

(updated 3-28-16)

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
(LUMP SUM)
PROJECT NO. 2708800-172467.01
CONTRACT NO.**

THIS AGREEMENT made this 3rd day of December, in the year of 2018.

BETWEEN the OWNER (hereinafter referred to as **SPONSOR**),

*Ann Arbor Municipal Airport
801 Airport Drive
Ann Arbor, Michigan 48108*

and the **CONSULTANT**.

*Mead & Hunt, Inc.
2605 Port Lansing Rd
Lansing, Michigan 48906*

For the following **PROJECT**:

LOCATION:

Ann Arbor Municipal Airport

DESCRIPTION:

Environmental Assessment

SEE DETAIL BREAKDOWN IN ATTACHMENTS "C" and "E"

WHEREAS, the Sponsor proposed to have Professional Consultant Services performed for the described project;

AND 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;

AND WHEREAS, the Consultant is willing and able to accomplish the services provided and set forth hereinafter this Agreement;

AND WHEREAS, the Sponsor shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

WITNESSETH: That for and in consideration of the covenants and agreements to be performed by the respective parties hereto, it is agreed by and between the Sponsor and the Consultant as follows:

Article 1 - Description of Work to be Done:

Services to be furnished by the Consultant to the Sponsor together with obligations of the Sponsor or Sponsor's Agent (Michigan Department of Transportation) or hereinafter referred to as MDOT to furnish certain information and data shall consist of the following described elements (additional explanations included in Attachment "E"):

Article 2 - Time of Beginning and Completion

2.1 - Time of Beginning

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have fourteen (14) days from the date of notification to proceed in which to organize and actually commence work.

2.2 - Time for Completion

The estimated time for the Consultant to complete the work named in Article 1 and Attachment "E" of this agreement, ready for Sponsor's approval is one hundred eighty (180) calendar days from the date the Consultant actually starts work. The Consultant shall report his progress to the Sponsor and keep the Sponsor informed of progress and any adjustments to the estimated time schedule which may be necessary because of weather conditions which may affect survey work, the supplying of information to the Consultant by the Sponsor's Agent as provided under Article 1, and other reasons beyond the control of either the Sponsor or the Consultant.

Article 3 - Payment

3.1 – Fee (Planning Service)

3.1.1

The Sponsor agrees to pay the Consultant or and in accordance of the services rendered, as set forth in Article 1 of the Agreement, a fixed fee of Two Hundred Seventy Five Thousand Five Hundred Ninety Two and 01/100 Dollars (\$275,592.01) (See Attachment "C").

3.1.2

The fixed fee named above shall be considered payment in full by the Sponsor to the Consultant for all services rendered, except as hereinafter provided under Article 4 – Element 4.5 – Changes in Work (See Attachment "C" for project fee breakdown and Attachment "E" for project scope of work).

3.2 - Progress Payments

3.2.1

The Consultant shall submit monthly statements for services rendered. The statement shall be based upon the Consultant's estimate of the proportion of the total service actually completed at the time of billing. Sponsor shall make prompt monthly payments in response to the Consultant's monthly statement.

3.2.2

The first progress payment request shall be submitted thirty (30) days from the date the Sponsor authorizes the Consultant to proceed with the work.

3.2.3

Payment by the Sponsor to the Consultant for extra copies of documents shall be due and payable upon receipt of invoice to the Sponsor from the Consultant.

3.2.4

Payment is due forty-five (45) days after billing.

3.2.5

The final progress payment (10%) of the original contract amount will be due and payable forty-five (45) days after the Consultant completes the work and submits all documents for final approval to the Sponsor.

3.2.6

The Consultant agrees to pay each sub-consultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the Consultant receives from the State of Michigan or Sponsor. The Consultant also is required to return retainage payments to each sub-consultant within ten (10) calendar days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the Sponsor or the Sponsor's Agent. These requirements are also applicable to all sub-tier sub-consultants and will be made a part of all sub-consultant 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 sub-consultant against the Sponsor or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE sub-consultants.

The Consultant further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE sub-consultant payments to MDOT semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the Sponsor or the Sponsor's Agent.

3.3 – Extra Service

3.3.1

Extra Service charges shall be negotiated by an amendment to this Agreement. Each amendment shall describe the service rendered and the fixed dollar amount for the requested work and estimated contract time for completion.

3.4 – Sub-consultant Services

3.4.1

Any services to be provided by sub-consultants shall be provided for in a sub-consultant agreement which shall meet the written approval of the Sponsor. Costs of sub-consultant services shall be included in Element 3.1 - Fee. The Consultant will not apply a fixed fee on any of the costs for Sub-consultant Services.

Article 4 - Miscellaneous Provisions

4.1 – Certification of Consultant

The Consultant certifies that Stephanie A. D. Ward is the authorized representative of the firm of Mead & Hunt, Inc, whose address is 2605 Port Lansing Rd, Lansing, MI 48906, and headquartered in Middleton, WI. Consultant certifies that the entity identified in this agreement as the consultant is properly licensed in accordance with PA299 of 1980 and will supply evidence of licensure prior to contract execution. Consultant further represents that it did not:

4.1.1

Employ or retain for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for Mead & Hunt, Inc. to solicit or secure this agreement;

4.1.2

Agree, as an express or implied condition for obtaining this contract to employ or retain the services of any firm or person in connection with carrying out the agreement; or,

4.1.3

Pay or agree to pay any firm, organization or person (other than a bona fide employee working solely for Mead & Hunt, Inc.) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

Except as here expressly stated (if any): None

4.1.4

The CONSULTANT acknowledges that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

4.2 – Certification of Sponsor

4.2.1

The Sponsor certifies through the Chairperson of the Airport Authority that the above consulting firm or his representatives has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

4.2.2

Employ or retain, or agree to employ or retain, any firm or person, or

4.2.3

Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

Except as here expressly stated (if any): None

4.2.4

The Sponsor acknowledges that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

4.3 – Guidelines and Policies for Land Acquisition Related Activities

4.3.1

The Consultant shall follow, insofar as applicable and reasonable and as approved by the Sponsor, current guidelines and policies for land acquisition related activities set forth by the Sponsor, the Sponsor's agent, and other participating governmental agencies in effect at the time of work herein provided is started. Those currently in effect and applicable to this contract are: Order 5100.38D, Order 5100.37B, AC 150/5100-17, CFR 49 Part 24, FAA Land Acquisition Checklists, FAA Land Acquisition Guidelines, and any applicable MDOT Guidelines and Checklists related to work necessary for land acquisitions, appraisals, review appraisals, relocations, condemnations, and Exhibit "A" property maps. In the event any guidelines or policies change after the Consultant has completed that portion of the work to which a particular policy may apply, and in the event the Consultant is required by the Sponsor to make revisions to completed work to meet revised policies, the Consultant shall be entitled to additional compensation as provided under Article 4.5 – Changes in Work. In the event the Sponsor elects to accept the work which conforms to policies in effect, the Consultant will complete the work as outlined in the original scope without additional compensation, and is relieved of any changes required to meet the revised policies.

4.3.2

Guidelines, policies, specifications, special conditions, contract documents, and requirements developed by the Sponsor, Sponsor's Agent, or other participating governmental agency and required to be incorporated in the final plans and documents shall 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 shall 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 shall 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.

4.4 – Ownership of Documents

4.4.1

Original documents shall be delivered to and become the property of the Sponsor. Original basic notes, sketches, changes, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant but shall be made available, upon request, to the Sponsor without restriction or limitation of their use.

4.4.2

In the event any of the above documents are revised by the Sponsor, the nameplates of the Consultant will be removed and the Consultant will be released and held harmless of any subsequent liability which may arise from the reuse of these documents.

4.5 – Changes in Work

4.5.1

By mutual acceptance of both the Sponsor and the Consultant, changes in work from that work herein provided, including changes in original policies and guidelines and reviews/updates of project work may be accomplished by amendment to this Agreement. The amendment shall describe the change in work scope, the adjustment in fixed fee herein provided by a fixed dollar amount for each negotiated change order and estimated change to the original or adjusted estimated contract time for each amendment. Each amendment must be approved prior to execution and must be signed and dated by the Sponsor, by the Sponsor's Agent, and the Consultant. Payment shall be made after all approvals and signatures have been obtained.

4.6 – Delays in Extensions

4.6.1

Changes in the estimated time schedule as may be required by the Sponsor or the Consultant shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Article 4.5 – Changes in Work.

4.7 – Insurance and Liability

4.7.1

The Consultant will maintain Workmen's Compensation, Professional Liability, Property Damage, and Public Liability Insurance and file certificates with the Sponsor.

4.8 – General Compliance with Laws

4.8.1

Unless otherwise specified, this Agreement shall be governed by the Law of Michigan of the principal place of business of the Sponsor. The Consultant agrees to comply with all Federal, State, and Local laws applicable to the work.

4.9 – Assignment of Antitrust Rights

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

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

The Consultant shall 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 the Sponsor's Agent under this Contract may have occurred or is threatened to occur. The Consultant shall also notify the Sponsor or the Sponsor's Agent 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 the Sponsor's Agent under this Contract.

4.10 – Subletting, Assignments and Transfer

4.10.1

The Sponsor and the Consultant each binds himself, his partners, successors, assignees, and legal representatives to the other party to this Agreement and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign, sublet or transfer his interest in this Agreement without the written consent of the Sponsor.

4.11 – Consultant's Endorsement

4.11.1

The Consultant shall seal and sign all final plans and specifications furnished to the Sponsor.

4.12 – Disputes

4.12.1

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

4.13 – Responsibility for Claims and Liability

4.13.1

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA or other governmental agencies from all claims and liability due to negligence of the Consultants or its subcontractors.

Article 5 – Miscellaneous

5.1

This Agreement represents the entire and integrated Agreement between the Sponsor and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Sponsor and the Consultant. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefit of any third party.

5.2

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Michigan.

5.3

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected, thereby, such remainder would then continue in force provided it conforms to the terms and requirements of applicable law.


5.4

Unless otherwise specified, this agreement shall incorporate all provisions of Attachments "A", "B", "C", "D", "E", & "F".

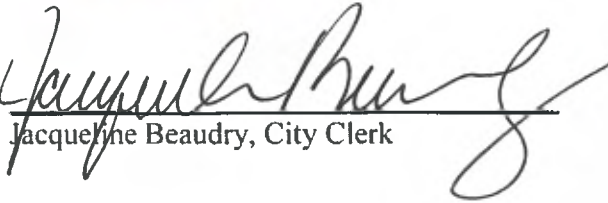
IN WITNESS WHEREOF, the parties hereto have fixed their hand this day and date first written above.

ACCEPTED BY THE SPONSOR

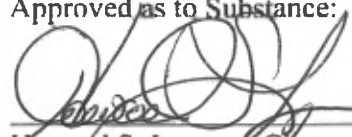
CITY OF ANN ARBOR



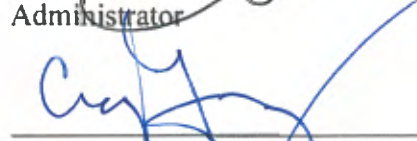
Christopher Taylor, Mayor



Jacqueline Beaudry, City Clerk

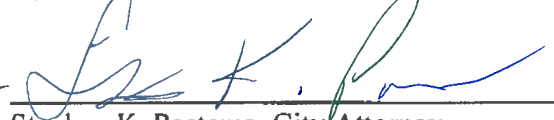
Approved as to Substance:


Howard S. Lazarus, City Administrator




Craig Hupy, P.E., Public Services Area Administrator

Approved as to Form and Content:

MR 

Stephen K. Postema, City Attorney

ACCEPTED BY THE CONSULTANT

Witness: 

Mead & Hunt, Inc.

Consultant

2605 Port Lansing Rd

Street Address

Lansing, MI 48906

City, State & Zip Code

By: 

Authorized Representative of Consultant

SCHEDULE OF ATTACHMENTS

Attachment "A" Appendix "A" Appendix "B"	Prohibition of Discrimination in State Contracts Civil Rights Act of 1964....Contractual Requirements
Attachment "B"	Additional Provisions
Attachment "C"	Cost Breakdown
Attachment "D"	Sketches (None)
Attachment "E"	Scope of Work/Services
Attachment "F"	Professional Services Requirements Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors
Attachment "G"	Prime Consultant Statement of DBE Sub-consultant Payments
Attachment "H"	Evidence of real estate license (copy of license or list of licenses)

ATTACHMENT "A"

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall 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 hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this Appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, an orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as 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. 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 shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings
9. The Contractor will include, or incorporate by reference, the provisions of the 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.

The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

ATTACHMENT "A"

APPENDIX B

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 shall 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, shall 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 shall 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 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 shall 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 shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 shall so certify to the sponsor or the FAA, as appropriate, and shall 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 shall 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 shall 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 directives issued pursuant thereto. The contractor shall 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.

