT INC	1,600.00
116918	SPARTAN DISTRIBUTORS INC	875.13
116919	SPICER GROUP INC	1,897.50
116920	STATE OF MICHIGAN	2,646.87
116921	STEVENS, GREG	8.64
116922	SUPERIOR MECHANICAL	1,048.29
116923	SWANSON K & D INC	2,592.50
116924	SWEM, DONALD L.	41.00
116925	TERMINAL SUPPLY CO	71.05
116926	THOMPSON, ERIC	137.50
116927	TNT CONSTRUCTION	8,010.00
116928	TOP QUALITY GLOVE	179.70
116929	TRI-TURF	80.68
116930	ULTRAMAX	706.00

Check Number	Payee	Amount
116931	UP NORTH PROPERTY SERVICES LL	1,947.25
116932	WARD BROTHERS BOATS INC	183.58
116933	WELDON, GLENN JR	75.00
116934	WELLER, LINDA	41.00
116935	WHOLLY GRANOLY LLC	21.00
116936	WOJAN PLUMBING & HEATING	7,670.16
116937	WORK & PLAY SHOP	689.66
116938	WURST, RANDALL W.	41.00
116939	WYMAN, MATTHEW A.	41.00
116940	YENNOR, SAMUEL	45.16
116941	YP	210.00
116942	ZACHARIAS, STEVEN B.	245.91
Total 06/07/2016:		650,784.45
Grand Totals:		650,784.45

Check Number	Payee	Amount
05/16/2016		
51616001	MICHIGAN PUBLIC POWER AGENCY	19,661.93
Total 05/16/2016:		19,661.93
Grand Totals:		19,661.93

Check Number	Payee	Amount
05/18/2016		
51816001	DTE ENERGY	4,172.76
Total 05/18/2016:		4,172.76
Grand Totals:		4,172.76

Check Issue Date	Check Number	Payee	Amount
52016001			
05/20/2016	52016001	**EFTPS* Payroll Taxes	8,290.74
05/20/2016	52016001	**EFTPS* Payroll Taxes	8,290.74
05/20/2016	52016001	**EFTPS* Payroll Taxes	1,939.00
05/20/2016	52016001	**EFTPS* Payroll Taxes	1,939.00
05/20/2016	52016001	**EFTPS* Payroll Taxes	13,502.68
Total 52016001:			
	5		33,962.16
52016002			
05/20/2016	52016002	Alerus Financial	420.00
Total 52016002:			
	1		420.00
52016003			
05/20/2016	52016003	STATE OF MICHIGAN	4,898.86
Total 52016003:			
	1		4,898.86
52016004			
05/20/2016	52016004	Vantagepoint - 401 Plan 109153	699.94
Total 52016004:			
	1		699.94
52016005			
05/20/2016	52016005	Vantagepoint - 457 Plan 300959	4,860.03
05/20/2016	52016005	Vantagepoint - 457 Plan 300959	557.63
05/20/2016	52016005	Vantagepoint - 457 Plan 300959	1,745.94
05/20/2016	52016005	Vantagepoint - 457 Plan 300959	5,277.09
Total 52016005:			
	4		12,440.69
52016006			
05/20/2016	52016006	Vantagepoint - Roth IRA 706117	721.53
Total 52016006:			
	1		721.53
Grand Totals:			
	13		53,143.18

Check Number	Payee	Amount
05/20/2016		
52016007	MERS	26,229.92
	Total 05/20/2016:	26,229.92
	Grand Totals:	26,229.92

Check Number	Payee	Amount
05/23/2016		
52316001	MICHIGAN PUBLIC POWER AGENCY	26,041.24
Total 05/23/2016:		26,041.24
Grand Totals:		26,041.24

Check Number	Payee	Amount
05/25/2016		
52516001	MICHIGAN PUBLIC POWER AGENCY	215,603.10
Total 05/25/2016:		215,603.10
Grand Totals:		215,603.10

Check Number	Payee	Amount
05/31/2016		
53116001	MICHIGAN PUBLIC POWER AGENCY	23,958.72
Total 05/31/2016:		23,958.72
Grand Totals:		23,958.72

Check Issue Date	Check Number	Payee	Amount
60316001			
06/03/2016	60316001	**EFTPS* Payroll Taxes	8,418.97
06/03/2016	60316001	**EFTPS* Payroll Taxes	8,418.97
06/03/2016	60316001	**EFTPS* Payroll Taxes	1,969.01
06/03/2016	60316001	**EFTPS* Payroll Taxes	1,969.01
06/03/2016	60316001	**EFTPS* Payroll Taxes	12,572.17
Total 60316001:			
	5		33,348.13
60316002			
06/03/2016	60316002	Alerus Financial	420.00
Total 60316002:			
	1		420.00
60316003			
06/03/2016	60316003	STATE OF MICHIGAN	4,844.39
Total 60316003:			
	1		4,844.39
60316004			
06/03/2016	60316004	Vantagepoint - 401 Plan 109153	699.94
Total 60316004:			
	1		699.94
60316005			
06/03/2016	60316005	Vantagepoint - 457 Plan 300959	4,860.03
06/03/2016	60316005	Vantagepoint - 457 Plan 300959	574.62
06/03/2016	60316005	Vantagepoint - 457 Plan 300959	1,775.47
06/03/2016	60316005	Vantagepoint - 457 Plan 300959	5,608.37
Total 60316005:			
	4		12,818.49
60316006			
06/03/2016	60316006	Vantagepoint - Roth IRA 706117	721.53
Total 60316006:			
	1		721.53
Grand Totals:			
	13		52,852.48

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Huron Wind Power Purchase Commitment
DATE: June 6, 2016
PRESENTED BY: Don Swem
ATTACHMENTS: None

BACKGROUND INFORMATION:

Periodically for the last several years, the City has looked at the possibility of investing in some form of wind energy, either by joining other utilities in a wind farm or even building our own windmills. The reason nothing has ever been done is that it has always been too expensive. There have always been better investments for the City to make. When the 10% renewable portfolio was mandated by the State, the City ended up meeting that goal by investing in Landfill Gas Plants, which is a different form of renewable energy that at that time was very economical compared to wind or solar.

Over the past few years, things have really changed. The State Legislature is currently working on bills that may set new renewable goals in the future. The current goal was to have 10% of our energy come from renewable sources by the year 2015, which we met with the Landfill Gas Plants. We actually we came out almost 1% short, because of the supplier's failure to get the last few plants online on time; but the extra we generated in prior years made up for it.)

Most likely the new goal will require us to meet a combination goal of renewables and energy savings of 35% of our load by the year 2025. Even if that goal does not become law, there is a strong possibility that something similar will be put in place. Even without a law, it still makes sense to continue to pursue goals that reduce our carbon footprint, while making economic sense. Wind energy has become dramatically less expensive in the past few years.

Right now, we have the opportunity to purchase a significant amount of wind energy for an extremely reasonable price under very favorable terms. Wind represents the largest remaining power supply resource that can help protect the City from rising natural gas prices, as coal and nuclear power are both being phased out. The federal tax credits are significant for wind power and were just recently extended. The Federal push for renewables, makes wind even more valuable. Prime locations for new wind power in Michigan are limited, with most already being taken or restricted from development. Large customers around the State are pushing for up to 100% renewables. On top of all that, the price for wind power has dropped over 60% in the last

decade. Please note that I said the same kind of thing to Council several years ago about the Landfill Gas Plants being very economical. I cannot predict the future and with the economic downturn, the price of those plants turned out to be quite high. The Wind PPA being presented tonight is less than half the price of those plants, and so I am saying that the wind is very low priced, but of course that could change over the years too. The point is, that at this time, with what we know, this is the best deal we can get for wind now or in the future, so it makes a good hedge against the chance of future rising prices.

MPPA has been studying wind developers for a couple of years now and investigating several different opportunities. For example, prices in the Iowa area are incredibly low right now, but to transport that energy to Charlevoix would be expensive and risky, and future Michigan law may not even give credit for "out of state" wind. In Michigan itself, the thumb area is the best area for wind power as anyplace else has a significantly lower capacity factor (which affects how economical the unit is).

MPPA is recommending we join in the Huron Wind PPC, which is a 20-year Power Purchase Commitment (PPC) with NextEra Energy Inc. NextEra is the largest wind power operator in North America, and uses the latest technology for their wind generation. The Huron Wind Project is located in the thumb area, with most of the preliminary work, including supportive land owners, already done by NextEra. The Power Purchase Commitment with NextEra is written in very favorable terms for the cities, with NextEra taking all of the risk. The project is slated to go into operation in mid-2018. 90% of MPPA cities are joining this project (and the rest already have enough renewables).

The PPC is for 20 years starting with the first full year of operation (or 2019 at the latest). The levelized price over the 20 year term is under \$50 and will have very little impact on our overall power costs, and at the same time will boost our renewable energy portfolio to upwards of 22.4% of our total load. The PPC will be a part of the Energy Services Project at MPPA and as such is subject to all of the terms and conditions of that project.

RECOMMENDATION:

Motion to authorize the Michigan Public Power Agency to enter into a Purchase Power Commitment (PPC) with Huron Wind LLC so that the City of Charlevoix will be entitled to 4.06% of all energy, capacity, and Environmental Attributes under the PPC and will be responsible to cover 4.06% of all of MPPA's financial obligations under the PPC.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: 2016 infrastructure Change Order #1

DATE: June 6, 2016

PRESENTED BY: Patrick Elliott, DPW Superintendent

ATTACHMENTS: Change Order Number One

BACKGROUND INFORMATION: As you are aware, we are now in full swing completing the 2016 Infrastructure improvements throughout Charlevoix. To date, the project has been moving along very smoothly, and we are basically still on time and within budget.

Staff is proposing that Council approve Change Order #1, which consists of the replacement of an existing sanitary sewer line on East Garfield from Meadowlane going west approximately 270 lineal feet. This will also include the installation of two new manholes, new road surface and any other restoration work that is needed due to the construction activities. This section of line frequently requires maintenance to prevent clogging. By completing this work, the sewer line flow will improve and will not clog up in the downstream manhole.

MDC Contracting has used the same unit pricing that they originally bid for the larger project. The total change order is \$28,453.46. Even with adding this new project to the contract, we will still be about \$37,000.00 under the Engineer's estimate.

RECOMMENDATION: Motion to approve Change Order #1 in the amount of \$28,453.46 with MDC Contracting.

CONSTRUCTION CONTRACT CHANGE ORDER #1

Owner Name: City of Charlevoix

Owner Address: Charlevoix, Michigan

Project Name/Number: City of Charlevoix 2016 Infrastructure Improvements 15-4714

Contractor: MDC Contracting, LLC

Date: June 1, 2016

Change Order No: 1.0

COST ITEM	UNITS	QTY	UNIT COST	TOTAL COST
S-MOD CLB, 8"	LFT	164	\$34.50	\$5,658.00
S-MOD CLB, 6"	LFT	90	\$27.00	\$2,430.00
SAN Structure 48"	EA	2	\$2,475.00	\$4,950.00
DR Structure Cover (Q)SP	EA	2	\$725.00	\$1,450.00
HMA Surface Removal Modified	SYD	507	\$3.05	\$1,546.35
Dr Structure, Rem, San	EA	1	\$265.00	\$265.00
Machine Grading	STA	2	\$525.00	\$1,050.00
Aggregate Base 6"	SYD	507	\$5.80	\$2,940.60
HMA Top 1-1/2"	TON	45	\$74.00	\$3,330.00
HMA Base 1-1/2"	TON	45	\$68.35	\$3,075.75
Mulch	SYD	356	\$0.65	\$231.40
Mulch Anchoring	SYD	356	\$0.06	\$21.36
Topsoil	SYD	356	\$4.00	\$1,424.00
Seed	LBS	27	\$3.00	\$81.00
			TOTAL =	\$28,453.46

Original Contract Amount = \$2,700,546.73
Previous Change Order Amount = \$0.00
Revised Contract Amount = \$2,729,000.19

CONTRACTOR:

By: _____

Date: _____

\$28,453.46 is recommended by ENGINEER, Performance Engineers, Inc., to be added to the contract.

By: _____

Date: _____

APPROVED: OWNER

By: _____

Date: _____

CHARLEVOIX CITY COUNCIL
AGENDA ITEM

AGENDA ITEM TITLE: Construction Contract for Runway 9-27 Friction Improvement

DATE: June 6, 2016

PRESENTED BY: Matt Wyman, Operations Manager
David Joye, RS&H Airport Consultant

ATTACHMENTS: Bid Tab and Recommendation Letter
Construction Contract
Resolution 2016-06-XX, ,

BACKGROUND INFORMATION:

In September 2015, the City executed a design contract with RS&H for the Runway 9-27 Friction Improvement, Lighting Rehabilitation and RSA Sidewalk Removal. The bid opening for this project was May 26, 2016. Bids were reviewed by RS&H for accuracy and no errors were found (or several errors were found that did or did not affect the low bid). RS&H has recommended the award of the construction contract to Elmer's Crane and Dozer, Inc. for the bid amount of \$1,169,431.24. Bid tabulation and recommendation are attached. Proposed start of construction is September 2016.

This contract will also be included in the FAA AIP Grant 3-26-0032-2016. Project funding breakdown is 90% Federal, 5% State (MDOT) and 5% Local match.

The City would not sign the construction contract until after review by City staff and the City Attorney.

RECOMMENDATION:

Motion to adopt resolution 2016-06-XX and authorize the City Manager to execute the Construction Contract with Elmer's Crane and Dozer, Inc. in the amount of \$1,169,431.24.



G-3101 West Bristol Road
Suite 300
Flint, Michigan 48507

☎ 810-232-6899
F 810-232-6840
rsandh.com

May 27, 2016

Ms. Liz Myer
City of Charlevoix
210 State Street
Charlevoix, MI 49720

Re: Charlevoix Municipal Airport
Runway 9-27 Friction Improvement
FAA AIP No. 3-26-0017-1915/2016
MDOT No. FM 26-01-C49
RS&H Project No. 210-3616-001

Dear Ms. Myer:

Please find enclosed the Tabulation of Bids from the Thursday, May 26, 2016 bid opening. Three (3) contractors submitted bids, all of which were responsive.

Elmer's Crane and Dozer, Inc.'s submitted base bid of \$1,169,431.24 was the as-read low bid. No errors or omissions were found in their bid. All other bids submitted were also reviewed, and no errors were found.

It is recommended that Elmer's Crane and Dozer, Inc. be awarded the contract for this project, in the total amount of \$1,169,431.24, subject to legal review, council approval, and procurement of funding.

Also enclosed are the original contractor bids. Feel free to contact us with any questions or concerns.

Sincerely,

RS&H MICHIGAN, INC.

David M. Joye, PE
Aviation Engineer

Enc.

Cc: File: 210-3616-001 - I.2.d

Bid Tabulation Summary

BIDDER	BASE BID	TOTAL
Engineer's Estimate	\$ 1,228,380.00	\$ 1,228,380.00
Elmer's Crane and Dozer, Inc.	\$ 1,169,431.24	\$ 1,169,431.24
Rieth-Riley Construction Co., Inc.	\$ 1,231,235.00	\$ 1,231,235.00
Payne & Dolan, Inc.	\$ 1,393,326.00	\$ 1,393,326.00

Bid Tabulation Errors

BIDDER	TABULATION ERRORS	NET EFFECT ON GRAND TOTALS
Elmer's Crane and Dozer, Inc.	None	None
Rieth-Riley Construction Co., Inc.	None	None
Payne & Dolan, Inc.	None	None

Bid Requirement Checklist

Bld Requirement	BIDDER			
	Elmer's Crane and Dozer, Inc.	Rieth-Riley Construction Co., Inc.	Payne & Dolan, Inc.	
1.) Proposal Form (P-1-3)	✓	✓	✓	
2.) Acknowledgment of Addenda (P-2)	✓	✓	✓	
3.) Proposal Affidavit (P-4)	✓	✓	✓	
4.) Proposal Guaranty (P-5)	✓	✓	✓	
5.) Surety's Bond Affidavit (P-6)	✓	✓	✓	
6.) EEO Report Statement (P-7)	✓	✓	✓	
7.) Non-Collusion Affidavit (P-8)	✓	✓	✓	
8.) Affidavit of Compliance-Iran Economic Sanctions Act (P-9)	✓	✓	✓	
9.) Bidder's Qualifications (P-10-11)	✓	✓	✓	
10.) DBE Assurance (P-12)	✓	✓	✓	
11.) Buy America Certification (P-15-16)	✓	✓	✓	
12.) Bid Schedule (P-17-23)	✓	✓	✓	
Responsive Bid?	Yes	Yes	Yes	Yes

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Estim's Check and Query, Inc.		Black-Hilly Construction Co., Inc.		Payne & Ebers, Inc.			
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
Base Bid													
CP-105-2.1	Mobilization and General Conditions	LSUM	1	\$	120,000.00	\$	113,108.69	\$	113,108.69	\$	180,000.00	\$	240,000.00
M-102-1.1.1	Safety and Security	LSUM	1	\$	50,000.00	\$	69,895.04	\$	69,895.04	\$	70,000.00	\$	97,650.00
M-102-1.1.2	Safety Plan Compliance Document	LSUM	1	\$	2,000.00	\$	11,520.00	\$	11,520.00	\$	2,750.00	\$	1,000.00
P-101-5.1	Bluminous Pavement Removal	SYD	500	\$	3.00	\$	1,500.00	\$	1,865.00	\$	35.00	\$	28.00
P-101-5.2	Spill and Crack Repair	LFT	1,000	\$	1.50	\$	1,500.00	\$	2,69	\$	8.00	\$	9.50
P-101-5.3	Cold Milling Profile	SFT	1,600	\$	10.00	\$	16,000.00	\$	9,000.00	\$	3.75	\$	6.75
P-101-5.4	Concrete Slabwork Removal	SYD	2,100	\$	10.00	\$	21,000.00	\$	21,000.00	\$	2.00	\$	4,200.00
P-101-5.5	Pavement Marking Removal	SFT	38,500	\$	2.00	\$	77,000.00	\$	1.00	\$	0.85	\$	36,575.00
P-156-5.1	Inlet Protection	EACH	8	\$	100.00	\$	800.00	\$	141.78	\$	1,134.08	\$	150.00
P-156-5.2	Soil Erosion and Sedimentation Control	LSUM	1	\$	5,000.00	\$	5,000.00	\$	8,727.47	\$	2,000.00	\$	7,500.00
P-401-8.1	Bluminous Surface Course	TON	5,200	\$	85.00	\$	442,000.00	\$	65.00	\$	338,000.00	\$	426,400.00
P-603-5.1	Bluminous Tack Coat	GAL	4,500	\$	1.50	\$	6,750.00	\$	3.00	\$	13,500.00	\$	9,000.00
P-620-5.1	Temporary Airport Pavement Marking, White, Striated	SFT	30,000	\$	0.30	\$	9,000.00	\$	0.47	\$	14,100.00	\$	0.45
P-620-5.2	Temporary Airport Pavement Marking, Yellow	SFT	6,000	\$	0.50	\$	3,000.00	\$	0.47	\$	2,820.00	\$	0.45
P-620-5.3	Airport Pavement Marking, White, Striated	SFT	28,000	\$	0.30	\$	8,400.00	\$	0.79	\$	22,120.00	\$	0.75
P-620-5.4	Airport Pavement Marking, Yellow	SFT	4,000	\$	0.50	\$	2,000.00	\$	1.00	\$	4,000.00	\$	0.95
P-620-5.5	Airport Pavement Marking, Black	SFT	3,000	\$	1.00	\$	3,000.00	\$	0.37	\$	1,110.00	\$	0.35
P-621-5.1	Saw Cut Grooving	SYD	27,700	\$	1.25	\$	34,625.00	\$	2.40	\$	66,480.00	\$	1.63
F-162-5.1	Chain-Link Fence, 6' High	LFT	130	\$	25.00	\$	3,250.00	\$	44.10	\$	5,733.00	\$	42.00
F-162-5.2	Chain-Link Fence Removal	LFT	730	\$	5.00	\$	3,650.00	\$	2.19	\$	1,533.00	\$	2.00
T-601-5.1	Seeding, Hydrated with Fertilizer and Mulch	ACRE	4.00	\$	3,500.00	\$	14,000.00	\$	4,065.98	\$	16,263.96	\$	8,000.00
T-605-5.1	Topsoil, Fresh from Off-Site	CYD	1,300	\$	20.00	\$	26,000.00	\$	30.13	\$	39,169.00	\$	37.00
L-108-5.1	1/2 No. 8 AWG, 5kV, LB24, Type C, Unshielded Cable, installed in Trench, Duct Bank or Conduit	LFT	15,600	\$	1.50	\$	23,400.00	\$	2.00	\$	31,200.00	\$	2.00
L-108-5.2	1/2 No. 6 AWG, Solid, Bare Counterpoise Wire, installed in Trench, including Ground Rods and Ground Connectors	LFT	26,300	\$	2.25	\$	59,175.00	\$	1.00	\$	26,300.00	\$	1.00
L-108-5.3	1/2 No. 10 AWG, 600 V, Insulated	LFT	220	\$	1.50	\$	330.00	\$	0.50	\$	110.00	\$	0.50
L-108-5.4	1/2 No. 4 AWG, 600 V, Insulated	LFT	31,400	\$	1.50	\$	47,100.00	\$	1.25	\$	39,250.00	\$	1.25
L-108-5.5	Underground Communication Cable, 25 Pair, in Duct Bank or Conduit	LFT	200	\$	10.00	\$	2,000.00	\$	6.00	\$	1,200.00	\$	6.00
L-110-5.1	Schedule 40 PVC Conduit, 2" Direct Buried	LFT	26,300	\$	5.00	\$	131,500.00	\$	4.00	\$	105,200.00	\$	4.00
L-125-5.1	L-861 Runway Edge Light, installed on New Base	EACH	42	\$	900.00	\$	37,800.00	\$	1,200.00	\$	50,400.00	\$	1,200.00
L-125-5.2	L-861E Runway Threshold or End Light, installed on New Base	EACH	16	\$	900.00	\$	14,400.00	\$	1,200.00	\$	19,200.00	\$	1,200.00
L-125-5.3	L-861E Temporary Runway Threshold or End Light, Stake Mounted	EACH	61	\$	500.00	\$	30,500.00	\$	975.00	\$	7,800.00	\$	875.00
L-125-5.4	Remove Elevated Airfield Light Including Base Can	EACH	61	\$	50.00	\$	3,050.00	\$	250.00	\$	15,250.00	\$	250.00
L-125-5.5	Maintenance of Airfield Lighting Systems	LSUM	1	\$	30,000.00	\$	30,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00
L-126-5.1	L-880 PAPI, Style A, Class II, 2 Lamp, Complete System	LSUM	1	\$	35,000.00	\$	35,000.00	\$	59,000.00	\$	59,000.00	\$	53,000.00
L-126-5.2	Existing PAPI System Removal	LSUM	1	\$	2,000.00	\$	2,000.00	\$	3,000.00	\$	3,000.00	\$	3,000.00
BASE BID TOTAL				\$	1,229,380.00	\$	1,169,431.24	\$	1,231,235.00	\$	1,393,326.00	\$	1,393,326.00

