



AGENDA

St. Clair County Board of Commissioners Environmental/Public Works Committee

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

August 4, 2022 at 6:00 PM

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- 1. Roll Call/Opening**
 - 2. Additions/Deletions/Changes to the Agenda**
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Contract Approval Request Goodells County Park Improvements - Raymond Excavating
 - B. Landfill 2022 Cell 2/3/4 Seeding Project
 - C. Resolution 22 - 21 Airport Pavement Crack Sealing & Paint Marking - Sponsor Contract
 - D. Environmental Assessment for Runway 04/22 Approach Clearing
 - E. Landfill Contract Approval Request - Metro Environmental Services Inc.
 - F. Spongy Moth Suppression Program
 - 8. Smiths Creek Landfill Activities Reports**
 - 9. Other Environmental/Public Works Matters**
 - 10. Information Only**
 - A. Monthly PARC Financial Documents
 - 11. Receive and File Packets**

12. Adjournment

Committee Chair: Duke Dunn

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Contract Approval Request Goodells County Park Improvements - Raymond Excavating

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo	7/26/2022	Cover Memo
📎	Contract Approval Request -Raymond GCP Improvements 2022	7/28/2022	Cover Memo
📎	Raymond Excavating Agreement GCP Improvements 2022	7/28/2022	Cover Memo
📎	Invitation to Bid	7/26/2022	Cover Memo
📎	Raymond Bid Totals	7/26/2022	Cover Memo
📎	Document Request List	7/26/2022	Cover Memo



COUNTY OF ST. CLAIR



To: Board of Commissioners, Karry Hepting

From: Nancy Winzer, Director

Date: August 4, 2022

Re: Recommendation for Goodells County Park Connecting Drive and Office Parking

Proposals were posted on BIDNET for Goodells County Park improvements. The improvements consist of constructing a connector drive from the North Parking Lot to the East Parking Lot; removing and replacing a walking path; parking area for the Parks Office; Visitors Center parking lot addition; Maintenance Barn storm repairs; and fixing the South Entrance pavement approach.

The Base Bid included constructing a connector drive and adding a parking lot to the new Parks Office. The primary goal of the connector drive is to keep vehicles out of the center of the park. The paved pathways throughout the park are meant for pedestrians, not for vehicles. However, they are showing a lot of wear because vehicles continuously drive on them. Vehicles driving through the park poses a safety hazard, and the aggregate connector drive will help keep traffic out of the interior of the park to provide a safe play environment. The Parks Office parking lot will better serve patrons that need to come into the office. Currently, there is only a driveway there and no parking spaces.

In addition to the Base Bid, we added several Alternative Bid options. These bids were not guaranteed, but we requested separate quotes for each one. Alternative Bid B is for the South Parking Lot entrance repairs. The entrance is severely damaged due to horse trailers scraping it as they enter the park. The catch basins at this entrance are also not functioning properly due to poor design. This improvement will correct the design and allow them to function correctly.

The project was posted on BIDNET on June 17, and it closed on July 7. Forty-eight contracts requested the bid documents through BIDNET, but only Raymond Excavating submitted a bid. We also placed courtesy calls to local contractors. Our engineer for the project (Fishbeck) has determined the Raymond Excavating's bid amounts look accurate. We believe the timing of the project hindered more companies from bidding. Since material prices are unlikely to go down, it is my recommendation that we complete the project this year as scheduled. This project was already planned for and included in our 2022 budget.

I would like to recommend that Raymond Excavating be awarded the contract for Goodells County Park Improvements, with the Base Bid and Alternative Bid B in amount of \$339,217.12.