ATTACHMENT "B"
ADDITIONAL PROVISIONS

The following additional provisions as referenced in Element 4.12 of this Agreement are incorporated and made a part of the Agreement for Services between the Sponsor and the Consultant:

1. COMPLIANCE REQUIREMENTS

A. NONDISCRIMINATION

In addition to the provisions of Element 4.11 of this Agreement, the Consultant agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex. The Consultant agrees to comply with the provisions of Section 9:161 of Chapter 112 of the Ann Arbor City Code, and in particular the following excerpts:

9:161 NONDISCRIMINATION BY CITY CONTRACTORS

- (1) All contractors proposing to do business with the City of Ann Arbor shall satisfy the nondiscrimination administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All contractors shall receive approval from the Director prior to entering into a contract with the City, unless specifically exempted by administrative policy. All City contractors shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, national origin or sex.
- (2) Each prospective contractor shall submit to the City data showing current total employment by occupational category, sex and minority group. If, after verifying this data, the Director concludes that it indicates total minority and female employment commensurate with their availability within the contractor's labor recruitment area, i.e., the area from which the contractor can reasonably be expected to recruit, said contractor shall be accepted by the Director as having fulfilled affirmative action requirements for a period of one year at which time the Director shall conduct another review. Other contractors shall develop an affirmative action program in conjunction with the Director. Said program shall include specific goals and timetables for the hiring and promotion of minorities and females. Said goals shall reflect the availability of minorities and females within the contractor's labor recruitment area. In the case of construction contractors, the Director shall use for employment verification the labor recruitment area of the Ann Arbor-Ypsilanti standard metropolitan statistical area. Construction contractors determined to be in compliance shall be accepted by the Director as having fulfilled affirmative action requirements for a period of six (6) months at which time the Director shall conduct another review.

- (3) In hiring for construction projects, contractors shall make good faith efforts to employ local persons, so as to enhance the local economy.
- (4) All contracts shall include provisions through which the contractor agrees, in addition to any other applicable Federal or State labor laws:
 - (a) To set goals, in conference with the Human Resources Director, for each job category or division of the work force used in the completion of the City work;
 - (b) To provide periodic reports concerning the progress the contractor has made in meeting the affirmative action goals it has agreed to;
 - (c) To permit the Director access to all books, records and accounts pertaining to its employment practices for the purpose of determining compliance with the affirmative action requirements.
- (5) The Director shall monitor the compliance of each contractor with the nondiscrimination provisions of each contract. The Director shall develop procedures and regulations consistent with the administrative policy adopted by the City Administrator for notice and enforcement of non-compliance. Such procedures and regulations shall include a provision for the posting of contractors not in compliance.
- (6) All City contracts shall provide further that breach of the obligation not to discriminate shall be a material breach of the contract for which the City shall be entitled, at its option, to do any or all of the following:
 - (a) To cancel, terminate, or suspend the contract in whole or part and/or refuse to make any required periodic payments under the contract;
 - (b) Declare the contractor ineligible for the award of any future contracts with the City for a specified length of time;
 - (c) To recover liquidated damages of a specified sum, said sum to be that percentage of the labor expenditure for the time period involved which would have accrued to minority group members had the affirmative action not been breached;
 - (d) Impose for each day of non-compliance, liquidated damages of a specified sum, based upon the following schedule:

<u>Contract Amount</u>	<u>Assessed Damages Per Day of Non-Compliance</u>
\$10,000 - 24,999	\$ 25.00
\$25,000 - 99,999	\$ 50.00
\$100,000 - 199,999	\$ 100.00
\$200,000 - 499,999	\$ 150.00
\$500,000 - 1,499,999	\$ 200.00
\$1,500,000 - 2,999,999	\$ 250.00
\$3,000,000 - 4,999,999	\$ 300.00
\$5,000,000- and above	\$ 500.00

- (e) In addition the contractor shall be liable for any costs or expenses incurred by the City of Ann Arbor in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract.

B. LIVING WAGE

The Consultant agrees to comply with living wage provisions of Chapter 23 of the Ann Arbor City Code and, if a "covered employer" as defined therein to pay those employees providing Services to the City under this agreement a "living wage," as defined in Chapter 23 of the Ann Arbor City Code; and, if requested by the City, provide documentation to verify compliance. The Consultant agrees to comply with the provisions of Section 1:815 of Chapter 23 of the Ann Arbor City Code, and in particular the following excerpts:

1:813 DEFINITIONS

For purposes of this Chapter, the following definitions shall apply:

- (1) "Contractor/vendor" is a person or entity that has a contract with the City primarily for the furnishing of services where the total amount of the contract or contracts with the City exceeds \$10,000 for any 12-month period. "Contractor/vendor" does not include a person or entity that has a contract with the City primarily for the purchase of goods or property, or for the lease of goods or property to or from the City.
- (2) "Covered Employee" means a person employed by a covered employer to perform services which are covered or funded by the contract with or grant from the City; provided, however, that persons who are employed pursuant to federal, state or local laws relating to prevailing wages shall be exempt from this Chapter.
- (3) "Covered Employer" means a contractor/vendor or grantee that has not been granted an exemption from this Chapter pursuant to Section 1:817.
- (4) "Employee" means an individual who provides personal services performed for wages under any contract calling for the performance of personal services, whether written or oral, express or implied. The term "employee" does not include any individual who volunteers to perform services for an employer if:
 - (a) The individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and
 - (b) Such services are not the same type of services which the individual is employed to perform for such employer.
- (5) "Employee Health Benefits" or "Health Benefits" means providing health care benefits for employees (or employees and their dependents) at employer cost or making an employer contribution toward the purchase of such health care benefits for employees (or employees and their dependents), provided that the

employer cost or contribution equals no less than \$1 an hour for the average work week of such employee and provided further that any employee payment or contribution toward health care shall not exceed 50 cents an hour for the average work week for such employee.

- (6) "Grant" means any form of financial assistance to a "Grantee" as set forth and defined in Section 1:813(7). "Grant" does not include financial assistance used for the purchase or lease of property or other non-personnel costs.
- (7) "Grantee" is a person or entity that is a recipient of any financial assistance from the City in the form of any federal, state or local grant program administered by the City, revenue bond financing, tax increment financing, tax abatement, tax credit, direct grant, or any other form of financial assistance that exceeds \$10,000 for any 12-month period, including any contractors, subcontractors, or leaseholders of the grantee whose contract, subcontract or lease with the grantee exceeds \$10,000 for any 12-month period.
- (8) "Living Wage" means a wage equal to the levels established in Section 1:815.
- (9) "Person" means any individual, co partnership, corporation, association, club, joint adventure, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- (10) "\$10,000 for any 12 month period" is computed by taking the total amount of the contract, grant or loan and dividing it by the number of months the contract, grant or loan covers.

1:814 APPLICABILITY

- (1) This Chapter shall apply to any person that is a contractor/vendor or grantee as defined in Section 1:813 that employs or contracts with five (5) or more individuals; provided, however, that this Chapter shall not apply to a non-profit contractor/vendor or non-profit grantee unless it employs or contracts with ten (10) or more individuals.
- (2) This Chapter shall apply to any grant, contract, or subcontract or other form of financial assistance awarded to or entered into with a contractor/vendor or grantee after the effective date of this Chapter and to the extension or renewal after the effective date of this Chapter of any grant, contract, or subcontract or other form of financial assistance with a contractor/vendor or grantee.

1:815 LIVING WAGES REQUIRED

- (1) Every contractor/vendor or grantee, as defined in Section 1:813, shall pay its covered employees a living wage as established in this Section.
 - (a) For a covered employer that provides employee health care to its employees, the living wage shall be \$8.70 an hour or the adjusted amount hereafter established under Section 1:815(3).

- (b) For a covered employer that does not provide health care to its employees; the living wage shall be \$10.20 an hour or the adjusted amount hereafter established under Section 1:815(3).
- (2) In order to qualify to pay the living wage rate for covered employers providing employee health care under subsection 1:815(1){a), a *covered* employer shall furnish proof of said health care coverage and payment therefore to the City Administrator or his/her designee.
- (3) The amount of the living wage established in this Section shall be adjusted upward no later than April 30, 2002, and every year thereafter by a percentage equal to the percentage increase, if any, in the federal poverty guidelines as published by the United States Department of Health and Human Services for the years 2001 and 2002. Subsequent annual adjustments shall be based upon the percentage increase, if any, in the United States Department of Health and Human Services poverty guidelines when comparing the prior calendar year's poverty guidelines to the present calendar year's guidelines. The applicable percentage amount will be converted to an amount in cents by multiplying the existing wage under Section 1:815(1)(b) by said percentage, rounding upward to the next cent, and adding this amount of cents to the existing living wage levels established under Sections 1:815(1)(a) and 1:815(1)(b). Prior to April 1 of each calendar year, the City will notify any covered employer of this adjustment by posting a written notice in a prominent place in City Hall, and, in the case of a covered employer that has provided an address of record to the City, by a written letter to each such covered employer.

2. FINANCIAL WARRANTY OF CONSULTANT

The Consultant warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

Consultant certifies that it has no personal or financial interest in the project other than the compensation it is to receive under this Agreement. Consultant certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this Agreement.

3. NOTICE

All notices and submissions required under this Agreement shall be by personal delivery or by first- class mail, postage prepaid, to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notice shall be considered delivered under this Agreement when personally delivered to the Sponsor or placed in the U.S. mail, postage prepaid to the Sponsor, care of the Public Services Department.

4. INSURANCE/INDEMNIFICATION

A. The Consultant shall procure and maintain during the life of this Contract, and during all applicable periods for statutes of limitations and repose, such insurance policies, including those set forth below, as will protect itself from all claims for bodily injuries, death or property damage which may arise under this Contract, whether the acts were made by the

Consultant or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required.

\$1,000,000 Each occurrence as respect Bodily Injury or Property
Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under V.A.3 and V.A.4 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Consultant shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30-day written notice of cancellation in favor of the City of Ann Arbor.

Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirement specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Consultant supplies a copy of the endorsements required on the policies. Upon request, the Consultant shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Consultant shall deliver proof of renewal and/or new policies to the Administering Department at least ten days prior to the expiration date. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communications from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- D. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V." Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- E. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, from any acts or omissions by the Consultant or its employees and agents occurring in the performance of this agreement.

5. STANDARD OF WORK/DISPUTES

Quality of Services under this Agreement shall be of the level of professional quality performed by professionals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Sponsor or Sponsor's Agent.

The Sponsor or Sponsor's Agent shall make decisions in writing on all claims of the Consultant and on all other matters relating to the execution and progress of the work or the interpretation of the Agreement.

6. RELATIONSHIP OF THE PARTIES

The parties of this Agreement agree that it **is** not a contract of employment but is a contract to accomplish a specific result. Consultant is an independent contractor performing services for the Sponsor. Nothing contained in this Agreement shall be deemed to constitute any other relationship between the Sponsor and the Consultant.

DATE 14-Jun-18
 TIME 8:36
 BY WDB/SAW
 FILE

RWY 6/24 RUNWAY EXTENSION ENVIRONMENTAL ASSESSMENT
 AIRPORT: ANN ARBOR MUNICIPAL AIRPORT
 PROJECT DESCRIPTION: RUNWAY 6/24 RUNWAY EXTENSION
 MEAD A/RUN/NT PROJECT NUMBER: 2708800-172467 01
 Date Last Revised: June 5, 2016

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 18361	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
Task 1 Project Management	\$0.850.00	\$18,048.86	\$3,986.67	\$20,845.53	\$0.00	\$20,845.53
Task 2 Early Agency Coordination	\$3,000.00	\$5,508.30	\$935.91	\$9,444.21	\$85.00	\$9,529.21
Task 3 EA Introduction Chapter	\$1,320.00	\$2,423.85	\$411.80	\$4,155.65	\$0.00	\$4,155.65
Task 4 EA Purpose and Need Chapter	\$3,216.00	\$5,964.80	\$1,003.30	\$10,124.20	\$0.00	\$10,124.20
Task 5 EA Alternatives Considered Chapter	\$3,972.00	\$7,262.89	\$1,238.15	\$12,504.14	\$0.00	\$12,504.14
Task 6 EA Affected Environment Chapter	\$1,410.00	\$2,588.80	\$439.88	\$4,438.78	\$0.00	\$4,438.78
Task 7 EA Environmental Consequences Chapter	\$21,096.00	\$38,734.37	\$6,981.34	\$66,811.71	\$35,810.00	\$102,721.71
Task 8 Cumulative Impacts	\$430.00	\$769.52	\$134.15	\$1,353.67	\$0.00	\$1,353.67
Task 9 Environmental Consequences - Other Conditions	\$328.00	\$598.57	\$101.70	\$1,026.27	\$0.00	\$1,026.27
Task 10 Draft EA	\$4,196.00	\$7,704.28	\$1,309.03	\$13,209.31	\$1,300.00	\$14,509.31
Task 11 Public Coordination	\$14,856.00	\$27,217.10	\$4,634.64	\$46,707.74	\$48,552.74	\$95,260.48
Task 12 Final EA & Finding of No Significant Impact	\$6,052.00	\$11,112.08	\$1,888.05	\$19,052.13	\$1,300.00	\$20,352.13
Task 13 Runway Justification Technical Report	\$5,044.00	\$9,261.29	\$1,573.56	\$15,878.87	\$0.00	\$15,878.87
TOTAL COST	\$74,748.00	\$137,244.81	\$23,319.20	\$235,312.01	\$40,280.00	\$275,592.01

TOTAL COST: \$275,592.01

	CLASSIFICATION RATE	SENIOR PROJ PLANNER	PROJECT PLANNING	PROJECT SCIENTIST	PROJECT PLANNER III	TECH N / SURVEY	CLERICAL
Task 1 Project Management		60	\$50.00	20	\$37.00	\$35.00	\$21.00
Task 2 Early Agency Coordination		14		6			4
Task 3 EA Introduction Chapter		2		0			4
Task 4 EA Purpose and Need Chapter		8		0			0
Task 5 EA Alternatives Considered Chapter		8		2			0
Task 6 EA Affected Environment Chapter		2		0			4
Task 7 EA Environmental Consequences Chapter		38		116			28
Task 8 Cumulative Impacts		5		0			4
Task 9 Environmental Consequences - Other Conditions		6		0			0
Task 10 Draft EA		65		8			0
Task 11 Public Coordination		6		0			0
Task 12 Final EA & Finding of No Significant Impact		6		0			0
Task 13 Runway Justification Technical Report		255		188			80
HOURS SUBTOTAL		255	372	188	847	80	269