CITY OF CHARLEVOIX
RESOLUTION NO. 2016-06-XX
EXECUTION OF CONSTRUCTION CONTRACT FOR RUNWAY 9-27 FRICTION IMPROVEMENT
(Federal Project Number 3-26-0017-1915/2016)

WHEREAS, the City is approving a construction contract with Elmer's Crane and Dozer, Inc. in the amount of one million one hundred sixty-nine thousand four hundred thirty-one dollars and twenty-four cents (\$1,169,431.24) for the Runway 9-27 Friction Improvement project resulting from the project bid opening on May 26, 2016 and RS&H Michigan, Inc.'s recommendation to award the construction contract to Elmer's Crane and Dozer, Inc.; and

WHEREAS, the proposed construction start date is September of 2016; and

WHEREAS, this contract will also be included in the FAA AIP Grant, 3-26-0032-2016 with project funding breakdown of 90% Federal, 5% State (MDOT) and 5% Local match.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the construction contract with Elmer's Crane and Dozer, Inc. for the Runway 9-27 Friction Improvement project in the amount of one million one hundred sixty-nine thousand four hundred thirty-one dollars and twenty-four cents (\$1,169,431.24) after review by City Staff and the City Attorney.

RESOLVED this 6th day of June, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Amendment No. 1 to the Runway 9-27 Friction Improvement Design Contract

DATE: June 6, 2016

PRESENTED BY: Matt Wyman, Operations Manager
David Joye, RS&H Airport Consultant

ATTACHMENTS: Amendment No.1 to the Agreement for Professional Engineering Services Resolution 2016-06-XX

BACKGROUND INFORMATION:

Attached is a proposed Amendment No. 1 to the RS&H Design Contract for the Runway 9-27 friction improvement, lighting rehabilitation and RSA sidewalk removal. It includes construction administration and additional design scope. The additional design is for the replacement of a navigational aid (PAPI) on Runway 9.

The scope of the construction administration includes review of all contractor submittals, requests of information, testing information, change orders, attending weekly construction progress meetings, as well as providing full-time construction staff, record drawings and FAA grant documentation.

An independent cost analysis has been performed by the MDOT Aeronautics and the cost was found to be reasonable for the services provided.

This contract will also be included in the Federal Aviation Administration (FAA) AIP Grant 3-26-0032-2016. Project funding breakdown is 90% Federal, 5% State (MDOT) and 5% Local match

The City would not sign the contract until after review by City staff and the City Attorney.

RECOMMENDATION:

Motion to adopt resolution 2016-06-XX and authorize the City to execute the Amendment No. 1 to the Runway 9-27 friction design contract, which includes construction administration and the additional design scope upon receipt.

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This Amendment made this _____ day of _____, in the year of 2016, to the Agreement made on the 17th day of April, in the year of 2015.

BETWEEN THE Owner (hereinafter referred to as Sponsor),

City of Charlevoix
210 State Street
Charlevoix, Michigan 49720

and the Engineer (hereinafter referred to as the Consultant),

RS&H Michigan, Inc.
827 Willow Run Airport, Second Floor
Ypsilanti, Michigan 48198

for the following project:

Location: Charlevoix Municipal Airport, Charlevoix, Michigan

Description: Runway 9-27 Friction Improvement

Changes: 1) ATTACHMENT E – SCOPE OF SERVICES:

ADD Task 6.2:

The Consultant shall prepare plans, specifications, and opinion of probable construction cost for the replacement of the Runway 9 PAPI.

2) Article 3 – Payment, Phase 1 Design

ADD Phase 1 Runway 9 PAPI Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of \$3,000.00.

3) Article 3 – Payment, Phase (2) Construction to read as follows:

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 lump sum fee not to exceed One Hundred Four Thousand, Two Hundred Dollars (\$104,200) for Phase (2) Construction. A breakdown of the additional costs are included as

Attachment C.

The fee described above shall 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, for Phase (2) Construction.

3) Article 3 – Payment,

Original Contract Amount (Firm Fixed Fee) =	\$ 85,200.00
Amendment No. 1 Total (Firm Fixed Fee) =	+ \$ 107,200.00
Revised Contract Amount (Firm Fixed Fee) =	\$ 192,400.00

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

ACCEPTED BY THE SPONSOR

SIGNED IN THE PRESENCE OF CITY OF CHARLEVOIX

_____ By: _____
Authorized Representative of Sponsor

ACCEPTED BY THE CONSULTANT

SIGNED IN THE PRESENCE OF: RS&H MICHIGAN, INC.

_____ By: _____
Authorized Representative of Consultant



CHARLEVOIX MUNICIPAL AIRPORT

Attachment C

RUNWAY 9-27 FRICTION IMPROVEMENT - CONSTRUCTION PHASE

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	RES PROJ REPRESENT	CADD TECHNICIAN	SUPPORT STAFF	TOTAL	
Construction Phase Services									
Task 1.1 Contractor Submittal Review		8	8	16			4	36	
Task 1.2 Technical Plan Interpretations		8	12	8			2	30	
Task 1.3 Change Orders		4	12	8			2	26	
Task 1.4 Substitution Review		4	8					12	
Task 1.5 Site Inspections		8	8					16	
Task 1.6 Pre-Construction/Weekly Progress Meetings		16	40					56	
Task 1.7 Review Materials Acceptance Test Results		8	8	16				32	
Task 1.8 Substantial Completion Inspections and Punchlists		8	16	4			2	30	
Task 1.9 Prepare Record Drawings		4	8	16		16	2	46	
Task 1.10 Warranty Inspections		8	8					16	
Task 1.11 Coordination with Sponsor		16	8				2	26	
Task 1.12 Pre-Construction/Progress Meeting Minutes			4				10	14	
Task 1.13 FAA Grant Documentation		12	16			4	4	36	
Task 2.1 Resident Project Representative					200			200	
TOTAL HOURS	0	104	156	88	200	20	28	576	
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$32.00	\$24.00	\$18.00		
TOTAL DIRECT LABOR \$	\$0	\$5,824	\$6,552	\$2,040	\$6,400	\$480	\$504	\$21,800	
OVERHEAD @ 178.63%								\$38,985	
PROFIT @ 11%								\$6,686	
TOTAL BURDENED LABOR @ 3.10								\$67,471	
OTHER DIRECT NON-SALARY COSTS									
REPRODUCTION	# DWGS	# PAGES							
	@ \$1.50	@ \$0.10	#SETS						
Drawings	26		8					\$312	
Reports/Specifications		256	8					\$205	
TOTAL REPRODUCTION								\$517	
POSTAGE/DELIVERY	# PCKGS	# PCKGS							
	@ \$15.00	@ \$3.00							
Drawings and Specifications	2	15						\$75	
TOTAL POSTAGE/DELIVERY								\$75	
SPECIALTY SUBCONSULTANTS									
Task 3 - Acceptance Survey					Inland Seas Engineering (DBE)			\$5,400	
Task 4 - Materials Acceptance Testing					Inland Seas Engineering (DBE)			\$23,000	
TOTAL SPECIALTY SUBCONSULTANTS								\$28,400	
RESIDENT PROJECT REPRESENTATIVE									
	# Days	# Weeks	# Months	Vehicle Rental @ \$1,500	Gas @ \$60	Per Diem @ \$54	Lodging @ \$2,500		
Construction Vehicle	0	0	1	\$1,500	\$0	\$0	\$0	\$1,500	
Gas for Construction Vehicle	0	4	0	\$0	\$240	\$0	\$0	\$240	
Lodging	0	0	1	\$0	\$0	\$0	\$2,500	\$2,500	
Meals	20	0	0	\$0	\$0	\$1,080	\$0	\$1,080	
								\$5,320	
TRAVEL									
	# People	# Days	Airtare @ \$ 400	Car @ \$ 70	Per Diem @ \$ 38	Lodging @ \$ 110			
Pre Construction Meeting	2	1	\$0	\$70	\$76	\$220		\$366	
Construction Site Visits (1 visit / Week)	1	4	\$0	\$280	\$152	\$440		\$872	
Additional Site Visits (Electrical)	1	2	\$400	\$140	\$76	\$220		\$836	
Final Inspection	2	1	\$0	\$70	\$76	\$220		\$366	
TOTAL TRAVEL								\$2,440	
TOTAL ODC's									
								\$36,782	
Total Proposed Fee (Rounded) for:									
	Construction Phase Services								\$104,200

**ATTACHMENT E
SCOPE OF SERVICES**

**Charlevoix Municipal Airport
Charlevoix, Michigan**

**Runway 9-27 Friction Improvement
Construction Phase Services**

This Scope of Services shall be in accordance with all the requirements of the Professional Services Agreement, dated August 17, 2015.

PROJECT DESCRIPTION

This project consists of construction phase services related to the Runway 9-27 Friction Improvement and all related items.

The current schedule calls for a Notice-To-Proceed for construction in September of 2016, with construction being complete in October of 2016. If construction exceeds 28 calendar days, the need for a supplemental work order to extend RS&H services will be evaluated.

TASK 1- CONSTRUCTION ADMINISTRATION SERVICES

During this phase the consultant shall provide services to support construction that shall include, but not be limited to:

- 1.1 Review, on a timely basis, contractors' submittals required by the construction documents, including, but not limited to: shop drawings, test data, samples, materials, equipment, etc. and approve, reject, or otherwise advise on the conformance of such submittals to the requirements of the construction documents.
- 1.2 Provide on a timely basis, so as not to negatively impact the construction schedule, the sponsor and the contractor with technical interpretations of the construction documents or any other Requests for Information (RFI) submitted by the contractors.
- 1.3 Review and concur with change order scope, cost and any modifications to the construction schedule.
- 1.4 Review and recommend for sponsor acceptance or rejection any changes, modifications or substitutions proposed by the contractor. Written justification must accompany any recommendation or rejection.
- 1.5 Provide periodic on-site review/monitoring of construction materials, finishes and workmanship in conformance with the standards established in the construction documents. Consultant shall notify the sponsor immediately, verbally and in writing, of any and all observed deviations and/or defects in material, finishes, equipment, systems or workmanship.
- 1.6 Prepare for and attend a Pre-Construction Meeting prior to the construction notice to proceed and during construction prepare for and attend weekly construction progress meetings.

- 1.7 Compare test results against specification standard and notify the sponsor of any concerns. Provide recommendations as needed to address concerns.
- 1.8 Participate in substantial completion inspections and prepare punch lists.
- 1.9 Prepare 'record drawings'. These documents shall include all field changes recorded and incorporated during the project.
- 1.10 Prior to the expiration of construction or equipment warranties or guarantees, coordinate a site walk with the contractor and the sponsor providing an inspection of the facility and provide a report of all observed defects in material, equipment and/or workmanship that are covered under the projects' warranties or guarantees.
- 1.11 All contact or direction given to the Contractor by the Engineer must first be reviewed and approved by the sponsor.
- 1.12 At the conclusion of this phase, provide a copy of all meeting minutes for this phase.
- 1.13 Prepare FAA grant documentation as required, including grant quarterly performance reports and grant closeout reports.

TASK 2 - RESIDENT PROJECT REPRESENTATIVE

- 2.1 Consultant will provide full-time resident project representative services for the project. Specific items shall include:
 - A. Project Startup: Resident Project Representative (RPR) shall prepare the project for construction startup. The RPR shall coordinate with the contractor before and after the preconstruction conference to provide access for the contractor to enter the site to perform surveying, mobilization and other project elements in preparation of construction beginning. The RPR shall develop necessary paperwork, forms, reports, etc. in preparation of construction startup. The RPR shall coordinate with the Airport manager to ensure all issues are addressed and properly communicated with the contractor, tenants, FAA, etc. prior to construction startup. The RPR shall coordinate with the Airport manager concerning all Airport and FAA facilities, NAVAIDS, runway and taxiway lighting circuits and communications cables issues to ensure all electrical related issues are covered and procedures in place to prevent circuits being cut, damaged or otherwise affected prior to construction startup. Coordinate repair of facilities as damage occurs.
 - B. Schedules: Review the baseline and all subsequent progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.
 - C. Conferences and Meetings: Attend meetings with the Contractor, Owner and Engineer such as the preconstruction conference, weekly progress meetings, job

conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

- D. Liaison: Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and/or project manager and assist in understanding the intent of the Contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.

- E. Review of Work, Inspections and Tests: Perform the following:
 - a. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b. Report to the Engineer whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required. Advise the Engineer of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. Coordinate materials acceptance testing failed results and coordinate retesting.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report to the Engineer appropriate details relative to the test procedures and startups.
 - d. Monitor the contractor's activities as they relate to the Construction Safety Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD). Immediately inform the contractor, engineer, and owner when the contractor is in non-compliance with the standards and procedures contained in these documents, so that appropriate actions can be taken.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of those inspections and provide written reports of said visits to the Engineer.
 - f. Field inspect Change Order work to verify completion in accordance with contract documents.

- F. Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.

- G. Contract Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and submit a report with the RPR's recommendations to the Engineer. Transmit to the Contractor decisions as approved by the sponsor.

- H. Project Records: Perform the following:
 - a. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract

Documents incorporating Addenda, Change Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, test reports, and other Project related documents.

- b. Keep a bound diary or log book, recording the Contractor hours on the job site, weather conditions, data relative to questions, Change Orders, or changed conditions, list of job site visitors, equipment on the site, daily activities, decisions, observations in general, any accident incidents, and specific observations in more detail as in the case of observing test procedures and send copies to the Engineer.
 - c. Record names, addresses and telephone numbers of all the contractors, subcontractors and major suppliers of materials and equipment.
 - d. Record and monitor installed work for compiling and submitting bimonthly estimates for progress payments to contractors.
 - e. Develop and maintain a materials test record book.
- I. Project Reports: Perform the following:
- a. Furnish the Owner and Engineer FAA weekly construction progress reports as required of progress of the Work.
 - b. Consult with the Owner and Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders, obtaining backup material from the Contractor, and recommend to the Owner Change Orders.
 - d. Report immediately to the Owner and Engineer upon the occurrence of any accident.
- J. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to the Engineer for review and forwarding to the Owner prior to final payment for the Work.
- K. Project Closeout: Perform the following:
- a. Before the Owner issues a Certificate of Substantial Completion, conduct a pre-final inspection and submit to the Contractor and Owner a punch list of observed items requiring completion or correction.
 - b. Conduct a final inspection in the company of the Engineer, the Owner and the Contractor and prepare a final punch list of items to be completed or corrected.
 - c. Observe that all items on the final punch list have been completed or corrected and make recommendations to the Engineer concerning acceptance.
 - d. Prepare a final test book to be submitted to the FAA and the Owner.

TASK 3- MATERIALS ACCEPTANCE TESTING

- 3.1 Consultant will provide materials acceptance testing for the project. Specific items shall include:
 - A. Asphalt Pavement testing
 - B. Structural Concrete testing

SCHEDULE

The following preliminary schedule is currently anticipated:

Notice to Proceed	September 2016
Construction Duration	28 Calendar Days
Substantial Completion	October 2016

CITY OF CHARLEVOIX
RESOLUTION NO. 2016-06-XX
EXECUTION OF AMENDMENT NO.1 TO THE RUNWAY 9-27 FRICTION IMPROVEMENT
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
(Federal Project Number 3-26-0017-1915/2016)

WHEREAS, the City is approving an amendment to the Contract for Professional Engineering Services with RS&H Michigan, Inc. for the Runway 9-27 Friction Improvement, Lighting Rehabilitation and RSA Sidewalk removal that includes the construction administration and additional design scope; and

WHEREAS, the additional design is for replacement of a navigational aid (PAPI) on runway 09; and

WHEREAS, the scope of the construction administration includes review of all contractor submittals, requests of information, testing information, change orders, attending weekly construction progress meetings as well as providing full-time construction staff, and production of construction and FAA grant documentation; and

WHEREAS, an independent cost analysis has been performed by MDOT Aeronautics and the cost was found to be reasonable for the services provided; and

WHEREAS, this contract will also be included in the FAA AIP Grant, 3-26-0032-2016 with project funding breakdown of 90% Federal, 5% State (MDOT) and 5% Local match.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the amendment to the friction design contract which includes construction administration and the additional design scope upon receipt, pending review by City Staff and the City Attorney.

RESOLVED this 6th day of June, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Contract for Professional Services for Taxiway A Rehabilitation

DATE: June 6, 2016

PRESENTED BY: Matt Wyman, Operations Manager
David Joye, RS&H Airport Consultant

ATTACHMENTS: Professional Service Contract
Resolution 2016-06-XX

BACKGROUND INFORMATION: Attached is a new professional service contract with RS&H for design and bidding services of the Taxiway A rehabilitation project. MDOT Aeronautics provides Pavement Management Reports for airports throughout Michigan. In 2015, the report indicated that Taxiway A pavement requires or will soon require major rehabilitation. The scope of this contract includes the design of Taxiway A pavement and edge lighting rehabilitation, as well as the design of new pavement, as required to meet the latest FAA requirements.

An independent cost analysis has been performed by MDOT Aeronautics and the engineering costs were found to be reasonable for the services provided.

This contract will also be included in the FAA AIP Grant 3-26-0032-2016. The project funding breakdown is 90% Federal, 5% State (MDOT) and 5% Local match.

The City would not sign the contract for professional services until after review by City staff and the City Attorney.

RECOMMENDATION:

Motion to adopt resolution 2016-06-XX and authorize the City Manager to execute the Professional Services Contract with RS&H for the Taxiway A rehabilitation project in the amount of \$92,200.00.

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 Charlevoix

210 State Street

Charlevoix, Michigan 49720

and the Engineer, hereinafter referred to as the CONSULTANT,

RS&H Michigan, Inc.

