

## MINUTES

Monday, March 11, 2013  
10:00 A.M.

Manistee County Blacker Airport  
Conference Room

Members Present: Paul Schulert, Chairperson; Ross Spencer, Vice-Chairperson; Thom Smith; Brook Shafer; Mark Bergstrom; and Alan Marshall

Members Absent: Dale Picardat

Others Present: Barry Lind, Airport Manager; George Saylor, Airport Legal Counsel; Julie Schmeling, Administrative Secretary; and Meg LeDuc, Manistee News Advocate

Paul Schulert, Chairperson, called the meeting to order at 10:00 A.M. Roll was taken by the Secretary.

One addition was made to the agenda, which was under "New Business" regarding a credit card for Airport Director to use.

**There was a motion by Mr. Spencer, supported by Mr. Shafer to approve the meeting agenda with the addition of Credit Card for Airport Director. Motion carried by unanimous vote.**

There was no public comment.

The Chairman confirmed that each member had received a copy and had an opportunity to review the minutes from the regular meeting of the Airport Authority held on Monday, February 11, 2013.

**There was a motion by Mr. Shafer, supported by Mr. Smith to approve the Airport Authority regular meeting minutes of Monday, February 11, 2013, as presented. Motion carried by unanimous vote.**

The Chairman confirmed that each member had received a copy and had an opportunity to review the minutes from the special meeting that was held on March 1, 2013 with the Promotions Committee in reference to hiring an advertising firm.

**There was a motion by Mr. Bergstrom, supported by Mr. Smith to approve the Airport Authority special meeting minutes of Friday, March 1, 2013, as presented. Motion carried by unanimous vote.**

The Authority next reviewed the February 2013 Accounts Payable Reports (APPENDIX A).

Mr. Lind explained that the advertising amount on the report closes out the MS Creative billing. He said that it may not be the final bill at this point, but it does include any major billing items. Discussion continued on some of the items.

**There was a motion by Mr. Shafer, supported by Mr. Smith to approve the February 2013 Accounts Payable Report and authorize payment of the outstanding invoices totalling \$40,541.70.**

**A roll call vote was taken:**

**Yeas: 6 (Smith, Shafer, Bergstrom, Marshall, Schulert, Spencer)**

**Nays: 0**

**Absent: 1 (Picardat)**

The Authority next reviewed the February 2013 Financial Statement (APPENDIX B) which includes a Balance Sheet, a Statement of Revenue and Expenses, and a running account of the Passenger Facility Charges collected.

**There was a motion by Mr. Spencer, supported by Mr. Bergstrom to approve the February 2013 Financial Statement. Motion carried by unanimous vote.**

The Orchard Beach Aviation rent information was also provided (APPENDIX C).

The Budget Committee had no report at this meeting.

Mr. Spencer reported that the Promotions Committee had banners at Crystal Mountain on the slopes during the Nastar Races. For the banners to be flown to advertise the airlines, they traded tickets with them. The tickets have recently been advertised by Crystal Mountain in an email with a promotion to buy ski tickets for next ski season and be entered into a drawing for the free round trip airfare from Manistee to Chicago.

Mr. Lind reported that there were no airport incidents. Mr. Lind presented a report on airfares which compares flights from Manistee, Traverse City, Grand Rapids and Muskegon for travel in April 2013 (APPENDIX D). Mr. Lind also presented information on passenger numbers for February 2013 as well as the previous five years (APPENDIX E). February 3, 2013 was the first canceled flight, and there were two flights canceled that day due to a weather/mechanical issue. Tickets are now on sale through July. There will be no flights on Sunday during Memorial Day weekend. There will be two flights on Memorial Day (Monday). Starting June 1 the morning flights will be at 8:15 instead of 8:30, which will better align with the flights in other airports. Flights are averaging 11 seats per aircraft and those numbers are expected to go up in the summer.

Marketing Update. Nobody took advantage of the most recent Facebook posting for the last minute \$50 round trip flight to Chicago. The billboard in Ludington is in the second month and will go through mid-April. With new advertising firm they will re-evalutate newspaper advertising. RIGHTside will be full time with Airport in the next 3-4 weeks as they are finishing up other projects first. The plan is to first look at the available budget and then go

into a detailed schedule.

Mr. Lind reported that they are in the process of switching internet carriers. The new provider will be MiSpot and will cost \$80/month. The electrical situation has been fixed so the electricity can now be monitored and the feature of the electrical panel that gives the history of usage is now working. The report shows that there is a peak during the hours of 12:30 AM and 1:51 AM. They will now try to track down what is using the electricity during those times.

Under the Old Business was discussion on Bylaws followup. Mr. Saylor said that he started with this but did not finish and recommended putting it off until next month's meeting. He planned to have information for the Board to look at, discuss and vote on, but did not have it ready at this meeting.

**There was a motion by Mr. Spencer, supported by Mr. Bergstrom to defer voting on the bylaws until next month's meeting when Mr. Saylor has documentation prepared. Motion carried by unanimous vote.**

RIGHTside Design is the new advertising firm. The contract that was sent for approval was not ready to be approved so a new contract will be sent out by RIGHTside with changes made. March 1, 2013 will be the start date on the contract.

**There was a motion by Mr. Shafer, supported by Mr. Smith to abate the decision on the contract at this time and wait until April meeting to approve the contract. Motion carried by unanimous vote.**

The Airport Hangar Rental Agreement was discussed (APPENDIX F). This is an agreement for people that are renting hangars at the airport. Changes that were made were the last sentence was added in paragraph one "upon 30 days written notice or one month". Also paragraph #5 should be changed to plural "airplanes".

**There was a motion by Mr. Shafer, supported by Mr. Bergstrom to accept the Airport Hangar Agreement with the said changes.**

**A roll call was taken:**

**Yeas: 6 (Marshall, Spencer, Smith, Bergstrom, Shafer, Schulert)**

**Nays: 0**

**Absent: 1 (Marshall)**

Open Meetings Act was next discussion. Mr. Saylor, Tom Kaminski and Ford Stone have had discussion since the last meeting and Mr. Saylor reported that the ultimate conclusion was that they shared the same opinions on the topic. The Open Meetings Act states that prior to a meeting of a public body it needs to be posted to the public. The Airport Authority is a public body so all meetings need to be posted. On the public notice the area to be discussed should also be included on the posting. If the Board delegates a Committee, those meetings need to be posted. The meeting notices need to be posted 18 hours prior to

the start of the meeting. Discussion continued regarding having committee meetings, board members be present and making sure all meetings are posted. Also discussed was committee meetings and quorums, and the authority that each of these groups would have. Mr. Shafer asked that thought be put into the process and bring it back to the next meeting.