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- ☒ NEW CONTRACT ☐ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS
- ☒ BIDS REQUIRED ☐ NO BIDS REQUIRED
☒ BIDS RECEIVED ☐ SINGLE SOURCE
☐ CONTRACT EXTENSION
☒ BOC POLICY COMPLIANCE ☐ INCREASE WITHIN CPI-U
☐ REVIEWED BY CORP COUNSEL ☐ VALUE LESS THAN THRESHOLD

VENDOR: Raymond Excavating Company

VALUE: \$339,217.12

TERM: One time purchase

CONTRACT TYPE: Professional services

SERVICE DESCRIPTION: Construction of Goodells County Park Connecting Drive and Site Improvements

DEPARTMENT(S): Parks and Recreation

COMMENTS: RFP was posted to MITN, received many downloads and Raymond was the sole bidder. This contract includes the Base Bid and Alt Bid B.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Parks and Recreation

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: December 1, 2022

Contract – NOT TO EXCEED \$339,217.12

*Not to exceed specified amount without written authorization from a St. Clair County authorized representative.

This “Contract” is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called “County”, and the “Contractor” as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a “Party” or jointly as the “Parties”.

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	RAYMOND EXCAVATING COMPANY 800 Gratiot Blvd. Marysville, MI 48040 (herein, the “Contractor”)
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This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:



COUNTY OF ST. CLAIR



§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor’s supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. “County” means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agent” as defined below.
- 1.4. “County Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.5. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. “Contract Documents” This contract includes and fully incorporates herein all of the following documents:



COUNTY OF ST. CLAIR



1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2.

CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be August 19, 2022, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.

2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.

2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.

2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.

2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. **SCOPE OF CONTRACTOR'S SERVICES**

3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.



COUNTY OF ST. CLAIR



§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
- 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
- 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
- 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
- 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **P_____**.
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.
- 4.3. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this Contract that are the obligations of the Contractor under this Contract.

§ 5. CONTRACTOR'S ASSURANCES AND WARRANTIES

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.



COUNTY OF ST. CLAIR



- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.
- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.
- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.
- 5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the



COUNTY OF ST. CLAIR



County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

- 5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

- 6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.
- 6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.
- 6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Insurance Requirements.



COUNTY OF ST. CLAIR



- 6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

- 7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
- “CONTRACTOR’S ASSURANCES AND WARRANTIES”;
“CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;
“DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES”;
“AUDIT”;
“SEVERABILITY”;
“GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE”; AND
“SURVIVAL OF TERMS AND CONDITIONS”.
- 7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.
- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.



COUNTY OF ST. CLAIR



- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.



COUNTY OF ST. CLAIR



- 7.11.2** As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12.** Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.
- 7.13.** Delegation/Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.13.2** Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.13.4** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.13.5** This Contract cannot be sold.
- 7.13.6** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.14.** Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.
- 7.15.** No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term,



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condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- 7.16. Severability.** If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 7.17. Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.18. Notices.** Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.
- 7.18.1.** If notice is sent to the Contractor, it shall be addressed to:
Raymond Excavating Company
800 Gratiot Blvd.
Marysville, MI 48040
- 7.18.2.** If notice is sent to the County, it shall be addressed to:
County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060
- 7.18.3** Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 7.19. Contract Modifications of Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.



COUNTY OF ST. CLAIR



7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

7.23. Contract Documents. The Contract Documents, which comprise the entire agreement between County and Contractor concerning the Work, consist of the following documents. The Documents listed below are attached to this Agreement except as expressly noted otherwise. No provision of the Contract Documents may be amended except by a written document signed by an authorized representative of the County.