LABOR	CLASSIFICATION:	SENIOR PROJ PLANNER	PROJECT PLANNING	PROJECT SCIENTIST	PROJECT PLANNER III	TECHN / SURVEY	CLERICAL
	RATE						
Task 1 Project Management		\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Previous Scoping Work		44	48	20			
Project Administration & Work Plans		24	8				
Sponsor/FAA Coordination and Status reports		12	12				
DIRECT LABOR COST	\$9,831.00	\$4,810.00	\$3,400.00	\$1,000.00	\$0.00	\$0.00	\$630.00

EXPENSES	AMOUNT
RENTAL CAR	\$0.00
HOTEL (NIGHTS)	\$0.00
AIRPLANE	\$0.00
MEALS (DAYPERSON)	\$0.00
WORKING DOCS/MTLS	\$0.00
WIND DATA	\$0.00
WORKBOOKS	\$0.00
TOTAL EXPENSES	\$0.00

TASK 1 - PROJECT MANAGEMENT COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8351	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
	\$9,830.00	\$18,048.86	\$3,066.67	\$30,945.53	\$0.00	\$30,945.53

LABOR	CLASSIFICATION:	SENIOR PROJ PLANNER	PROJECT PLANNING	PROJECT SCIENTIST	PROJECT PLANNER III	TECHN / SURVEY	CLERICAL
	RATE						
Task 2 Early Agency Coordination		\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Agency & Tribal Coordination		2	2	2	8	8	8
Distribution Letters and Maps		10	10	4	16	4	4
Kickoff Meeting & Preparation		2	2	4			
QA/QC		12	14	6	24	4	12
DIRECT LABOR COST	\$3,000.00	\$720.00	\$700.00	\$300.00	\$688.00	\$140.00	\$252.00

EXPENSES	AMOUNT
RENTAL CAR	\$65.00
HOTEL (NIGHTS)	\$0.00
AIRPLANE	\$0.00
24x36 DWGS	\$0.00
MEALS (DAYPERSON)	\$0.00
MEALS(PERSON)	\$20.00
WORKING DOCS/MTLS	\$150.00
WIND DATA	\$0.00
WORKBOOKS	\$0.00
TOTAL EXPENSES	\$85.00

TASK 2 - EARLY AGENCY COORDINATION COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8351	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
	\$3,000.00	\$5,508.30	\$335.91	\$9,444.21	\$85.00	\$9,529.21

LABOR	CLASSIFICATION	SENIOR PROJ PLANNER	PROJECT PLANNER/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECH IV / SURVEY	CLERICAL
Task 3 EA Introduction Chapter	RATE	\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Chapter Development & Revisions							
Exhibits & Graphics							
Data Collection							
QA/QC							
	DIRECT LABOR COST	\$1,320.00	\$500.00	\$170.00	\$552.00	\$141.00	\$156.00

EXPENSES	TOTAL EXPENSES
RENTAL CAR	\$0.00
HOTEL (NIGHTS)	\$0.00
AIRPLANE	\$0.00
24x36 DWGS	\$0.00
MEALS (DAY/PERSON)	\$0.00
MEALS(EA/PERSON)	\$0.00
WORKING DOCS/MTLS	\$0.00
WIND DATA	\$0.00
WORKBOOKS	\$0.00
TOTAL EXPENSES	\$0.00

TASK 3 -INTRODUCTION COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8361	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
	\$1,320.00	\$2,423.65	\$411.80	\$4,155.45	\$0.00	\$4,155.45

LABOR	CLASSIFICATION	SENIOR PROJ PLANNER	PROJECT PLANNER/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECH IV / SURVEY	CLERICAL
Task 4 EA Purpose and Need Chapter	RATE	\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Data Collection & Analysis							
Chapter Development & Revisions							
QA/QC							
	DIRECT LABOR COST	\$480.00	\$1,300.00	\$0.00	\$1,184.00	\$0.00	\$252.00

EXPENSES	TOTAL EXPENSES
RENTAL CAR	\$0.00
HOTEL (NIGHTS)	\$0.00
AIRPLANE	\$0.00
24x36 DWGS	\$0.00
MEALS (DAY/PERSON)	\$0.00
MEALS(EA/PERSON)	\$0.00
WORKING DOCS/MTLS	\$0.00
WIND DATA	\$0.00
WORKBOOKS	\$0.00
TOTAL EXPENSES	\$0.00

TASK 4 -PURPOSE AND NEED COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8361	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
	\$3,216.00	\$5,904.90	\$1,003.30	\$10,124.20	\$0.00	\$10,124.20

LABOR	CLASSIFICATION:	SENIOR PROJ PLANNER	PROJECT PLANNER/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECH IV / SURVEY	CLERICAL
	RATE						
Task 5 EA Alternatives Considered Chapter		\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Conceptual Alternatives Development		8	8				
Chapter Development & Revisions		4	4		24	24	4
Selection of the Preferred Alternative		4	8				
Impacts Evaluation		4		2			
QA/QC		16	22	2	24	24	4
DIRECT LABOR COST	\$3,972.00	\$860.00	\$1,100.00	\$100.00	\$888.00	\$840.00	\$84.00

EXPENSES	TOTAL EXPENSES:
RENTAL CAR	\$0.00
HOTEL (NIGHTS)	\$0.00
AIRPLANE	\$0.00
24x36 DWGS	\$0.00
MEALS (DAY/PERSON)	\$0.00
MEALS (E/PERSON)	\$0.00
WORKING DOCS/Mtls	\$0.00
WIND DATA	\$0.00
WORKBOOKS	\$0.00
TOTAL EXPENSES:	\$0.00

TASK 5 - DESCRIPTION OF ALTERNATIVES CONSIDERED	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8351	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 5 TOTAL	\$3,972.00	\$7,292.99	\$1,239.15	\$12,504.14	\$0.00	\$12,504.14

LABOR	CLASSIFICATION:	SENIOR PROJ PLANNER	PROJECT PLANNER/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECH IV / SURVEY	CLERICAL
	RATE						
Task 6 EA Affected Environment Chapter		\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Data Collection			4				
Chapter Development & Revisions		2					
Exhibits & Graphics		2					
QA/QC		2	4	0	20	4	10
DIRECT LABOR COST	\$1,410.00	\$120.00	\$200.00	\$0.00	\$740.00	\$140.00	\$210.00

EXPENSES	TOTAL EXPENSES:
RENTAL CAR	\$0.00
HOTEL (NIGHTS)	\$0.00
AIRPLANE	\$0.00
24x36 DWGS	\$0.00
MEALS (DAY/PERSON)	\$0.00
MEALS (E/PERSON)	\$0.00
TOTAL EXPENSES:	\$0.00

TASK 6 - AFFECTED ENVIRONMENT	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8351	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 6 TOTAL	\$1,410.00	\$2,588.90	\$439.88	\$4,438.78	\$0.00	\$4,438.78

LABOR	CLASSIFICATION:	SENIOR PROJ. PLANNER	PROJECT PLANNERS/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECH IV / SURVEY	CLERICAL
	RATE						
Task 7 EA Environmental Consequences Chapter		\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Air Quality		4	10		8	8	4
Biotic Resources				40	8	4	
Climate					2		
Coastal Zone Management/Coastal Barriers					1		
Section 4(f)					4		
Fairlands					4		
Farmlands					4		
Hazardous Materials					8		
Historical, Archeological, and Cultural Resources		4	24		40	8	8
Compatible Land Use					8		
Energy Supply and Natural Resources		8	16		100		
Noise and Noise Compatible Land Use					4		
Socioeconomic Impacts, Environmental Justice, Children's Environmental Health and Safety Risks		4	4	56	8	8	8
Visual Effects		16	16		1		
Water Resources (wetlands, floodplains, surface water...)		36	36	116	200	28	4
Waste Impacts							
CAOC							
DIRECT LABOR COST	\$21,995.00	\$2,160.00	\$1,800.00	\$1,836.00	\$7,474.00	\$307.00	\$852.00

EXPENSES	QUANTITY	RATE	TOTAL
RENTAL CAR	6	\$65.00	\$390.00
HOTEL (NIGHTS)	6	\$120.00	\$720.00
AIRPLANE	6	\$3,600.00	\$21,600.00
MEALS (DAY/PERSON)	6	\$30.00	\$180.00
MEALS(EA/PERSON)	0	\$10.00	\$0.00
ARCHAEOLOGICAL SUBCONSULTANT	1	\$10,750.00	\$10,750.00
AIR QUALITY SUBCONSULTANT	1	\$9,120.00	\$9,120.00
PHASE I ESA SUBCONSULTANT	1	\$11,050.00	\$11,050.00
TOTAL EXPENSES			19,810.00

TASK 7 - ENVIRONMENTAL CONSEQUENCES	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8361	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 7 TOTAL:	\$21,096.00	\$38,734.37	\$6,581.34	\$66,411.71	\$35,810.00	\$102,221.71

LABOR	CLASSIFICATION:	SENIOR PROJ. PLANNER	PROJECT PLANNERS/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECH IV / SURVEY	CLERICAL
	RATE						
Task 8 Cumulative Impacts		\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
data Collection & Review					2		
Chapter Development & Revisions					2		
PAF / SPONSOR Coordination							
Impacts Analysis & Documentation							
QA/QC							
DIRECT LABOR COST	\$430.00	\$240.00	\$0.00	\$0.00	\$148.00	\$0.00	\$42.00

EXPENSES	QUANTITY	RATE	TOTAL
RENTAL CAR	0	\$65.00	\$0.00
HOTEL (NIGHTS)	0	\$120.00	\$0.00
AIRPLANE	0	\$600.00	\$0.00
TOTAL EXPENSES:			\$0.00

TASK 8 - CUMULATIVE IMPACTS	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8361	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 8 TOTAL:	\$430.00	\$789.52	\$134.15	\$1,353.67	\$0.00	\$1,353.67

LABOR	CLASSIFICATION	SENIOR PROJ PLANNER	PROJECT PLANNER/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECH IV / SURVEY	CLERICAL
Task 9 Environmental Consequences - Other Conditions							
Data Collection & Review	RATE	\$50.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Chapter Development							
Impacts Documentation							
QA/QC							
DIRECT LABOR COST		\$120.00	\$0.00	\$0.00	\$165.00	\$0.00	\$21.00

EXPENSES	AMOUNT
RENTAL CAR	\$0.00
HOTEL (NIGHTS)	\$0.00
AIRPLANE	\$0.00
MEALS (DAY/PERSON)	\$0.00
TOTAL EXPENSES	\$0.00

TASK 9 TOTAL	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8351	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
	\$326.00	\$598.57	\$101.70	\$1,026.27	\$0.00	\$1,026.27

LABOR	CLASSIFICATION	SENIOR PROJ PLANNER	PROJECT PLANNER/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECH IV / SURVEY	CLERICAL
Task 10 Draft EA							
Document Preparation	RATE	\$90.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Document Revisions							
Document Printing & Distribution							
QA/QC							
DIRECT LABOR COST		\$90.00	\$1,000.00	\$400.00	\$1,332.00	\$0.00	\$504.00

EXPENSES	AMOUNT
DRAFT EA DOCUMENTS	\$1,000.00
DISTRIBUTION COSTS	\$300.00
WORKBOOKS	\$0.00
	\$0.00
	\$0.00
TOTAL EXPENSES	\$1,300.00

TASK 10 TOTAL	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8351	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
	\$4,196.00	\$7,704.28	\$1,309.03	\$13,209.31	\$1,300.00	\$14,509.31

LABOR	CLASSIFICATION	SENIOR PROJ PLANNER	PROJECT PLANNING/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECH IV / SURVEY	CLERICAL
Task 11 Public Coordination	RATE:	\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Public Hearing		8	8		16	16	16
Public Comment Log & Comment Resolution Matrix		40	40		80	80	80
Respond & Incorporate Past Public Comments (approx 650 comments)		8	20		80	80	20
		56	68	0	156	16	84
DIRECT LABOR COST	\$14,856.00	\$3,360.00	\$3,400.00	\$0.00	\$5,772.00	\$560.00	\$1,764.00

EXPENSES	QUANTITY	RATE	TOTAL
RENTAL CAR	1	\$65.00	\$65.00
HOTEL (NIGHTS)	1	\$120.00	\$120.00
AIRPLANE (HR)	1	\$600.00	\$600.00
WORKING DOCS/MEETING MATERIALS	20	\$50.00	\$1,000.00
	0	\$0.00	\$0.00
TOTAL EXPENSES			\$1,785.00

TASK 11 TOTAL:	DIRECT LABOR COST	OVERHEAD ON LABOR @ 65%	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
	\$14,856.00	\$27,277.10	\$4,634.64	\$46,767.74	\$1,785.00	\$48,552.74