New Business. Mr. Lind handed out four documents (APPENDIX G). Two were contracts and two were approvals from the State regarding engineering services with Prein & Newhof. One contract was for building expansion and the other was for equipment. Mr. Lind said that the FAA and Federal Government have not released funds yet for the projects this year. If they proceed now the costs would be paid by the Airport Authority and then would be reimbursed at 95% when the money is approved. Projected costs for the equipment are \$520,000 and the building projected cost is \$385,000.

**There was a motion by Mr. Shafer, supported by Mr. Smith to continue with project engineering aspects.**

**A roll call was taken:**

**Yeas: 3 (Smith, Shafer, Schulert)**

**Nays: 3 (Spencer, Bergstrom, Marshall)**

**Absent: 1 (Picardat)**

Mr. Spencer discussed the issue of getting an Airport Authority credit card for Mr. Lind to use when making purchases. He is currently using his personal card and getting reimbursed for any charges incurred for Airport purposes.

**There was a motion by Mr. Bergstrom, supported by Mr. Marshall to obtain a credit card for the Airport.**

**A roll call was taken:**

**Yeas: 6 (Smith, Shafer, Schulert, Spencer, Marshall, Bergstrom)**

Mr. Lind and Mr. Spencer will work together to apply and obtain a credit card.

With there being no further business to come before the Authority, the meeting was adjourned at approximately 12:02 P.M.

Respectfully submitted,

  
Julie Schmeling, Administrative Secretary

Appendix A

**MANISTEE COUNTY BLACKER AIRPORT**

**FEBRUARY 2013 ACCOUNTS PAYABLE**

<b>CHECK #</b>	<b>VENDOR NAME</b>	<b>AMOUNT</b>
	BARRY LIND	\$ 3,400.00
	CONSUMERS ENERGY	\$ 2,374.08
	A T & T	\$ 59.83
	MICHCON (DTE ENERGY)	\$ 1,208.27
	GOCKERMAN, WILSON, SAYLOR	\$ 747.50
	NAPA AUTO PARTS	\$ 704.03
	ACE HARDWARE	\$ 400.52
	FASTENAL	\$ 16.35
	DIRECT TV	\$ 45.99
	PIPER MCCREDIE AGENCY	\$ -
	BLARNEY CASTLE	\$ 3,162.99
	FISCHER CORPORATION	\$ 26.54
	WAHR HARDWARE	\$ -
	MANISTEE TIRE	\$ 215.55
	INDUSRTIAL MARKETING	\$ 380.50
	PRIMARY AIRPORT SERVICES	\$ 200.70
	LAMAR COMPANIES	\$ 600.00
	PUBLIC CHARTERS, INC	\$ -
	<b>TOTAL</b>	<b>\$ 13,542.85</b>
	<b>ADVERTISING INVOICES</b>	
	MS CREATIVE SERVICES	\$ 5,619.06
	CRYSTAL ENTERPRISES, INC.	\$ 500.00
	ORCHARD BEACH AVIATION	\$ 535.54
	<b>TOTAL</b>	<b>\$ 6,654.60</b>
	<b>ORCHARD BEACH AVIATION</b>	<b>\$ 20,344.25</b>
	REGULAR HOURS 252 @ 16.50	4,158.00
	MAINTENANCE HOURS 232.5 @ 16.50	3,836.25
	PART 139 LABOR	12,200.00
	INTERNET	150.00
	<b>GRAND TOTAL</b>	<b>\$ 40,541.70</b>

# MANISTEE COUNTY BLACKER AIRPORT

FEBRUARY 2013 REVENUE & EXPENSES			BUDGET REMAINING		58%
INCOME:	CURRENT MONTH	YEAR-TO DATE	ANNUAL BUDGET	BALANCE \$	%
FEDERAL GRANT - AEAS	\$ 125,679.00	\$ 514,467.00	\$ 2,009,960.00	\$ 1,495,493.00	74%
HANGER RENTAL	\$ 1,525.00	\$ 7,625.00	\$ 28,600.00	\$ 20,975.00	73%
LANDING FEES - PUBLIC CHARTERS	\$ 17,594.89	\$ 87,974.45	\$ 210,000.00	\$ 122,025.55	58%
LANDING FEES - GENERAL AVIATION	\$ -	\$ 126.00	\$ 1,250.00	\$ 1,124.00	90%
AUTO RENTAL SPACE	\$ -	\$ 2,712.64	\$ 5,000.00	\$ 2,287.36	46%
OFFICE RENT	\$ 955.00	\$ 4,775.00	\$ 12,600.00	\$ 7,825.00	62%
COUNTY OF MANISTEE	\$ 9,583.00	\$ 47,915.00	\$ 115,000.00	\$ 67,085.00	58%
CONTRIBUTIONS-MARKETING	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	100%
PASSENGER FACILITY CHARGES	\$ -	\$ 2,196.00	\$ 25,000.00	\$ 22,804.00	91%
FUEL SALES	\$ 685.14	\$ 3,576.43	\$ 10,000.00	\$ 6,423.57	64%
SIGN LEASE	\$ -	\$ -	\$ 3,800.00	\$ 3,800.00	100%
MISCELLANEOUS	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	100%
<b>TOTAL INCOME</b>	<b>\$ 156,022.03</b>	<b>\$ 671,367.52</b>	<b>\$ 2,447,210.00</b>	<b>\$ 1,775,842.48</b>	<b>73%</b>
<b>EXPENSES:</b>					
AEAS CONTRACT-PUBLIC CHARTERS	\$ 125,679.00	\$ 514,467.00	\$ 2,009,960.00	\$ 1,495,493.00	74%
PERSONNEL - MANAGEMENT	\$ 3,400.00	\$ 17,000.00	\$ 41,000.00	\$ 24,000.00	59%
PERSONNEL - OPERATIONS & MAINTENANCE	\$ 20,194.25	\$ 94,829.75	\$ 240,000.00	\$ 145,170.25	60%
DUES & FEES	\$ -	\$ 345.00	\$ 800.00	\$ 455.00	57%
SUPPLIES	\$ 16.35	\$ 587.75	\$ 3,000.00	\$ 2,412.25	80%
UTILITIES	\$ 3,778.34	\$ 14,817.08	\$ 32,000.00	\$ 17,182.92	54%
FUEL	\$ 3,162.99	\$ 7,317.01	\$ 9,000.00	\$ 1,682.99	19%
REPAIRS & MAINTENANCE	\$ 1,727.14	\$ 3,490.97	\$ 15,000.00	\$ 11,509.03	77%
CONTRACTED SERVICES	\$ 200.70	\$ 502.05	\$ 1,700.00	\$ 1,197.95	70%
LEGAL	\$ 747.50	\$ 3,898.50	\$ 4,000.00	\$ 101.50	3%
AUDIT	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	100%
ADVERTISING	\$ 7,254.60	\$ 18,827.63	\$ 34,000.00	\$ 15,172.37	0%
TELEPHONE	\$ 59.83	\$ 293.37	\$ 300.00	\$ 6.63	2%
INSURANCE	\$ -	\$ 20,799.87	\$ 21,000.00	\$ 200.13	1%
TRAINING (FIRE FIGHTER)	\$ -	\$ -	\$ -	\$ -	0%
EQUIPMENT	\$ -	\$ -	\$ 4,450.00	\$ 4,450.00	0%
BOOKKEEPING	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	100%
PFC EXPENSES	\$ -	\$ 4,363.00	\$ 25,000.00	\$ 20,637.00	100%
MISCELLANEOUS	\$ -	\$ 732.69	\$ 1,000.00	\$ 267.31	27%
	<b>\$ 166,220.70</b>	<b>\$ 702,271.67</b>	<b>\$ 2,447,210.00</b>	<b>\$ 1,744,938.33</b>	<b>71%</b>
<b>EXCESS REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>\$ (10,198.67)</b>		<b>\$ (30,904.15)</b>		
<b>BALANCE ON HAND - AIRPORT FUND</b>					
BEGINNING BALANCE 02/01/2013	\$ 354,108.22				
FEBRUARY RECEIPTS	\$ 139,326.80				
JANUARY DISBURSEMENTS	<u>\$ (440,261.15)</u>				
	<u>\$ 53,173.87</u>				