7.23.1 This Agreement (Pages 1 to 18 inclusive)

7.23.2 Solicitation RFP-PR-0622-435 Goodells County Park Improvements and Addendum I

7.23.3 Performance and Labor and Materials Bond

7.23.4 Contractor's Bid



COUNTY OF ST. CLAIR



The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____
Authorized Signer

DATE: _____

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____



COUNTY OF ST. CLAIR



ATTACHMENT I

SCOPE OF CONTRACTOR'S SERVICES

REFERENCE: **RFP-PR-0622-435** GOODELLS COUNTY PARK IMPROVEMENTS
AND ADDENDUM 1



COUNTY OF ST. CLAIR



ATTACHMENT II
CONTRACTOR'S FEE SCHEDULE

BASE BID

Unit Bid Price Schedule: Base Bid					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Bid Price
1100001	Mobilization, Max	LSUM	1	\$15,741.86	\$15,741.86
2030016	Sewer, Rem, 24 inch to 48 inch	Ft	35	\$40.37	\$1,412.95
2040050	Pavt, Rem	Syd	35	\$42.17	\$1,475.95
2050010	Embankment, CIP	Cyd	326	\$60.71	\$19,791.46
2050016	Excavation, Earth	Cyd	2445	\$10.91	\$26,674.95
2050041	Subgrade Undercutting, Type II	Cyd	250	\$32.82	\$8,205.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	7	\$118.02	\$826.14
2080036	Erosion Control, Silt Fence	Ft	500	\$2.19	\$1,095.00
3020010	Aggregate Base, 4 inch	Syd	105	\$18.92	\$1,986.60
3020016	Aggregate Base, 6 inch	Syd	1035	\$13.78	\$14,262.30
3060006	Aggregate Surface Cse	Ton	400	\$36.68	\$14,672.00
3060012	Aggregate Surface Cse, 8 inch	Syd	3510	\$14.22	\$49,912.20
3080005	Geotextile, Separator	Syd	4525	\$1.31	\$5,927.75
4010036	Culv End Sect, 36 inch	Ea	1	\$1,692.14	\$1,692.14
4010094	Culv End Sect, Metal, 12 inch	Ea	4	\$399.29	\$1,597.16
4010136	Culv Cl A, 36 inch	Ft	30	\$194.64	\$5,839.20
4010199	Culv, Cl A, CSP, 12 inch	Ft	111	\$111.91	\$12,422.01
5010005	HMA Surface, Rem	Syd	475	\$926	\$4,398.50



COUNTY OF ST. CLAIR



Unit Bid Price Schedule: Base Bid					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Bid Price
5012024	HMA, 4EL	Ton	150	\$ 161.00	\$24,150.00
5012036	HMA, 5EL	Ton	105	\$ 182.85	\$19,199.25
8030010	Detectable Warning Surface	Ft	5	\$ 86.25	\$431.25
8030044	Sidewalk, Conc, 4 inch	Sft	1000	\$ 10.35	\$10,350.00
8100371	Sign, Post, Steel 3 lb	Ft	28	\$ 11.50	\$ 322.00
8100405	Sign, Type IIIB	Sft	3	\$ 27.60	\$ 82.80
8110293	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, 4 inch, Blue	Ft	190	\$ 2.30	\$ 437.00
8110295	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, 4 inch, Yellow	Ft	290	\$ 2.30	\$ 667.00
8117050	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, Accessible Sym, Blue	Ft	2	\$ 34.50	\$ 69.00
8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	Ft	50	\$ 23.00	\$1,150.00
8127051	Maintaining Traffic	LSUM	1	\$15,651.16	\$15,651.16
8162002	Slope Restoration, Non-Freeway, Type A	Syd	4650	\$ 6.97	\$32,410.50
8240001	Contractor Staking	LSUM	1	\$11,500.00	\$11,500.00
TOTAL OF ALL BID PRICES FOR BASE BID:				\$ 304,353.13	

In words, this bid price for the **BASE BID** is:

Three hundred four thousand three hundred fifty ^{three} Dollars and 13 Cents.