LABOR	CLASSIFICATION	SENIOR PROJ PLANNER	PROJECT PLANNER/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECHIV / SURVEY	CLERICAL
	RATE						
Task 12 Final EA & Finding of No Significant Impact		\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Document Preparation		8	16	8	24		
Document Revisions		8	8	8	4		
FONSI/ROD Preparation		8	8	8	24		
Document Printing & Distribution		8	4	8	8		
QA/QC		8	4	8	8		
		16	24	16	60	0	32
DIRECT LABOR COST:	\$6,052.00	\$960.00	\$1,400.00	\$800.00	\$2,220.00	\$0.00	\$672.00

EXPENSES	QUANTITY	RATE	TOTAL
FINAL EA & FONSI DOCUMENTS	20	\$50.00	\$1,000.00
DISTRIBUTION COSTS	1	\$300.00	\$300.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
	0	\$0.00	\$0.00
TOTAL EXPENSES:			\$1,300.00

LABOR	CLASSIFICATION	SENIOR PROJ PLANNER	PROJECT PLANNER/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECHIV / SURVEY	CLERICAL
	RATE						
Task 12 Runway Justification Technical Report		\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Date Collection		2	8	8	24		
Current and Projected Operations		16	16	8	16		
Determine Critical Aircraft		8	4	12	12		
Runway Length Analysis		4	4	4	8		
Fleet Mix Analysis		4	4	4	8		
QA/QC		4	4	4	8		
		2	40	0	68	0	8
DIRECT LABOR COST:	\$5,044.00	\$960.00	\$2,000.00	\$0.00	\$2,516.00	\$0.00	\$168.00

EXPENSES	QUANTITY	RATE	TOTAL
RENTAL CAR	0	\$65.00	\$0.00
HOTEL (NIGHTS)	0	\$120.00	\$0.00
AIRPLANE (HR)	0	\$60.00	\$0.00
MEALS (PERSON)	0	\$30.00	\$0.00
	0	\$9.00	\$0.00
TOTAL EXPENSES:			\$0.00

LABOR	CLASSIFICATION	SENIOR PROJ PLANNER	PROJECT PLANNER/ENG	PROJECT SCIENTIST	PROJECT PLANNER III	TECHIV / SURVEY	CLERICAL
	RATE						
Task 13 Final EA & Finding of No Significant Impact		\$60.00	\$50.00	\$50.00	\$37.00	\$35.00	\$21.00
Document Preparation		8	16	8	24		
Document Revisions		8	8	8	4		
FONSI/ROD Preparation		8	8	8	24		
Document Printing & Distribution		8	4	8	8		
QA/QC		8	4	8	8		
		16	24	16	60	0	32
DIRECT LABOR COST:	\$6,052.00	\$960.00	\$1,400.00	\$800.00	\$2,220.00	\$0.00	\$672.00

ATTACHMENT "D"

**SKETCHES SHOWING LOCATION OF WORK TO BE
PERFORMED AS PART OF THIS AGREEMENT**

(None)

EXHIBIT "E"
SCOPE OF SERVICES
ENVIRONMENTAL ASSESSMENT
ANN ARBOR MUNICIPAL AIRPORT, ANN ARBOR, MI
RUNWAY 6/24 EXTENSION

June 5, 2018

The Ann Arbor Municipal Airport (Sponsor or Airport), is considering an extension of Runway 6/24 (primary runway) to meet the fleet mix needs of the Airport. The proposed action would shift the primary runway 150 feet to the southwest and extend the existing 3,505-foot runway to meet the requirements of existing users.

It is the intentions of the Sponsor, the Michigan Department of Transportation, Office of Aeronautics (AERO), and the Federal Aviation Administration (FAA) to complete this proposed action as quickly as possible while meeting the requirements of the National Environmental Policy Act (NEPA).

This Scope is also written to address ongoing direction from the Sponsor, the FAA, AERO, and in particularly the 2017 FAA comments on the 2016 Draft Environmental Assessment (EA). While not every individual 2017 FAA comment is specifically called out in the following Scope items, each section below is intended to be holistic in its approach and will address individual FAA comments and satisfy NEPA requirements once completed.

To proceed with the proposed action, an EA is necessary to further define and analyze potential impacts of the proposed action and evaluate reasonable alternatives. This EA will also be developed to determine whether any potential impacts are significant enough to necessitate an Environmental Impact Statement (EIS). Analysis will be conducted pursuant to the NEPA, FAA Orders 5050.4B and 1050.1F, 42 U.S.C. 4332(2)(c), 49 U.S.C. 303, 23 U.S.C. 138, and the Council on Environmental Quality (CEQ) guidelines.

This Scope is written in a format that meets the requirements of FAA Order 1050.1F and 5050.4B. Where applicable, certain sections have been modified to address local issues and concerns related to the proposed Airport development action. Likewise, the EA document will follow FAA Order 1050.1F and 5050.4B and be written in terms easily understood by the public.

Major development items, which will be covered in this EA include:

- Extend Runway 6 by 795 feet
- Shift Runway 6/24 by 150 feet to the southwest
- Extend parallel Taxiway A to match Runway 6 extension
- Extend runway and taxiway lighting and guidance signage
- Relocate/reconstruct FAA owned Runway 6 Runway End Identifier Lights (REILS)
- Remove FAA owned and decommissioned Runway 24 Omni-Directional Approach Lights (ODALs)

The following sections present an outline of the tasks necessary to prepare the EA. A brief discussion of each task is noted below, along with the general format anticipated for the final environmental document. For the purposes of scoping, it is assumed that the project will take approximately 12 months to complete following the receipt of the Notice to Proceed (NTP), including public and agency reviews.

Meetings, site visits, and teleconferences associated with each task will be combined with other tasks when possible in order to reduce project expenses and streamline the schedule.

Due to the complex nature of the project, it is important to have a single point of contact (POC) representing the Airport, AERO, the FAA, and the Consultant Team as outlined below. This Scope assumes that for document/report reviews and edits, the POC for each organization will collect, organize, and compile all the comments from other reviewers within their organization into a single consolidated set of comments. This process will streamline the overall project flow and provide for a more refined review of the various documents that will be developed (chapters, brochures, technical reports, etc.). The POC for each organization is:

- Airport Primary Point of Contact: Matt Kulhanek
- AERO Primary Point of Contact: Steve Houtteman
- FAA Primary Point of Contact: Aaron Comrov
- Consultant Team Primary Point of Contact: Bill Ballard

Task 1 Project Management

Project management is a set of interrelated actions and processes performed by the Consultant Team to identify, assemble and deploy appropriate resources to complete the EA. The Consultant Team includes:

- Mead & Hunt, Inc. (prime)
- Lawhon & Associates (hazardous materials, archeology)
- Synergy Consultants (air quality)

Individual subconsultant contracts can be found at the end of this Scope.

This task defines the project management, project coordination, communication efforts, and quality controls to be implemented. This approach provides routine and timely coordination between the Sponsor, AERO, the FAA, and the Consultant Team. Project management tasks will continue throughout the entire project schedule. Project management is divided into the following subtasks:

- Project Scoping
- Project Administration
- Sponsor/AERO/FAA Coordination and Status reports

1. Project Scoping: Initial coordination to develop a solid understanding of the project was necessary to develop an appropriate Scope. This Scope was developed with input from the Sponsor, AERO, and the FAA, as well as comments received from previous meetings. This task includes coordination with subconsultants to create a Scope that meets the needs of the Sponsor, AERO, and the FAA. Scoping efforts completed prior to the actual contract execution will be reimbursed as part of Task 1

Project Management.

Assumptions: None

Meetings: Four teleconference calls with the Airport, FAA, AERO, and the Consultant Team to review comments on Scope and fee.

Deliverables: The Consultant will provide the Sponsor with a Scope and fee for consideration and adoption as part of the contract for the project.

2. Project Administration: Project administration is an ongoing internal process to track project milestones, schedule and budget. Project administration duties include:

- Developing and documenting project work plans
- Organizing the project
- Launching project activities
- Monitoring and controlling the project direction to achieve results
- Managing/mitigating risks and solving challenges
- Invoicing and monitoring project budget.

Assumptions/Meetings: None

Deliverables: The Project Manager will prepare work plans, schedules, and documentation of project milestones as needed.

3. Sponsor/AERO/FAA Coordination and Status Meetings: The purpose of this task is to maintain control of the project's strategic direction and progress and to facilitate communication and concurrence between the Sponsor, AERO, and the FAA. This will be accomplished through monthly scheduled coordination meetings with the Sponsor, AERO, and the FAA.

Assumptions: None

Meetings: The Project Manager will organize and conduct monthly Sponsor/AERO/FAA coordination briefings. Up to 12 Sponsor/AERO/FAA coordination meetings via teleconference are included in this Scope.

Deliverables: Minutes of the monthly Sponsor/AERO/FAA Coordination meeting.

Task 2 Early Agency Coordination

The Consultant Team will conduct early coordination with various federal, state and local regulatory agencies to facilitate a dialog regarding the proposed action. The goal of the early coordination process is to engage the agencies who will be evaluating the EA document to give them an opportunity to provide guidance as it relates to their particular area of responsibility and jurisdiction. Tribal coordination is also included in this task and is the responsibility of FAA.

Previous agency coordination will be reviewed, and new coordination will be conducted where it is determined past data or findings have expired. The results of the early coordination efforts will be referenced in the EA and included in the appendices.

The Consultant Team will prepare the necessary letters and maps for agency and tribal coordination. All materials will be provided to the Airport, FAA, and AERO for approval prior to distribution.

Assumptions: The following assumptions are associated with this task:

- The Sponsor will provide previous agency coordination letters and findings.
- The FAA will conduct tribal coordination and letter distribution.

Meetings: One early agency kickoff meeting with the Sponsor, AERO, the FAA, the Consultant Team, and interested resource/regulatory agencies.

Deliverables: Appropriate letters and maps for resource agency and tribal coordination.

Task 3 EA Introduction Chapter

This chapter of the document will state that the EA has been developed in accordance with the requirements of Title V of Public Law 97-248 of the Airport and Airway Improvement Act of 1982, as amended, as well as FAA Order 5050.4B and FAA Order 1050.1F.

A statement will be included in this chapter explaining that public comments made on past versions of the EA were considered and incorporated into this new EA, where appropriate. An appendix will also be created that categorizes past public comments by topic and provides an individual response and/or directs the reader to where the comment was addressed in the new EA. The proposed appendix is intended to acknowledge the project history and past public concerns, illustrating how previous public comments influenced the development of new EA.

The Introductory chapter will include:

- A summary of the proposed action
- Explanation of the State Block Grant Program (SBGP) and the FAA's and AERO's respective roles and responsibilities
- Project goals, objectives, and expected ancillary benefits
- Project history and past efforts
- Project's general social, economic, and environmental context
- List of expected federal, state, and local roles and regulatory approvals
- An explanation of funding and funding sources
- Figures and maps illustrating the location of the project, Airport property boundaries, and existing Airport facilities
- Summary of critical aircraft and use
- Summary of current and projected Airport operations

- Summary of current and projected fleet mix.

Assumptions: All documents and data necessary to construct the Introduction chapter will be obtained from previous planning and environmental studies (i.e. 2016 EA), previous FAA comments dated February 17, 2017, and/or information provided by the Sponsor.

Meetings/ Deliverables: None

Task 4 EA Purpose and Need Chapter

The Purpose and Need chapter of the EA will describe the proposed action, funding eligibility, and justification to support it. This chapter of the EA is the foundation of the document. The Consultant Team will develop a clear and concise Purpose and Need statement based on the findings of the 2016 Draft EA, FAA comments dated February 2017, the results of the Runway Justification Technical Report described in Task 13, as well as other documents and information, as applicable.

Utilizing the planning documentation described above, the Consultant will document the need for and reasoning behind the proposed Airport actions. The final Purpose and Need statement for the proposed action will be used for determining the “reasonableness” of development alternatives. Any alternative that does not meet the Purpose and Need will be eliminated with an accompanying explanation of why the discounted alternatives were not carried forward.

The Purpose and Need chapter of the EA document will be supported by the use of figures and/or the use of appendices and is expected to include the following sections:

- Project purpose
- Project need
- Requested federal action
- Description of the proposed action
- Current schedule of the project.

The Consultant will develop and distribute paper and electronic copies of the draft Purpose and Need chapter for review and comment by the Sponsor, AERO, and the FAA. Following review and concurrence, the draft Purpose and Need will be revised and finalized. This chapter is considered a project milestone in the overall success of the project.

Assumptions: The following assumptions are associated with this task:

- It is assumed that the above referenced documents will be sufficient justification to satisfy NEPA requirements. However, if additional justification is deemed necessary, the Consultant Team will require either an amendment to this Scope to provide additional analysis or the Sponsor will provide the information.
- This Scope assumes that the proposed action does not substantially increase capacity but is meant to meet the needs of existing users and increase the utility of the Airport.
- Two rounds of edits to finalize the Purpose and Need chapter are included in this Scope.

Meetings: The Consultant Team will conduct up to three teleconferences to obtain necessary data and address AERO, FAA, and Sponsor comments on the draft Purpose and Need chapter.

Deliverables: The Consultant Team will develop and distribute the draft Purpose and Need chapter to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and approval, the draft Purpose and Need chapter will be revised, finalized and incorporated into the EA document.

Task 5 EA Alternatives Considered Chapter

As required by FAA Order 1050.1F, the Alternatives Considered chapter will “present the environmental impacts of the proposed action and reasonable alternatives in comparative form to define the issues and provide adequate information to provide a clear basis for the choice of the Preferred Alternative”.

Build Alternatives evaluated in this chapter are limited to three Build Alternatives and the No Action Alternative. Build Alternatives will be developed from the results of the Runway Justification Technical Report described in Task 13.