G-3101 West Bristol Road, Suite 300

Flint, Michigan 48507

for the following PROJECT:

Location: Charlevoix Municipal Airport

Charlevoix, Michigan

Description: Taxiway A Pavement and Lighting Rehabilitation

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

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 bench marks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

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

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

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

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

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

Element 1.27 - Weekly Reports

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

Element 1.28 - Final Inspection

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

Element 1.29 - Final Quantities - As-Constructed Plans

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

Element 1.30 - Equipment

The CONSULTANT will furnish all necessary surveying and field testing equipment to accomplish the above named work.

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

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

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION

DESIGN PHASE (1)

Element 2.11 - Time of Beginning

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

Element 2.12 - Time for Completion

The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval is two hundred forty (240) calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning

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

Element 2.22 - Time for Completion

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

ARTICLE 3 – PAYMENT

Element 3.1 - Fee

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

Phase 1 Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of \$92,200.00. 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")	<u>\$1.25</u> /sheet
Black Print on White Paper (11" x 17")	<u>\$0.20</u> /sheet
Black Print on White Paper (8.5" x 11")	<u>\$0.15</u> /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 subcontractant 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 subcontractant within ten (10) calendar days after the subcontractant'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 subcontractants and will be made a part of all subcontractant 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 subcontractant against the SPONSOR or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractant payments to AERO semi-annually in the format set forth in AttachmentG, 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 Charlevoix
SPONSOR

210 State Street
Street Address

Charlevoix, MI 49720
City, State & Zip Code

BY: _____
Authorized Representative of SPONSOR

.....
ACCEPTED BY THE CONSULTANT

Witness:

RS&H Michigan, Inc.
CONSULTANT

G-3101 West Bristol Road
Street Address

Flint, MI 48507
City, State & Zip Code

BY: _____
Authorized Representative

INCLUDE THIS PAGE IN ALL CONTRACTS!!

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

SCHEDULE OF ATTACHMENTS

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

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 with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap 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, will contain a covenant the same as hereinbefore 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, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action will 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 individual's 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 all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each

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

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this Contract, the Civil Rights Commission may, as 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 said order of the 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 Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency will be notified of such possible remedy and will 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 foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the 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.

March 1998

ATTACHMENT B

Additional Provisions

ADD TO ELEMENT 4.1 – MISCELLANEOUS PROVISIONS the following language at the end of the second paragraph:

The CONSULTANT shall make all appropriate inquiry into information needed to understand and conform with any design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency. CONSULTANT agrees to perform services consistent with professional standards of care and shall be responsible for any claims of negligence arising out of the CONSULTANT'S work.

REPLACE ELEMENT 4.5 – INSURANCE AND LIABILITY with the following:

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

REPLACE ELEMENT 4.10 – RESPONSIBILITY FOR CLAIMS AND LIABILITY with the following:

The CONSULTANT will indemnify and hold harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability (including attorney's fees for defending against the claim) due to negligence of, or failure to follow the terms of this Agreement by, the CONSULTANT or its subcontractors, except as provided in Element 4.1.

ATTACHMENT C

Cost Breakdown



TAXIWAY A REHABILITATION - DESIGN & BID PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADD TECHN	SUPPORT STAFF	TOTAL	
BASIC SERVICES (LUMP SUM)								
Task 1: Investigative Services								
Task 1.1 Pre-Design Meeting w/Airport			8		8		16	
Task 1.2 Data Collection			1	4	4		9	
Task 1.3 Coordinate Surveying Needs			1	2			3	
Task 1.4 Coordinate Geotechnical Needs			1	2			3	
Task 1.5 NEPA Documentation			4	4	20	2	30	
Task 1.6 Pavement Field Investigation			8	8		16	34	
TOTAL HOURS	0	23	20	32	18	2	95	
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$18.00	\$37.43	
TOTAL DIRECT LABOR \$	\$0	\$1,288	\$840	\$960	\$432	\$36	\$3,556	
OVERHEAD @	178.83%						\$6,359	
PROFIT @	11%						\$1,091	
TOTAL BURDENED LABOR @	3.10						\$11,006	
OTHER DIRECT NON-SALARY COSTS								
REPRODUCTION	# DWGS	# PAGES	@	@	#SETS			
Drawings	0						\$0	
Reports/Specifications							\$0	
TOTAL REPRODUCTION							\$0	
POSTAGE/DELIVERY	# PCKGS	# PCKGS	@	@				
Drawings and Specifications			\$15.00	\$3.00			\$0	
TOTAL POSTAGE/DELIVERY							\$0	
SPECIALTY SUBCONSULTANTS								
Survey - Inland Seas Engineering (DBE) - Task 1.3							\$3,700	
Geotechnical - Inland Seas Engineering (DBE) - Task 1.4							\$5,500	
TOTAL SPECIALTY SUBCONSULTANTS							\$9,200	
TRAVEL								
	# People	# Days	Airfare @	Car @	Lodging @	Per Diem @	No. of Times	
Design Kickoff Meeting	2	2	\$0	\$130	\$250	\$160	1	
Data Collection	1	2	\$0	\$130	\$125	\$80	1	
							\$875	
MILEAGE								
	0	Miles @	\$0.50				\$0	
TOTAL ODC's							\$10,075	
Total Proposed Fee for:	Task 1: Investigative Services							\$21,081

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADD TECHN	SUPPORT STAFF	TOTAL
Task 2: 60% Design							
Task 2.1 Prepare 60% Documents							
60% Plans		8	24	40	20	4	96
Preliminary Engineer's Report		4	8	12	4	2	30
60% Contract Documents		4	8			4	16
60% Specifications (FAA)		2	8	4			14
Task 2.2 60% In-House Q.C. Review		12	4	4			20
Task 2.3 60% Design Submittal							0
Task 2.4 60% Design Review Meeting		8		8			16
TOTAL HOURS	0	38	52	68	24	10	192
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$18.00	\$37.02
TOTAL DIRECT LABOR \$	\$0	\$2,128	\$2,184	\$2,040	\$576	\$180	\$7,108
OVERHEAD @ 178.83%							\$12,711
PROFIT @ 11.0%							\$2,180
TOTAL BURDENED LABOR @ 3.10							\$21,999
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS @	# PAGES @	#SETS				
Drawings	50		2				\$150
Reports/Specifications		400	2				\$80
TOTAL REPRODUCTION							\$230
POSTAGE/DELIVERY	# PCKGS @	# PCKGS @					
Drawings and Specifications	2	2					\$36
TOTAL POSTAGE/DELIVERY							\$36
TRAVEL	# People	# Days	Airfare @ \$500	Car @ \$65	Lodging @ \$125	Per Diem @ \$40	No. of Times
60% Design Review Meeting	2	2	\$0	\$130	\$250	\$160	1
Coordination Meeting - Electrical Design	1	2	\$500	\$130	\$125	\$80	1
							\$1,375
MILEAGE	0	Miles @	\$0.50				\$0
TOTAL ODC's							\$1,641
Total Proposed Fee for:	Task 2: 60% Design						\$23,640

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADD TECHN	SUPPORT STAFF	TOTAL
Task 3: 90% Design							
Task 3.1 Incorporate 60% Review Comments			2	8	8	4	22
Task 3.2 Prepare 90% Documents							
90% Plans			8	32	40	30	114
Final Engineer's Report			4	8	8	2	24
90% Contract Documents			4	8		2	14
90% Specifications (FAA)			4	12	8	2	26
Task 3.3 FAA Airspace Submittals			1	2	2		7
Task 3.4 90% In-House Q.C. Review			12	4	4		20
Task 3.5 90% Design Submittal							0
Task 3.6 90% Design Review Meeting			8		8		16
Task 3.7 FAA Checklist/Submission 90% Review			4				4
TOTAL HOURS	0	47	74	78	38	10	247
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$18.00	\$37.13
TOTAL DIRECT LABOR \$	\$0	\$2,632	\$3,108	\$2,340	\$912	\$180	\$9,172
OVERHEAD @	178.83%						\$16,402
PROFIT @	11.0%						\$2,813
TOTAL BURDENED LABOR @	3.10						\$28,387
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS	# PAGES					
	@	@			#SETS		
Drawings	\$1.50	\$0.10			2		\$180
Reports/Specifications			500		2		\$100
TOTAL REPRODUCTION							\$280
POSTAGE/DELIVERY	# PCKGS	# PCKGS					
	@	@					
Drawings and Specifications	\$15.00	\$3.00					\$36
TOTAL POSTAGE/DELIVERY	2	2					\$36
TRAVEL	# People	# Days	Airfare @	Car @	Lodging @	Per Diem @	No. of Times
90% Review Meeting	2	2	\$0	\$130	\$250	\$160	1
							\$540
MILEAGE	0	Miles @	\$0.50				\$0
TOTAL ODC's							\$856
Total Proposed Fee for:	Task 3: 90% Design						\$29,243

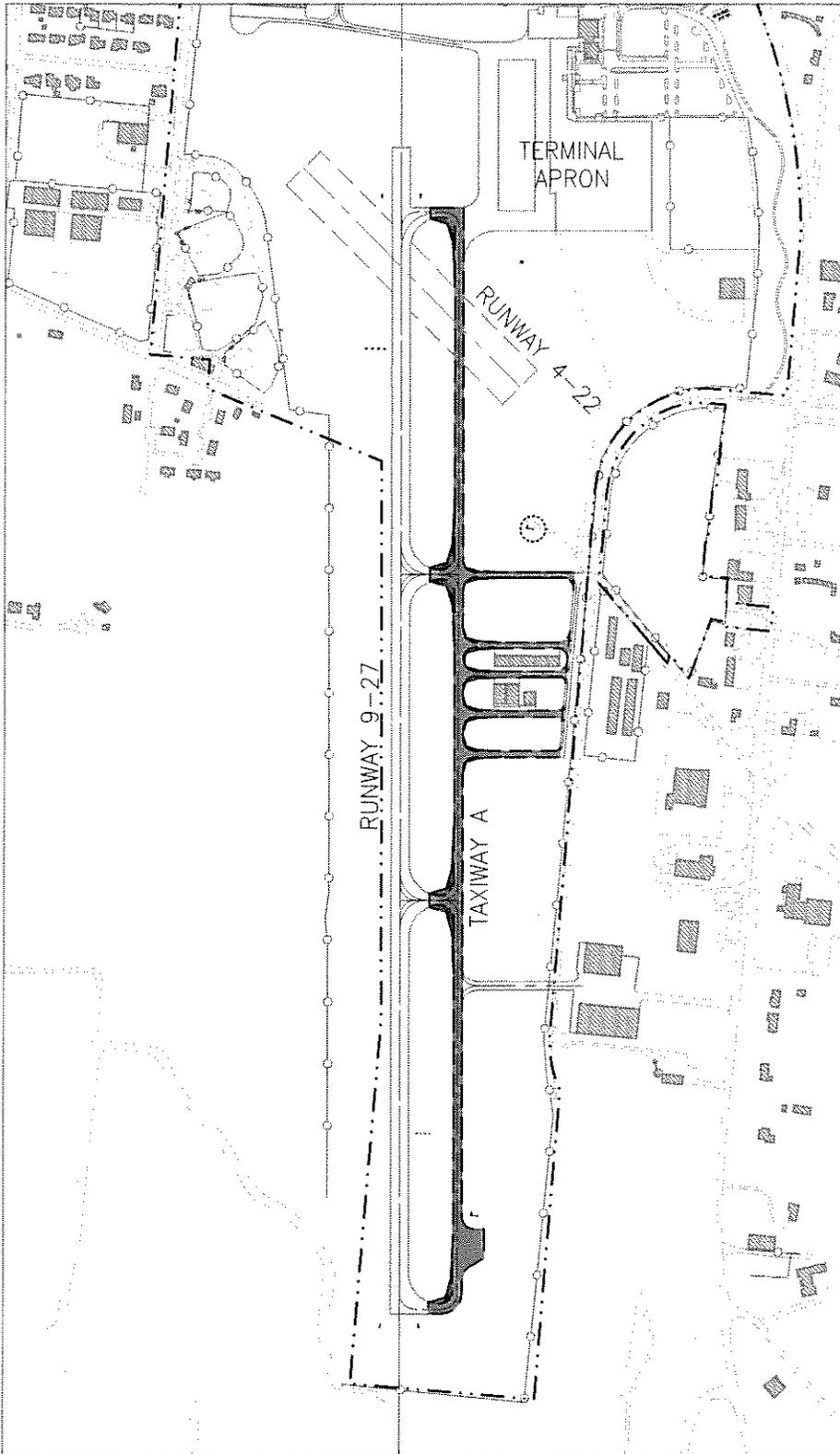
SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADD TECH#N	SUPPORT STAFF	TOTAL	
Task 4: 100% (Bid Set) Design								
Task 4.1 Incorporate 90% Review Comments		2	4	4	2		12	
Task 4.2 Prepare 100% Bid Documents								
Bid Set Plans		4	8	12	8	2	34	
Final Contract Documents		2	4			2	8	
Final Specifications (FAA)		2	4	4		2	12	
Task 4.3 Prepare Final Cost Estimate		2	4	8			14	
Task 4.4 100% In-House Q.C. Review		12	4	4			20	
Task 4.5 100% Design Submittal							0	
TOTAL HOURS	0	24	28	32	10	6	100	
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$18.00	\$38.28	
TOTAL DIRECT LABOR \$	\$0	\$1,344	\$1,176	\$960	\$240	\$108	\$3,828	
OVERHEAD @ 178.83%							\$6,846	
PROFIT @ 11.0%							\$1,174	
TOTAL BURDENED LABOR @ 3.10							\$11,848	
OTHER DIRECT NON-SALARY COSTS								
REPRODUCTION	# DWGS	# PAGES						
	@	@						
	\$1.50	\$0.10	#SETS					
Drawings	60		2				\$180	
Reports/Specifications		500	2				\$100	
TOTAL REPRODUCTION							\$280	
POSTAGE/DELIVERY	# PCKGS	# PCKGS						
	@	@						
	\$15.00	\$3.00						
Drawings and Specifications	2	2					\$36	
TOTAL POSTAGE/DELIVERY							\$36	
TRAVEL	# People	# Days	Airfare @	Car @	Lodging @	Per Diem @	No. of Times	
			\$500	\$65	\$125	\$40		
Coordination Meeting	2	2	\$0	\$130	\$250	\$160	1	
							\$540	
MILEAGE	0	Miles @	\$0.50				\$0	
TOTAL ODC's							\$856	
Total Proposed Fee for:							Task 4: 100% (Bid Set) Design	\$12,704

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADG TECHN	SUPPORT STAFF	TOTAL
Task 5: Bid/Award Services							
Task 5.1 Pre-Bid Conference			8	8			16
Task 5.2 Addenda			2	4	2	1	10
Task 5.3 Bid Tabulation/Recommendation			2	2	2	1	7
TOTAL HOURS	0	12	14	4	1	2	33
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$18.00	\$43.64
TOTAL DIRECT LABOR \$	\$0	\$672	\$588	\$120	\$24	\$36	\$1,440
OVERHEAD @	178.83%						\$2,575
PROFIT @	11.0%						\$442
TOTAL BURDENED LABOR @	3.10						\$4,457
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS @	# PAGES @					
	\$1.50	\$0.10	#SETS				
Drawings	10		2				\$30
Reports/Specifications		100	2				\$20
TOTAL REPRODUCTION							\$50
POSTAGE/DELIVERY	# PCKGS @	# PCKGS @					
	\$15.00	\$3.00					
Drawings and Specifications	2	2					\$36
TOTAL POSTAGE/DELIVERY							\$36
TRAVEL	# People	# Days	Airfare @ \$500	Car @ \$65	Lodging @ \$125	Per Diem @ \$40	No. of Times
Pre-Bid Conference	2	2	\$0	\$130	\$250	\$160	1
Bid Opening	2	2	\$0	\$130	\$250	\$160	1
							\$1,080
MILEAGE	0	Miles @	\$0.50				\$0
TOTAL ODC's							\$1,166
Total Proposed Fee for:	Task 5: Bid/Award Services						\$5,623
GRAND TOTAL PROPOSED FEE (LUMP SUM) FOR:							
TAXIWAY A REHABILITATION - DESIGN & BID PHASE SERVICES							\$92,200
Taxiway A Pavement - Design & Bid Services						\$	77,200
Taxiway A Lighting Rehabilitation - Design & Bid Services						\$	15,000

ATTACHMENT D

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

CHARLEVOIX MUNICIPAL AIRPORT CAPITAL IMPROVEMENT PROGRAM TAXIWAY A PAVEMENT & LIGHTING REHABILITATION



NORTH



SCALE: 1" = 700'
0 175' 350' 700'

LEGEND



TAXIWAY REHABILITATION

NEW TAXIWAY PAVEMENT



RS&H

ATTACHMENT E
Scope of Work/Services

**ATTACHMENT E
SCOPE OF SERVICES**

TAXIWAY A REHABILITATION

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT
CHARLEVOIX, MICHIGAN**

I. PROJECT DESCRIPTION

This project consists of design engineering and bid phase services for the Taxiway A Rehabilitation at Charlevoix Municipal Airport, in accordance with FAA and MDOT Office of Aeronautics (AERO) standards. Specific elements of work include:

- NEPA documentation – Documented Categorical Exclusion
- Bituminous pavement analysis – Taxiway A pavement
- Bituminous pavement design – Taxiway A pavement
- Runway A edge lighting and signage upgrade design
- Construction Safety/Phasing Plans and security design.

Construction Administration (CA) and Resident Project Representation (RPR) services will be negotiated at a later date.

II. PROJECT TASKS

TASK 1: INVESTIGATIVE SERVICES

Task 1.1

The Consultant shall coordinate and attend one (1) pre-design meeting with the City of Charlevoix staff in Charlevoix, MI to establish the preliminary design goals and methods. Site visits and investigations shall be as necessary.

Task 1.2

The Consultant shall collect, review, compile, and summarize available data related to the project. The Consultant will review the City of Charlevoix files and records to determine relevant information for the Airport to provide, such as survey data, previous design plans and as-built plans, specifications, and geotechnical investigation reports.

Task 1.3

The Consultant shall perform necessary field survey for the project. All surveying activities will be coordinated with the City of Charlevoix prior to surveying. The Consultant shall coordinate and review specific geometric criteria required for topography of existing pavements, airfield lighting and signage, drainage structures and other utilities.

The survey work shall include the following tasks:

- All survey work shall be performed in the Michigan State Plane coordinate system.
- Survey shall be performed at appropriate intervals within the project area. Spot elevations at appropriate intervals shall be included.

- Accurately locate any inlets, manholes, utilities, edge lights, signs, nav aids, edges of pavement, etc. which are within the project limits and provide top elevations only for each structure. Pipe sizes entering and exiting all structures shall be accurately noted.
- Fillets at all pavement intersections shall be supplemented with sufficient intermediate locations and elevations to provide accurate contouring of the intersections.
- An accurate plan of all facilities within the project limits shall be provided, as well as all appurtenant structures adjacent to or near the limits.
- All pavement grades shall be measured to the nearest hundredth of a foot and ground shots to the nearest tenth of a foot. All foot contours shall be interpolated and shown on the survey drawings and electronic files. The contours shall take into account all faults, break lines, etc.
- Show and site benchmark locations and elevations. Benchmarks shall be set using a closed loop from an established USGS benchmark on the airport. All level runs, benchmark descriptions and USGS benchmark descriptions shall be clearly recorded.

All survey data will be provided to the City of Charlevoix, if requested, in an acceptable format.

Task 1.4

The Consultant shall perform a Geotechnical Investigation and prepare a Geotechnical Report, in accordance with FAA Advisory Circular 150/5320-6E, "Airport Pavement Design and Evaluation". All geotechnical activities are to be coordinated with the City of Charlevoix.

The Geotechnical Investigation shall include the following items:

- Mobilization.
- Up to six (6) borings in the area of existing Taxiway A pavements.
- Two (2) boring shall be to a depth of at least 10 feet.
- Standard boring logs which will include material types, thickness and specifics of any materials present.
- Determination of groundwater table level and the associated seasonal high and/or low groundwater levels.
- Calculation of California Bearing Ratio (CBR) for the subgrade material found.

The Geotechnical Report shall include the following items:

- A description of the site and subsurface conditions, design recommendations, and a discussion of any special considerations (i.e. removal of unsuitable material, re-compaction of weak soils, estimated settlement, groundwater control, etc.).
- Stratified soil boring profiles, laboratory test data sheets, design CBR calculations and graphs, and any other pertinent information.

All geotechnical reports and data will be provided to the City of Charlevoix, if requested, in an acceptable format.