COUNTY OF ST. CLAIR



ALTERNATE BID B

Unit Bid Price Schedule: Alternate Bid B					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Bid Price
2040020	Curb and Gutter, Rem	Ft	81	\$ 23.75	\$ 1,923.75
2050010	Embankment, CIP	Cyd	10	\$ 92.07	\$ 920.70
2050016	Excavation, Earth	Cyd	100	\$ 12.10	\$ 1,210.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	2	\$ 165.86	\$ 331.72
3020016	Aggregate Base, 6 inch	Syd	200	\$ 16.22	\$ 3,244.00
3080005	Geotextile, Separator	Syd	200	\$ 2.82	\$ 564.00
4030006	Dr Structure, Cover, Adj, Case 2	Ea	2	\$ 1020.60	\$ 2,041.20
4037001	Dr Structure, Rehab	Ea	2	\$ 1,647.06	\$ 3,294.12
5010005	HMA Surface, Rem	Syd	150	\$ 12.71	\$ 1,906.50
5010061	HMA, Approach	Ton	60	\$ 197.80	\$ 11,868.00
8020038	Curb and Gutter, Conc, Det F4	Ft	79	\$ 86.25	\$ 6,813.75
8162002	Slope Restoration, Non-Freeway, Type A	Syd	25	\$ 29.85	\$ 746.25
TOTAL OF ALL BID PRICES FOR ALTERNATE BID B:				\$ 34,863.99	

In words, this bid price for the **ALTERNATE BID B** is:

Thirty four thousand eight hundred sixty three Dollars and 99 Cents.



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

- ☒ **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ☒ **Commercial General Liability Insurance:** The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.
- ☒ **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- ☒ **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.



COUNTY OF ST. CLAIR



If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, a copy of Certificates of Insurance **as well as required endorsements** for all coverage listed above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lp@stclaircounty.org



INVITATION TO BID

BID:	Bid No. RFP-PR-0622-435
ITEM:	Goodells County Park Improvements
PRE-BID MEETING:	None. Goodells County Park is open to the public
DEADLINE:	Thursday, July 7, 2022, at 2:00 p.m. Local Time in Effect
BID QUESTIONS DUE:	Wednesday, June 29, 2022, at 2:00 p.m.
BID OPENING:	Thursday, July 7, 2022, at 2:05 p.m. Local Time in Effect Administration Building 200 Grand River Avenue Port Huron, MI Conference Room B

INSTRUCTIONS TO BIDDERS AND BID FORM

1. SUBMISSION AND RECEIPT OF BIDS

Bids to receive consideration shall be received prior to the specified deadline as designated on the bid form. The County reserves the right to postpone the bid opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the St. Clair County Purchasing Division. All Bids shall be labeled with the Bid No. RFP-PR-0622-435 Goodells County Park Improvements as well as the aforementioned bid opening date/time on the outside of the envelope. The envelope shall **contain one (1) electronic and three (3) complete hard copies of the Bid** and required bid information. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and bids shall be typewritten or written in ink and legibly prepared. Bids having erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitted a number No bid", do not follow the above directions but send a letter to the Purchasing Division.** Bids shall be mailed or delivered to St. Clair County, Purchasing Division, 200 Grand River, Suite 203, Port Huron, MI 48060 **before** the stated deadline. **Faxed or electronic bids will not be accepted.**

2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the County reserves the right to accept any item in the bids. Bidders may submit on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the County reserves the right to declare as non-responsive and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response.



3. OFFICIAL DOCUMENTS

The County shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the County to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions made by the County to the Authorized Version of the bid, and if that Vendor fails to accept the bid award, the County may pursue costs and expenses to re-bid the item from that Vendor.

The County officially distributes bid documents from the St. Clair County Purchasing Division via the www.MITN.info website. **Copies of bid documents obtained from any other source are not considered authorized copies.** Only those vendors who obtain bid documents from www.MITN.info are guaranteed access to receive addendum information, if such information is issued. Vendor is responsible for retrieving and downloading addendums that may have been issued.

4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS

Bidder's questions are to be directed to Melissa Krolczyk, Purchasing Coordinator by email at mkrolczyk@stclaircounty.org. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued in the form of an addendum by the Purchasing Division. All inquiries shall be made by the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received after the deadline may not be considered.

5. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. It shall be the bidder's responsibility to retrieve and download changes or addenda issued from the www.MITN.info website. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Bidders shall acknowledge receipt of any addenda within the bid document.