Appendix B.

# MANISTEE COUNTY BLACKER AIRPORT

## FEBRUARY 2013 2012 BALANCE SHEET

<b>ASSETS</b>	<b>2/28/2013</b>	<b>1/31/2013</b>
CASH	\$ 53,173.87	\$ 354,108.22
CASH - PFC ACCOUNT	\$ 78,409.11	\$ 78,409.11
ACCOUNTS RECEIVABLE		
PUBLIC CHARTERS	\$ 87,974.45	\$ 70,379.56
AUTO RENTAL	\$ -	\$ -
MISC.	\$ 1,225.14	\$ 2,124.80
<b>TOTAL ASSETS</b>	<b>\$ 220,782.57</b>	<b>\$ 505,021.69</b>

<b>LIABILITIES</b>	<b>2/28/2013</b>	<b>1/31/2013</b>
ACCOUNTS PAYABLE - TRADE	\$ 166,220.70	\$ 440,261.15
ACCOUNTS PAYABLE - COUNTY	\$ -	\$ -
PREPAID HANGER RENT	\$ -	\$ -
<b>TOTAL LIABILITIES</b>	<b>\$ 166,220.70</b>	<b>\$ 440,261.15</b>

<b>FUND BALANCE</b>	<b>\$ 54,561.87</b>	<b>\$ 64,760.54</b>
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<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ 220,782.57</b>	<b>\$ 505,021.69</b>
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	\$ 10,198.67
<b>PASSENGER FACILITY CHARGES COLLECTED THROUGH 01/31/2013</b>	<b>\$ 90,531.43</b>
STATE OF MICHIGAN (PARKING LOT & T-HANGERS)	\$ (7,625.00)
CONSUMERS ENERGY	\$ (313.50)
STATE OF MICHIGAN (PARKING LOT & T-HANGERS)	\$ 313.50
TRANSFER OF PUBLIC IMPROVEMENT FUNDS	\$ 683.39
MANISTEE COUNTY ROAD COMMISSION	\$ (817.71)
STATE OF MICHIGAN (RAMP AREAS)	\$ (4,363.00)
<b>PFC FUNDS AVAILABLE</b>	<b>\$ 78,409.11</b>

<b>PUBLIC IMPROVEMENT FUND - CASH AVAILABLE AS OF 01/31/2013</b>	<b>\$ -</b>
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### AUTO RENTAL REVENUE BY COMPANY THROUGH 01/31/2013

ENTERPRISE CAR RENTALS	\$ -
MOWERY LEASING & RENTAL	\$ 2,712.64
GWK AGENCY	\$ -
<b>TOTAL</b>	<b>\$ 2,712.64</b>

**ORCHARD BEACH AVIATION****February 2013****RENT**

OFFICE	\$340.00	
HANGER	\$200.00	
FUEL	\$315.42	
DIESEL FUEL	\$369.72	
LANDING FEES		
TWIN	\$0.00	(0 @ \$9)
JET	\$0.00	(0 @ \$18)
TOTAL	\$1225.14	

100	396.1 Gal
JET	2085.2 Gal
TOTAL	2481.3 Gal

General	670.1 Gal @ .15 = 100.52
PublicCharters	1000 Gal @ .15 = 150.00
PublicCharters	811.2 Gal @ .08 = 64.90
PublicCharters	0.0 Gal @ .02 = 0.00

DIESEL	94.8 Gal
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# Airport Managers Report 3/11/13

Appendix D

- Airport Incidents – None
- Air Fares (Appendix A)
- Passenger Counts (Appendix B)

# Airport Managers Report 3/11/13

- Airport Construction Projects
  - 2013 Planned Projects
    - SRE Building Expansion
    - Sand Storage Building
    - Sand Bucket Loader
    - SRE Sweeper
    - Pavement Crack Sealing
    - Pavement Remarking
  - Engineering/Design Contracts for Prein&Newhof