Other alternatives (new airport location and use of other airports in the vicinity) will be developed from previous planning documents including the 2016 EA, the current Airport Layout Plan (ALP), and the Runway Justification Technical Report, as applicable.

Analysis will include a short description of each alternative being considered along with a general overview of any potential social, economic, or environmental (SEE) impacts. Also identified in this section will be federal, state, and local rules and regulations and special permits that may pertain to each alternative. Alternatives will be developed in sufficient detail to allow an evaluation and comparison in terms of cost and operational, safety, and environmental factors. Each alternative will be depicted within the document by graphic representation in either figure or appendix form.

Environmental impacts described in this chapter will be preliminary in nature and will not include field investigations or technical studies. Anticipated environmental impacts of the various alternatives will be based on cursory review of readily available online data sources and/or otherwise clear and obvious impacts.

The chapter will provide the following information for each alternative:

- Cursory review of anticipated environmental impacts
- Advantages and disadvantage
- Estimated construction costs
- Comparison/contrast of alternatives
- Impact matrix table
- Explanation of why alternatives were dropped from further consideration.

The anticipated content for this chapter of the EA includes:

- General discussion of the Alternatives Considered process

- New airport location
- Use of other airports in the vicinity
- No Action Alternative
- Analysis of Build Alternatives (no more than three alternatives)
- Selection of the Preferred Alternative.

At the conclusion of this chapter, one Build Alternative will be selected and carried forward into the Environmental Consequences chapter of the EA as the Preferred Alternative for additional analysis along with the No Action Alternative. The selection of a Preferred Alternative is a milestone in the development of the EA and will require AERO, FAA, and Sponsor concurrence.

The Consultant will develop and distribute paper and electronic copies of the draft Alternatives Considered chapter for review and comment by the Sponsor, AERO, and the FAA. Following review and concurrence, the draft Alternatives Considered chapter will be revised and finalized.

Assumptions: The following assumptions are associated with this task:

- Sponsor, AERO, and FAA review and concurrence of the Alternatives Considered chapter prior to moving to Task 6 EA Affected Environment Chapter.
- Time for two rounds of edits to address comments on the draft Alternatives Considered chapter is included in this Scope.

Meetings: The following meetings are associated with this task:

- The Consultant Team will conduct up to three teleconferences to obtain necessary data and address AERO, FAA, and Sponsor comments.

Deliverables: The Consultant Team will develop and distribute the draft Alternatives Considered chapter to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and concurrence, the Alternatives Considered chapter will be revised, finalized and incorporated into the EA document.

Task 6 EA Affected Environment Chapter

The purpose of this chapter is to provide the reader with an overall view of the proposed action and the community setting in which it will take place. The Consultant Team will prepare this chapter based on guidance from FAA Order 1050.1F and relevant data obtained from past planning documents and any previous environmental studies. This chapter will briefly describe likely impacts of the Preferred Alternative on each resource category listed in FAA Order 1050.1F and described in Task 7 EA Environmental Consequences. Appropriate use of graphics and tables will be implemented to aid in the understanding of the Affected Environment.

The anticipated content for this section of the EA document includes:

- Introduction
- Airport location and history

- Existing Airport facilities:
 - Airfield facilities
 - Support facilities
- Resources not affected by the Preferred Alternative
- Resources potentially affected by the Preferred Alternative
- Past, present, and reasonably foreseeable future actions
- Existing and planned land use and zoning (including existing noise levels)
- Demographic information and growth statistics
- Agricultural, industrial and commercial characteristics
- Environmental characteristics of the area
- Contemplated future actions
- Other federal or federally-assisted activities

The Consultant Team will develop and distribute paper and electronic copies of the draft Affected Environment chapter for review and comment by the Sponsor, AERO, and the FAA. Following review and concurrence, the draft Affected Environment will be revised and finalized. This task is considered a project milestone in the overall success of the project.

Assumptions: The following assumptions are associated with this task:

- Sponsor, AERO, and FAA review and concurrence on the Affected Environment chapter prior to moving to Task 7 EA Environmental Consequences chapter.
- Two rounds of edits to address comments on the draft Affected Environment are included in this Scope.

Meetings: None

Deliverables: The Consultant Team will develop and distribute the draft Affected Environment chapter to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and concurrence, the draft Affected Environment chapter will be revised, finalized and incorporated into the EA document.

Task 7 EA Environmental Consequences Chapter

This task will include an analysis of the study area to determine whether the Preferred Alternative will have a significant impact on any of the environmental categories outlined in FAA Order 1050.1F and FAA Order 5050.4B. Also included in this chapter will be a brief description of the alternatives development process including alternatives considered and reasons why they were dismissed. The No Action Alternative will also be carried forward into this chapter.

Each impact category listed below will include an analysis of potential construction impacts such as construction noise, dust generation, traffic disruptions, air and water quality effects, or wildlife disturbances. Discussions will include a general description of construction activities and measures to minimize potential impacts. Reference to FAA Advisory Circulars 150/5370-10C, 150/5370-2E and other

regulations applicable to noise and air will be included. All required state and local construction permits will be included in each category.

At the end of each impact category, a summary paragraph will be provided that describes the overall impacts and required mitigation. Federal, state, and local rules and regulations that pertain to each category and any special permits required will also be listed.

At the conclusion of Environmental Consequences chapter, a comprehensive mitigation summary table will be created that lists the expected impacts and proposed mitigation including BMPs of the Preferred Alternative on each individual NEPA category.

The completion of this chapter is considered a project milestone. Various impact categories in this chapter require Airport, FAA, and AERO review and concurrence before incorporating the findings and results into the overall EA project. Where concurrence is requested, it is noted below.

A summary of the impact categories and the associated work tasks are listed in the following pages.

- a. Air Quality – According to the US Environmental Protection Agency's (USEPA) Greenbook, Washtenaw County is designated as in attainment for all criteria pollutants with the exception of the fine particulates (PM_{2.5}), where it is designated as maintenance due to a prior exceedance of the US National Ambient Air Quality Standards (NAAQS). Because the proposed runway extension constitutes a federal action, NEPA and the US Environmental Protection Agency's (USEPA) General Conformity (GC) rule (40 CFR Part 93) compliance will be required.

For PM_{2.5}, there is an annual standard and a 24-hour standard. The 2012 PM_{2.5} standard revised the 2006 annual PM_{2.5} standard. Washtenaw County was maintenance for the 1997 standard, which was revoked by the 2006 standard. However, Washtenaw County was designated as maintenance in 2013 for the 24-hour standard. The EA will include a brief description of the evolution of the NAAQS and the attainment/nonattainment designation of the region.

The Consultant Team will also prepare an emissions inventory documenting the emissions of criteria pollutants associated with the proposed Airport improvements reflecting both operating emissions and construction emissions. The operating emissions inventory will be prepared using the FAA's Aviation Emissions Design Tool (AEDT) and will reflect only those Airport sources that would change with the proposed action (aircraft taxing to the new/extended end of the runway).

In addition to the operations emissions inventory, a construction emissions inventory will be prepared. Both combined emissions inventories will show the tons per year of emissions of carbon monoxide (CO), nitrogen oxides (NO_x), volatile organic compounds (VOC), sulfur oxides (SO_x), fine particle matter of 2.5 microns or less (PM_{2.5}), and course particulate matter of 10 microns or less (PM₁₀). Any lead emissions evaluation will follow USEPA protocol.

This task involves generating an emissions inventory for future conditions with and without the project. It is anticipated that following conditions will be evaluated:

- Base Year (no project – existing conditions)
- 5 years in the future (no project and with project)

Because the AEDT model is used to evaluate both aircraft noise and emissions, the same runs will be used as for the noise analysis described in Section k below.

Default data for ground support equipment will be used as well as aircraft engine types, and aircraft operating time in mode. Construction equipment will be estimated using the Airport Cooperative Research Program ACEIT tool, as well as for estimating emissions; ACEIT relies upon the USEPA MOVES model for emission factors.

Assumptions: The following assumptions are associated with this task:

- If Airport specific taxi data is not available, default data will be used for the No Action Alternative. All default data will be reviewed with the Sponsor prior to use.
- Taxi distances with the Preferred Alternative will be estimated based on a change in the distance to the new runway end (using the runway use identified for noise) and assuming a 15-knot taxi speed. The No Action Alternative taxi time will be adjusted based upon this change in taxi time in mode.
- AEDT will be used, and the data set generated for aircraft noise will also be used for emissions.
- The data set generated for aircraft noise will also be used for emissions.
- ACEIT, which relies on the USEPAs MOVES model will be used to estimate emissions.
- Hazardous air pollutants will not be evaluated.
- A dispersion analysis will not be prepared.
- Assumes no need of transportation conformity analysis.
- One round of edits to address comments on the draft Air Quality Technical Report are included in this Scope.

Meetings: None

Deliverables: The Consultant Team will develop and distribute the draft Air Quality Technical Report to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and concurrence, the draft Air Quality Technical Report will be revised, finalized and incorporated into the EA document.

- b. Biotic Resources (including fish, wildlife, and plants) – Biological resources include plants (vegetation), animals (wildlife) and the habitats where they occur. Habitats are the resources and conditions that support the continuous existence of plants or animals in any particular area.

Together, biological resources form ecosystems, which are dynamic and respond over time to changes in the environment, whether natural or human-induced.

Section 7 of the Endangered Species Act (ESA) requires federal agencies to consult with the United States Fish and Wildlife Service (USFWS) in order to ensure that any action authorized, funded or carried out by such agency is not likely to jeopardize the continued existence of an endangered or threatened species or result in the destruction or adverse modification of such species' designated critical habitat.

As part of the biotic resources evaluation, potential impacts to biotic communities will be characterized by type, quantified, and discussed in relation to potential impacts of the Preferred Alternative. Coordination will be conducted with the appropriate federal, state, and local resource agencies (including the Audubon Society) regarding potential impacts to fish, wildlife, and plant resources and potential mitigation measures. Only species identified by the resource agencies will be evaluated for threatened and endangered (T&E) impacts.

To evaluate biotic impacts, the Consultant Team will conduct a field review of the project area to assess the potential impacts on T&E species and any other identified state or federally threatened, endangered, or special concern flora and fauna species in the area of potential effect (APE). During the field review, biologists will also observe and document the presence of other wildlife and in particular geese, to establish a baseline of potential biotic impacts from the Preferred Alternative. The findings of a Wildlife Hazard Site Visit (WHSV) as described in Section i Compatible Land Use, will be incorporated in this section where appropriate.

Following field work and agency coordination, the Consultant Team will prepare a Biotic Assessment Technical Report that will include findings, habitat maps, species lists, species descriptions, and habitat preferences. The Biotic Technical Report will make recommendations for minimizing, avoiding, and mitigating impacted species. The report will also address potential direct and indirect impacts to identified species adjacent to the project area.

Federal agencies must comply with the Migratory Bird Treaty Act (MBTA) which prohibits the intentional "take" of any migratory bird, their eggs, or nests without a permit pursuant to 50 CFR 21. "Take" is defined by the MBTA as to: "pursue, hunt, shoot, wound, kill, trap, capture, or collect." An analysis of potential migratory bird impacts will also be included in the EA.

Assumptions: The following assumptions are associated with this task:

- This Scope assumes that no formal Section 7 Consultation or the development of species specific mitigation plans will be required beyond initial agency coordination.
- Since the extent of studies or surveys that may be necessary to address this category are unknown, any required studies beyond the previously mentioned standard biotic species survey will be considered outside of the Scope and will require an amendment to the contract.
- No upload of any identified habitat mapping into the FAA's Airports Geographic

Information System (AGIS) is included in this Scope

- One round of edits to address comments on the draft Biotic Technical Report are included in this Scope.

Meetings: It is anticipated that two site visits will be needed to complete field work associated with the biotic impact assessment.

Deliverables:

- A Biotic Technical Report describing the characteristics of the flora and fauna in the project area including the results of analysis, agency coordination and subsequent mitigation.
 - The Consultant Team will develop and distribute the draft Biotic Technical Report to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and concurrence, the draft report will be revised, finalized and incorporated into the EA document.
- c. Climate – The FAA has not established a significance threshold for climate impacts, however, climate change and greenhouse gases are a growing concern for the aviation industry. Information will be used from the air quality analysis to determine the potential for climate impacts. Given that aviation activity at the Airport relative to aviation activity throughout the United States is minor, it is anticipated that a summary statement concluding that air quality impacts or greenhouse emissions are not expected to be significant from the construction of the Preferred Alternative.

Assumptions: This Scope assumes that a formal climate change / greenhouse gas emissions inventory is not required.

Meetings/Deliverables: None

- d. Coastal Zone Management/Coastal Barriers - The Consultant will coordinate with the Michigan Department of Environmental Quality (MDEQ) to determine if the Airport is subject to any coastal resources management requirements. No impacts are expected, however, if a potential impact is identified, additional mitigation measures will be developed under a separate contract.

Assumptions/Meetings/Deliverables: None

- e. Section 4(f) – Section 4(f) refers to the use of publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance or land from a historic site of national, state, or local significance as determined by officials having jurisdiction. Use of these properties is not permitted unless there is no other feasible or prudent alternative available.

The Consultant Team will identify potential Section 4(f) resources and coordinate with owners of

the properties to determine the potential for and extent of direct and indirect impacts. The Consultant Team will also evaluate the potential for noise impacts which may result in constructive use (both construction and Airport related) on any identified Section 4(f) properties.