6. CONTRACT DOCUMENTS

The contract documents will include this bid manual including documents referenced, all drawings and specifications. Available documents through the County of St. Clair include:

Invitation and Project Manual:	"Goodells County Park Improvements"
Drawing Package:	"Goodells County Park Improvements" dated June 16, 2022
Specifications:	As included in the Drawing Package and within the Project Manual



Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the County and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. The bidder will provide with the bid, the requested alternative, relative specifications, and any effect that it may have on other bid items. However, the bidder, if awarded the contract, will be required to furnish the item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. **The County reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.**

7. ALTERNATE BIDS

Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive, and at the opinion of the County, may result in rejection of the bid.

8. PRICING

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

9. QUANTITIES

All quantities stated, unless indicated otherwise are estimates and the County reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

10. DELIVERY (if applicable)

Bids shall include all charges for delivery, packing, crating, installation, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:00 a.m. to 4:00 p.m. Monday-Friday. It is the vendor's responsibility to protect the public from harm and the site from any damage. Vendors are also responsible to secure all deliveries.

11. TAXES, TERMS, AND CONDITIONS

The County of St. Clair is exempt from Federal Excise, State Sales Tax, and Personal Property Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification. <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm>

The County's tax number is 38-6006420. Payment terms are Net thirty (30) days upon receipt and acceptance.

12. AWARD

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the County, price and other factors considered. The County reserves the right to accept or reject any or all bids, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the bid document, the County reserves the right to accept any item in the bid on an independent basis. The County reserves the right to not award a contract for subject bid request.



13. WITHDRAWAL OF BIDS

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least ninety (90) days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Purchasing Division staff may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

14. DEFAULT CONDITIONS

In case of default by the contractor, the County of St. Clair may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

15. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend and save the County of St. Clair, Michigan and herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

16. INSURANCE

The successful bidder, any, and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted doing business in the State of Michigan with a rating of A- or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to St. Clair County Parks & Recreation Commission and the County of St. Clair.

Also, the County of St. Clair, Michigan, Fishbeck and G2 Consulting Group will be named as additionally insured.

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.



COUNTY OF ST. CLAIR



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Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be;

Additional Insureds: St. Clair County Parks & Recreation Commission and the County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (St. Clair County, Risk Management Division, 200 Grand River Avenue, Suite 203, Port Huron, MI 48060).

Proof of Insurance Coverage: The Contractor shall provide St. Clair County Parks & Recreation Commission and the County of St. Clair at the time that the contracts are returned by him/her for execution, two (2) copies, one (1) if submitted electronically, of Certificates of Insurance for all coverage as listed above.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the St. Clair County Parks & Recreation Commission and the County of St. Clair at least ten (10) days prior to the expiration date.

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless St. Clair County Parks & Recreation Commission and the County of St. Clair, its elected and appointed officials, employees and volunteers, and others working on behalf of St. Clair County Parks & Recreation Commission and the County of St. Clair against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from St. Clair County Parks & Recreation Commission and St. Clair County, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the this agreement.



17. BID SECURITY AND BONDS

Bid Security shall be made payable to the County of St. Clair, Michigan in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. Bid Security of other Bidders will be returned within seven days of the Bid Award.

The successful bidder shall provide bonds covering the faithful performance of the Contract and the payment of all obligations arising there under, in the specified form and amount with such sureties, secured through Bidder's usual sources, as may be agreeable to the parties. Premium for such bonds shall be included in the Bid.

Bidder shall deliver Performance and Payment Bonds to the Owner not later than the date of execution of the Agreement. The bonds shall include the name, legal status and address of the Contractor, the name, legal status, and principal place of business of the Surety, state the Owner as County of St. Clair, Michigan, the bond amount, and the project. The bonds shall be written in the form of AIA Document A312, Performance Bond and Payment Bond, with the amount shown for each part equal to 100 percent of the total amount payable by the terms of the Contract. Bidder shall require the attorney-in-fact that executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the attorney's power of attorney indicating the monetary limit as such power.