Task 1.5

The Consultant shall prepare National Environmental Policy Act (NEPA) documentation, required for environmental clearance of the project. This includes preparation of a Documented Categorical Exclusion. Consultant shall submit the Documented Categorical Exclusion to the City of Charlevoix for submittal to FAA.

Task 1.6

The Consultant shall conduct a detailed field investigation of Taxiway A pavements to map and quantify pavement distresses, including longitudinal and transverse cracking, block cracking, patch deterioration, raveling, weathering and rutting. This information will be utilized in preparation of the pavement design in subsequent tasks.

TASK 2: 60% DESIGN

Task 2.1

The Consultant shall prepare 60% plans, specifications, opinion of probable construction cost, and Final Engineer's Report. The development of the 90% design documents will be coordinated with City of Charlevoix authorized representative(s).

Task 2.2

The Consultant shall conduct an in-house quality control review of the 60% design plans, specifications, opinion of probable construction cost, and Final Engineer's Report prior to submittal to City of Charlevoix authorized representative(s).

Task 2.3

The Consultant shall submit two (2) sets of the 60% plans, specifications, opinion of probable construction cost, and 60% Engineer's Report to the City of Charlevoix for review, comment, and approval to proceed to 90% design.

Task 2.4

The Consultant shall coordinate and attend one (1) meeting in Charlevoix, MI to review the 60% design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. City of Charlevoix authorized representative(s) will provide any additional written comments to the Consultant within two weeks of the design review meeting.

TASK 3: 90% DESIGN

Task 3.1

The Consultant shall review all comments received from City of Charlevoix authorized representative(s) from 60% design submittal review and incorporate applicable comments into the plans, specifications, opinion of probable construction cost, and Engineer's Report.

Task 3.2

The Consultant shall prepare 90% plans, specifications, opinion of probable construction cost, and Final Engineer's Report. The development of the 90% design documents will be coordinated with City of Charlevoix authorized representative(s).

Task 3.3

The Consultant shall prepare Construction Safety/Phasing Plans, FAA Form 7460-1 and other appropriate documentation for FAA airspace review for the project, and submit to the City of Charlevoix for submittal to the FAA for review and comment.

Task 3.4

The Consultant shall conduct an in-house quality control review of the 90% design plans, specifications, opinion of probable construction cost, and Final Engineer's Report prior to submittal to City of Charlevoix authorized representative(s).

Task 3.5

The Consultant shall submit two (2) sets of the 90% plans, specifications, opinion of probable construction cost, and Final Engineer's Report to the City of Charlevoix for review, comment, and approval to proceed to Bid Set design.

Task 3.6

The Consultant shall coordinate and attend one (1) meeting in Charlevoix, MI to review the 90% design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. City of Charlevoix authorized representative(s) will provide any additional written comments to the Consultant within two weeks of the design review meeting.

Task 3.7

The Consultant shall submit the 90% plans, specifications, and opinion of probable construction cost to the FAA for review and comment.

TASK 4: 100% (BID SET) DESIGN

Task 4.1

The Consultant shall review all comments received from City of Charlevoix authorized representative(s) from 90% design submittal review and incorporate applicable comments into the plans, specifications, and opinion of probable construction cost.

Task 4.2

The Consultant shall prepare Bid Set plans and technical specifications in accordance with FAA and AERO standards. Specifications shall be based on a unit price total cost construction contract. Front-end specification requirements and format shall include, but not be limited to, the advertisement to bid, legal requirements, proposal, contract, bond forms, general provisions, labor rates, minority participation requirements, special conditions, insurance requirements, and any other pertinent and or required information.

Task 4.3

The Consultant shall prepare final opinion of probable construction costs. The opinion of probable construction cost is made on the basis of the experience, qualifications, and best judgment of a professional consultant familiar with the construction industry. However, the Consultant has no control over the cost of labor and materials, general contractor's or subcontractor's method of determining prices, or competitive bidding and market conditions. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.

Task 4.4

The Consultant shall conduct an in-house quality control review of the Bid Set design plans, specifications, and opinion of probable construction cost, and related documentation prior to each submittal to the City of Charlevoix.

Task 4.5

The Consultant shall submit to the City of Charlevoix all required documentation for CVX's use in bidding the project, including bidding documents, plans, specifications, and engineer's opinion of probable construction cost.

TASK 5: BID/AWARD SERVICES

Task 5.1

The Consultant shall attend a pre-bid conference at the Airport, receive comments, record the minutes of the conference and distribute to City of Charlevoix authorized representative(s) and prospective contractors.

Task 5.2

The Consultant shall issue to the City of Charlevoix all required information to revise plans, specifications and other contract documents prepared by the Consultant in order to (1) provide clarifications, (2) correct discrepancies, or (3) answer bidder questions.

Task 5.3

The Consultant review contractor bids for errors and improprieties, tabulate submitted bids, and provide the City of Charlevoix with a recommendation for award of construction contract.

III. PRESENTATIONS AND/OR MEETINGS

The Consultant will prepare for and attend the following meetings:

- 1) Project Pre-design or Kick-off Meeting
- 3) Project 60% Design Review Meeting
- 4) Project 90% Design Review Meeting
- 5) Pre-Bid Conference at Airport
- 6) Required meetings with tenants

IV. DELIVERABLES

The Consultant will provide the following deliverables:

- 1) 2 Sets of 60% Plans, Specifications, Cost Estimate, and Engineer's Report
- 2) 2 Sets of 90% Plans, Specifications, Cost Estimate, and Engineer's Report
- 3) 2 Sets of 100% (Bid Set) Plans, Supplemental Specifications and Cost Estimate
- 4) 8 sets of safety & phasing plans, 7460-1 Forms, and other documentation as necessary for FAA airspace and safety/phasing reviews
- 5) Bid tabulation and recommendation for award of construction contract

V. SCHEDULE

Project Pre-Design or Kick-Off Meeting	August 2016
Project 60% Design Review Meeting	December 2016
Project 90% Design Review Meeting	February 2017
Bid Set Available to Contractors	April 2017
Pre-Bid Conference	April 2017
Bid Opening	May 2017

Attachment F

PROFESSIONAL SERVICES CONTRACTS

ACCESS TO RECORDS AND REPORTS 2 CFR § 200.333 / 2 CFR § 200.336 / FAA Order 5100.38

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

GENERAL CIVIL RIGHTS PROVISIONS 49 USC § 47123

SPONSOR CONTRACTS

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

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

SPONSOR LEASE AGREEMENTS AND TRANSFER AGREEMENTS

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

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

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

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

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

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

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**TITLE VI - LIST OF PERTINENT NONDISCRIMINATION ACTS AND
AUTHORITIES
49 USC § 47123 / FAA ORDER 1400.11**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

DISADVANTAGED BUSINESS ENTERPRISES 49 CFR PART 26

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

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

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

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

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

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

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

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
20 CFR PART 1910

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

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

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

TRADE RESTRICTION CERTIFICATION
49 USC 50104 / 49 CFR PART 30

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE 49 USC 47112(c)

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

SEISMIC SAFETY 49 CFR PART 41

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

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

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

For contracts exceeding \$3,500.

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

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

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

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

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

Timetables

Goals for female participation in each trade: 6.9%

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

Geographical Area (By Counties) Goals (Percent)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. As used in these specifications:

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

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

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

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a

Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

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

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

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

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

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PROHIBITION of SEGREGATED FACILITIES
41 CFR 60

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

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

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

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

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

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

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

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

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

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

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

FOR CONVENIENCE

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

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

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

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

TERMINATION FOR DEFAULT

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

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

- a. **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports,

maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

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

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

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

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

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

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

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

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

For contracts of \$25,000 or greater:

BIDDER OR OFFEROR CERTIFICATION

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

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

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

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

For contracts exceeding \$100,000.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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

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

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

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

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

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

CITY OF CHARLEVOIX
RESOLUTION NO. 2016-06-XX
EXECUTION OF PROFESSIONAL ENGINEERING SERVICES CONTRACT
FOR TAXIWAY A PAVEMENT AND LIGHTING REHABILITATION
(Federal Project Number 3-26-0017-1915/2016)

WHEREAS, the City is approving a new Professional Engineering Service Contract with RS&H Michigan, Inc. for design and bidding services for the Taxiway A Rehabilitation Project; and

WHEREAS, the scope of this contract includes the design of Taxiway A pavement and edge lighting rehabilitation as well as the design of new pavement required to meet the latest FAA requirements; and

WHEREAS, an independent cost analysis has been performed by MDOT Aeronautics and the cost was found to be reasonable for the services provided; and

WHEREAS, this contract will also be included in the FAA AIP Grant, 3-26-0032-2016 with project funding breakdown of 90% Federal, 5% State (MDOT) and 5% Local match.

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the Contract for Professional Engineering Service with RS&H Michigan, Inc. for the Taxiway A Rehabilitation Project in the amount of ninety-two thousand two hundred dollars and zero cents (\$92,200.00) after review by City Staff and the City Attorney.

RESOLVED this 6th day of June, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:
Nays:
Absent:

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Resolution for FAA Grant Submittal
DATE: June 6, 2016
PRESENTED BY: Matt Wyman, Operations Manager
David Joye, RS&H Airport Consultant
ATTACHMENTS: Proposed Grant Application
Resolution 2016-06-XX

BACKGROUND INFORMATION: The City needs to submit an executed grant application to the Federal Aviation Administration (FAA) for FAA Grant Application 3-26-0032-2016. This grant will include the construction contract for Runway 9-27 friction improvement, Amendment No.1 (CA/RPR) to the Professional Services Contract for Runway 9-27 friction improvement and the Professional Services Contract for the design of Taxiway A Rehabilitation (anticipated for 2017).

<u>Contract Description</u>	<u>Contract Amount</u>
Runway 9-27 Friction Improvement-Construction	\$1,169,431.24
Runway 9-27 Friction Improvement-(CA/RPR)	107,200.00
Taxiway A Rehabilitation-Design	<u>92,200.00</u>
Total FAA Grant amount	\$1,368,831.24

The project will be funded by grants from both the FAA and MDOT; Federal-90%; State-5%; and a Local match-5%.

The FAA requires that the City Council pass a resolution authorizing a City official the authority to submit the grant application, to sign the application and the FAA and MDOT grant agreements. We are requesting that the City Council authorize the City Manager to execute FAA grant application 3-26-0032-2016.

The City would not sign the grant agreements until after review by City staff and the City Attorney.

RECOMMENDATION:

Motion to adopt resolution 2016-06-XX and authorize the City Manager to execute the FAA Grant Application 3-26-0032-2016 and sign the FAA and MDOT grant agreements upon receipt.



FAA
Detroit Airports District Office

Federal Assistance Request Checklist

Directions - Complete the Federal Assistance Request checklist with your pre-application and application and submit a completed package.

Airport Name: Charlevoix Municipal Airport

Airport Sponsor: City of Charlevoix

Location (city, state): Charlevoix, Michigan

Date of Application: June 2016

Type of Application (check one): Pre-Application Application

Cover Letter

- Projects identified. Any changes from previous meetings/discussions should be discussed prior to submission.
- If pre-application, proposed application date identified.
- If application, any changes to requested amount are identified and reasons provided.
- If application, identify if any changes have taken place on the Exhibit "A" property map since the last grant.
- If application, identify if any changes have taken place on Exhibit "C" Title Opinion, since the last grant

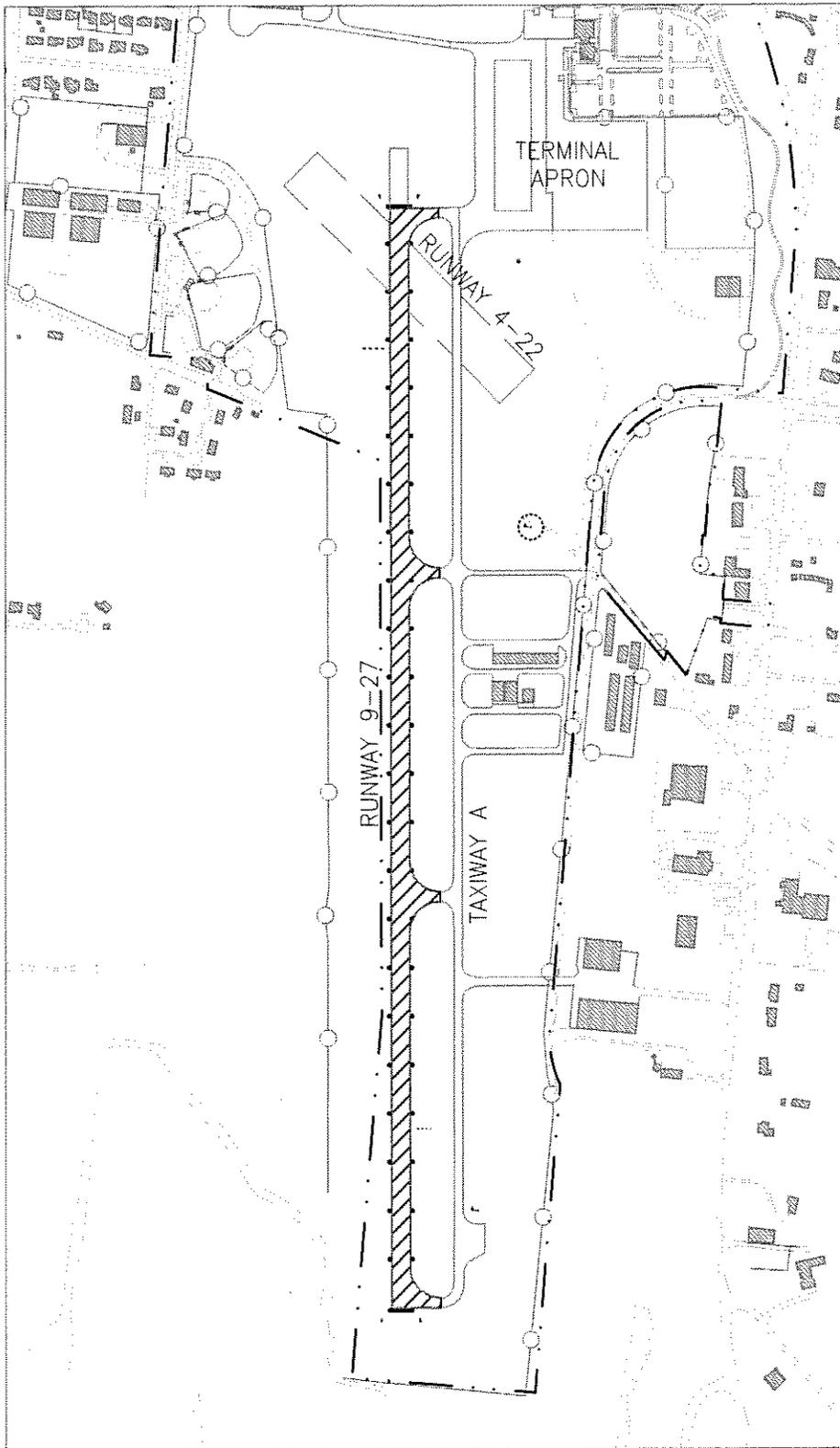
Pre-Application

- Standard Form 424 - Application for Federal Assistance
- Federal Assistance Request Checklist
- Project Narrative
- Project Cost Estimate
- Project Sketch - one for each project or one drawing with all the projects clearly labeled
- Project Schedule, including schedule to develop the CSPP/CMP
- Identification of environmental requirements
- Statement of public hearing
- Preliminary sponsor scope of work for all planning/environmental projects
- Form 5100-100, -101
- Identification of DBE requirements, if any.

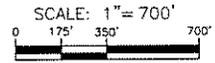
Application

- Standard Form 424 - Application for Federal Assistance
- Federal Assistance Request Checklist
- Project Sketch - one for each project or one drawing with all the projects clearly labeled
- Detailed project information sheet
- Bid tabulations and recommendation for award
- Project schedules for each project
- Land appraisals and negotiated purchase agreements
- Scope of work/fee schedule
- Pre-construction photos

CHARLEVOIX MUNICIPAL AIRPORT CAPITAL IMPROVEMENT PROGRAM RUNWAY 9-27 FRICTION IMPROVEMENT



NORTH



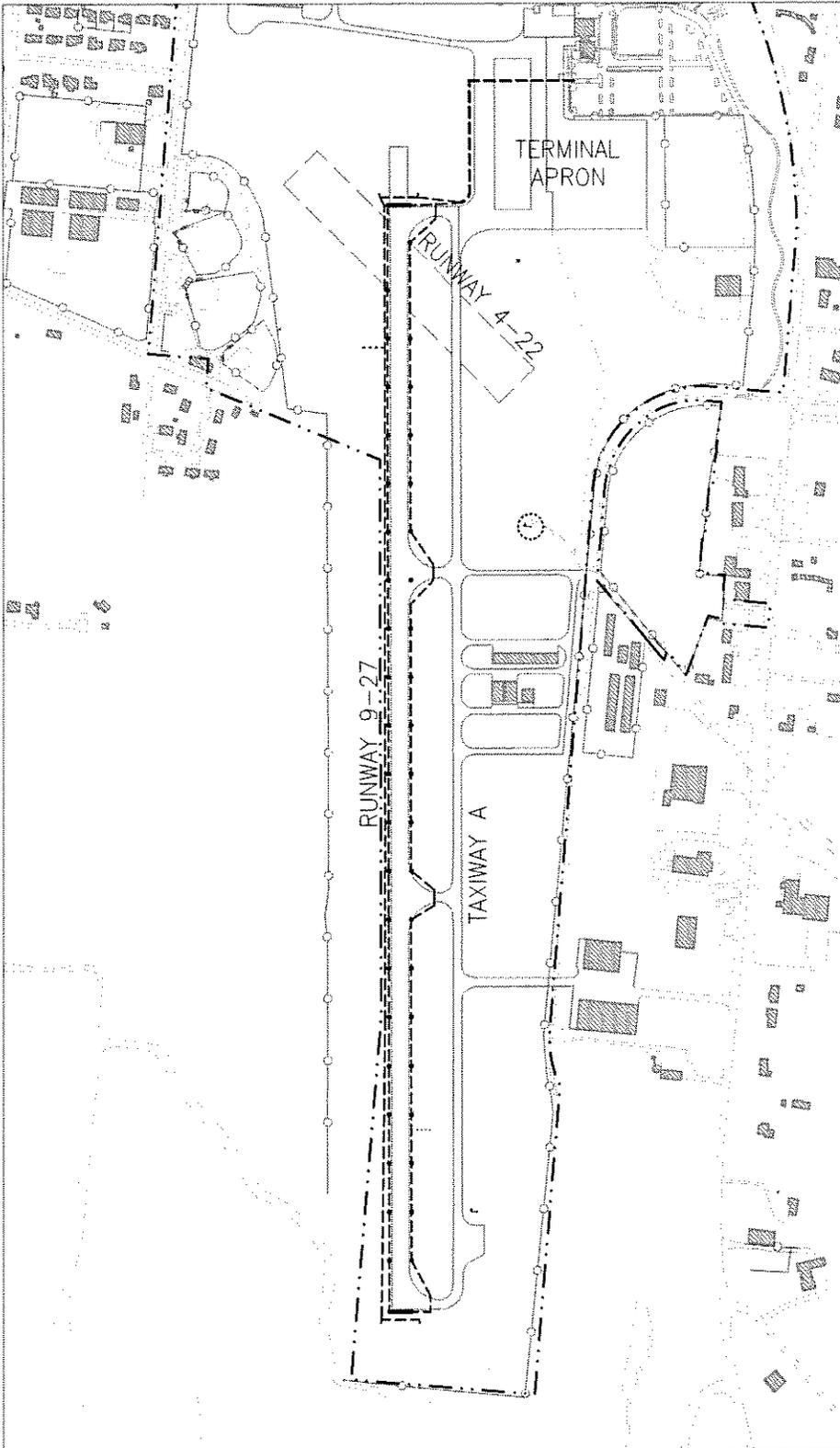
LEGEND

-  PAVEMENT IMPROVEMENT
-  RUNWAY EDGE LIGHT



RS&H

CHARLEVOIX MUNICIPAL AIRPORT
CAPITAL IMPROVEMENT PROGRAM
RUNWAY 9-27 LIGHTING IMPROVEMENT



NORTH



SCALE: 1" = 700'
0 175' 350' 700'