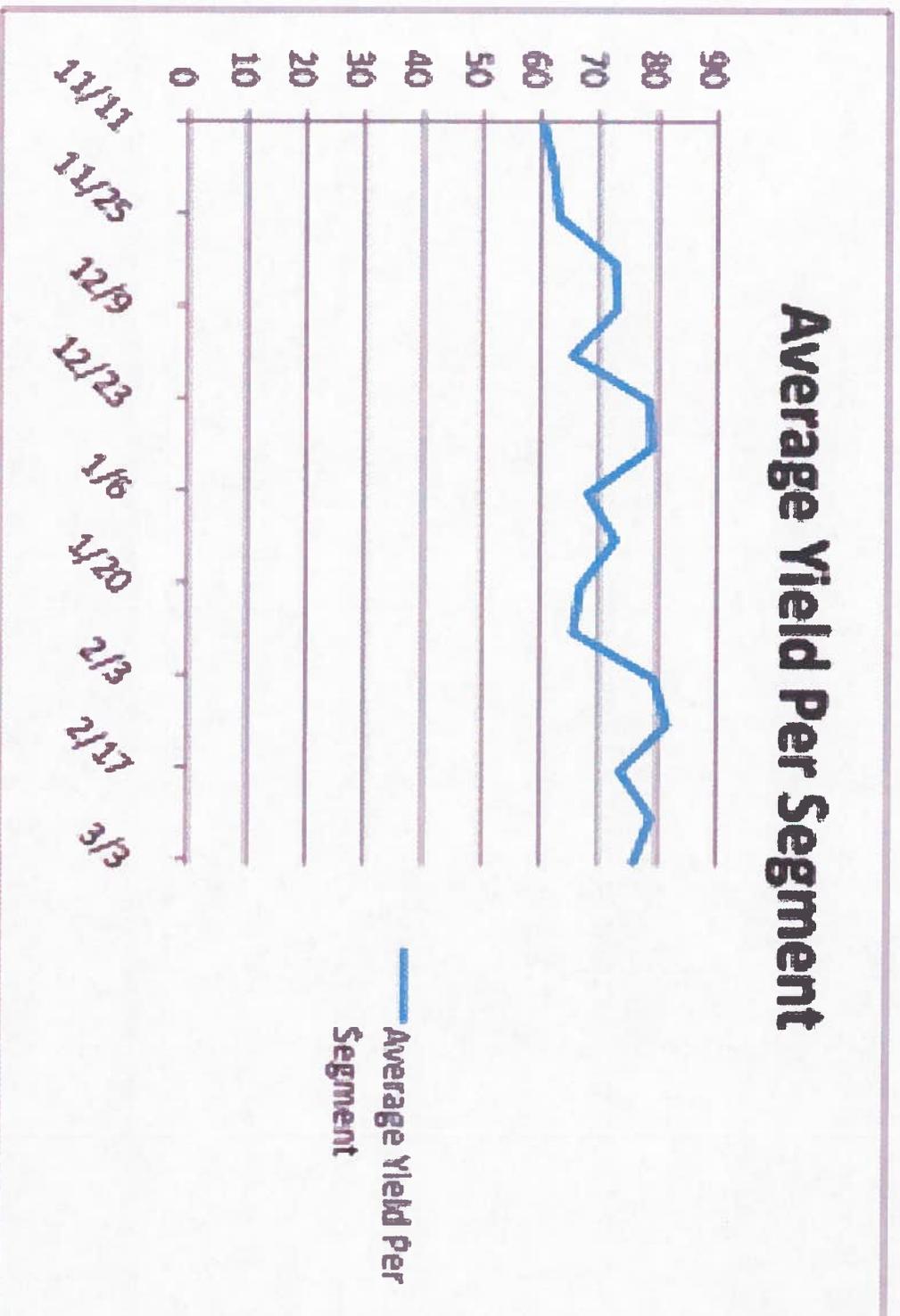
# Air Service Update 3/11/13

- Corporate Flight Management Service continues to be good
  - First Flight Cancellations 2/3 (Weather/Mechanical issue)
  - Overall reliability is very good
  - Weather impacted on-time performance a bit

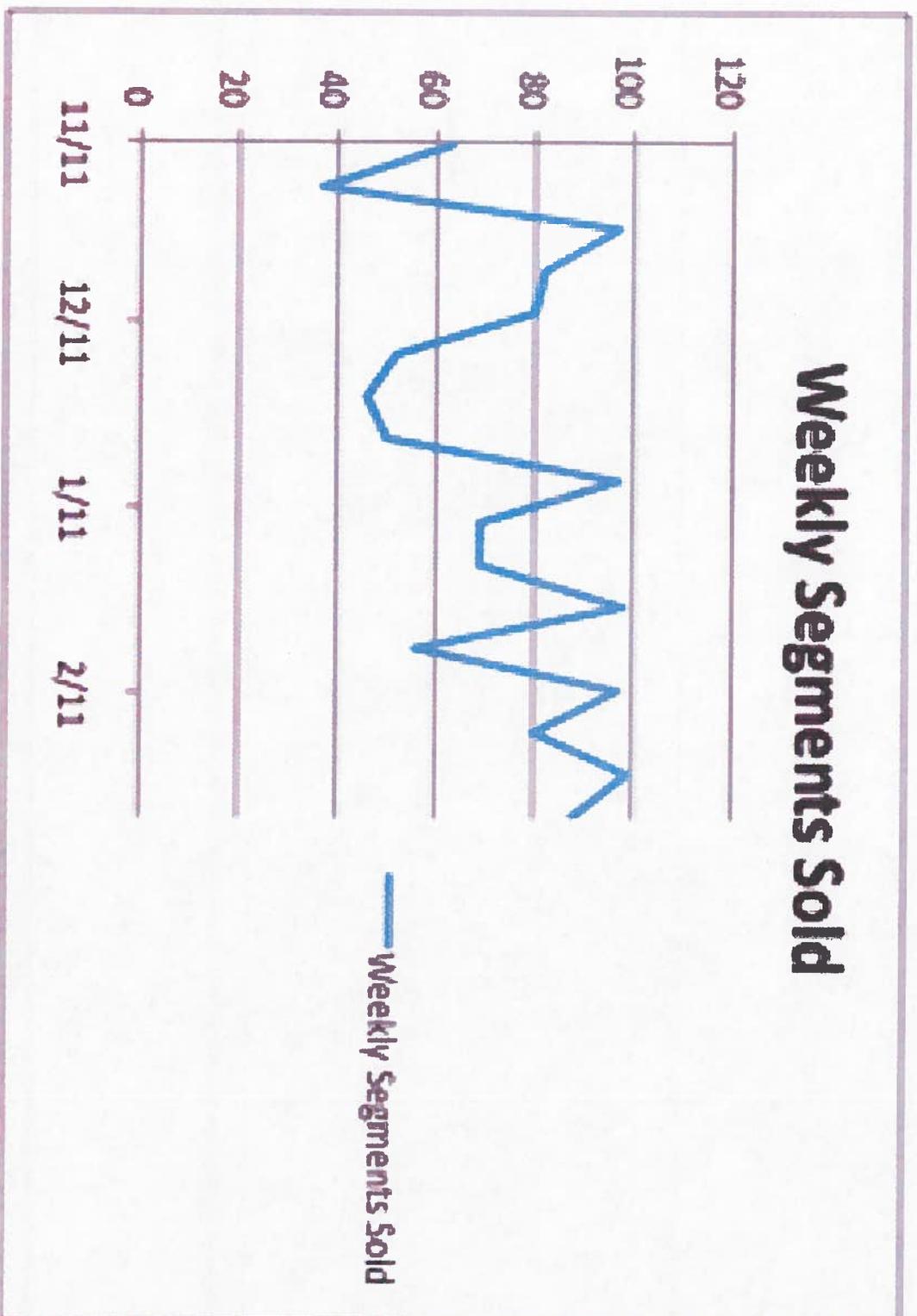
# Air Service Update 3/11/13

- Tickets now on sale through July
- Still only 4 days/week
- Path to daily service and 30 seat aircraft for summer is unclear