Assumptions: This Scope assumes that the Preferred Alternative will not result in a direct taking or constructive use of Section 4(f) property. If Section 4(f) properties are affected and it is determined that a formal Section 4(f) evaluation is necessary, this Scope will be amended.

Meetings/ Deliverables: None

- f. Farmlands – The Farmland Protection Policy Act (FPPA) regulates federal actions with the potential to convert farmland to non-agricultural uses. The Consultant Team will perform an analysis of farmland impacts for the Preferred Alternative and will include measures to minimize impacts to farmland, including adjustments to the Build Alternatives and exploration of opportunities to retain agricultural use on land needed for the proposed action.

To determine the extent of potential farmland impacts, farmland values will be identified based upon the criteria of the Farmland Protection Policy Act (FPPA). Prime and unique farmland soils will be identified with data and information from the U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

If directed by the NRCS, the Consultant Team will prepare an AD-1006 form “*Farmland Conversion Impact Rating*” to determine the extent of each alternative’s impact to farmland. The Consultant Team will coordinate the results of the AD-1006 form with the NRCS for concurrence.

Assumptions/Meetings: None

Deliverables: Completed AD-1006 Farmland Conversion Impact Rating form.

- g. Hazardous Materials – A Phase I Environmental Site Assessment (ESA) for areas of potential ground disturbance associated with the Preferred Alternative will be completed. This effort is intended to produce an ESA for property that meets the requirements of ASTM E1527-13, All Appropriate Inquiries (A.A.I.), and FAA Order 1050.19B Environmental Due Diligence Audits in the Conduct of FAA Real Property Transactions.

The Phase I ESA Technical Report will describe the methodology used and include:

Historical Review: A review of the site’s historical uses will be made by interviewing the current owner or owner’s representative knowledgeable about operations conducted historically at the site. As necessary, the Consultant Team will review standard historical sources such as city or township records, maps, city directories, aerial photographs, and personnel.

Site Reconnaissance: A visual inspection of the sites will be made to examine the property for surface evidence of potential fill, dumping areas, stained soils, or activities that may be an environmental concern including the presence of underground storage tanks.

Review of State and Local Records: A review of available government lists concerning existing and potentially contaminated sites within the vicinity of the properties. Where necessary to determine potential impacts, a more extensive review of federal, state, and local files may be needed.

Field investigations: Field investigations are limited to areas of potential ground disturbance. No field investigations are proposed outside of potential ground disturbance areas. However federal, state, and local hazardous waste databases will be reviewed for the greater project area.

Assumptions: The following assumptions are associated with this task:

- This Scope does not include work beyond the requirements of a Phase I ESA. A Phase II ESA is not included. If a Phase II ESA is required, it will be added by amendment.
- If hazardous materials are identified and necessitate the development of mitigation plans or additional technical analysis, an amendment to this Scope will be required.
- One round of edits to address comments on the draft Phase I ESA Report are included in this Scope.

Meetings: One field visit to collect data and perform necessary analysis in and around the Airport.

Deliverables: The Consultant Team will develop and distribute the draft Phase I ESA Technical Report to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and concurrence, the draft Phase I ESA Technical Report will be revised, finalized and incorporated into the EA document.

- h. Historical, Architectural, Archaeological, and Cultural Resources – Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to consider the effects of their actions on historic properties as defined in 36 CFR Part 800. The Consultant Team will conduct an analysis for any historical, architectural, and archaeological resources within the APE. Project notification will also be sent to Native American tribes with interest in the project area (responsibility of FAA). At the conclusion of the above-ground and below-ground analysis, a Section 106 Report will be completed and submitted (via AERO) to the Michigan State Historic Preservation Office (SHPO) for concurrence.

Prior to initiating fieldwork, preliminary coordination will be conducted with AERO, the FAA

and the SHPO to confirm work Scope and methodology. The APE for archaeological, architectural and historical resources will be determined in consultation with AERO, the FAA and the SHPO and may include areas off Airport property.

Above-ground Resources: The identification of above-ground cultural resources and an analysis of potential effects is a critical element in the environmental review process. The Consultant will complete an architectural and historical resources reconnaissance survey for properties within the APE. Properties within the 65 DNL noise contour for the Preferred Alternative will also be assessed.

Below-ground Resources: A Phase I Archaeological Survey will be completed for areas within the APE that have not been previously disturbed but are anticipated to be impacted by construction activities. This effort is intended to meet the requirements of Section 106 of the National Historic Preservation Act as it relates to below-ground resources.

Below-ground resource investigations will involve three tasks: (1) preliminary research, including a literature, records, and map search; (2) field investigations; and (3) artifact analysis and reporting (if required). Before fieldwork begins, a standard records and literature search will be conducted to identify previously recorded archaeological sites and/or historic properties in or near (within 2 km) the project area. Following the records search, standard archaeological field techniques will be employed. The field investigation will combine visual inspection of ground surfaces and systematic shovel testing (if required).

Assumptions: The following assumptions are associated with this task:

- Project notification will be sent by the FAA to Native American tribes with interest in the project area.
- If through the Section 106 process it is found that above- or below-ground resources are potentially eligible for the National Register or development of mitigation plans are required, eligibility submissions and mitigation plans will be achieved through an amendment to this Scope.
- The below-ground APE for field investigations and shovel probes is assumed to be locations of proposed ground disturbing activities of the Preferred Alternative. The APE for literature and record searches will be limited to two kilometers (2 km) or less from the project area.
- No artifact curation costs are included in this Scope. Should artifact curations be needed, it will be added by amendment.
- Two rounds of edits to finalize the Section 106 Report are included in this Scope.

Meetings: The following meetings are associated with this task:

- The Consultant Team will conduct up to four teleconferences to obtain necessary data and address AERO, the FAA and Sponsor comments on

the Section 106 report.

- The Consultant Team will conduct up to two teleconferences with SHPO during the Section 106 submittal process.
- It is anticipated that two days on-site will be needed to complete the field work necessary to conclude the Section 106 investigations.

Deliverables: The Consultant Team will develop and distribute the draft Section 106 Report to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and approval, the draft Section 106 Report will be revised, finalized and submitted to the SHPO for concurrence.

- i. Compatible Land Use – This task will review the impacts the project may have on existing and planned land uses in the vicinity of the Airport. Reviews typically include noise, air quality, wetlands, floodplains or any other impact which may potentially influence surrounding land use. Potential impacts will be evaluated to determine whether any individual or combination of impacts exceeds a threshold of significance.

Two forms of compatible land use will be specifically considered for the No Action and Preferred Alternative. First, compatibility of the noise exposure for each alternative will be assessed. Secondly, the compatibility of the proposed action relative to land use plans will be assessed.

An overview of local governmental agencies with jurisdiction within the study area will be provided, and an evaluation will be prepared to analyze the consistency of the project with the plans of those public agencies authorized by the state to plan for the development of the area surrounding the Airport.

Noise contours for each alternative (No Action and the Preferred Alternative) will be compared to existing and future land uses for comparison to FAA noise compatibility guidelines, and for indirect effects on sensitive users. The Consultant Team will determine the type and number of noise sensitive facilities impacted by each contour and provide a comparison of impacts. Noise sensitive areas, such as residential, educational, health, and religious structures and sites, and parks, recreational areas, wildlife refuges, and cultural and historical sites will be identified and assessed.

An examination by the Consultant Team of potential wildlife hazards associated with the proposed action will be completed. Potential impacts will be assessed consistent with FAA Advisory Circular 150/5200-33B, Hazardous Wildlife Attractants on or Near Airports.

Additionally, this task will also include a WHSV performed by a USDA certified airport wildlife biologist and managed by AERO. The results of the WHSV will assess the potential of a decrease, increase, or no change in wildlife hazards in relationship between airport

operations and existing wildlife.

Assumptions: The WHSV will be performed by the USDA in coordination with AERO and the Sponsor. The subsequent finalized technical report will be provide to the Consultant Team by AERO to be included in the EA document.

Meetings/Deliverables: None

- j. Energy Supply and Natural Resources – This section addresses changes in energy demands and natural resource consumption at the Airport as a result of the proposed action. Based upon previous experience, it is assumed that no studies will be required for this category. A brief narrative explaining this category and the reasons for limited impacts will be provided.

Assumptions/Meetings/Deliverables: None

- k. Noise and Noise Compatible Land Use - According to FAA Order 5050.4B, any project that involves a new Airport location, runway location, major runway extension, or runway strengthening may require a noise analysis. As such, the potential for noise impacts as a result of the proposed action will be examined through identifying existing noise levels, modeling future noise levels, and evaluating the findings based upon approved FAA guidelines for land use compatibility determinations.

Based on the aviation activity forecasts from the Runway Justification Technical Report (described in Task 13), noise contours will be developed using the latest version of the FAA's AEDT software. The following conditions will be evaluated:

- Base Year (no project – existing conditions)
- 5 years in the future (no project and with project)

Recommended noise model inputs will be vetted in coordination with Airport, and it is expected that Airport staff approval will be provided prior to AEDT data entry. Inputs to be evaluated include the following:

- Baseline and forecasted operations
- Runway utilization:
 - Percent arrivals, departures, and touch-and-goes per runway end
- Aircraft fleet mix
- Day/night splits
- Flight track locations and dispersal requirements
- Groupings of aircraft with the same Aircraft Noise Profile. (If aircraft to be modeled are not represented in the AEDT, the FAA will be contacted for their preferred substitution aircraft.)

This Scope assumes that only two alternatives will be brought forward into the EA for analysis, the No Action Alternative and the Preferred Alternative. Noise contours will be

compared to the existing conditions and the FAA noise compatibility guidelines contained in FAR Part 150 to estimate land use compatibility impacts. The area of each land use type, location of sensitive sites, the number of homes and population within the noise contours will be estimated.

In addition to the required DNL noise contour analysis, supplemental metrics will be developed as necessary. This will include a grid analysis at representative locations for the Preferred Alternative where changes in noise exposure to noise sensitive uses may occur. A grid point analysis will be conducted for areas within the 65 DNL to identify if the proposed action would result in a significant increase (1.5 DNL increase over noise sensitive land uses within the 65 DNL and greater noise contour). These supplemental metrics will also include Sound Exposure Level (SEL) contours for specific identified representative aircraft.

The noise contours generated for this task will also be utilized for discussion of compatible land use and secondary or induced impacts.

Assumptions: The following assumptions are associated with this task:

- The Consultant Team will develop forecasts of fleet mix data for any required noise analysis as part of Task 13 Runway Justification Technical Report.
- AEDT Airport specific atmospheric conditions will be used.
- Airport and Air traffic control tower staff will provide information regarding flight tracks, time-of-day and runway utilization.
- A spreadsheet will be developed for each of the three scenarios which results in daily operation counts for each specific aircraft group, for each type of operation, for each runway end, for each track and time of day. The Consultant will request Airport approval of this spreadsheet before data is entered into the AEDT.
- This Scope assumes that the noise analysis will not result in a significant impact (an increase of 1.5 DNL or greater) over a noise sensitive area. If significant impacts are identified and mitigation is required, a mitigation plan will be added by amendment.
- No upload of the noise contours into the FAA's AGIS is included in this Scope.
- Two rounds of edits to finalize the Noise Modeling Technical Report are included.

Meetings: None

Deliverables: The Consultant Team will develop and distribute the draft Noise Modeling Technical Report to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and approval, the draft Noise Modeling Technical Report will be revised, finalized and incorporated into the EA document.

- I. Socioeconomic Impacts, Environmental Justice, Children's Environmental Health and Safety Risks – This section will discuss the impacts associated with any residential or business

relocations, surface transportation alterations, or community disruptions. Impacts from these types of actions are considered significant if replacement housing is not available, if relocation of businesses would create severe economic hardship for the community, or if minority or low-income populations bear a disproportionate amount of adverse project effects. Other factors to consider include disruption of local traffic patterns and children's environmental health and safety risks.

The Consultant will identify properties impacted by the Preferred Alternative and will complete a socioeconomic evaluation of those properties including an environmental justice (EJ) analysis. The EJ analysis will determine the potential of a group of people, including racial, ethnic, or socioeconomic group, bearing a disproportionately high and adverse impact from the proposed project within the vicinity of Ann Arbor.

Children's Environmental Health and Safety Risks include risks to health and safety that disproportionately affect children. These include air, food, drinking water, soil and products that children may be exposed to. A cursory evaluation will be completed; however, no impacts are anticipated.

Assumptions: The following assumptions are associated with this task:

- No EJ impacts are anticipated. If it is determined EJ impact is likely, an amendment will be required to coordinate these impacts with the appropriate agencies and the public.
- One round of edits to finalize the EJ Technical Evaluation Report are included in this Scope.

Meetings/ Deliverables: None

- m. Visual Effects – Airport-related light emissions can visually affect surrounding residents and other nearby light-sensitive areas such as homes, parks or recreational areas. This evaluation will consider the extent to which light emissions from the proposed action contrasts with the existing environment, cultural and adjacent land uses. Although no federal regulations govern light emissions or visual intrusions, this analysis helps promote a “good-neighbor” policy while protecting the resource.

The project may cause a minor change to existing light emissions and visual effects. The Consultant Team will document the expected changes and evaluate the effects on surrounding land uses. Special consideration will be given to any impact on adjacent sensitive land uses such as residential areas and recreational areas. If any regulatory permits are needed, the Consultant Team will identify the necessary approvals.