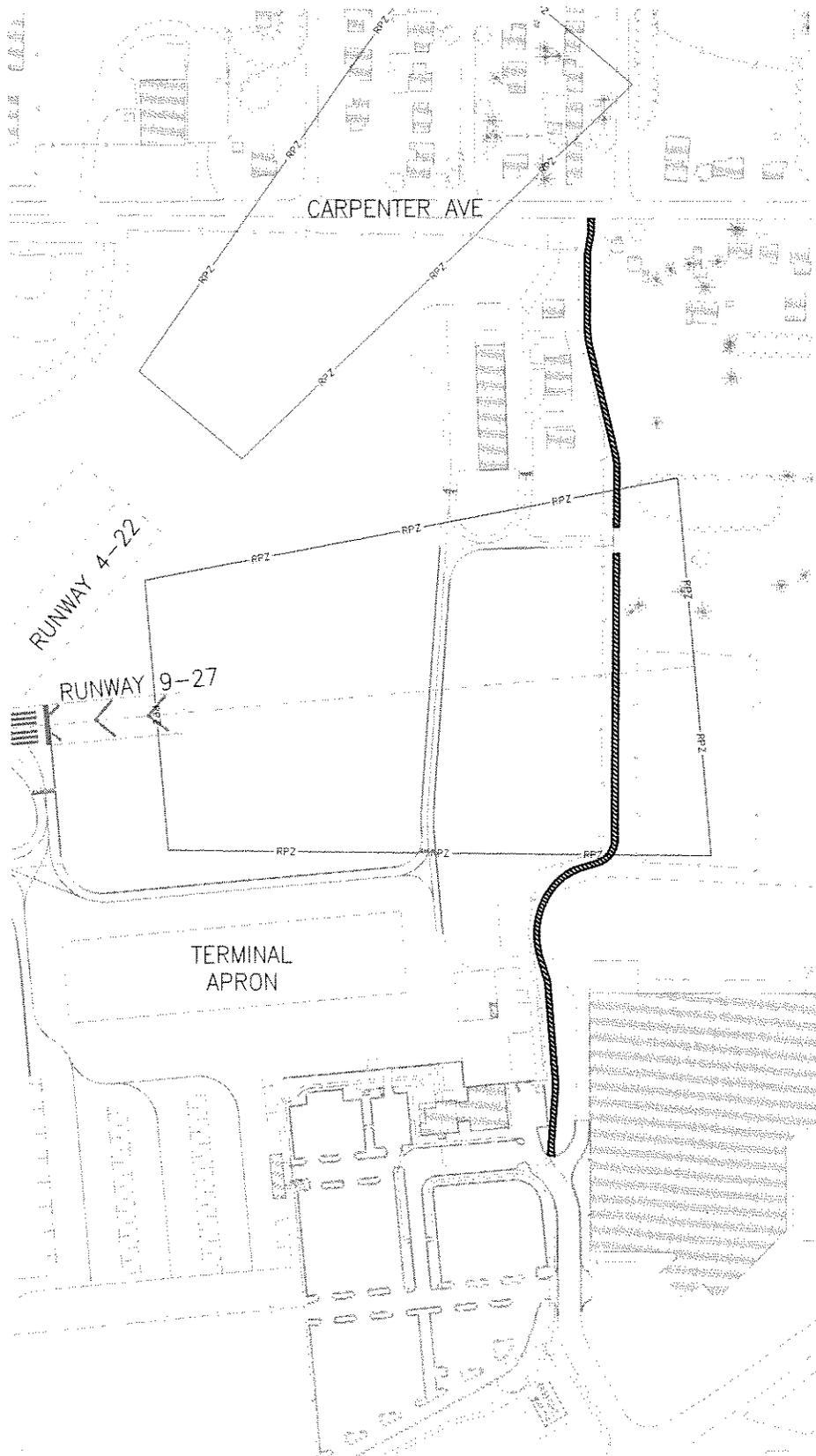
LEGEND

- RUNWAY EDGE LIGHT
- POWER CABLING



RS&H

CHARLEVOIX MUNICIPAL AIRPORT CAPITAL IMPROVEMENT PROGRAM RUNWAY 27 RPZ SIDEWALK REMOVAL



NORTH



SCALE: 1" = 300'
150' 300'



LEGEND

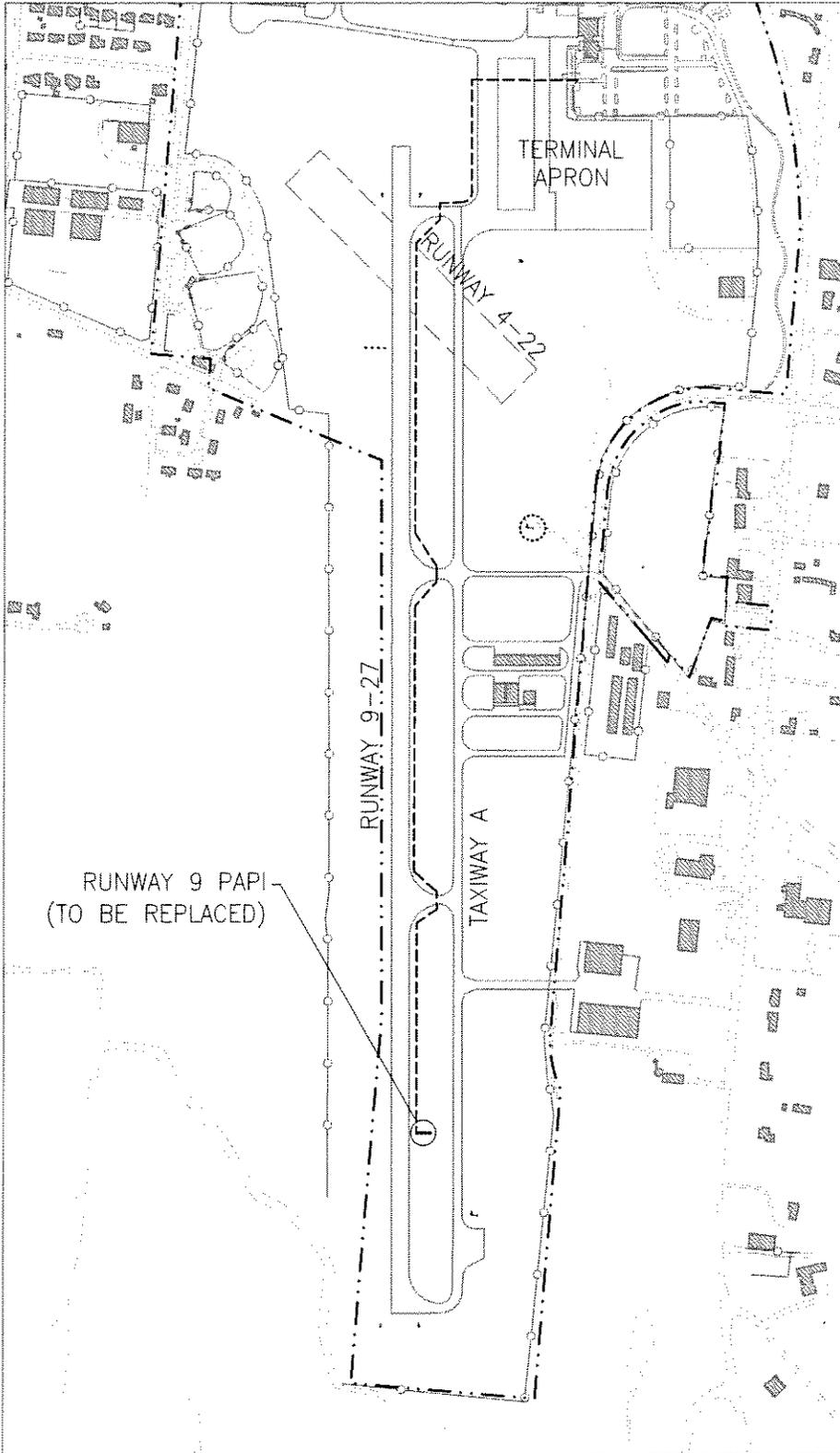


CONCRETE SIDEWALK
REMOVAL



RS&H

CHARLEVOIX MUNICIPAL AIRPORT CAPITAL IMPROVEMENT PROGRAM RUNWAY 9 PAPI REPLACEMENT



NORTH



SCALE: 1" = 700'
0 175' 350' 700'

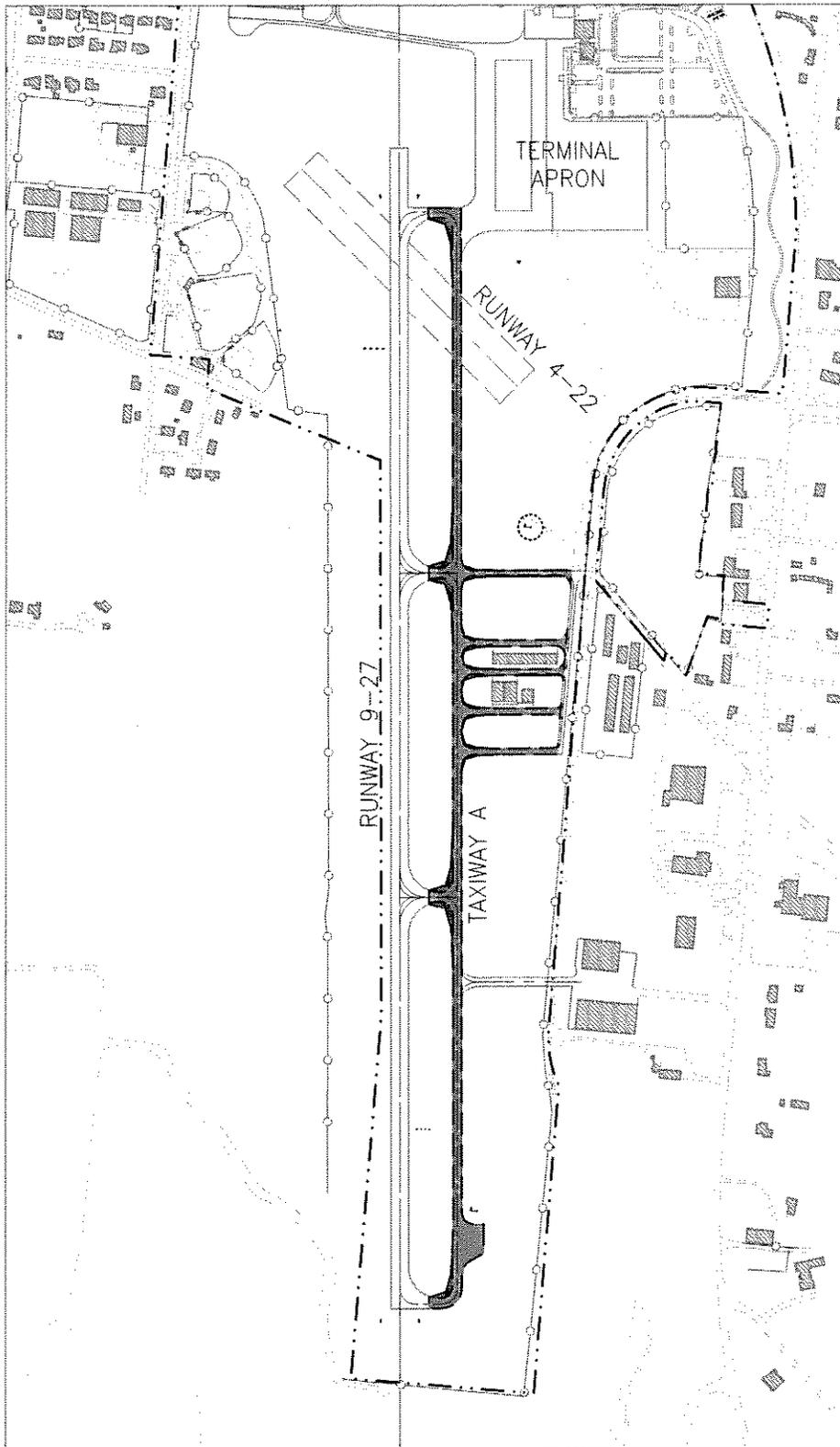
LEGEND

--- POWER CABLING



RS&H

CHARLEVOIX MUNICIPAL AIRPORT CAPITAL IMPROVEMENT PROGRAM TAXIWAY A PAVEMENT & LIGHTING REHABILITATION



NORTH



SCALE: 1" = 700'
0 175' 350' 700'

LEGEND

-  TAXIWAY REHABILITATION
-  NEW TAXIWAY PAVEMENT



RS&H

**AIP Grant Application
Detailed Project Information**

**Charlevoix Municipal Airport
Charlevoix, Michigan**

2016 Projects:

**Runway 9-27 Friction Improvement – Construction
Runway 9-27 Lighting Rehabilitation – Construction
Runway 27 RPZ Sidewalk Removal – Construction
Runway 9 PAPI Replacement – Design & Construction
Taxiway A Pavement Rehabilitation – Design
Taxiway A Lighting Rehabilitation – Design**

Project Justifications:

Runway 9-27 Friction Improvement – Construction:

Runway 9-27 at Charlevoix Municipal Airport (CVX) is 4,549' long and 75' wide and is categorized as a B-II runway. The runway is constructed of approximately 4-inches of bituminous pavement without grooving or Porous Friction Course (PFC). The runway receives approximately 300 annual operations of turbojet aircraft. FAA Advisory Circular (AC) 150/5320-12C recommends either grooving or PFC for runways that receive turbojet traffic to improve aircraft braking performance, especially under wet pavement surface conditions.

In 2012, a network level Pavement Condition Index (PCI) report was completed for the entire airfield. This report indicated that the PCI for Runway 9-27 was 76 at that time. The airfield is scheduled for an updated PCI analysis in 2015. It is anticipated that the new PCI results will indicate that the existing runway surface will not be in an acceptable condition to either groove of the existing surface or add a PCF without first rehabilitating the surface.

This project will provide an extension of the useful life of the runway and will likely include milling and repaving the existing pavement, and any necessary corrections to the centerline profile and cross slopes to meet FAA standards in AC 150/5300-13A. Additionally, through a new application of PFC or pavement grooving, this project will provide a safer operation by establishing a surface with more acceptable friction performance.

Runway 9-27 Lighting Rehabilitation – Construction:

The scope of this project includes rehabilitation of the existing edge light and power cable for Runway 9-27. Currently, edge lights and guidance signs along Runway 9-27 are served by a single circuit.

The latest meggar reading (Aug 2014) for this circuit is approximately 1.0 Megohm. According to AC 150/5340-26B, any circuit that measures less than 1 megohm is certainly destined for rapid failure and the suggested resistance values for circuits 10,000 to 20,000 feet in length should have a minimum meggar reading of 40 megohms.

A future runway lighting project has been listed on previous Capital Improvement Plans but due to the decline in resistance values for the circuit and to minimize runway closures for the only paved runway at CVX, the lighting rehabilitation is planned for the same year as the Runway 9-27 Friction Improvement project. A cost benefit analysis will be conducted if LED edge lights are elected as an option for the runway lights.

Runway 27 RPZ Sidewalk Removal – Construction:

Currently a publically accessible sidewalk connecting the Airport terminal area with W. Carpenter Ave. is located within the Runway Protection Zone (RPZ) of Runway 27 at Charlevoix Municipal Airport (CVX). According to FAA Memorandum titled Interim Guidance on Land Uses Within at Runway Protection Zone dated September 27, 2012, places of public assembly are non-compatible land uses within a RPZ.

This project would include the removal of the 10' wide sidewalk and turf restoration, eliminating the non-compatible land use within the runway RPZ.

Runway 9 PAPI Replacement – Design & Construction:

Charlevoix Municipal Airport (CVX) has an existing non-FAA PAPI on Runway 9. This PAPI is in excess of 15 years old and is at risk of failure. This project will consist of replacing the existing PAPI and installing a new homerun for the equipment.

Taxiway A Pavement Rehabilitation – Design:

Taxiway A is a full length parallel taxiway to the primary Runway 9-27 at Charlevoix Municipal Airport (CVX) is 4,549' long and 75' wide and is categorized as a B-II runway. The taxiway is constructed of approximately 3-4-inches of bituminous pavement.

In 2015, a network level Pavement Condition Index (PCI) report was completed for the entire airfield. This report indicated that the PCI of Taxiway A is 56, except for a small, new section of the taxiway on the west end of the airfield. Taxiways connecting Taxiway A and hangars on the south side of Taxiway A have PCI values of 70. These values indicate pavements that require, or soon with require, major rehabilitation.

This project will provide an extension of the useful life of the taxiway pavements and will include milling of the existing pavement, asphalt pavement, and necessary corrections to the taxiway geometry to meet FAA standards in AC 150/5300-13A.

Taxiway A Lighting Rehabilitation – Design:

The scope of this project includes rehabilitation of the existing edge light and power cable for Taxiway A. Currently, edge lights and guidance signs along Taxiway A are served by a single direct-buried circuit.

The latest meggar reading (Aug 2014) for this circuit is approximately 1.0 Megohm. According to AC 150/5340-26B, any circuit that measures less than 1 megohm is certainly destined for rapid failure and the suggested resistance values for circuits 10,000 to 20,000 feet in length should have a minimum meggar reading of 40 megohms.

Total Grant Amount Summary:

Total Amount \$1,378,831.24	FAA	State	Local
Runway 9-27 Friction Improvement (Construction) \$761,293.76	\$685,164.38	\$38,064.69	\$38,064.69
Runway 9-27 Lighting Rehab (Construction) \$339,458.68	\$305,512.81	\$16,972.93	\$16,972.93
Runway 27 RPZ Sidewalk Removal (Construction) \$34,255.33	\$30,829.80	\$1,712.77	\$1,712.77
Runway 9 PAPI Replacement (Design) \$3,000.00	\$2,700	\$150	\$150
Runway 9 PAPI Replacement (Construction) \$138,623.47	\$124,761.13	\$6,931.17	\$6,931.17
Taxiway A Pavement Rehabilitation (Design) \$77,200.00	\$69,480	\$3,860	\$3,860
Taxiway A Lighting Rehabilitation (Design) \$15,000.00	\$13,500	\$750	\$750
MDOT Aeronautics \$10,000.00	\$9,000	\$500	\$500
Funding Type			
'13 Pax Entitlements (carry over)	\$1,000,000		
'14 Pax Entitlements (carry over)	\$240,948		
'15 Pax Entitlements to be carried over	(\$759,052)		
'15 Pax Entitlements to be carried over	(\$1,000,000)		
'16 SBG Entitlements to be carried over	(\$150,000)		
Total	\$1,240,948.12	\$68,941.56	\$68,941.56

Alternate Funding Plan:

If funding is unavailable, the cost will either be covered by local funds, or the scope of the project(s) will be reduced by the use of bid alternates, or delayed.

Environmental Determination Documentation:

A Categorical Exclusion (CatEx) for the Runway 9-27 Friction Improvement, Lighting Rehabilitation, and Runway 27 RPZ Sidewalk Removal was submitted on August 8, 2015. CatEx's for the Runway 9 PAPI replacement, Taxiway A Pavement Rehabilitation, and Taxiway A Lighting Rehabilitation were submitted to FAA in January 2016.

Statement of Public Hearing:

The City of Charlevoix conducts meetings twice every month. The meeting times and dates are posted and these meetings are open to the public. All decisions regarding these projects have been discussed in open sessions of these meetings. No negative comments regarding the proposed projects have been received.

Identification of DBE Requirements:

Charlevoix Municipal Airport has an approved DBE program on file with MDOT Aeronautics. These projects will meet the goals and objectives of this program.