18. MATERIALS AND INSTALLATION

The bidder will provide complete installation. The work site will be maintained in a clean and safe manner during installation. The bidder will remove all shipping containers and packaging. All materials and installation shall be per the bid documents that includes the project manual and all drawings. Materials are owned and the sole responsibility of the Contractor while in transit and/or storage. Materials and debris may not be buried on premises unless specific permission is given.

19. FIRM PRICE GUARANTEE

All pricing will remain firm for ninety (90) days or bid award, whichever comes first.

20. GUARANTEE

All labor and materials are fully guaranteed for a period in conformance with the bid specifications. This period will not be less than one (1) year from the date of substantial completion.

21. CONTRACT TERMINATION

The County reserves the right, upon thirty days written notice, to terminate any contract for failure of vendor to comply with terms and conditions set forth herein. Non-performance on the part of the vendor shall constitute breach of contract and shall nullify any and all contractual obligations between the seller and the purchaser.

22. TIME OF COMPLETION

Construction activities may not begin until on or after September 6, 2022. Substantial Completion of the contract will be required on or before November 18, 2022. Final punch list items are required to be completed prior to December 2, 2022. Any changes to this schedule will be by written authorization only by the County.



COUNTY OF ST. CLAIR



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PORT HURON, MI 48060

23. PROPOSAL AND BID FORM

The project will include, asphalt pathway construction, aggregate roadway construction, asphalt parking lot construction, concrete sidewalk installation, drainage improvements, permanent pavement markings and parking lot signing, at multiple locations within Goodells County Park.

Bidders shall make a careful examination of the site, become informed as to the location, nature of the proposed work, general existing conditions, and facilities, permits and all other matters that may affect the cost, and time and completion of the contract. All prices shall include materials, installation, overhead, permits, fees, and all other general conditions to complete the project as designed. Payment will be made on a unit price basis for work completed.

The bidder has read and understands the interest of the County completing this project in a timely manner with the completion dates as stated in Item 22 Time of Completion.

The Contractor in bidding acknowledges that Goodells County Park is a public park and will take precautions necessary to protect the natural resources, existing park facilities, and the public from damage or harm. The Contractor shall approve access routes for construction traffic and concrete trucks prior to commencing any work. Concrete trucks will only wash out at the location approved by County Staff. The Contractor will be responsible for removing any washout materials from the site prior to the completion of the project.

Material, Density, and Compaction Testing will be completed by the County. Contractor shall provide a 24-hour notice prior to required testing needs.

This project DOES NOT REQUIRE prevailing wages. This project DOES REQUIRE bonds as specified in this document.

BID PRICE SUBMITTED AS ITEM PRICES:

The Contractor submits the following bid based on the Total for the Item Prices. The quantities are given to assist the Contractor in bidding, and the Contractor is responsible for verifying all quantities.



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PORT HURON, MI 48060

BASE BID

Unit Bid Price Schedule: Base Bid					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Bid Price
1100001	Mobilization, Max	LSUM	1	\$15,741.86	\$15,741.86
2030016	Sewer, Rem, 24 inch to 48 inch	Ft	35	\$40.37	\$1,412.95
2040050	Pavt, Rem	Syd	35	\$42.17	\$1,475.95
2050010	Embankment, CIP	Cyd	326	\$60.71	\$19,791.46
2050016	Excavation, Earth	Cyd	2445	\$10.91	\$26,674.95
2050041	Subgrade Undercutting, Type II	Cyd	250	\$32.82	\$8,205.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	7	\$118.02	\$826.14
2080036	Erosion Control, Silt Fence	Ft	500	\$2.19	\$1,095.00
3020010	Aggregate Base, 4 inch	Syd	105	\$18.92	\$1,986.60
3020016	Aggregate Base, 6 inch	Syd	1035	\$13.78	\$14,262.30
3060006	Aggregate Surface Cse	Ton	400	\$36.68	\$14,672.00
3060012	Aggregate Surface Cse, 8 inch	Syd	3510	\$14.22	\$49,912.20
3080005	Geotextile, Separator	Syd	4525	\$1.31	\$5,927.75
4010036	Culv End Sect, 36 inch	Ea	1	\$1,692.14	\$1,692.14
4010094	Culv End Sect, Metal, 12 inch	Ea	4	\$399.29	\$1,597.16
4010136	Culv Cl A, 36 inch	Ft	30	\$194.64	\$5,839.20
4010199	Culv, Cl A, CSP, 12 inch	Ft	111	\$111.91	\$12,422.01
5010005	HMA Surface, Rem	Syd	475	\$926	\$4,398.50