# Air Service Update 3/11/13



# Air Service Update 3/11/13



# Marketing Update 3/11/13

- Marketing
  - Facebook Promotion this past Weekend 3/10-3/11 (\$50 RT Last Minute Fares)
  - Cable TV spot is running (through 5/5/13)
  - Google Adwords are running (ongoing)
  - Billboard in Ludington (through 4/18/13)
  - On Hill advertising at Crystal Mountain

# Marketing Update 3/11/13

- Planning for year with RightSide Design is underway
- RightSide Design is now fully engaged on Airport

## April Travel as of 03/09/13

### Best Fares

	MBL	TVC	GRR	MKG
Atlanta (ATL)	<b>318</b> DL	384 DL	342 FL	362 UA
Boston (BOS)	333 WN	414 DL	<b>284</b> UA	372 UA
Chicago (MDW or ORD)	<b>120</b> P1	289 UA	332 UA	164 UA
Dallas (DFW)	372 WN	380 DL	<b>330</b> F9	446 UA
Denver (DEN)	287 WN	451 AA	<b>198</b> F9	368 UA
Houston (HOU)	<b>321</b> DL	422 UA	327 UA	343 UA
Kansas City (MCI)	320 WN	326 DL	<b>276</b> UA	348 UA
Las Vegas (LAS)	474 WN	547 AA	<b>380</b> DL	495 UA
Los Angeles (LAX)	413 WN	464 AA	<b>340</b> AA	402 UA
Minneapolis (MSP)	<b>278</b> WN	446 UA	440 UA	322 UA
New York Area (NYC)	346 WN	362 DL	<b>300</b> DL	314 UA
Orlando (MCO)	346 FL	418 AA	<b>222</b> DL	390 UA
Philadelphia (PHL)	<b>376</b> WN	484 DL	434 UA	420 UA
Phoenix (PHX)	407 WN	384 AA	<b>304</b> DL	440 UA
Portland (PDX)	448 WN	572 UA	<b>364</b> DL	542 UA
San Diego (SAN)	471 WN	568 AA	<b>431</b> F9	464 UA
San Francisco (SFO)	472 DL	464 AA	<b>330</b> DL	450 UA
Seattle (SEA)	457 WN	554 AA	<b>330</b> DL	490 UA
St Louis (STL)	300 DL	386 AA	<b>160</b> UA	332 UA
Washington DC Area (WAS)	360 DL	330 DL	<b>160</b> FL	382 UA

Average Fare	\$360.95	\$432.25	\$314.20	\$392.30
Change from last month	-\$54.45	-\$8.85	-\$41.15	-\$25.05
Change from two months ago	\$22.10	\$7.25	-\$65.25	\$26.35
Fares Pulled 03/09/13 for travel 04/11/13 - 04/18/13				

### Best Fares +7 days parking

	MBL	TVC	GRR	MKG
Atlanta (ATL)	<b>318</b> DL	424 DL	396 FL	390 UA
Boston (BOS)	<b>333</b> WN	454 DL	338 UA	400 UA
Chicago (MDW or ORD)	<b>120</b> P1	329 UA	386 UA	192 UA
Dallas (DFW)	<b>372</b> WN	420 DL	384 F9	474 UA
Denver (DEN)	287 WN	491 AA	<b>252</b> F9	396 UA
Houston (HOU)	<b>321</b> DL	462 UA	381 UA	371 UA
Kansas City (MCI)	<b>320</b> WN	366 DL	330 UA	376 UA
Las Vegas (LAS)	474 WN	587 AA	<b>434</b> DL	523 UA
Los Angeles (LAX)	413 WN	504 AA	<b>394</b> AA	430 UA
Minneapolis (MSP)	<b>278</b> WN	486 UA	494 UA	350 UA
New York Area (NYC)	346 WN	402 DL	354 DL	<b>342</b> UA
Orlando (MCO)	346 FL	458 AA	<b>276</b> DL	418 UA
Philadelphia (PHL)	<b>376</b> WN	524 DL	488 UA	448 UA
Phoenix (PHX)	407 WN	424 AA	<b>358</b> DL	468 UA
Portland (PDX)	<b>448</b> WN	612 UA	418 DL	570 UA
San Diego (SAN)	<b>471</b> WN	608 AA	485 F9	492 UA
San Francisco (SFO)	472 DL	504 AA	<b>384</b> DL	478 UA
Seattle (SEA)	457 WN	594 AA	<b>384</b> DL	518 UA
St Louis (STL)	300 DL	426 AA	<b>214</b> UA	360 UA
Washington DC Area (WAS)	360 DL	370 DL	<b>214</b> FL	410 UA

Average Fare	\$360.95	\$472.25	\$368.20	\$420.30
Change from last month	-\$54.45	-\$8.85	-\$41.15	-\$25.05
Change from two months ago	\$22.10	\$7.25	-\$65.25	\$26.35

Parking Fees for one week are \$0 at Manistee, \$40 at Traverse City, \$54 at Grand Rapids, \$28 at Muskegon

Manistee County Blacker Airport

		Enplaned/Deplaned				2010		2011		2012		2013	
		Total	Out/In	Total	GL	Out/In	GL	Total	Out/In	Total	Out/In	Total	Out/In
Jan	MW	403	138/106	244	GL	212/145	357	370	F9	523/366	889	134/126	260
Feb		413	112/93	205		196/150	346	396		462/431	893	128/120	248
Mar		413	149/139	288		216/231	447	440		112/176	288		
Apr		56	119/140	259		272/255	527	1193		0/0	0		
May		0	184/180	364		263/302	565	2979	P1	71/58	129		
Jun	GL	207	166/213	379		311/366	677	2548		234/250	484		
Jul		579	388/439	827		521/551	1072	3163		465/467	932		
Aug		593	429/359	788		482/395	877	3400		497/500	997		
Sep		409	285/293	578		240/233	473	2566		362/297	659		
Oct		347	282/275	557		270/246	516	2028		150/149	299		
Nov		334	257/269	526		236/242	478	1437		36/33	69		
Dec		281	228/279	507		194/235	429	1472		131/138	269		
Total		4035		5522			6764	21992			5908		508