Assumptions/Meetings/Deliverables: None

- n. Water Resources (including wetland, floodplains, surface water, groundwater, and wild and

scenic rivers) – Services related to this topic are limited to a narrative discussion of existing resources and a description of potential impacts and changes in existing water conditions resulting from the proposed action.

The potential effects on water quality from the Preferred Alternative will be examined and documented. Documentation will also include the net change to impervious surfaces and methods to control peak flow and mitigate water quality impacts. The Consultant will coordinate with federal, state, and local agencies to determine permit and mitigation requirements including construction BMPs and a commitment to follow them.

Wetlands: According to National Wetlands Inventory (NWI) data, several wetland complexes are located within the vicinity of the project area. This task will identify potentially jurisdictional and non-jurisdictional waters, including wetlands (i.e., Waters of the U.S.), within the project study area. A field delineation will be completed within the study area including areas near the ODALS, to identify wetlands and streams. Ecologist and wetland scientists will follow procedures for routine wetland delineations as described in the Midwest Regional Supplement to the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual.

Final determination of the jurisdictional nature of waters on the site and required mitigation (if any) is under the authority of the MDEQ. However, non-jurisdictional wetlands if impacted, are subject to mitigation requirements per Executive Order 11990 and will be included in any conceptual mitigation planning. Any conceptual mitigation planning will be submitted to the MDEQ for concurrence with coordination results included in the EA.

A Delineation of Waters of the U.S. report that discusses results of the field reconnaissance will be created. The report will evaluate both jurisdictional and non-jurisdictional wetlands and streams identified within the project limits. The report will contain site descriptions, descriptions of wetlands and other surface water resources, maps of the study area showing topography, soil survey, and NWI mapped wetlands.

Assumptions: The following assumptions are associated with this task:

- Wetland mitigation is limited to conceptual planning (i.e. description of available wetland bank credits in the project watershed if impacts are identified). No field work or site investigations are proposed to fulfill mitigation requirements.
- If detailed wetland mitigation is required beyond descriptive/conceptual planning, an addendum to this contract will be necessary.
- Prior to the field mobilization, the Sponsor will provide right-of-access to any private property identified for delineation.
- Creation of permit applications are not included in this Scope.
- No upload of the wetland delineation into the FAA's AGIS is included in this

Scope.

- One round of edits to finalize the Delineation of Waters of the U.S. report is included in this Scope.

Meetings: It is anticipated that one on-site visit will be needed to complete the field work associated with the wetland delineation.

Deliverables: The Consultant Team will develop and distribute the draft Delineation of Waters of the U.S. Report to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and approval, the draft Delineation of Waters of the U.S. Report will be revised, finalized and incorporated into the EA document.

Floodplains: To meet Executive Order 11988 (Floodplains) and the US Department of Transportation Order 5650.2 (Floodplain Management and Protection), all airport development actions must avoid a floodplain if a practicable alternative exists. If no practicable alternative exists, actions in a floodplain must be designed to minimize adverse impact to the floodplain's natural and beneficial values. The design must also minimize the potential risks for flood-related property loss and impacts on human safety, health and welfare.

A review of the available Federal Emergency Management Agency (FEMA) flood insurance rate mapping (FIRM) within the project area will be performed. The Consultant Team will determine potential impacts and coordinate with appropriate state agencies to determine appropriate mitigation and permits if required.

Assumptions: The following assumptions are associated with this task:

- This Scope assumes that no USACE Hydrologic Engineering Center-River Analysis System (HEC-RAS) hydraulic model is necessary.
- Floodplain work associated with this task is limited to a basic description of potential impacts, expected mitigation, and permits necessary. No field visits, survey work, or floodplain modeling is included.
- No flood permit applications are included in this Scope.

Meetings/Deliverables: None

Surface Water and Ground Water: Analysis in this section will be limited to the narrative discussion of existing water resources, potential impacts and changes from the existing conditions which may result from the construction of the Preferred Alternative. The results of the Waters of the U.S delineation will also be included in the section, if applicable. Specific permits currently active at the Airport will also be referenced. No additional studies or surveys are included in this Scope.

Additional analysis in this section includes the proposed increase in impervious surfaces, thus reducing the the opportunity for ground water recharge, potential for stormwater impacts and an evaluation of deicing activities on water resources.

Assumptions: The following assumption is associated with this task:

- No fish surveys or in-stream assessment of Biocriteria (macroinvertebrate, fish, mussel, or water chemistry) is included in this Scope.
- Stream sampling and/or fish surveys are not included in this Scope.
- If water quality sampling or underground tracings are required, they will be added by amendment.

Meetings/Deliverables: None

Wild/Scenic Rivers: The Consultant Team will coordinate with the MDNR to determine if the Airport is subject to any wild/scenic river requirements, however, no impacts are expected. A summary statement indicating such will be provided.

Assumptions/Meetings/Deliverables: None

- o. Solid Waste Impacts – Airside development can be expected to cause construction debris. The Consultant Team will estimate the type and quantity of debris that will be produced during construction. The Consultant Team will also determine how the potential solid waste stream will be handled and disposed of during construction to minimize environmental effects. The Consultant Team will also confirm that local disposal facilities have the capacity to hold the solid waste volumes the proposed action will produce during construction. No solid waste impacts are anticipated.

Assumptions/Meetings/Deliverables: None

Task 8 Cumulative Impacts

The NEPA process requires projects that are connected, cumulative and similar (common, timing and geography) to be considered for comparison. Cumulative impacts address the question of whether this project's proposed action, when considered together with other past, present, and reasonably foreseeable future development projects on or off the Airport, federal or non-federal, would produce a significant effect on any of the above impact categories listed in Task 7 EA Environmental Consequences.

The Consultant Team will gather information on construction and other development projects that were completed within the last five years in addition to those that can reasonably be expected in the future. Analysis will attempt to determine the potential for cumulative impacts of past, present, and future projects and the proposed Airport improvements, when considered together. The definition of the planning window and geographic limit will be determined during preparation of the EA.

Assumptions/Meetings/Deliverables: None

Task 9 Environmental Consequences – Other Conditions

This task addresses several items not specifically covered in previous sections. Items to be discussed include possible conflicts between the proposed action and federal, regional, state, and local plans, policies, and goals, any inconsistency of the proposed action with federal, state, and local laws and/or administrative rules, means to mitigate adverse environmental impacts not identified in the Alternatives Considered chapter; a discussion of the degree of controversy regarding the proposed action based on environmental grounds.

This section of the EA document will include the following content:

- Conformance with plans, policies, and controls
- Conformance with law and administrative rules
- Means to mitigate adverse environmental impacts (with environmental summary table)
- Degree of controversy on environmental grounds summary

Assumptions/Meetings/Deliverables: None

Task 10 Draft Environmental Assessment

The Draft EA is a report which combines all chapters, technical reports, and appendices of the project to date. The preliminary Draft EA will be sent to AERO, the FAA, and the Sponsor for review and comment prior to being released for public and agency review. The FAA, AERO, and the Sponsor will each provide a consolidated set of comments reflecting their own organization's guidance to the Consultant Team within 30 days of receipt of the Draft EA.

Following approval and concurrence to release the Draft EA, the Consultant Team will produce up to 20 printed copies of the Draft EA for distribution. Copies will be distributed by the Consultant Team to the appropriate federal, state, and local agencies, and other interested groups and individuals as directed by AERO, the FAA, and the Sponsor. Copies will also be made available to the public in community offices, libraries, and other public locations as directed by the Airport in hard copy and electronic form (via the Airport/City project websites) for a minimum of 30 days. All hard copies distributed and made available are included in the 20 total copies proposed.

The Consultant Team will prepare language for the notification of Draft EA availability and the Public Hearing. The Sponsor will be responsible for publishing the Notice of Availability and the Notice of Public Hearing in the local paper at the appropriate time within legal public notice requirements.

Assumptions: Two rounds of edits to address comments from the Airport, FAA, and AERO on the Draft EA are included in this Scope.

Meetings: Four teleconferences to address AERO, FAA, and Sponsor comments on the Draft EA are anticipated.

Deliverables: The following deliverables are associated with this task:

- The Consultant Team will develop and distribute the Draft EA to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits.
- Once the Draft EA is finalized, the Consultant Team will produce up to 20 printed copies of the Draft EA for agency and public review.
- The Consultant Team will ship the Draft EA to each recipient via FedEx or UPS.

Task 11 Public Coordination

This element encompasses all the coordination and communication efforts intended to inform and engage the public with the project. Activities include inviting participation and soliciting input, addressing input received, and documenting the process. The documentation of project outreach and communication efforts will serve as a record of public involvement and the Consultant Team's response throughout the preparation of the EA. The focus of this element is on the public in the vicinity of the Airport. Specific federal, state and local agency coordination is referenced in each respective task described above.

This task has been divided into the following subtasks:

- Public Hearing
 - Public comment log and Comment Resolution Matrix Appendix
- a. Public Hearing: The Consultant Team will hold one informal Public Hearing upon the completion of the Draft EA and before the Final EA. This meeting will provide an opportunity for open discussions with the public and will allow the Consultant Team to answer questions one-on-one and solicit individual input.

The proposed Public Hearing format is an informal open house setting offering direct dialogue between the interested public and the Sponsor, AERO, the FAA and the Consultant Team. The meeting will allow the public to learn about the project, ask questions of individual team members, offer both verbal and written comments, and have their concerns addressed in the Final EA.

The meeting format will include stations with general information about the Airport and on key study elements under review. The meeting will include background information and new information about the proposed action phase. Information stations will be created as needed to address any topic of concern identified through ongoing two-way dialogue between the public and the project team members.

During the Public Hearing, the Consultant Team will prepare comment forms, provide writing utensils, and drop boxes for participants to offer written comments on-site. Meeting handouts that describe other means of providing comments and will be made available (i.e. email or mailings). A PowerPoint presentation including maps and graphics will be developed for use by the Airport and City staff members for additional outreach purposes.

The Airport will be responsible for arranging the meeting location and scheduling of a court

reporter to take public comments at the Public Hearing. The costs of securing the meeting location and a court reporter will also be the responsibility of the Airport.

The Consultant Team will prepare meeting press releases for the Sponsor to publish in local media and newspapers to comply with legal notice requirements.

At the conclusion of the Public Hearing, the Consultant Team will conduct a "lessons learned" briefing with the Sponsor, AERO, and the FAA to learn how the needs of the public can be better served as the project develops.

Assumptions: The following assumption is associated with this task:

- The Airport will be responsible for securing the meeting location and the cost of a court reporter for the Public Hearing.
- The legal public notice publication requirement for the Public Hearing will be carried out by the Airport.
- No direct mailings to adjacent residents are included in this Scope.

Meetings: The following meetings are associated with this task:

- It is anticipated that up to three teleconferences to coordinate the Public Hearing may be necessary.
- Public Hearing

Deliverables: The following deliverables are associated with this task:

- The Consultant Team will prepare draft press releases for the Public Hearing and will provide an electronic PDF for Sponsor, AERO, and FAA review.
- The Consultant Team will incorporate edits and provide a final press release in an electronic PDF to the Sponsor for publication.
- The Consultant Team will prepare up to 20 color exhibits mounted on foam core board for the Public Hearing.
- The Consultant Team will prepare 200 copies of the comment form and sign-in sheets for use during the Public Hearing.
- Transcription of verbal public comments

- b. Public Involvement Log Appendix: The Consultant Team will create a Public Comment Log appendix and Comment Resolution Matrix to address public comments received throughout the project including the Public Hearing. The log and matrix appendix will document the public involvement process and will include a response for each written and verbal comment received. The public comment log and matrix will be included in the Final EA as part of the official project record.

It should be noted, past individual comments (approximately 650) from previous public meetings and public involvement activities will be addressed in a separate appendix as described in Task 3 EA Introduction Chapter of this Scope. Past public comments will be used to direct and guide the

development of the current EA project.

Assumptions: This Scope does not include time and expenses associated with Freedom of Information Act (FOIA).

Meetings: None

Deliverables: The Consultant Team will develop a Public Comment Log to be included as an appendix in the EA.

Task 12 Final Environmental Assessment and Finding of No Significant Impact/Record of Decision

Once the Draft EA has been distributed to federal, state, and local agencies, has been made available for public comment, and the required Public Hearing has been held, the Final EA and Finding of No Significant Impact/Record of Decision (FONSI/ROD) will be completed - if no significant impacts are identified. The Final EA and FONSI/ROD will incorporate all comments received from agencies, interested parties, and comments received at the Public Hearing. Preparation of the FONSI/ROD will be the responsibility of the Consultant Team, and jointly signed by FAA and AERO.

A draft Final EA will be sent to AERO, the FAA and the Sponsor for review and comment. The FAA, AERO, and the Sponsor will each provide a single consolidated set of comments reflecting their own organization's guidance to the Consultant Team within 30 days.

Following approval and concurrence to release the Final EA, the Consultant Team will produce up to 20 printed copies of the Final EA and FONSI/ROD for distribution. Copies will be distributed to the appropriate federal, state, and local agencies, and other interested groups and individuals as directed by AERO, the FAA and the Sponsor. Both hard copies and an electronic copy (via the Airport/City project websites) will also be made available to the public in community offices, libraries and other public locations as identified and directed by the Airport. All hard copies distributed and made available are included in the 20 total copies proposed.

Assumptions: The following assumptions are associated with this task:

- Two rounds of edits to address comments from the Airport, FAA, and AERO on the Final EA are included in this Scope.

Meetings: Four teleconferences to address AERO, FAA, Sponsor comments, and public comments on the Final EA and FONSI/ROD are anticipated.