LOCATION: Charlotte-Mecklenburg Airport
Grant Application 3-28-0017-2016
PROJECTS:
Runway 9-27 Friction Improvement
Runway 9-27 Lighting Rehabilitation
Runway 27 RPZ Skidwalk Removal
Runway 9 PAPI Replacement (Design & Construction)
Taxway A Pavement & Lighting Rehabilitation (Design)

ITEM NO.	WORK ITEM DESCRIPTION	UNIT	QUANT	UNIT PRICE	AMOUNT	RWY 27 RPZ		RWY 27 RPZ		QUANT	AMOUNT
						QUANT	AMOUNT	QUANT	AMOUNT		
GP-105-2.1	Construction	LSUM	1	\$ 113,108.69	\$ 113,108.69	0.60	\$ 67,865.21	0.25	\$ 29,277.17	0.05	\$ 5,966.31
MA-102-11.1	Mobilization and General Conditions	LSUM	1	\$ 88,806.04	\$ 88,806.04	0.60	\$ 53,293.82	0.25	\$ 22,261.91	0.10	\$ 8,880.30
P-101-5.1	Safety Plan Compliance Document	LSUM	1	\$ 11,520.00	\$ 11,520.00	0.60	\$ 6,912.00	0.25	\$ 2,880.00	0.10	\$ 1,152.00
P-101-5.2	Bluminous Pavement Removal	SYD	500	\$ 5.77	\$ 2,885.00	500	\$ 2,885.00				
P-101-5.3	Joint and Crack Repair	LFT	1,000	\$ 3.89	\$ 3,890.00	1,000	\$ 3,890.00				
P-101-5.4	Cold Milling, Profile	SFT	2,100	\$ 5.03	\$ 10,563.00	1,800	\$ 9,054.00				
P-101-5.5	Concrete Skidwalk Removal	SFT	38,500	\$ 1.00	\$ 38,500.00	38,500	\$ 38,500.00			2,100	\$ 21,000.00
P-155-5.1	Pavement Marking Removal	EACH	8	\$ 141.76	\$ 1,134.08	8	\$ 1,134.08				
P-155-5.2	Index Protection	LSUM	1	\$ 8,727.47	\$ 8,727.47	1	\$ 8,727.47				
P-401-8.1	Soil Erosion and Sedimentation Control	TON	5,200	\$ 65.00	\$ 338,000.00	5,200	\$ 338,000.00				
P-603-5.1	Bluminous Tack Coat	GAL	4,500	\$ 3.00	\$ 13,500.00	4,500	\$ 13,500.00				
P-620-5.1	Temporary Airport Pavement Marking, White, Striated	SFT	30,000	\$ 0.47	\$ 14,100.00	30,000	\$ 14,100.00				
P-620-5.2	Temporary Airport Pavement Marking, Yellow	SFT	6,000	\$ 0.47	\$ 2,820.00	6,000	\$ 2,820.00				
P-620-5.3	Airport Pavement Marking, White, Striated	SFT	28,000	\$ 0.79	\$ 22,120.00	28,000	\$ 22,120.00				
P-620-5.4	Airport Pavement Marking, Yellow	SFT	4,000	\$ 1.00	\$ 4,000.00	4,000	\$ 4,000.00				
P-620-5.5	Airport Pavement Marking, Black	SFT	3,000	\$ 0.37	\$ 1,110.00	3,000	\$ 1,110.00				
P-621-5.1	Saw Cut Grooving	SYD	27,700	\$ 2.40	\$ 66,480.00	27,700	\$ 66,480.00				
P-162-5.1	Chain-Link Fence, 6' High	LFT	130	\$ 44.10	\$ 5,733.00					130	\$ 5,733.00
F-162-5.2	Chain-Link Fence Removal	LFT	730	\$ 2.10	\$ 1,533.00					730	\$ 1,533.00
T-901-5.1	Seeding, Hydrated with Fertilizer and Mulch	ACRE	4.00	\$ 4,065.99	\$ 16,263.96	3.2	\$ 13,011.17			0.8	\$ 3,252.79
T-905-5.1	Topsalling, Furnish from Off-Site	CYD	1,300	\$ 30.13	\$ 39,169.00	1,040.0	\$ 31,337.20			260.0	\$ 7,831.80
L-108-5.1	Installed in Trench, Duct Bank or Conduit 1/C No. 6 AWG, 5kV, L824, Type C, Unshielded Cable, 1/C No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Including Ground Rods and Ground Connectors 1/C No. 10 AWG, 600 V, Insulated 1/C No. 4 AWG, 600 V, Insulated Underground Communication Cable, 25 Pair, in Duct Bank or Conduit	LFT	15,600	\$ 2.00	\$ 31,200.00			15,600	\$ 31,200.00		
L-108-5.2	Schedule 40 PVC Conduit, 2", Direct Buried	LFT	26,300	\$ 1.00	\$ 26,300.00			21,300	\$ 21,300.00		
L-108-5.3	L-861 Runway Edge Light, Installed on New Base	LFT	220	\$ 0.50	\$ 110.00						
L-108-5.4	L-861E Runway Threshold or End Light, Installed on New Base	EACH	31,400	\$ 1.25	\$ 39,250.00			16,400	\$ 20,500.00		
L-110-5.1	L-881E Temporary Runway Threshold or End Light, Stake Mounted	LFT	200	\$ 6.00	\$ 1,200.00			200	\$ 1,200.00		
L-125-5.1	L-881E Temporary Runway Threshold or End Light, Stake Mounted	LFT	28,300	\$ 4.00	\$ 113,200.00			20,300	\$ 81,200.00		
L-125-5.2	L-881E Temporary Runway Threshold or End Light, Stake Mounted	EACH	42	\$ 1,200.00	\$ 50,400.00			42	\$ 50,400.00		
L-125-5.3	Remove Elevated Airfield Light Including Base Can	EACH	16	\$ 1,200.00	\$ 19,200.00			16	\$ 19,200.00		
L-125-5.4	Maintenance of Airfield Lighting Systems	EACH	8	\$ 975.00	\$ 7,800.00			8	\$ 7,800.00		
L-125-5.5	Maintenance of Airfield Lighting Systems	LSUM	61	\$ 15,000.00	\$ 915,000.00			61	\$ 915,000.00		
L-126-5.1	L-880 PAPI, Style A, Class II, 2 Lamp, Complete System	LSUM	1	\$ 53,000.00	\$ 53,000.00			0.8	\$ 42,400.00		
L-126-5.2	Existing PAPI System Removal	LSUM	1	\$ 3,000.00	\$ 3,000.00						
Low Bid					\$ 1,169,431.24						
Professional Services											
Construction Services - RS&H		LSUM	1	\$ 104,200.00	\$ 104,200.00	0.60	\$ 62,520.00	0.25	\$ 26,050.00	0.05	\$ 5,210.00
Runway 9 PAPI Replacement (Design)		LSUM	1	\$ 3,000.00	\$ 3,000.00						
Taxway A Pavement Rehabilitation (Design)		LSUM	1	\$ 77,200.00	\$ 77,200.00						
Taxway A Lighting Rehabilitation (Design)		LSUM	1	\$ 15,000.00	\$ 15,000.00						
MDOT Office of Aeronautics Fee		LSUM	1	\$ 10,000.00	\$ 10,000.00						
Total Amount					\$ 1,378,831.24						

Bid Tabulation Summary

BIDDER	BASE BID				TOTAL
Engineer's Estimate	\$ 1,228,380.00				\$ 1,228,380.00
Elmer's Crane and Dozer, Inc.	\$ 1,169,431.24				\$ 1,169,431.24
Rleth-Riley Construction Co., Inc.	\$ 1,231,235.00				\$ 1,231,235.00
Payne & Dolan, Inc.	\$ 1,393,326.00				\$ 1,393,326.00

Bid Tabulation Errors

BIDDER	TABULATION ERRORS	NET EFFECT ON GRAND TOTALS
Elmer's Crane and Dozer, Inc.	None	None
Rleth-Riley Construction Co., Inc.	None	None
Payne & Dolan, Inc.	None	None

Bid Requirement Checklist

Bid Requirement	BIDDER			
	Elmer's Crane and Dozer, Inc.	Rleth-Riley Construction Co., Inc.	Payne & Dolan, Inc.	
1.) Proposal Form (P-1-3)	✓	✓	✓	
2.) Acknowledgment of Addenda (P-2)	✓	✓	✓	
3.) Proposal Affidavit (P-4)	✓	✓	✓	
4.) Proposal Guaranty (P-5)	✓	✓	✓	
5.) Surety's Bond Affidavit (P-6)	✓	✓	✓	
6.) EEO Report Statement (P-7)	✓	✓	✓	
7.) Non-Collusion Affidavit (P-8)	✓	✓	✓	
8.) Affidavit of Compliance-Iran Economic Sanctions Act (P-9)	✓	✓	✓	
9.) Bidder's Qualifications (P-10-11)	✓	✓	✓	
10.) DBE Assurance (P-12)	✓	✓	✓	
11.) Buy America Certification (P-15-16)	✓	✓	✓	
12.) Bid Schedule (P-17-23)	✓	✓	✓	
Responsive Bid?	Yes	Yes	Yes	Yes

ITEM NO	WORK ITEM DESCRIPTION	Engineer's Estimate			Elmer's Crane and Dozer, Inc.			Reih-Riley Construction Co., Inc.			Payne & Dolan, Inc.		
		UNIT	QUANTITY	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
	Base Bid												
GP-105-2.1	Mobilization and General Conditions	LSUM	1	\$	120,000.00	\$	113,108.69	\$	113,108.69	\$	180,000.00	\$	240,000.00
M-102-11.1	Safety and Security	LSUM	1	\$	50,000.00	\$	89,806.04	\$	89,806.04	\$	70,000.00	\$	97,450.00
M-102-11.2	Safety Plan Compliance Document	LSUM	1	\$	2,000.00	\$	11,520.00	\$	11,520.00	\$	2,750.00	\$	1,000.00
P-101-5.1	Bituminous Pavement Removal	SYD	500	\$	5.00	\$	5.77	\$	2,885.00	\$	35.00	\$	17,500.00
P-101-5.2	Joint and Crack Repair	LFT	1,000	\$	1,500.00	\$	3,990.00	\$	3,990.00	\$	8.00	\$	19.50
P-101-5.3	Gold Milling, Profile	SFT	1,800	\$	1.75	\$	5.00	\$	9,000.00	\$	3.75	\$	13,500.00
P-101-5.4	Concrete Sawcut Removal	SYD	2,100	\$	10.00	\$	21.00	\$	21.00	\$	2.00	\$	14,070.00
P-101-5.5	Pavement Marking Removal	SFT	38,500	\$	2.00	\$	77,000.00	\$	77,000.00	\$	4,200.00	\$	36,575.00
P-156-5.1	Inlet Protection	EACH	6	\$	160.00	\$	141.76	\$	1,134.08	\$	100.00	\$	150.00
P-156-5.2	Soil Erosion and Sedimentation Control	LSUM	1	\$	5,000.00	\$	8,727.47	\$	8,727.47	\$	2,000.00	\$	7,500.00
P-601-8.1	Bituminous Surface Course	TON	5,200	\$	85.00	\$	442,600.00	\$	442,600.00	\$	79.75	\$	409,500.00
P-603-5.1	Bluminous Tack Coat	GAL	4,500	\$	1.50	\$	6,750.00	\$	6,750.00	\$	1.00	\$	4,500.00
P-620-5.1	Temporary Airport Pavement Marking, White, Striated	SFT	30,000	\$	0.30	\$	9,000.00	\$	9,000.00	\$	0.45	\$	13,500.00
P-620-5.2	Temporary Airport Pavement Marking, Yellow	SFT	6,000	\$	0.50	\$	3,000.00	\$	3,000.00	\$	0.45	\$	2,700.00
P-620-5.3	Airport Pavement Marking, White, Striated	SFT	28,000	\$	0.30	\$	8,400.00	\$	8,400.00	\$	0.75	\$	21,000.00
P-620-5.4	Airport Pavement Marking, Yellow	SFT	4,000	\$	0.50	\$	2,000.00	\$	2,000.00	\$	0.95	\$	3,800.00
P-620-5.5	Airport Pavement Marking, Black	SFT	3,000	\$	1.00	\$	3,000.00	\$	3,000.00	\$	0.35	\$	1,050.00
P-621-5.1	Saw Cut Grooving	SYD	27,700	\$	1.25	\$	34,625.00	\$	34,625.00	\$	1.40	\$	38,780.00
F-162-5.1	Chain-Link Fence, 6' High	LFT	130	\$	25.00	\$	3,250.00	\$	3,250.00	\$	42.00	\$	5,460.00
F-162-5.2	Chain-Link Fence Removal	LFT	730	\$	5.00	\$	3,650.00	\$	3,650.00	\$	2.00	\$	1,460.00
T-901-5.1	Seeding, Hydroseed with Fertilizer and Mulch	ACRE	4.00	\$	3,500.00	\$	14,000.00	\$	14,000.00	\$	2,000.00	\$	8,000.00
T-905-5.1	Topsoling, Furnish from Off Site	CYD	1,300	\$	20.00	\$	26,000.00	\$	26,000.00	\$	20.00	\$	26,000.00
L-108-5.1	1/2" No. 6 AWG, 5kV, LR24, Type C, Unshielded Cable, Installed in Trench, Duct Bank or Conduit	LFT	15,600	\$	1.50	\$	23,400.00	\$	23,400.00	\$	2.00	\$	31,200.00
L-108-5.2	1/2" No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench, Including Ground Rods and Ground Connectors	LFT	26,300	\$	2.25	\$	59,175.00	\$	59,175.00	\$	1.00	\$	26,300.00
L-108-5.3	1/2" No. 10 AWG, 600 V, Insulated	LFT	220	\$	1.50	\$	330.00	\$	330.00	\$	0.50	\$	110.00
L-108-5.4	1/2" No. 4 AWG, 600 V, Insulated	LFT	31,400	\$	1.50	\$	47,100.00	\$	47,100.00	\$	1.25	\$	39,250.00
L-108-5.5	Underground Communication Cable, 25 Pair, in Duct Bank or Conduit	LFT	200	\$	10.00	\$	2,000.00	\$	2,000.00	\$	6.00	\$	1,200.00
L-110-5.1	Schedule 40 PVC Conduit, 2" Direct Buried	LFT	26,300	\$	5.00	\$	131,500.00	\$	131,500.00	\$	4.00	\$	105,200.00
L-125-5.1	L-861 Runway Edge Light, Installed on New Base	EACH	42	\$	900.00	\$	37,800.00	\$	37,800.00	\$	1,200.00	\$	50,400.00
L-125-5.2	L-861E Runway Threshold or End Light, Installed on New Base	EACH	16	\$	900.00	\$	14,400.00	\$	14,400.00	\$	1,200.00	\$	19,200.00
L-125-5.3	Remove Elevated Airfield Light Including Base Can	EACH	61	\$	50.00	\$	3,050.00	\$	3,050.00	\$	975.00	\$	7,950.00
L-125-5.4	Maintenance of Airfield Lighting Systems	LSUM	1	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	15,000.00	\$	15,000.00
L-126-5.1	L-860 PAPI, Style A, Class II, 2 Lamp, Complete System	LSUM	1	\$	35,000.00	\$	35,000.00	\$	35,000.00	\$	53,000.00	\$	53,000.00
L-126-5.2	Existing PAPI System Removal	LSUM	1	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	3,000.00	\$	3,000.00
	BASE BID TOTAL			\$	1,228,380.00	\$	1,169,431.24	\$	1,169,431.24	\$	1,231,235.00	\$	1,393,326.00



G-3101 West Bristol Road
Suite 300
Flint, Michigan 48507

☎ 810-232-6899
F 810-232-6840
rsandh.com

May 27, 2016

Ms. Liz Myer
City of Charlevoix
210 State Street
Charlevoix, MI 49720

Re: Charlevoix Municipal Airport
Runway 9-27 Friction Improvement
FAA AIP No. 3-26-0017-1915/2016
MDOT No. FM 26-01-C49
RS&H Project No. 210-3616-001

Dear Ms. Myer:

Please find enclosed the Tabulation of Bids from the Thursday, May 26, 2016 bid opening. Three (3) contractors submitted bids, all of which were responsive.

Elmer's Crane and Dozer, Inc.'s submitted base bid of \$1,169,431.24 was the as-read low bid. No errors or omissions were found in their bid. All other bids submitted were also reviewed, and no errors were found.

It is recommended that Elmer's Crane and Dozer, Inc. be awarded the contract for this project, in the total amount of \$1,169,431.24, subject to legal review, council approval, and procurement of funding.

Also enclosed are the original contractor bids. Feel free to contact us with any questions or concerns.

Sincerely,

RS&H MICHIGAN, INC.

David M. Joye, PE
Aviation Engineer

Enc.

Cc: File: 210-3616-001 - I.2.d

**AIP Grant Application
Estimated Project Schedules**

**Charlevoix Municipal Airport
Charlevoix, Michigan**

2016 Projects:

- Runway 9-27 Friction Improvement – Construction**
- Runway 9-27 Lighting Rehabilitation – Construction**
- Runway 27 RPZ Sidewalk Removal – Construction**
- Runway 9 PAPI Replacement – Design & Construction**
- Taxiway A Pavement Rehabilitation – Design**
- Taxiway A Lighting Rehabilitation – Design**

Runway 9-27 Friction Improvement – Construction

Project Kick-Off	November 2015
Submit CSPP to FAA and MDOT AERO	February 2016
Design Complete	April 2016
Submit Bid Tabulation and Grant Application	May 2016
Contract Award	June 2016
Preconstruction Conference	August 2016
Construction Notice to Proceed	September 2016
Estimated Construction Completion	November 2016
Final Project Inspection	November 2016
Submit Close-Out Docs	April 2017

Runway 9-27 Lighting Rehabilitation – Construction

Project Kick-Off	November 2015
Submit CSPP to FAA and MDOT AERO	February 2016
Design Complete	April 2016
Submit Bid Tabulation and Grant Application	May 2016
Contract Award	June 2016
Preconstruction Conference	August 2016
Construction Notice to Proceed	September 2016
Estimated Construction Completion	November 2016
Final Project Inspection	November 2016
Submit Close-Out Docs	April 2017

Runway 27 RPZ Sidewalk Removal – Construction

Project Kick-Off	November 2015
Submit CSPP to FAA and MDOT AERO	February 2016
Design Complete	April 2016
Submit Bid Tabulation and Grant Application	May 2016
Contract Award	June 2016
Preconstruction Conference	August 2016
Construction Notice to Proceed	September 2016

Estimated Construction Completion	November 2016
Final Project Inspection	November 2016
Submit Close-Out Docs	April 2017

Runway 9 PAPI Replacement – Design & Construction

Project Kick-Off	January 2016
Submit CSPP to FAA and MDOT AERO	February 2016
Design Complete	April 2016
Submit Bid Tabulation and Grant Application	May 2016
Contract Award	June 2016
Preconstruction Conference	August 2016
Construction Notice to Proceed	September 2016
Estimated Construction Completion	November 2016
Final Project Inspection	November 2016
Submit Close-Out Docs	April 2017

Taxiway A Pavement Rehabilitation - Design

Project Kick-Off	September 2016
Submit CSPP to FAA and MDOT AERO	February 2017
Design Complete	April 2017

Taxiway A Lighting Rehabilitation - Design

Project Kick-Off	September 2016
Submit CSPP to FAA and MDOT AERO	February 2017
Design Complete	April 2017

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

This Amendment made this _____ day of _____, in the year of 2016, to the Agreement made on the 17th day of April, in the year of 2015.

BETWEEN THE Owner (hereinafter referred to as Sponsor),

City of Charlevoix
210 State Street
Charlevoix, Michigan 49720

and the Engineer (hereinafter referred to as the Consultant),

RS&H Michigan, Inc.
827 Willow Run Airport, Second Floor
Ypsilanti, Michigan 48198

for the following project:

Location: Charlevoix Municipal Airport, Charlevoix, Michigan

Description: Runway 9-27 Friction Improvement

Changes: 1) ATTACHMENT E – SCOPE OF SERVICES:

ADD Task 6.2:

The Consultant shall prepare plans, specifications, and opinion of probable construction cost for the replacement of the Runway 9 PAPI.

2) Article 3 – Payment, Phase (2) Construction to read as follows:

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 lump sum fee not to exceed One Hundred Four Thousand, Two Hundred Dollars (\$104,200) for Phase (2) Construction. A breakdown of the additional costs are included as Attachment C.

The fee described above shall 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, for Phase (2)

Construction.

3) Article 3 – Payment,

Original Contract Amount (Firm Fixed Fee) =	\$ 85,200.00
Additional PAPI Design (Firm Fixed Fee) =	+ \$ 3,000.00
Construction Phase Services (see Attachment C) =	<u>\$ 104,200.00</u>
Revised Contract Amount (Firm Fixed Fee) =	<u>\$ 192,400.00</u>

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

ACCEPTED BY THE SPONSOR

SIGNED IN THE PRESENCE OF CITY OF CHARLEVOIX

_____ By: _____
Authorized Representative of Sponsor

ACCEPTED BY THE CONSULTANT

SIGNED IN THE PRESENCE OF: RS&H MICHIGAN, INC.