		Ontime Performance				2010		2011		2012		2013	
		Ontime	Cancel/Delay	Ontime	Cancel/Delay	Ontime	Cancel/Delay	Ontime	Cancel/Delay	Ontime	Cancel/Delay	Ontime	Cancel/Delay
Jan		62%	23%/22%	55%	15%/38%	48%	12%/8%	80%	0%/15%	80%	0%/15%	85%	
Feb		66%	13%/32%	55%	15%/28%	58%	6%/11%	83%	6%/16%	83%	6%/16%	78%	
Mar		79%	11%/19%	70%	21%/19%	60%	14%/18%	78%	***	78%	***	***	
Apr		74%	13%/17%	70%	***	***	***	***	***	***	***	***	
May		88%	12%/10%	78%	3%/25%	72%	0%/10%	90%	0%/10%	90%	0%/10%	90%	
Jun		75%	6%/26%	68%	6%/20%	74%	0%/6%	94%	0%/6%	94%	0%/6%	94%	
Jul		80%	5%/19%	76%	0%/37%	63%	0%/7%	93%	0%/7%	93%	0%/7%	93%	
Aug		86%	4%/5%	91%	0%/36%	64%	0%/8%	92%	0%/8%	92%	0%/8%	92%	
Sep		91%	18%/16%	66%	0%/23%	77%	0%/5%	95%	0%/5%	95%	0%/5%	95%	
Oct		81%	15%/13%	72%	1%/5%	94%	0%/22%	78%	0%/22%	78%	0%/22%	78%	
Nov		87%	16%/16%	68%	2%/11%	87%	0%/5%	95%	0%/5%	95%	0%/5%	95%	
Dec		36%	32%/25%	43%	2%/15%	83%	0%/11%	89%	0%/11%	89%	0%/11%	89%	

AIRPORT HANGER RENTAL AGREEMENT

Lease Agreement between the Manistee Blacker Airport Authority, body corporate, under the provisions of Act 206, Public Acts of 1957, as amended, of the State of Michigan, of 2323 Airport Road, Manistee, Michigan 49660, hereinafter referred to as the "Authority" and \_\_\_\_\_, who is hereinafter referred to as the "Lessee."

Witnesseth:

1. The Authority hereby rents and leases to the Lessee, Hanger \_\_\_\_\_ located at the Manistee Blacker Airport on a month to month basis and at the pleasure of the Authority for an initial monthly rental of \$ \_\_\_\_\_ payable in advance. The Authority may adjust the monthly rental rate periodically in the future. *-Upon 30 days written notice or 1 month*

2. The Authority is responsible for the payment of the following utilities and other charges in relation to the Hanger: \_\_\_\_\_. The Lessee is responsible for the payment of the following utilities and other charges in relation to the Hanger: \_\_\_\_\_.

3. The Lessee hereby expressly acknowledges that he has inspected the hanger leased herein, and that he is aware of and accepts it in its current condition, and agrees that he will not alter or change the said hanger or injure or damage said hanger. Lessee further agrees in consideration of renting of said hanger to him, that he will save the Authority harmless for any loss or damage caused because of the condition of said hanger, and the he will save the Authority harmless for any loss or damage to his person or property or for any injury or damage to other persons using said hanger or his airplane. Lessee agrees that it shall assume all responsibility to

Prepared by:  
GOCKERMAN, WILSON, SAYLOR &  
HESSLIN, P.C.  
By: George V. Saylor, III (P37146)  
Attorneys at Law  
414 Water Street  
Manistee, MI 49660  
(231) 723-8333

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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,

Manistee County Blacker Airport Authority

Route 1, 2323 Airport Road

Manistee, MI 49660

and the Engineer, hereinafter referred to as the CONSULTANT,

Prein & Newhof

3355 Evergreen Drive NE

Grand Rapids, MI 49525

for the following PROJECT:

Location: Manistee County Blacker Airport

Description: Snow Removal Equipment Acquisition:

Loader & Towed Sweeper

(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

**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

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

**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 forty-five (45) 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 in Attachment E a firm fixed fee of seven thousand five hundred (\$7,500). 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>\$2.00</u> /sheet
Black Print on White Paper (11" x 17")	<u>\$0.30</u> /sheet
Black Print on White Paper (8.5" x 11")	<u>\$0.15</u> /sheet

**Phase (2) Construction**

## **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

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.

***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 contract requirements
Attachment G	Prime CONSULTANT Statement of DBE Subconsultant Payments

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

# Prein&Newhof

## COST PRICE ANALYSIS ATTACHMENT "C"

PREIN & NEWHOF  
3355 Evergreen Drive NE  
Grand Rapids, MI 49525

DATE: December 19, 2012

Manistee County Blacker Airport  
Manistee, MI

P&N Job No. 2120579

### Snow Removal Equipment Acquisition: Loader & Towed Sweeper

#### 1. Labor Costs

	Rate per Hour	Overhead per Hour (168.17%)	Total Hour Cost	Estimated Hours	Amount
SENIOR PROJECT MANAGER	\$38.00	\$63.90	\$101.90	46	\$4,687.61
OFFICE TECHNICIAN	\$20.00	\$33.63	\$53.63	32	\$1,716.29
<b>Total Labor Costs =</b>					<b>\$6,403.90</b>

#### 2. Fixed Fee (11% of Labor Costs)

\$704.43

#### 3. Other Direct Costs

Description	Rate	Units	Est. Quantity	Amount
Plotting & Reproduction	\$1.00	LS	\$105.17	\$105.17
Mileage	\$0.56	per mile	300	\$166.50
Travel Expenses	\$120.00	per day	1	\$120.00
<b>Total Estimated Direct Cost =</b>				<b>\$391.67</b>

#### 4. Total Estimated Costs plus Fixed Fee

\$7,500.00

#### 5. Subconsultant Fees

N/A

#### 6. Total Estimated Fees

**\$7,500.00**

## **Attachment "E"**

### **Scope of Services Snow Removal Equipment Acquisition: Loader & Towed Sweeper Manistee County Blacker Airport**

#### **Task 1 – Bid Documents**

Consultant shall develop a single bid package in accordance with FAA and MDOT Aero standards, allowing for bid of one or both of the loader (multi-purpose carrier vehicle) and towed sweeper pieces of equipment. Detailed specifications shall be developed each piece of equipment. Draft bid packages will be submitted to the Sponsor and FAA/MDOT Aero for review and comment. Estimate of proposed equipment will be provided to prior to bidding.

#### **Task 2 – Bidding Services – Local Let**

Consultant shall incorporate comments from review and incorporate into a final bid package. Consultant will conduct the bidding process, including bid opening at the Airport. No pre-bid conference is anticipated. Vendors will be encouraged to contact Consultant with questions. Consultant will issue addendums as needed. Local advertising will be arranged by the Sponsor.

