

DRAFT

SPECIAL MEETING MINUTES

Wednesday, October 2, 2013
1:00 P.M.

Manistee County Blacker Airport
Conference Room

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

Members Absent: None

Others Present: Barry Lind, Airport Manager; George Saylor, Airport Legal Counsel; and Rachel Nelson, Airport Authority Secretary

Paul Schulert, Chairperson, called the meeting to order at 1:00 P.M. Roll was taken by the Secretary.

Mr. Schulert explained that the reason for the special meeting was to review a contract with the State of Michigan for 2013 federal grants (APPENDIX A). The contract allows the State to administer the FAA grant to the Airport Authority. After discussion,

There was a motion by Mr. Picardat, supported by Mr. Shafer, to approve the Contract for a Federal/State/Local Airport Project at a Primary Commercial Service Airport between the Michigan Department of Transportation and the Manistee Blacker Airport Authority (Contract No. 2013-0517), and Authority Chairman, Paul Schulert, is hereby authorized and directed to execute the same on behalf of the Authority.

A roll call vote was taken:

Yeas: 7 (Schulert; Spencer; Smith; Marshall; Bergstrom; Shafer; Picardat)

Nays: 0

Absent: 0

Motion carried.

With there being no further business to come before the Authority, the meeting was adjourned at approximately 1:10 P.M.

Respectfully submitted,

Rachel Nelson, Airport Authority Secretary

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MICHIGAN DEPARTMENT OF TRANSPORTATION
MANISTEE BLACKER AIRPORT AUTHORITY
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
AT A PRIMARY COMMERCIAL SERVICE AIRPORT

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Manistee Blacker Airport Authority, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at Manistee County Blacker Airport, whose associated city is Manistee, Michigan, hereinafter referred to as the "PROJECT," described in detail in Exhibit 1, dated July 22, 2013, attached hereto and made a part hereof.

PROJECT DESCRIPTION: Acquire Snow Removal Equipment (Loader with Sand Bucket and Towed Broom); Expand SRE Building; Rehabilitate Runway 9/27 (Crack Seal and Remark); Rehabilitate Taxiways (Crack Seal And Remark); Rehabilitate Apron (Crack Seal and Remark).

WITNESSETH:

WHEREAS, this Contract is entered into in anticipation of the SPONSOR receiving a grant from the United States Department of Transportation, Federal Aviation Administration (FAA), under the Federal Airport Improvement Program for the development described as the PROJECT. If said grant is not issued and accepted within one (1) year of the date first written above, this Contract will terminate;

NOW, THEREFORE, the parties agree:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 1, 3, and 12, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

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THE SPONSOR WILL:

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

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

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

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. Audit and Inspection. The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of

1996 (31 USC 7501-7507) and the Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or amended, and the provisions of 1951 PA 51; MCL 247-660h; MSA 9.1097(10i), as applicable, that is in effect at the time of Contract award with regard to audits.

- i. Sponsors, excluding subgrant recipients under the Federal Aviation Administration (FAA) State Block Grant Program, expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds in the sponsor's fiscal year must have a single audit conducted for that year. The Five Hundred Thousand Dollar (\$500,000.00) threshold represents all federal funding sources, not just grants from the FAA. This is in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, as revised or amended.
- ii. Sponsors expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the DEPARTMENT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to the address(es) in paragraph (iv) below.
- iii. Sponsors must complete their Single Audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the auditor's report(s) or within nine (9) months after the end of the sponsor's fiscal year, whichever is earlier.
- iv. Sponsors must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

Michigan Department of Education
Accounting Service Center
Hannah Building
608 West Allegan Street
Lansing, MI 48909

With a copy to:

Michigan Department of Transportation
Office of Aeronautics
Attn: Aviation Services Division

2700 Port Lansing Road
Lansing, MI 48906-2160

- v. Sponsors will also comply with applicable state laws and regulations relative to audit requirements.
 - vi. Sponsors will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.
 - vii. All sponsors are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
 - viii. The federal award associated with this Contract is CFDA Airport Improvement Program, number 20.106, federal project number 3-26-0059-0513, award year 2013, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. The SPONSOR will provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR also agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of three (3) years from the date of final payment.
6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage

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

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

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to the DEPARTMENT semi-annually in the format set forth in Appendix G, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to the DEPARTMENT.

7. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, the SPONSOR agrees that it will comply with any and all state, federal, and applicable local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

THE DEPARTMENT WILL:

8. Upon award of this Contract by the DEPARTMENT and award of the FAA grant by the SPONSOR, bill the SPONSOR the amount shown as the applicant share on Form 424 of the FAA grant. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of the additional estimated PROJECT COST for changes approved in accordance with Section 14 at the time of the amendment or change order for approved work.
9. After written commitment of funds by the FAA and receipt of payment request approved by the SPONSOR, make payment for all eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA for funds expended on eligible PROJECT COSTS. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.
10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

IT IS FURTHER AGREED:

11. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. The PROJECT COST participation given in Exhibit 1 is to be

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considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$835,610.00
Maximum DEPARTMENT Share	\$21,990.00
SPONSOR Share	\$21,990.00
<i>Estimated</i> PROJECT COST	\$879,590.00

- The PROJECT COST will be met in part by contributions from the FAA and the DEPARTMENT. Upon final settlement of costs, the federal funds will be applied to the eligible items of PROJECT COST at the rate established in the FAA grant. The DEPARTMENT funds will be applied to the balance of the PROJECT COST at a rate of fifty percent (50%) for those items eligible for state participation, up to the maximum obligation shown in Section 11 or up to the revised maximum obligation set forth in a budget letter, as set forth in Section 14, as applicable. Any items of PROJECT COST not funded with FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

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

All agreements and/or contracts or supply requisitions involving DEPARTMENT funds will comply with Title 49, CFR Part 18, incorporated herein by reference as if the same were repeated in full herein.

- The SPONSOR agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
- The PROJECT COST shown in Section 11 includes the maximum obligations of DEPARTMENT and federal funds under this Contract. The maximum obligations of DEPARTMENT and federal funds may be adjusted to amounts less than the maximums set forth in Section 11 through a budget letter issued by the DEPARTMENT. A budget letter will be written when it is necessary to reduce the funding amounts shown in Section 11 in order to match the federal grant issued for the PROJECT. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter may also be written to add or delete work items from the PROJECT description to match the federal grant description, provided that the costs do not exceed the maximum obligations of Section 11. If the total PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced

available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

- 18. This Contract will be in effect from the date of award through twenty (20) years. Any change to the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
- 19. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

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

20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.
- The SPONSOR will carry out the applicable requirements of the DEPARTMENT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.
21. The parties further agree that they will abide by 49 CFR Part 26 with regard to federal DBE requirements. Certification of DBEs, including appeals, recertification, "no change" affidavits and notices of change, and personal net worth requirements are required by 49 CFR and will be performed for the SPONSOR by the DEPARTMENT.
22. In accordance with 1980 PA 278; MCL 423.321, *et seq*; MSA 17.458(22), *et seq*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
24. The DEPARTMENT and/or the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to the Contract without their specific consent and notwithstanding their concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.
25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

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

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

- 26. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT 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 the DEPARTMENT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT 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 the DEPARTMENT as a third-party beneficiary.