_____ By: _____
Authorized Representative of Consultant



CHARLEVOIX MUNICIPAL AIRPORT

Attachment C

RUNWAY 9-27 FRICTION IMPROVEMENT - CONSTRUCTION PHASE

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	RES. PROJ. REPRESENT	CADD TECHNICIAN	SUPPORT STAFF	TOTAL
Construction Phase Services								
Task 1.1 Contractor Submittal Review		8	8	16			4	36
Task 1.2 Technical Plan Interpretations		8	12	8			2	30
Task 1.3 Change Orders		4	12	8			2	26
Task 1.4 Substitution Review		4	8					12
Task 1.5 Site Inspections		8	8					16
Task 1.6 Pre-Construction/Weekly Progress Meetings		16	40					56
Task 1.7 Review Materials Acceptance Test Results		8	8	16				32
Task 1.8 Substantial Completion Inspections and Punchlists		8	16	4			2	30
Task 1.9 Prepare Record Drawings		4	8	16		16	2	48
Task 1.10 Warranty Inspections		8	8					16
Task 1.11 Coordination with Sponsor		16	8				2	26
Task 1.12 Pre-Construction/Progress Meeting Minutes			4				10	14
Task 1.13 FAA Grant Documentation		12	16			4	4	36
Task 2.1 Resident Project Representative					200			200
TOTAL HOURS	0	104	156	68	200	20	28	578
RATE	\$75.00	\$58.00	\$42.00	\$30.00	\$32.00	\$24.00	\$18.00	
TOTAL DIRECT LABOR \$	\$0	\$5,824	\$6,552	\$2,040	\$6,400	\$480	\$504	\$21,800
OVERHEAD @ 178.83%								\$38,985
PROFIT @ 11%								\$6,686
TOTAL BURDENED LABOR @ 3.10								\$67,471
OTHER DIRECT NON-SALARY COSTS								
REPRODUCTION	# DWGS	# PAGES						
	@	@			#SETS			
	\$1.50	\$0.10						
Drawings	26				8			\$312
Reports/Specifications		256			8			\$205
TOTAL REPRODUCTION								\$517
POSTAGE/DELIVERY	# PCKGS	# PCKGS						
	@	@						
	\$15.00	\$3.00						
Drawings and Specifications	2	15						\$75
TOTAL POSTAGE/DELIVERY								\$75
SPECIALTY SUBCONSULTANTS								
Task 3 - Acceptance Survey	Inland Seas Engineering (DBE)							\$5,400
Task 4 - Materials Acceptance Testing	Inland Seas Engineering (DBE)							\$23,000
TOTAL SPECIALTY SUBCONSULTANTS								\$28,400
RESIDENT PROJECT REPRESENTATIVE								
	# Days	# Weeks	# Months	Vehicle Rental @	Gas @	Per Diem @	Lodging @	
				\$1,500	\$60	\$54	\$2,500	
Construction Vehicle	0	0	1	\$1,500	\$0	\$0	\$0	\$1,500
Gas for Construction Vehicle	0	4	0	\$0	\$240	\$0	\$0	\$240
Lodging	0	0	1	\$0	\$0	\$0	\$2,500	\$2,500
Meals	20	0	0	\$0	\$0	\$1,080	\$0	\$1,080
								\$5,320
TRAVEL								
	# People	# Days	Airfare @	Car @	Per Diem @	Lodging @		
			\$ 400	\$ 70	\$ 38	\$ 110		
Pre Construction Meeting	2	1	\$0	\$70	\$76	\$220		\$368
Construction Site Visits (1 visit / Week)	1	4	\$0	\$280	\$152	\$440		\$872
Additional Site Visits (Electrical)	1	2	\$400	\$140	\$76	\$220		\$836
Final Inspection	2	1	\$0	\$70	\$76	\$220		\$366
TOTAL TRAVEL								\$2,440
TOTAL ODC's								\$38,762
Total Proposed Fee (Rounded) for:	Construction Phase Services							\$104,200

**ATTACHMENT E
SCOPE OF SERVICES**

**Charlevoix Municipal Airport
Charlevoix, Michigan**

**Runway 9-27 Friction Improvement
Construction Phase Services**

This Scope of Services shall be in accordance with all the requirements of the Professional Services Agreement, dated August 17, 2015.

PROJECT DESCRIPTION

This project consists of construction phase services related to the Runway 9-27 Friction Improvement and all related items.

The current schedule calls for a Notice-To-Proceed for construction in September of 2016, with construction being complete in October of 2016. If construction exceeds 28 calendar days, the need for a supplemental work order to extend RS&H services will be evaluated.

TASK 1- CONSTRUCTION ADMINISTRATION SERVICES

During this phase the consultant shall provide services to support construction that shall include, but not be limited to:

- 1.1 Review, on a timely basis, contractors' submittals required by the construction documents, including, but not limited to: shop drawings, test data, samples, materials, equipment, etc. and approve, reject, or otherwise advise on the conformance of such submittals to the requirements of the construction documents.
- 1.2 Provide on a timely basis, so as not to negatively impact the construction schedule, the sponsor and the contractor with technical interpretations of the construction documents or any other Requests for Information (RFI) submitted by the contractors.
- 1.3 Review and concur with change order scope, cost and any modifications to the construction schedule.
- 1.4 Review and recommend for sponsor acceptance or rejection any changes, modifications or substitutions proposed by the contractor. Written justification must accompany any recommendation or rejection.
- 1.5 Provide periodic on-site review/monitoring of construction materials, finishes and workmanship in conformance with the standards established in the construction documents. Consultant shall notify the sponsor immediately, verbally and in writing, of any and all observed deviations and/or defects in material, finishes, equipment, systems or workmanship.
- 1.6 Prepare for and attend a Pre-Construction Meeting prior to the construction notice to proceed and during construction prepare for and attend weekly construction progress meetings.

- 1.7 Compare test results against specification standard and notify the sponsor of any concerns. Provide recommendations as needed to address concerns.
- 1.8 Participate in substantial completion inspections and prepare punch lists.
- 1.9 Prepare 'record drawings'. These documents shall include all field changes recorded and incorporated during the project.
- 1.10 Prior to the expiration of construction or equipment warranties or guarantees, coordinate a site walk with the contractor and the sponsor providing an inspection of the facility and provide a report of all observed defects in material, equipment and/or workmanship that are covered under the projects' warranties or guarantees.
- 1.11 All contact or direction given to the Contractor by the Engineer must first be reviewed and approved by the sponsor.
- 1.12 At the conclusion of this phase, provide a copy of all meeting minutes for this phase.
- 1.13 Prepare FAA grant documentation as required, including grant quarterly performance reports and grant closeout reports.

TASK 2 - RESIDENT PROJECT REPRESENTATIVE

- 2.1 Consultant will provide full-time resident project representative services for the project. Specific items shall include:
 - A. Project Startup: Resident Project Representative (RPR) shall prepare the project for construction startup. The RPR shall coordinate with the contractor before and after the preconstruction conference to provide access for the contractor to enter the site to perform surveying, mobilization and other project elements in preparation of construction beginning. The RPR shall develop necessary paperwork, forms, reports, etc. in preparation of construction startup. The RPR shall coordinate with the Airport manager to ensure all issues are addressed and properly communicated with the contractor, tenants, FAA, etc. prior to construction startup. The RPR shall coordinate with the Airport manager concerning all Airport and FAA facilities, NAVAIDS, runway and taxiway lighting circuits and communications cables issues to ensure all electrical related issues are covered and procedures in place to prevent circuits being cut, damaged or otherwise affected prior to construction startup. Coordinate repair of facilities as damage occurs.
 - B. Schedules: Review the baseline and all subsequent progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.
 - C. Conferences and Meetings: Attend meetings with the Contractor, Owner and Engineer such as the preconstruction conference, weekly progress meetings, job

conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

- D. Liaison: Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and/or project manager and assist in understanding the intent of the Contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
- E. Review of Work, Inspections and Tests: Perform the following:
- a. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b. Report to the Engineer whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required. Advise the Engineer of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. Coordinate materials acceptance testing failed results and coordinate retesting.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report to the Engineer appropriate details relative to the test procedures and startups.
 - d. Monitor the contractor's activities as they relate to the Construction Safety Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD). Immediately inform the contractor, engineer, and owner when the contractor is in non-compliance with the standards and procedures contained in these documents, so that appropriate actions can be taken.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of those inspections and provide written reports of said visits to the Engineer.
 - f. Field inspect Change Order work to verify completion in accordance with contract documents.
- F. Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.
- G. Contract Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and submit a report with the RPR's recommendations to the Engineer. Transmit to the Contractor decisions as approved by the sponsor.
- H. Project Records: Perform the following:
- a. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract

Documents incorporating Addenda, Change Orders, additional Drawings issued subsequent to the execution of the Contract, the Engineer's clarifications and interpretations of the Contract Documents, progress reports, test reports, and other Project related documents.

- b. Keep a bound diary or log book, recording the Contractor hours on the job site, weather conditions, data relative to questions, Change Orders, or changed conditions, list of job site visitors, equipment on the site, daily activities, decisions, observations in general, any accident incidents, and specific observations in more detail as in the case of observing test procedures and send copies to the Engineer.
 - c. Record names, addresses and telephone numbers of all the contractors, subcontractors and major suppliers of materials and equipment.
 - d. Record and monitor installed work for compiling and submitting bimonthly estimates for progress payments to contractors.
 - e. Develop and maintain a materials test record book.
- I. Project Reports: Perform the following:
- a. Furnish the Owner and Engineer FAA weekly construction progress reports as required of progress of the Work.
 - b. Consult with the Owner and Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders, obtaining backup material from the Contractor, and recommend to the Owner Change Orders.
 - d. Report immediately to the Owner and Engineer upon the occurrence of any accident.
- J. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents and have this material delivered to the Engineer for review and forwarding to the Owner prior to final payment for the Work.
- K. Project Closeout: Perform the following:
- a. Before the Owner issues a Certificate of Substantial Completion, conduct a pre-final inspection and submit to the Contractor and Owner a punch list of observed items requiring completion or correction.
 - b. Conduct a final inspection in the company of the Engineer, the Owner and the Contractor and prepare a final punch list of items to be completed or corrected.
 - c. Observe that all items on the final punch list have been completed or corrected and make recommendations to the Engineer concerning acceptance.
 - d. Prepare a final test book to be submitted to the FAA and the Owner.

TASK 3- MATERIALS ACCEPTANCE TESTING

- 3.1 Consultant will provide materials acceptance testing for the project. Specific items shall include:
 - A. Asphalt Pavement testing
 - B. Structural Concrete testing

SCHEDULE

The following preliminary schedule is currently anticipated:

Notice to Proceed	September 2016
Construction Duration	28 Calendar Days
Substantial Completion	October 2016

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 Charlevoix

210 State Street

Charlevoix, Michigan 49720

and the Engineer, hereinafter referred to as the CONSULTANT,

RS&H Michigan, Inc.

G-3101 West Bristol Road, Suite 300

Flint, Michigan 48507

for the following PROJECT:

Location: Charlevoix Municipal Airport

Charlevoix, Michigan

Description: Taxiway A Pavement and Lighting Rehabilitation

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

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 bench marks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

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

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

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

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

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

Element 1.27 - Weekly Reports

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

Element 1.28 - Final Inspection

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

Element 1.29 - Final Quantities - As-Constructed Plans

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

Element 1.30 - Equipment

The CONSULTANT will furnish all necessary surveying and field testing equipment to accomplish the above named work.

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

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

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION

DESIGN PHASE (1)

Element 2.11 - Time of Beginning

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

Element 2.12 - Time for Completion

The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval is two hundred forty (240) calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning

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

Element 2.22 - Time for Completion

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

ARTICLE 3 – PAYMENT

Element 3.1 - Fee

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

Phase 1 Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of \$92,200.00. 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")	<u>\$1.25</u> /sheet
Black Print on White Paper (11" x 17")	<u>\$0.20</u> /sheet
Black Print on White Paper (8.5" x 11")	<u>\$0.15</u> /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 AttachmentG, 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 Charlevoix
SPONSOR
210 State Street
Street Address
Charlevoix, MI 49720
City, State & Zip Code

BY: _____
Authorized Representative of SPONSOR

.....
ACCEPTED BY THE CONSULTANT

Witness:

RS&H Michigan, Inc.
CONSULTANT
G-3101 West Bristol Road
Street Address
Flint, MI 48507
City, State & Zip Code

BY: _____
Authorized Representative

INCLUDE THIS PAGE IN ALL CONTRACTS!!

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

SCHEDULE OF ATTACHMENTS

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

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 with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap 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, will contain a covenant the same as hereinbefore 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, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action will 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 individual's 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 all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each

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

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this Contract, the Civil Rights Commission may, as 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 said order of the 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 Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency will be notified of such possible remedy and will 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 foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the 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.

March 1998

ATTACHMENT B

Additional Provisions

ADD TO ELEMENT 4.1 – MISCELLANEOUS PROVISIONS the following language at the end of the second paragraph:

The CONSULTANT shall make all appropriate inquiry into information needed to understand and conform with any design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency. CONSULTANT agrees to perform services consistent with professional standards of care and shall be responsible for any claims of negligence arising out of the CONSULTANT'S work.

REPLACE ELEMENT 4.5 – INSURANCE AND LIABILITY with the following:

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

REPLACE ELEMENT 4.10 – RESPONSIBILITY FOR CLAIMS AND LIABILITY with the following:

The CONSULTANT will indemnify and hold harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability (including attorney's fees for defending against the claim) due to negligence of, or failure to follow the terms of this Agreement by, the CONSULTANT or its subcontractors, except as provided in Element 4.1.

ATTACHMENT C

Cost Breakdown



TAXIWAY A REHABILITATION - DESIGN & BID PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADD TECHN	SUPPORT STAFF	TOTAL
BASIC SERVICES (LUMP SUM)							
Task 1: Investigative Services							
Task 1.1 Pre-Design Meeting w/Airport			8		8		16
Task 1.2 Data Collection			1	4	4		9
Task 1.3 Coordinate Surveying Needs			1	2			3
Task 1.4 Coordinate Geotechnical Needs			1	2			3
Task 1.5 NEPA Documentation			4	4	20	2	30
Task 1.6 Pavement Field Investigation			8	8	16	2	34
TOTAL HOURS	0	23	20	32	18	2	95
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$18.00	\$37.43
TOTAL DIRECT LABOR \$	\$0	\$1,288	\$840	\$960	\$432	\$36	\$3,556
OVERHEAD @ 178.83%							\$6,359
PROFIT @ 11%							\$1,091
TOTAL BURDENED LABOR @ 3.10							\$11,006
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS @ \$1.50	# PAGES @ \$0.10	#SETS				
Drawings	0						\$0
Reports/Specifications							\$0
TOTAL REPRODUCTION							\$0
POSTAGE/DELIVERY	# PCKGS @ \$15.00	# PCKGS @ \$3.00					
Drawings and Specifications							\$0
TOTAL POSTAGE/DELIVERY							\$0
SPECIALTY SUBCONSULTANTS							
Survey - Inland Seas Engineering (DBE) - Task 1.3							\$3,700
Geotechnical - Inland Seas Engineering (DBE) - Task 1.4							\$5,500
TOTAL SPECIALTY SUBCONSULTANTS							\$9,200
TRAVEL							
	# People	# Days	Airfare @ \$500	Car @ \$65	Lodging @ \$125	Per Diem @ \$40	No. of Times
Design Kickoff Meeting	2	2	\$0	\$130	\$250	\$160	1
Data Collection	1	2	\$0	\$130	\$125	\$80	1
							\$875
MILEAGE	0	Miles @	\$0.50				\$0
TOTAL ODC's							\$10,075
Total Proposed Fee for:	Task 1: Investigative Services						\$21,081

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADD TECHN	SUPPORT STAFF	TOTAL
Task 2: 60% Design							
Task 2.1 Prepare 60% Documents							
60% Plans		8	24	40	20	4	96
Preliminary Engineer's Report		4	8	12	4	2	30
60% Contract Documents		4	8			4	16
60% Specifications (FAA)		2	8	4			14
Task 2.2 60% In-House Q.C. Review		12	4	4			20
Task 2.3 60% Design Submittal							0
Task 2.4 60% Design Review Meeting		8		8			16
TOTAL HOURS	0	36	52	68	24	10	192
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$18.00	\$37.02
TOTAL DIRECT LABOR \$	\$0	\$2,128	\$2,184	\$2,040	\$576	\$180	\$7,108
OVERHEAD @	178.83%						\$12,711
PROFIT @	11.0%						\$2,180
TOTAL BURDENED LABOR @	3.10						\$21,999
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS @	# PAGES @		#SETS			
Drawings	50			2			\$150
Reports/Specifications		400		2			\$80
TOTAL REPRODUCTION							\$230
POSTAGE/DELIVERY	# PCKGS @	# PCKGS @					
Drawings and Specifications	2	2					\$36
TOTAL POSTAGE/DELIVERY							\$36
TRAVEL	# People	# Days	Airfare @ \$500	Car @ \$65	Lodging @ \$125	Per Diem @ \$40	No. of Times
60% Design Review Meeting	2	2	\$0	\$130	\$250	\$160	1
Coordination Meeting - Electrical Design	1	2	\$500	\$130	\$125	\$80	1
TOTAL TRAVEL							\$1,375
MILEAGE	0	Miles @	\$0.50				\$0
TOTAL ODC's							\$1,641
Total Proposed Fee for:	Task 2: 60% Design						\$23,640

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADD TECHN	SUPPORT STAFF	TOTAL
Task 3: 90% Design							
Task 3.1 Incorporate 60% Review Comments			2	8	8	4	22
Task 3.2 Prepare 90% Documents							
90% Plans			8	32	40	30	114
Final Engineer's Report			4	8	8	2	24
90% Contract Documents			4	8		2	14
90% Specifications (FAA)			4	12	8	2	26
Task 3.3 FAA Airspace Submittals			1	2	2	2	7
Task 3.4 90% In-House Q.C. Review			12	4	4		20
Task 3.5 90% Design Submittal							0
Task 3.6 90% Design Review Meeting			8		8		16
Task 3.7 FAA Checklist/Submission 90% Review			4				4
TOTAL HOURS	0	47	74	78	38	10	247
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$18.00	\$37.13
TOTAL DIRECT LABOR \$	\$0	\$2,632	\$3,108	\$2,340	\$912	\$180	\$9,172
OVERHEAD @	178.83%						\$16,402
PROFIT @	11.0%						\$2,813
TOTAL BURDENED LABOR @	3.10						\$28,387
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS @	# PAGES @			#SETS		
Drawings	60				2		\$180
Reports/Specifications		500			2		\$100
TOTAL REPRODUCTION							\$280
POSTAGE/DELIVERY	# PCKGS @	# PCKGS @					
Drawings and Specifications	2	2					\$36
TOTAL POSTAGE/DELIVERY							\$36
TRAVEL	# People	# Days	Airfare @	Car @	Lodging @	Per Diem @	No. of Times
90% Review Meeting	2	2	\$500	\$65	\$125	\$40	1
			\$0	\$130	\$250	\$160	
							\$540
MILEAGE	0	Miles @	\$0.50				\$0
TOTAL ODCs							\$856
Total Proposed Fee for:	Task 3: 90% Design						\$29,243