#### **Task 3 – Equipment Acquisition Contract Administration**

Consultant shall prepare necessary documentation to get equipment vendor(s) under contract, coordinate receipt of equipment, and process project closeout documentation.

The following elements are not included, but may be added by contract modification:

Design Phase Services – Elements 1.11, 1.12, 1.15,  
Construction phase services - Elements 1.20 to 1.31

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

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520  
GENERAL CIVIL RIGHTS PROVISIONS  
49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap 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 a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the 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. In the case of contractors, this provision binds the 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.

**ACCESS TO RECORDS AND REPORTS  
49 CFR PART 18.36(i)**

The Contractor will 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 representative's 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.

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**TRADE RESTRICTION CLAUSE**  
**49 CFR PART 30**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 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 published by the Office of the United States Trade Representative (USTR);
- 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor will provide immediate written notice to the SPONSOR if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

Nothing contained in the foregoing will 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.

**BREACH OF CONTRACT TERMS**  
**49 CFR Part 18.36**

For all contracts in excess of \$100,000:

Any violation or breach of terms of this contract on the part of the contractor or their 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 Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under will be 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**  
**49 CFR Part 18.36(i)(12)**  
**(April 14, 2008)**

Contractors and subcontractors agree for all contracts in excess of \$100,000:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

## 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

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,

Manistee County Blacker Airport Authority

Route 1, 2323 Airport Road

Manistee, MI 49660

and the Engineer, hereinafter referred to as the CONSULTANT,

Prein & Newhof

3355 Evergreen Drive NE

Grand Rapids, MI 49525

for the following PROJECT:

Location: Manistee County Blacker Airport

Description: Snow Removal Equipment Building Expansion

& Sand Storage Construction

(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

#### **Element 1.14 - Estimate of Probable Construction Cost**

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#### **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

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

**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 ninety (90) calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

**CONSTRUCTION PHASE (2)**

**Element 2.21 - Time of Beginning**

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

**Element 2.22 - Time for Completion**

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

**ARTICLE 3 - PAYMENT**

**Element 3.1 - Fee**

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

**Phase 1 Design**

Elements in Attachment E a firm fixed fee of thirty eight thousand dollars (\$38,000). 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>\$2.00</u> /sheet
Black Print on White Paper (11" x 17")	<u>\$0.30</u> /sheet
Black Print on White Paper (8.5" x 11")	<u>\$0.15</u> /sheet

**Phase (2) Construction**

## **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

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.

***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**

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

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

# Prein&Newhof

## COST PRICE ANALYSIS ATTACHMENT "C"

PREIN & NEWHOF  
3355 Evergreen Drive NE  
Grand Rapids, MI 49525

DATE: January 4, 2013

Manistee County Blacker Airport  
Manistee, MI

P&N Job No. 2120582

### Snow Removal Equipment Building Expansion & Sand Storage Construction

#### 1. Labor Costs

	Rate per Hour	Overhead per Hour (168.17%)	Total Hour Cost	Estimated Hours	Amount
SENIOR PROJECT MANAGER	\$38.00	\$63.90	\$101.90	56	\$5,706.66
SENIOR ENGINEER	\$33.00	\$55.50	\$88.50	64	\$5,663.75
ENGINEER	\$29.00	\$48.77	\$77.77	8	\$622.15
SENIOR CADD TECHNICIAN	\$36.00	\$60.54	\$96.54	32	\$3,089.32
SENIOR SURVEYOR	\$38.00	\$63.90	\$101.90	2	\$203.81
SURVEYOR	\$26.00	\$43.72	\$69.72	24	\$1,673.38
OFFICE TECHNICIAN	\$20.00	\$33.63	\$53.63	20	\$1,072.68
<b>Total Labor Costs =</b>					<b>\$18,031.75</b>

#### 2. Fixed Fee (11% of Labor Costs)

\$1,983.49

#### 3. Other Direct Costs

Description	Rate	Units	Est. Quantity	
Plotting, Reproduction, Materials	\$1.00	LS	\$314.76	\$314.76
Mileage	\$0.60	per mile	1200	\$720.00
Travel Expenses	\$120.00	per day	0	\$0.00
<b>Total Estimated Direct Cost =</b>				<b>\$1,034.76</b>