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

- 27. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

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

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

MANISTEE BLACKER AIRPORT AUTHORITY

BY: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
Title: Department Director

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**Manistee County Blacker Airport
Manistee, MI
Project No. 3-26-0059-0513
Contract No. FM 25-01-C61, C63, C64, C65, C66**

EXHIBIT 1

7/22/2013

Funding Sources		Federal	State	Local	Total
Fed. Grant Anticipated		\$835,610			\$835,610
State Participation Anticipated			\$21,990		\$21,990
Sponsor Match Anticipated				\$21,990	\$21,990
		Total =			\$879,590
<u>Cost Distribution</u>					
<u>EQUIPMENT</u>		Federal	State	Local	Total
Snow Removal Equip. Loader w/bucket C63	AIP @ 95%	\$118,550	\$3,120	\$3,120	\$124,790
Snow Removal Equip. Sweeper C64	AIP @ 95%	\$153,427	\$4,037	\$4,038	\$161,502
		Equip. Subtotal=			\$286,292
<u>CONSTRUCTION</u>					
SRE Building Expansion C61	AIP @ 95%	\$359,501	\$9,461	\$9,460	\$378,422
Crack Sealing & Joint Repair C66	AIP @ 95%	\$28,500	\$750	\$750	\$30,000
Airport Marking C65	AIP @ 95%	\$64,576	\$1,700	\$1,700	\$67,976
		Construct. Subtotal=			\$476,398
<u>ENGINEERING</u>					
<u>Design Engineering</u>					
Snow Removal Equip. Loader w/bucket C63					
AERO - Design	AIP @ 95%	\$285	\$8	\$7	\$300
CONSULTANT - Design	AIP @ 95%	\$3,563	\$93	\$94	\$3,750
Snow Removal Equip. Sweeper C64					
AERO - Design	AIP @ 95%	\$285	\$8	\$7	\$300
CONSULTANT - Design	AIP @ 95%	\$3,563	\$93	\$94	\$3,750
SRE Building Expansion C61					
AERO - Design	AIP @ 95%	\$1,140	\$30	\$30	\$1,200
CONSULTANT - Design	AIP @ 95%	\$36,100	\$950	\$950	\$38,000
		Design. Subtotal =			\$47,300
<u>Construction Engineering</u>					
Snow Removal Equip. Loader w/bucket C63					
AERO	AIP @ 95%	\$570	\$15	\$15	\$600
CONSULTANT	AIP @ 95%	\$0	\$0	\$0	\$0
Snow Removal Equip. Sweeper C64					
AERO	AIP @ 95%	\$1,140	\$30	\$30	\$1,200
CONSULTANT	AIP @ 95%	\$0	\$0	\$0	\$0
SRE Building Expansion C61					
AERO	AIP @ 95%	\$2,850	\$75	\$75	\$3,000
CONSULTANT	AIP @ 95%	\$56,050	\$1,475	\$1,475	\$59,000
Crack Sealing & Joint Repair C66					
AERO	AIP @ 95%	\$570	\$15	\$15	\$600
CONSULTANT	AIP @ 95%	\$0	\$0	\$0	\$0
Airport Marking C65					
AERO	AIP @ 95%	\$1,140	\$30	\$30	\$1,200
CONSULTANT	AIP @ 95%	\$0	\$0	\$0	\$0
		Const.Engr. Subtotal =			\$65,600
		Engr'g. Total =			\$112,900
<u>ADMINISTRATION</u>					
MDOT - Admin	AIP @ 95%	\$2,850	\$75	\$75	\$3,000
Advertising & Printing	AIP @ 95%	\$950	\$25	\$25	\$1,000
		Adm'n. Total =			\$4,000
<u>Contingencies</u>		\$0	\$0	\$0	\$0
Total Project Cost		\$835,610	\$21,990	\$21,990	\$879,590

ATTACHMENT 1

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS THE CONTRACTS

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The DEPARTMENT is authorized by the SPONSOR pursuant to this Contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:
 - a. Prequalification of bidders will be determined by the DEPARTMENT in accordance with the "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work."
 - b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
 - c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances that affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if applicable, will reject the bids.
 - d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT will be deemed to be PROJECT COSTS.

- e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports." The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA, if applicable, and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then to the SPONSOR for execution.
 - f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports," and upon receipt of a request from the SPONSOR, the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.
 - h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - i. The SPONSOR, upon presentation of the contract documents by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraphs b and c above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.
4. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts between the prime contractor and the subcontractor on behalf of the SPONSOR. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
5. Should termination of a construction contract pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT will be given immediate written notice by the SPONSOR.