Deliverables: The following deliverables are associated with this task:

- The Consultant Team will develop and distribute the draft Final EA and the draft FONSI/ROD to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits.
- Once the Final EA and FONSI/ROD is finalized, the Consultant Team will produce up to 20 printed copies of the Final EA and FONSI/ROD for agency and public review. The

Consultant Team will distribute the Final EA and FONSI/ROD to each recipient via FedEx or UPS.

Task 13 Runway Justification Technical Report

The Consultant Team will prepare a Runway Justification Technical Report based on AC 150/5000-17 *Critical Aircraft and Regular Use Determination* and AC 150/5325-4B *Runway Length Requirements for Airport Design* to determine the critical aircraft and required runway length for takeoff and landing in both dry and contaminated pavement conditions. This task will also collect and assess aircraft operating manuals and other data from existing and future users of the Airport. Information gathered as a part of past user surveys will be included in this evaluation criteria.

Additional user information will be obtained from the aircraft operational logs that have been maintained by the Airport staff over the past 12 months. Information from the FAA's Traffic Flow Management System Counts database will also be used in the review of aircraft operations at the Airport. While this data list is not exhaustive, it provides a complement to the aircraft logs that the Airport maintains and additional user information that can be utilized for the study. Using the aircraft operational data, the Consultant Team will document aircraft that have used the Airport over the past 12 months.

Development of activity projections is a key element in the planning process and is important data to be used in designing facilities to meet the Airport's long-term potential development needs. To establish new baseline data and new projections, an analysis of the demand of the Airport is necessary.

Projections of short, intermediate, and long-term activity levels will be developed. These elements are critical in determining future Airport requirements, analyzing alternative development plans, assessing the environmental effects of proposed plans, and determining the economic implications of future growth and development. As part of this task, other appropriate regional, state, or national aviation trends and existing projections will be investigated. Through previous user surveys, as well as Airport and FAA records, data will be obtained on activity levels, fleet mix, and based aircraft. The recently updated 2017 Michigan Aviation System Plan will also be referenced.

The following components of aviation demand will be projected for 5, 10, and 20-years:

- Aircraft operations
- Based aircraft
- Aircraft fleet mix (based and operational)
- Air cargo volume (if applicable)

The Consultant Team anticipates development of projections using standard forecasting methodologies. Peak hour aircraft operations projections will also be developed. Results of the projections element will be used to determine future runway length requirements of the Airport.

Methodologies used will be reviewed with the Sponsor, AERO, and the FAA before the element is finalized. Close coordination with AERO, the FAA and the Sponsor will be maintained to ensure acceptance of the projection approach.

All inputs, methodology, conclusions and assumptions will be defined and discussions on how it applies to ARB will be included. The results of the technical report identifying the critical aircraft, required runway length, and runway configuration will be used in developing the project's Purpose and Need and Alternatives Considered chapters. The Runway Justification Technical Report will be included in the EA as an appendix.

The Consultant Team will develop and distribute paper and electronic copies of the draft Runway Justification Technical Report for review and comment by the Sponsor, AERO, and the FAA. Following review and concurrence, the draft Runway Justification Technical Report will be revised and finalized. Two (2) rounds of edits to finalize the Runway Justification Technical Report are included in this Scope.

Assumptions: Two rounds of edits to address comments on the draft Runway Justification Technical Report are included in this Scope.

Meetings: The Consultant Team will conduct up to four teleconferences to obtain necessary data and address AERO, the FAA and Sponsor comments on the draft Runway Justification Technical Report.

Deliverables: The Consultant Team will develop and distribute the draft Runway Justification Technical Report to the Sponsor, AERO, and the FAA for review and comment. Each agency will receive two (2) printed and one (1) electronic PDF copies for each round of edits. Following review and approval, the draft report will be revised, finalized and incorporated into the EA document.

Task 14 Schedule for Project Completion

The Consultant Team will begin development of the EA within 15 days of receipt of the NTP from the Sponsor. Agency coordination held prior to the actual contract execution will be reimbursed as part of the Scoping efforts detailed in Task 1 Project Management. The Consultant Team anticipates delivery of the Draft EA to the Sponsor, AERO, the FAA, and other state and federal agencies within nine months from receipt of the NTP with a Final EA and FONSI/ROD within 12 months from the receipt of the NTP.

Certain tasks and studies such as the biotic species assessment, archeological investigations and field surveys will be contingent on appropriate weather or habitat conditions to complete. Unexpected weather or direction from regulatory agencies to conduct investigations during certain times of the year may cause schedule delays. In such an event, the Consultant will coordinate with the Sponsor, AERO, and the FAA to adjust the project schedule.

Assumptions: None

ATTACHMENT "F"

Professional Services Requirements Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

For current provisions and requirements visit
http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/

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:

Table 1 – Applicability of Provisions (from FAA required provision for AIP)

Provision	Dollar Threshold	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
a. <u>Access to Records and Reports</u>	\$ 0	REQD	REQD	REQD	REQD	n/a
b. <u>Buy American Preferences</u>	\$ 0	Limited	REQD	REQD	Limited	n/a
(1) <u>Buy American Statement</u>	\$ 0	Limited	REQD	REQD	Limited	n/a
(2) <u>Buy American – Total Facility</u>	\$ 0	Limited	REQD	REQD	Limited	n/a
(3) <u>Buy American – Manufactured Product</u>	\$ 0	Limited	REQD	REQD	Limited	n/a
c. <u>Civil Rights – General</u>	\$ 0	REQD	REQD	REQD	REQD	REQD
d. <u>Civil Rights - Title VI Assurances</u>	\$ 0	REQD	REQD	REQD	REQD	REQD
(1) <u>Notice - Solicitation</u>	\$ 0	REQD	REQD	REQD	REQD	REQD
(2) <u>Clause - Contracts</u>	\$ 0	REQD	REQD	REQD	REQD	REQD
(3) <u>Clause – Transfer of U.S. Property</u>	\$ 0	n/a	n/a	n/a	REQD	REQD
(4) <u>Clause – Transfer of Real Property</u>	\$ 0	n/a	n/a	n/a	REQD	REQD
(5) <u>Clause - Construct/Use/Access to Real Property</u>	\$ 0	n/a	n/a	n/a	REQD	REQD
(6) <u>List – Pertinent Authorities</u>	\$0	REQD	REQD	REQD	REQD	REQD
e. <u>Disadvantaged Business Enterprise</u>	\$ 0	REQD	REQD	REQD	REQD	n/a
f. <u>Energy Conservation Requirements</u>	\$ 0	REQD	REQD	REQD	REQD	n/a
g. <u>Federal Fair Labor Standards Act</u>	\$ 0	REQD	REQD	REQD	REQD	REQD
h. <u>Occupational Safety and Health Act</u>	\$ 0	REQD	REQD	REQD	REQD	REQD
i. <u>Rights to Inventions</u>	\$ 0	Limited	Limited	Limited	n/a	n/a
j. <u>Trade Restriction Certification</u>	\$ 0	REQD	REQD	REQD	REQD	n/a
k. <u>Veteran's Preference</u>	\$ 0	REQD	REQD	REQD	REQD	n/a
l. <u>Seismic Safety</u>	\$ 0	Limited	Limited	n/a	n/a	n/a
m. <u>Copeland Anti-Kickback</u>	\$ 2,000	Limited	REQD	Limited	Limited	n/a
n. <u>Davis Bacon Requirements</u>	\$ 2,000	Limited	REQD	Limited	Limited	n/a
o. <u>Distracted Driving</u>	\$3,000	REQD	REQD	REQD	REQD	n/a
p. <u>Affirmative Action Requirement</u>	\$10,000	Limited	REQD	Limited	Limited	n/a
q. <u>Equal Employment Opportunity</u>	\$10,000	Limited	REQD	Limited	Limited	n/a
(1) <u>EEO Contract Clause</u>	\$10,000	Limited	REQD	Limited	Limited	n/a
(2) <u>EEO Specification</u>	\$10,000	Limited	REQD	Limited	Limited	n/a
r. <u>Prohibition of Segregated Facilities</u>	\$10,000	Limited	REQD	Limited	Limited	n/a
s. <u>Recovered Materials</u>	\$10,000	Limited	REQD	REQD	Limited	n/a
t. <u>Termination of Contract</u>	\$10,000	REQD	REQD	REQD	REQD	n/a
u. <u>Debarment and Suspension</u>	\$25,000	REQD	REQD	REQD	Limited	n/a
v. <u>Contract Work Hours and Safety Standards</u>	\$100,000	Limited	REQD	Limited	Limited	n/a
w. <u>Lobbying Federal Employees</u>	\$ 100,000	REQD	REQD	REQD	REQD	n/a
x. <u>Breach of Contract</u>	\$150,000	REQD	REQD	REQD	REQD	n/a
y. <u>Clean Air/Water Pollution Control</u>	\$150,000	REQD	REQD	REQD	REQD	n/a

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333
2 CFR § 200.336
FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

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

A2 CIVIL RIGHTS - GENERAL

A2.1 SOURCE

49 USC § 47123

A2.2 APPLICABILITY

Note: This provision is in addition to the Civil Rights – Title VI provisions.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts regardless of funding source.

Use of Provision – There are two versions of this provision. One applies to sponsor contracts and the other applies to sponsor lease agreements and transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification.

A2.3 CONTRACT CLAUSE

A2.3.1 Sponsor Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A2.3.2 Sponsor Lease Agreements and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

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

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

A3 CIVIL RIGHTS – TITLE VI ASSURANCE

A3.1 SOURCE

49 USC § 47123
FAA Order 1400.11

A3.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The clauses are as follows:

A3.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice	1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and 2) All proposals for negotiated agreements regardless of funding source.	A3.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements	Every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	A3.3.2
Title VI Required Clause for Property Interests Transferred from the United States	As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.	A3.3.3

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the activity, facility, or program	A3.3.4
Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program	A3.3.5
Title VI List Of Pertinent Nondiscrimination Acts And Authorities	Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	A3.3.6

A3.3 CONTRACT CLAUSE

A3.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

**A3.3.2 Title VI Clauses for Compliance with
Nondiscrimination Requirements**

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

A3.3.3 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located

wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**A3.3.4 Title VI Clauses for Transfer of Real Property
Acquired or Improved Under the Activity, Facility, or
Program**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A3.3.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A3.3.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

A4 DISADVANTAGED BUSINESS ENTERPRISE

A4.1 SOURCE

49 CFR part 26

A4.2 APPLICABILITY and PURPOSE

A sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on the project (§26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

Clause in all solicitations for proposals for which a contract goal has been established.

Clause in each prime contract

Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. Solicitations with a DBE Project Goal - 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. This language is not required for projects where DBE participation is by race-gender neutral means.

The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. The sponsor may require the contractor's submittal on proposed DBE participation either with the bid or within a specified timeframe after bidding.

2. Contracts Covered by DBE Program - Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.
3. The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
4. Sponsors that do not have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A5 ENERGY CONSERVATION REQUIREMENTS

A5.1 SOURCE

2 CFR § 200, Appendix II(H)

A5.2 APPLICABILITY

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. Sponsor may substitute "contractor and subcontractor" with "consultant and sub-consultant" for professional service agreements.

A5.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

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

A6 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A6.1 SOURCE

29 U.S.C. § 201, et seq

A6.2 APPLICABILITY

The United States Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce, producing goods for interstate commerce, or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person, are covered by the FLSA.

All consultants, sub-consultants, contractors and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 U.S.C. § 201. The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A6.3 CONTRACT CLAUSE

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

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

A7 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A7.1 SOURCE

20 CFR part 1910

A7.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 20 CFR part 1910.

A7.3 CONTRACT CLAUSE

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

A8 TRADE RESTRICTION CERTIFICATION

A8.1 SOURCE

49 USC § 50104

49 CFR part 30

A8.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R)

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A8.3 CONTRACT CLAUSE

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country

included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

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

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

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

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

A9 VETERAN'S PREFERENCE

A9.1 SOURCE

49 USC § 47112(c)

A9.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 U.S.C. § 47112.

A9.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

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

A10 DISTRACTED DRIVING

A10.1 SOURCE

Executive Order 13513
DOT Order 3902.10

A10.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements. .

A10.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

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

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

A11 TERMINATION OF CONTRACT

A11.1 SOURCE

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

A11.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor's contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default - Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services and Property – The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A11.3 CONTRACT CLAUSE

A11.3.1 Termination for Convenience

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience (Professional Services)

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

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

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

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

A11.3.2 Termination for Default

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Professional Services)

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

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

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

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

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice.

Compensation will not include anticipated profit on non-performed services.

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

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

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

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

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

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

A12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A12.1 SOURCE

31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment
2 CFR part 200, Appendix II(J)
49 CFR part 20, Appendix A

A12.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or another award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A12.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

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

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

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A13 BREACH OF CONTRACT TERMS

A13.1 SOURCE

2 CFR § 200 Appendix II(A)

A13.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractors violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation, and is now equal to \$150,000.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200. Select either "contractor" or "consultant" as applicable.

A13.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

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

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

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

A14 CLEAN AIR AND WATER POLLUTION CONTROL

A14.1 SOURCE

2 CFR § 200, Appendix II(G)

A14.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A14.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

ATTACHMENT "G"

PRIME CONSULTANT STATEMENT OF DBE SUB-CONSULTANT PAYMENTS

ATTACHMENT "H"

EVIDENCE OF LICENSURE PURSUANT TO PA299 OF 1980