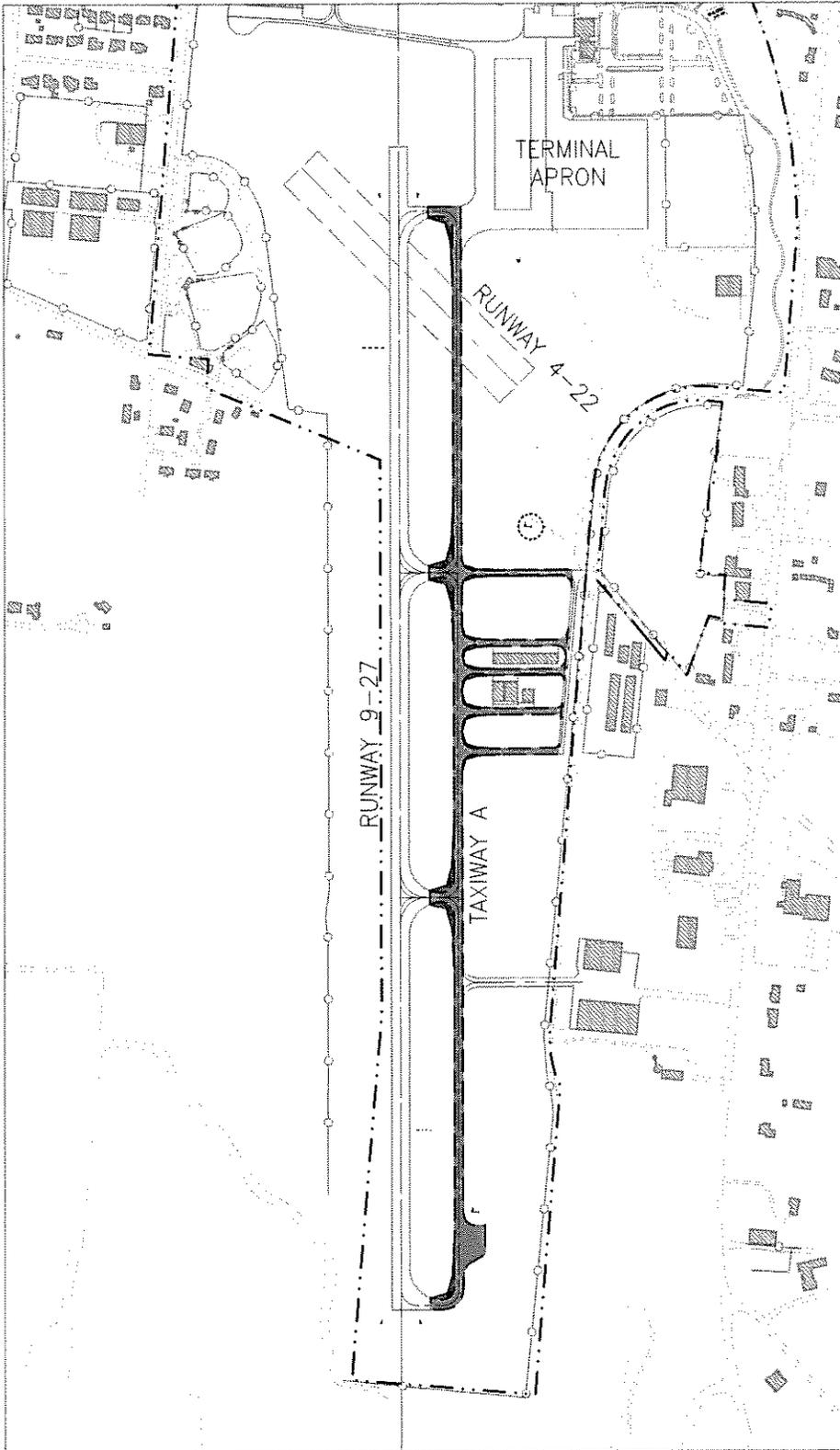
SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADD TECHN	SUPPORT STAFF	TOTAL
Task 4: 100% (Bid Set) Design							
Task 4.1 Incorporate 90% Review Comments		2	4	4	2		12
Task 4.2 Prepare 100% Bid Documents							
Bid Set Plans		4	8	12	8	2	34
Final Contract Documents		2	4			2	8
Final Specifications (FAA)		2	4	4		2	12
Task 4.3 Prepare Final Cost Estimate		2	4	8			14
Task 4.4 100% In-House Q.C. Review		12	4	4			20
Task 4.5 100% Design Submittal							0
TOTAL HOURS		0	24	28	32	10	100
RATE		\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$38.28
TOTAL DIRECT LABOR \$		\$0	\$1,344	\$1,176	\$960	\$240	\$3,828
OVERHEAD @	178.83%						\$6,846
PROFIT @	11.0%						\$1,174
TOTAL BURDENED LABOR @	3.10						\$11,848
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS @	# PAGES @	#SETS				
Drawings	60		2				\$180
Reports/Specifications		500	2				\$100
TOTAL REPRODUCTION							\$280
POSTAGE/DELIVERY	# PCKGS @	# PCKGS @					
Drawings and Specifications	2	2					\$36
TOTAL POSTAGE/DELIVERY							\$36
TRAVEL	# People	# Days	Airfare @	Car @	Lodging @	Per Diem @	No. of Times
Coordination Meeting	2	2	\$0	\$130	\$250	\$160	1
							\$540
MILEAGE	0	Miles @	\$0.50				\$0
TOTAL ODCs							\$556
Total Proposed Fee for:	Task 4: 100% (Bid Set) Design						\$12,704

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MGR	PROJECT ENGINEER	STAFF ENGINEER	CADD TECHN	SUPPORT STAFF	TOTAL
Task 5: Bid/Award Services							
Task 5.1 Pre-Bid Conference			8	8			16
Task 5.2 Addenda			2	4	2	1	10
Task 5.3 Bid Tabulation/Recommendation			2	2	2	1	7
TOTAL HOURS	0	12	14	4	1	2	33
RATE	\$75.00	\$56.00	\$42.00	\$30.00	\$24.00	\$18.00	\$43.64
TOTAL DIRECT LABOR \$	\$0	\$672	\$588	\$120	\$24	\$36	\$1,440
OVERHEAD @	178.83%						\$2,575
PROFIT @	11.0%						\$442
TOTAL BURDENED LABOR @	3.10						\$4,457
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS @	# PAGES @			#SETS		
Drawings	10				2		\$30
Reports/Specifications		100			2		\$20
TOTAL REPRODUCTION							\$50
POSTAGE/DELIVERY	# PCKGS @	# PCKGS @					
Drawings and Specifications	2	2					\$36
TOTAL POSTAGE/DELIVERY							\$36
TRAVEL	# People	# Days	Airtare @ \$500	Car @ \$65	Lodging @ \$125	Per Diem @ \$40	No. of Times
Pre-Bid Conference	2	2	\$0	\$130	\$250	\$160	1
Bid Opening	2	2	\$0	\$130	\$250	\$160	1
							\$1,080
MILEAGE	0	Miles @	\$0.50				\$0
TOTAL ODC's							\$1,166
Total Proposed Fee for:	Task 5: Bid/Award Services						\$5,623
GRAND TOTAL PROPOSED FEE (LUMP SUM) FOR:							\$92,200
Taxiway A Pavement - Design & Bid Services							\$ 77,200
Taxiway A Lighting Rehabilitation - Design & Bid Services							\$ 15,000

ATTACHMENT D

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

CHARLEVOIX MUNICIPAL AIRPORT CAPITAL IMPROVEMENT PROGRAM TAXIWAY A PAVEMENT & LIGHTING REHABILITATION



NORTH



SCALE: 1" = 700'
0 175' 350' 700'

LEGEND



TAXIWAY REHABILITATION

NEW TAXIWAY PAVEMENT



RS&H

ATTACHMENT E
Scope of Work/Services

**ATTACHMENT E
SCOPE OF SERVICES**

TAXIWAY A REHABILITATION

**CITY OF CHARLEVOIX
CHARLEVOIX MUNICIPAL AIRPORT
CHARLEVOIX, MICHIGAN**

I. PROJECT DESCRIPTION

This project consists of design engineering and bid phase services for the Taxiway A Rehabilitation at Charlevoix Municipal Airport, in accordance with FAA and MDOT Office of Aeronautics (AERO) standards. Specific elements of work include:

- NEPA documentation – Documented Categorical Exclusion
- Bituminous pavement analysis – Taxiway A pavement
- Bituminous pavement design – Taxiway A pavement
- Runway A edge lighting and signage upgrade design
- Construction Safety/Phasing Plans and security design.

Construction Administration (CA) and Resident Project Representation (RPR) services will be negotiated at a later date.

II. PROJECT TASKS

TASK 1: INVESTIGATIVE SERVICES

Task 1.1

The Consultant shall coordinate and attend one (1) pre-design meeting with the City of Charlevoix staff in Charlevoix, MI to establish the preliminary design goals and methods. Site visits and investigations shall be as necessary.

Task 1.2

The Consultant shall collect, review, compile, and summarize available data related to the project. The Consultant will review the City of Charlevoix files and records to determine relevant information for the Airport to provide, such as survey data, previous design plans and as-built plans, specifications, and geotechnical investigation reports.

Task 1.3

The Consultant shall perform necessary field survey for the project. All surveying activities will be coordinated with the City of Charlevoix prior to surveying. The Consultant shall coordinate and review specific geometric criteria required for topography of existing pavements, airfield lighting and signage, drainage structures and other utilities.

The survey work shall include the following tasks:

- All survey work shall be performed in the Michigan State Plane coordinate system.
- Survey shall be performed at appropriate intervals within the project area. Spot elevations at appropriate intervals shall be included.

- Accurately locate any inlets, manholes, utilities, edge lights, signs, nav aids, edges of pavement, etc. which are within the project limits and provide top elevations only for each structure. Pipe sizes entering and exiting all structures shall be accurately noted.
- Fillets at all pavement intersections shall be supplemented with sufficient intermediate locations and elevations to provide accurate contouring of the intersections.
- An accurate plan of all facilities within the project limits shall be provided, as well as all appurtenant structures adjacent to or near the limits.
- All pavement grades shall be measured to the nearest hundredth of a foot and ground shots to the nearest tenth of a foot. All foot contours shall be interpolated and shown on the survey drawings and electronic files. The contours shall take into account all faults, break lines, etc.
- Show and site benchmark locations and elevations. Benchmarks shall be set using a closed loop from an established USGS benchmark on the airport. All level runs, benchmark descriptions and USGS benchmark descriptions shall be clearly recorded.

All survey data will be provided to the City of Charlevoix, if requested, in an acceptable format.

Task 1.4

The Consultant shall perform a Geotechnical Investigation and prepare a Geotechnical Report, in accordance with FAA Advisory Circular 150/5320-6E, "Airport Pavement Design and Evaluation". All geotechnical activities are to be coordinated with the City of Charlevoix.

The Geotechnical Investigation shall include the following items:

- Mobilization.
- Up to six (6) borings in the area of existing Taxiway A pavements.
- Two (2) boring shall be to a depth of at least 10 feet.
- Standard boring logs which will include material types, thickness and specifics of any materials present.
- Determination of groundwater table level and the associated seasonal high and/or low groundwater levels.
- Calculation of California Bearing Ratio (CBR) for the subgrade material found.

The Geotechnical Report shall include the following items:

- A description of the site and subsurface conditions, design recommendations, and a discussion of any special considerations (i.e. removal of unsuitable material, re-compaction of weak soils, estimated settlement, groundwater control, etc.).
- Stratified soil boring profiles, laboratory test data sheets, design CBR calculations and graphs, and any other pertinent information.

All geotechnical reports and data will be provided to the City of Charlevoix, if requested, in an acceptable format.

Task 1.5

The Consultant shall prepare National Environmental Policy Act (NEPA) documentation, required for environmental clearance of the project. This includes preparation of a Documented Categorical Exclusion. Consultant shall submit the Documented Categorical Exclusion to the City of Charlevoix for submittal to FAA.

Task 1.6

The Consultant shall conduct a detailed field investigation of Taxiway A pavements to map and quantify pavement distresses, including longitudinal and transverse cracking, block cracking, patch deterioration, raveling, weathering and rutting. This information will be utilized in preparation of the pavement design in subsequent tasks.

TASK 2: 60% DESIGN

Task 2.1

The Consultant shall prepare 60% plans, specifications, opinion of probable construction cost, and Final Engineer's Report. The development of the 90% design documents will be coordinated with City of Charlevoix authorized representative(s).

Task 2.2

The Consultant shall conduct an in-house quality control review of the 60% design plans, specifications, opinion of probable construction cost, and Final Engineer's Report prior to submittal to City of Charlevoix authorized representative(s).

Task 2.3

The Consultant shall submit two (2) sets of the 60% plans, specifications, opinion of probable construction cost, and 60% Engineer's Report to the City of Charlevoix for review, comment, and approval to proceed to 90% design.

Task 2.4

The Consultant shall coordinate and attend one (1) meeting in Charlevoix, MI to review the 60% design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. City of Charlevoix authorized representative(s) will provide any additional written comments to the Consultant within two weeks of the design review meeting.

TASK 3: 90% DESIGN

Task 3.1

The Consultant shall review all comments received from City of Charlevoix authorized representative(s) from 60% design submittal review and incorporate applicable comments into the plans, specifications, opinion of probable construction cost, and Engineer's Report.

Task 3.2

The Consultant shall prepare 90% plans, specifications, opinion of probable construction cost, and Final Engineer's Report. The development of the 90% design documents will be coordinated with City of Charlevoix authorized representative(s).

Task 3.3

The Consultant shall prepare Construction Safety/Phasing Plans, FAA Form 7460-1 and other appropriate documentation for FAA airspace review for the project, and submit to the City of Charlevoix for submittal to the FAA for review and comment.

Task 3.4

The Consultant shall conduct an in-house quality control review of the 90% design plans, specifications, opinion of probable construction cost, and Final Engineer's Report prior to submittal to City of Charlevoix authorized representative(s).

Task 3.5

The Consultant shall submit two (2) sets of the 90% plans, specifications, opinion of probable construction cost, and Final Engineer's Report to the City of Charlevoix for review, comment, and approval to proceed to Bid Set design.

Task 3.6

The Consultant shall coordinate and attend one (1) meeting in Charlevoix, MI to review the 90% design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. City of Charlevoix authorized representative(s) will provide any additional written comments to the Consultant within two weeks of the design review meeting.

Task 3.7

The Consultant shall submit the 90% plans, specifications, and opinion of probable construction cost to the FAA for review and comment.

TASK 4: 100% (BID SET) DESIGN

Task 4.1

The Consultant shall review all comments received from City of Charlevoix authorized representative(s) from 90% design submittal review and incorporate applicable comments into the plans, specifications, and opinion of probable construction cost.

Task 4.2

The Consultant shall prepare Bid Set plans and technical specifications in accordance with FAA and AERO standards. Specifications shall be based on a unit price total cost construction contract. Front-end specification requirements and format shall include, but not be limited to, the advertisement to bid, legal requirements, proposal, contract, bond forms, general provisions, labor rates, minority participation requirements, special conditions, insurance requirements, and any other pertinent and or required information.

Task 4.3

The Consultant shall prepare final opinion of probable construction costs. The opinion of probable construction cost is made on the basis of the experience, qualifications, and best judgment of a professional consultant familiar with the construction industry. However, the Consultant has no control over the cost of labor and materials, general contractor's or subcontractor's method of determining prices, or competitive bidding and market conditions. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.

Task 4.4

The Consultant shall conduct an in-house quality control review of the Bid Set design plans, specifications, and opinion of probable construction cost, and related documentation prior to each submittal to the City of Charlevoix.

Task 4.5

The Consultant shall submit to the City of Charlevoix all required documentation for CVX's use in bidding the project, including bidding documents, plans, specifications, and engineer's opinion of probable construction cost.

TASK 5: BID/AWARD SERVICES

Task 5.1

The Consultant shall attend a pre-bid conference at the Airport, receive comments, record the minutes of the conference and distribute to City of Charlevoix authorized representative(s) and prospective contractors.

Task 5.2

The Consultant shall issue to the City of Charlevoix all required information to revise plans, specifications and other contract documents prepared by the Consultant in order to (1) provide clarifications, (2) correct discrepancies, or (3) answer bidder questions.

Task 5.3

The Consultant review contractor bids for errors and improprieties, tabulate submitted bids, and provide the City of Charlevoix with a recommendation for award of construction contract.

III. PRESENTATIONS AND/OR MEETINGS

The Consultant will prepare for and attend the following meetings:

- 1) Project Pre-design or Kick-off Meeting
- 3) Project 60% Design Review Meeting
- 4) Project 90% Design Review Meeting
- 5) Pre-Bid Conference at Airport
- 6) Required meetings with tenants

IV. DELIVERABLES

The Consultant will provide the following deliverables:

- 1) 2 Sets of 60% Plans, Specifications, Cost Estimate, and Engineer's Report
- 2) 2 Sets of 90% Plans, Specifications, Cost Estimate, and Engineer's Report
- 3) 2 Sets of 100% (Bid Set) Plans, Supplemental Specifications and Cost Estimate
- 4) 8 sets of safety & phasing plans, 7460-1 Forms, and other documentation as necessary for FAA airspace and safety/phasing reviews
- 5) Bid tabulation and recommendation for award of construction contract

V. SCHEDULE

Project Pre-Design or Kick-Off Meeting	August 2016
Project 60% Design Review Meeting	December 2016
Project 90% Design Review Meeting	February 2017
Bid Set Available to Contractors	April 2017
Pre-Bid Conference	April 2017
Bid Opening	May 2017

Attachment F

PROFESSIONAL SERVICES CONTRACTS

ACCESS TO RECORDS AND REPORTS 2 CFR § 200.333 / 2 CFR § 200.336 / FAA Order 5100.38

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

GENERAL CIVIL RIGHTS PROVISIONS 49 USC § 47123

SPONSOR CONTRACTS

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

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

SPONSOR LEASE AGREEMENTS AND TRANSFER AGREEMENTS

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

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

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

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

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

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

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**TITLE VI - LIST OF PERTINENT NONDISCRIMINATION ACTS AND
AUTHORITIES
49 USC § 47123 / FAA ORDER 1400.11**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

**DISADVANTAGED BUSINESS ENTERPRISES
49 CFR PART 26**

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

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

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

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

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

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

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

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

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

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
20 CFR PART 1910**

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

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

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

TRADE RESTRICTION CERTIFICATION
49 USC 50104 / 49 CFR PART 30

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE 49 USC 47112(c)

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

SEISMIC SAFETY 49 CFR PART 41

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

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

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

For contracts exceeding \$3,500.

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

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

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

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

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

Timetables

Goals for female participation in each trade:

6.9%

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

Geographical Area (By Counties) Goals (Percent)

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

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

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

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

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

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

1. As used in these specifications:

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

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

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

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a

Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

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

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

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

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

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PROHIBITION of SEGREGATED FACILITIES
41 CFR 60

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

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

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

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

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

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

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

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

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

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

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

FOR CONVENIENCE

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

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

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

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

TERMINATION FOR DEFAULT

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

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

- a. Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports,

maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

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

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

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

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

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

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

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

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

For contracts of \$25,000 or greater:

BIDDER OR OFFEROR CERTIFICATION

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

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

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

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

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

For contracts exceeding \$100,000.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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

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

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

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

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

Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

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

PRIME CONSULTANT: CHECK IF PRIME IS MDOT-DBE CERTIFIED AUTHORIZATION NO. CONTRACT NO.

BILLING PERIOD: Check if Final Payment 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

AIP Grant Application
Charlevoix Municipal Airport
Runway 9-27 Friction Improvement (Construction)

Pre-Construction Photographs



Figure 1 Longitudinal Cracking on Runway 9-27



Figure 2: Transverse Cracking on Runway 9-27



Figure 3 Longitudinal Cracking on Runway 9-27



Figure 4: Transverse crack on Runway 9-27

**CITY OF CHARLEVOIX
RESOLUTION NO. 2016-06-XX
EXECUTION OF GRANT APPLICATION
(Federal Project No. 3-26-0017-1915/2016)**

WHEREAS, the City is submitting a grant application to the Federal Aviation Administration (FAA) for the Runway 9-27 Friction Improvement Construction Contract, Amendment No. 1 (CA/RPR) to the Professional Services Contract for Runway 9-27 Friction Improvement and the Professional Services Contract for the Design Taxiway A Rehabilitation; and

WHEREAS, the FAA and MDOT will provide the City with a grant application agreement; and

WHEREAS, the grant agreement will be in the amount of one million three hundred sixty-eight thousand eight hundred thirty-one dollars and twenty-four cents (\$1,368,831.24) with the grant agreement funding breakdown of 90% Federal, 5% State (MDOT) and 5% Local match; and

WHEREAS, the City of Charlevoix Local share of the grant will be sixty-eight thousand four hundred forty-one dollars and fifty-six cents (\$68,441.56).

NOW THEREFORE BE IT RESOLVED, that the City of Charlevoix City Council hereby authorizes the City Manager to execute the FAA and MDOT grant application and grant agreement after review by City Staff and the City Attorney.

RESOLVED this 6th day of June, 2016 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas:

Nays:

Absent:

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Dale Boss Request

DATE: June 6, 2016

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: None

BACKGROUND INFORMATION:

As you know, Dale Boss passed away last week. From leading the effort for Keep Charlevoix Beautiful to his annual Christmas display for kids, he was a true servant for Charlevoix.

His final wishes included a request for a community celebration rather than a funeral. His family has requested we consider permitting a classic car cruise and public gathering in the park at its conclusion. The family has requested East Park but due to family travel, it would need to be done on Friday, July 1.

We are able to apply for the necessary MDOT permits. Costs would be relatively minor for our Staff to conduct traffic control functions. It is worth considering how this may set a precedent for other events in the future.

RECOMMENDATION:

Motion to authorize city staff to make all necessary arrangements.