#### 4. Total Estimated Costs plus Fixed Fee

\$21,050.00

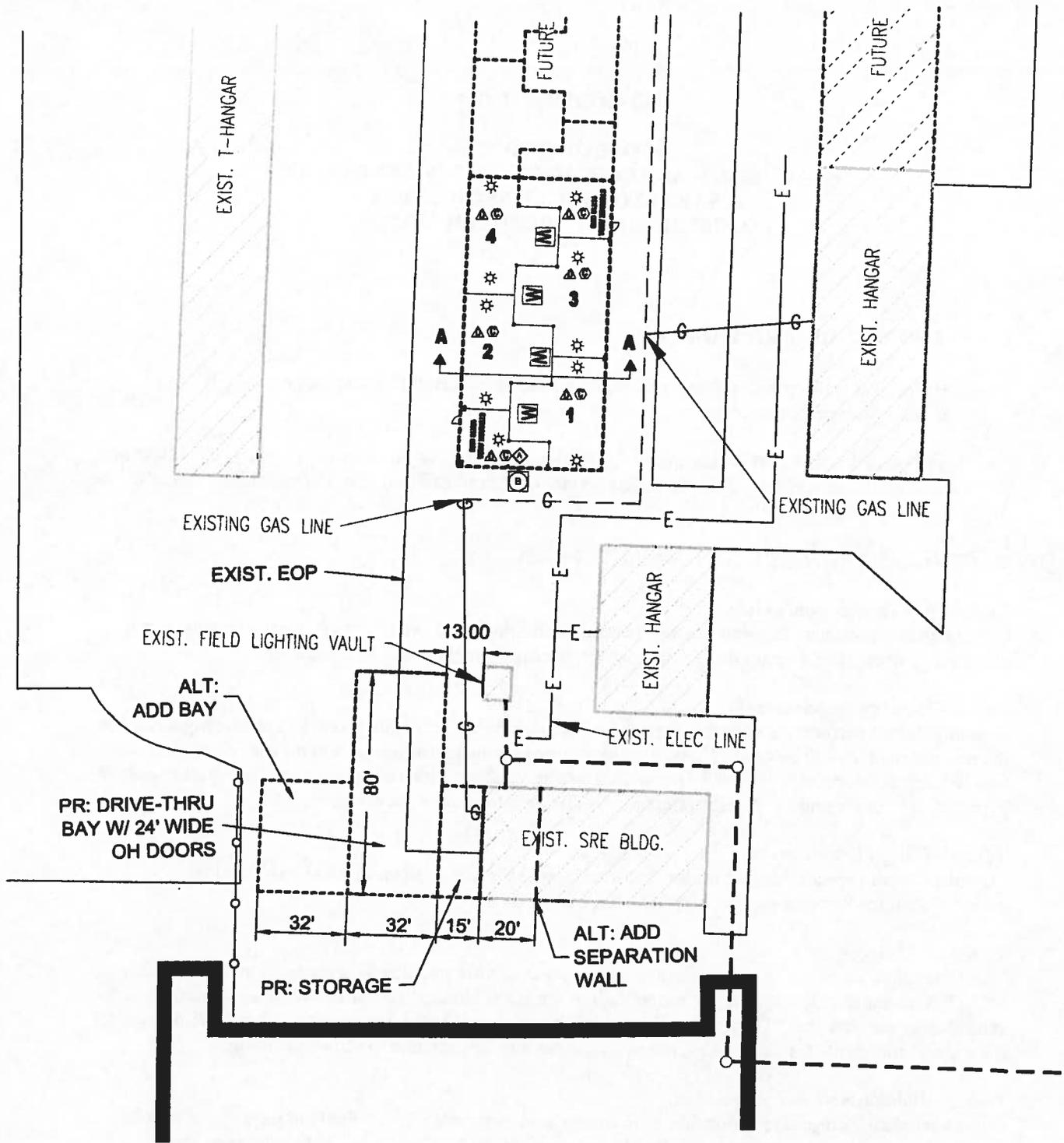
#### 5. Subconsultant Fees

Century A&E

\$16,950.00

#### 6. Total Estimated Fees

**\$38,000.00**



North



SCALE : 1" = 50'

**ATTACHMENT D**  
**MANISTEE COUNTY BLACKER AIRPORT**  
 MANISTEE, MICHIGAN

**Prein&Newhof**

2120582

REV: 03/05/2013

## Attachment F

### NON-CONSTRUCTION CONTRACT

#### Appendix B

(Aeronautics)

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

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

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

**RIGHTS TO INVENTIONS**  
**49 CFR Part 18.36(i)(8)**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the SPONSOR of the Federal grant under which this contract is executed.

**Appendix C**  
**Assurances that Recipients and Contractors Must Make**  
**(Excerpts from US DOT Regulation 49 CFR § 26.13)**  
**(Revised October 1, 2005)**

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

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

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

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

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**  
**49 CFR Part 20, Appendix A**

(1) No Federal appropriated funds will be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(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

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.

**TERMINATION OF CONTRACT**  
**49 CFR Part 18.36(i)(2)**

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

- a. The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services will be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.
- b. If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**49 CFR Part 29**

For all contracts in excess of \$25,000:

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it will attach an explanation to this solicitation/proposal.



**MICHIGAN DEPARTMENT OF TRANSPORTATION  
OFFICE OF AERONAUTICS**

**PROFESSIONAL SERVICES AGREEMENT APPROVAL**

<b>Date:</b> 2/25/13	<b>Airport:</b> Manistee County Blacker Airport
<b>To:</b> Project File	<b>Location:</b> Manistee, MI
<b>From:</b> Airport Division	<b>Project No.:</b> F-26-0059-2613
<b>Contract No.:</b> FM-51-01-C81	<b>Item No.:</b>
<b>Job Number:</b>	<b>Amendment No.:</b> NA
<b>Subject:</b> Professional Engineering Services Agreement	
<b>Work Description:</b> A single local let bid package for SRE equipment. Loader (multi-purpose carrier vehicle) and Towed Vehicle.	

<b>Consultant:</b> Prein & Newhof
<b>Agreement Amount:</b> \$7,500.00 <b>Estimated Construction Cost:</b> \$620,000.00

PHASE	COST	L.S. OR COST	PROGRAM
Preliminary	\$	\$ <input type="checkbox"/> <input type="checkbox"/>	ATP <input checked="" type="checkbox"/>
Design	\$7,500.00	\$ <input checked="" type="checkbox"/> <input type="checkbox"/>	S/L <input type="checkbox"/>
Construction	\$	\$ <input type="checkbox"/> <input type="checkbox"/>	
Property Survey	\$	\$ <input type="checkbox"/> <input type="checkbox"/>	

The referenced agreement includes all mandatory clauses per FAA APP-510 Contract Writing Program through Version 2, dated 04/23/90. An independent cost analysis has been performed. The cost was found to be reasonable for the services to be provided.

This agreement is recommended to be approved for state and federal participation subject to the following conditions.

  
Project Manager, Project Management Unit

The referenced agreement is approved for state participation when a sponsor contract has been executed by the sponsor and MDOT and the Federal grant has been executed. This agreement is recommended for federal participation at such time as appropriate grants are executed with the airport sponsor and rates of participation established.

NA  
DBE Liaison

  
Supervisor, Project Management Unit

**MICHIGAN DEPARTMENT OF TRANSPORTATION  
OFFICE OF AERONAUTICS**

**PROFESSIONAL SERVICES AGREEMENT APPROVAL**

Date:	3/4/2013	Airport:	Manistee County Blecker Airport
To:	Project File	Location:	Manistee, MI
From:	Airport Division	Project No.:	F-28-0059-2813
Contract No.:	FM-51-01-C81	Item No.:	
Job Number:		Amendment No.:	NA
Subject:	Professional Engineering Services Agreement		
Work Description:	Snow Removal Building expansion & sand storage construction.		

Consultant:	Frain & Newhof	Estimated Construction Cost:	\$ 3385,000.00
Agreement Amount:	\$ 338,000.00		

PHASE	COST	L.S. OR COST	PROGRAM
Preliminary	\$	<input type="checkbox"/>	AIPI <input checked="" type="checkbox"/>
Design	\$ 38,000.00	<input checked="" type="checkbox"/>	S/L <input type="checkbox"/>
Construction	\$	<input type="checkbox"/>	
Property Survey	\$	<input type="checkbox"/>	

The referenced agreement includes all mandatory clauses per FAA APP-510 Contract Writing Program through Version 2, dated 04/23/90. An independent cost analysis has been performed. The cost was found to be reasonable for the services to be provided.

This agreement is recommended to be approved for state and federal participation subject to the following conditions.

*Brett D. [Signature]*  
Project Manager, Project Management Unit

The referenced agreement is approved for state participation when a sponsor contract has been executed by the sponsor and MDOT and the Federal grant has been executed. This agreement is recommended for federal participation at such time as appropriate grants are executed with the airport sponsor and rates of participation established.

NA  
DBE Liaison

*Carol [Signature]*  
Supervisor, Project Management Unit