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PORT HURON, MI 48060

Unit Bid Price Schedule: Base Bid					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Bid Price
5012024	HMA, 4EL	Ton	150	\$ 161.00	\$24,150.00
5012036	HMA, 5EL	Ton	105	\$ 182.85	\$19,199.25
8030010	Detectable Warning Surface	Ft	5	\$ 86.25	\$431.25
8030044	Sidewalk, Conc, 4 inch	Sft	1000	\$ 10.35	\$10,350.00
8100371	Sign, Post, Steel 3 lb	Ft	28	\$ 11.50	\$322.00
8100405	Sign, Type IIIB	Sft	3	\$ 27.60	\$82.80
8110293	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, 4 inch, Blue	Ft	190	\$ 2.30	\$437.00
8110295	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, 4 inch, Yellow	Ft	290	\$ 2.30	\$667.00
8117050	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, Accessible Sym, Blue	Ft	2	\$ 34.50	\$69.00
8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	Ft	50	\$ 23.00	\$1,150.00
8127051	Maintaining Traffic	LSUM	1	\$15,651.16	\$15,651.16
8162002	Slope Restoration, Non-Freeway, Type A	Syd	4650	\$ 6.97	\$32,410.50
8240001	Contractor Staking	LSUM	1	\$11,500.00	\$11,500.00
TOTAL OF ALL BID PRICES FOR BASE BID:				\$ 304,353.13	

In words, this bid price for the **BASE BID** is:

Three hundred four thousand three hundred fifty ^{three} Dollars and 13 Cents.



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PORT HURON, MI 48060

ALTERNATE BID A

Unit Bid Price Schedule: Alternate Bid A					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Bid Price
2050010	Embankment, CIP	Cyd	50	\$59.31	\$2,965.50
2050016	Excavation, Earth	Cyd	610	\$10.91	\$6,655.10
3020016	Aggregate Base, 6 inch	Syd	760	\$15.06	\$11,445.60
3060012	Aggregate Surface Cse, 8 inch	Syd	315	\$19.40	\$6,111.00
3080005	Geotextile, Separator	Syd	930	\$1.34	\$1,246.20
5012024	HMA, 4EL	Ton	160	\$161.00	\$25,760.00
5012036	HMA, 5EL	Ton	85	\$204.70	\$17,399.50
8027050	Bumper Block	Ea	2	\$115.00	\$230.00
8030010	Detectable Warning Surface	Ft	10	\$86.25	\$862.50
8030046	Sidewalk, Conc, 6 inch	Sft	155	\$21.70	\$3,363.50
8037010	Sidewalk, Conc, Thickened Edge	Sft	580	\$17.25	\$10,005.00
8050010	Curb Slp, HMA	Ft	104	\$5.75	\$598.00
8070000	Guardrail, Type B	Ft	13	\$163.71	\$2,128.23
8070010	Guardrail, Curved, Type B	Ft	25	\$118.66	\$2,966.50
8077050	Guardrail, End Shoe	Ea	2	\$892.75	\$1,785.50
8100371	Sign, Post, Steel 3 lb	Ft	70	\$11.50	\$805.00
8100405	Sign, Type IIIB	Sft	7	\$27.60	\$193.20
8110293	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, 4 inch, Blue	Ft	230	\$2.30	\$529.00