6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the "General Provisions for Construction of Airports" and the DEPARTMENT's "Project Engineer's Manual" for airport construction. Any contract modification determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated costs thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes,

provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

- 10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

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

- 11. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, and/or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.
- 12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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ATTACHMENT 3

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING THE PURCHASE OF EQUIPMENT AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the cost of purchasing the equipment, the cost of advertising for bids, and the cost of the consultant to prepare the specifications and bidding documents.
2. The SPONSOR will advertise and award the contract for the purchase of the equipment in accordance with the following:
 - a. The SPONSOR will submit the equipment specifications and proposal package to the DEPARTMENT for review prior to advertising.
 - b. The SPONSOR will advertise its intent to accept bids for the PROJECT in appropriate publications.
 - c. Following receipt of bids, the SPONSOR will determine the apparent low bidder and prepare a recommendation to award and submit it to the DEPARTMENT for review. Recommendations to award to other than the low bidder will be accompanied by detailed justification. A purchase order to the supplier will not be issued until the SPONSOR has received notification from the DEPARTMENT that it has completed its review.
 - d. The SPONSOR will issue a purchase order to the supplier for the purchase and delivery of the equipment.
3. The SPONSOR will give immediate written notice to the DEPARTMENT upon delivery of the equipment and acceptance by the SPONSOR.

Along with the delivery notice, the SPONSOR will submit the original invoice from the supplier indicating SPONSOR approval for payment.

4. The SPONSOR will use the equipment exclusively for aeronautical purposes with relation to the airport that is the subject of this Contract.
5. The SPONSOR will maintain the equipment at a high level of cleanliness, safety, and mechanical soundness. Maintenance will conform to the manufacturer's specifications for such equipment or be as approved by the DEPARTMENT for the life of such equipment. Representatives of the DEPARTMENT and the FAA will have the right to conduct periodic inspections for the life of the equipment for the purpose of confirming proper maintenance pursuant to this Contract. Such inspections by the DEPARTMENT and/or the FAA do not relieve the SPONSOR of its obligations hereunder, nor are such inspections to be construed as a warranty as to the propriety of the maintenance but are undertaken for the sole use and information of the DEPARTMENT and/or the FAA.

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ATTACHMENT 12

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING CRACK SEALING AND PAVEMENT MARKING FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS CONTRACTS

1. The "PROJECT COST" is defined as the cost of all work necessary to complete the item(s) identified in the body of this Contract as the PROJECT.
2. The DEPARTMENT is authorized to solicit bids and award the contract for the PROJECT in accordance with the DEPARTMENT's "Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work."
3. The SPONSOR will be billed by the DEPARTMENT following award of this Contract. The amount of the billing will be shown as the local share on the attached Exhibit 1.

The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved by the DEPARTMENT and the SPONSOR at the time of award of an amendment to this Contract. The SPONSOR will make payment to the DEPARTMENT within thirty (30) days of the billing date.

4. The DEPARTMENT is authorized by the SPONSOR and is responsible for coordinating with the contractor to perform the PROJECT work. The DEPARTMENT or the contractor will contact the SPONSOR a minimum of 48 hours in advance of performing PROJECT work. The DEPARTMENT and its contractor will be authorized to enter upon the airport premises to conduct the PROJECT work. The SPONSOR will issue a NOTAM (Notice to Airman) regarding the PROJECT activity at the airport. Payment of all PROJECT COSTS will be made by the DEPARTMENT.
5. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA.
6. Upon completion of the PROJECT and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
7. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

8. In addition to the requirements of Section 7 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

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

9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
10. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, and/or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.
11. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

**APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

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Appendix B
(Aeronautics)

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

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

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

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

(Revised October 1, 2005)

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

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

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

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

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

APPENDIX G

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 COMPELTED	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/MDO

COMMENTS:

SPECIAL NOTE: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

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