**COUNTY OF ST. CLAIR**

ADMINISTRATION
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FAX 810-985-3463
PORT HURON, MI 48060

Unit Bid Price Schedule: Alternate Bid A					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Bid Price
8110295	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, 4 inch, Yellow	Ft	70	\$ 2.30	\$ 161.00
8117050	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, Accessible Sym, Blue	Ea	4	\$34.50	\$ 138.00
8117050	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and Lots, Thru Arrow Sym, Yellow	Ea	4	\$34.50	\$ 138.00
8162002	Slope Restoration, Non-Freeway, Type A	Syd	800	\$ 7.45	\$ 5,960.00
TOTAL OF ALL BID PRICES FOR ALTERNATE BID A:				\$ 101,446.33	

In words, this bid price for the **ALTERATE BID A** is:

one hundred one thousand four hundred forty six Dollars and 33 Cents.



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ALTERNATE BID B

Unit Bid Price Schedule: Alternate Bid B					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Bid Price
2040020	Curb and Gutter, Rem	Ft	81	\$ 23.75	\$ 1,923.75
2050010	Embankment, CIP	Cyd	10	\$ 92.07	\$ 920.70
2050016	Excavation, Earth	Cyd	100	\$ 12.10	\$ 1,210.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea	2	\$ 165.86	\$ 331.72
3020016	Aggregate Base, 6 inch	Syd	200	\$ 16.22	\$ 3,244.00
3080005	Geotextile, Separator	Syd	200	\$ 2.82	\$ 564.00
4030006	Dr Structure, Cover, Adj, Case 2	Ea	2	\$ 1,020.60	\$ 2,041.20
4037001	Dr Structure, Rehab	Ea	2	\$ 1,647.06	\$ 3,294.12
5010005	HMA Surface, Rem	Syd	150	\$ 12.71	\$ 1,906.50
5010061	HMA, Approach	Ton	60	\$ 197.80	\$ 11,868.00
8020038	Curb and Gutter, Conc, Det F4	Ft	79	\$ 86.25	\$ 6,813.75
8162002	Slope Restoration, Non-Freeway, Type A	Syd	25	\$ 29.85	\$ 746.25
TOTAL OF ALL BID PRICES FOR ALTERNATE BID B:				\$ 34,863.99	

In words, this bid price for the **ALTERATE BID B** is:

Thirty four thousand eight hundred sixty three Dollars and 99 Cents.



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ALTERNATE BID C

Unit Bid Price Schedule: Alternate Bid C					
Item No.	Item Description	Unit	Total Estimated Quantity	Unit Price	Bid Price
2030001	Culv, Rem, Less than 24 inch	Ea	2	\$ 847.88	\$ 1695.76
2040050	Pavt, Rem	Syd	35	\$ 30.61	\$ 1071.35
2050010	Embankment, CIP	Cyd	95	\$ 39.07	\$ 3711.65
2050016	Excavation, Earth	Cyd	65	\$ 15.53	\$ 1009.45
3020016	Aggregate Base, 6 inch	Syd	40	\$ 32.63	\$ 1305.20
3080005	Geotextile Separator	Syd	40	\$ 14.11	\$ 564.40
4010094	Culv End Sect, Metal, 12 inch	Ea	1	\$ 729.78	\$ 729.78
4020033	Sewer, Cl A, 12 inch, Tr Det B	Ft	212	\$ 65.03	\$ 13,786.36
4030006	Dr Structure, Cover, Adj, Case 2	Ea	2	\$ 1024.78	\$ 2049.56
4030010	Dr Structure, Cover, Type B	Ea	1	\$ 503.94	\$ 503.94
4030040	Dr Structure, Cover, Type G	Ea	1	\$ 307.97	\$ 307.97
4030200	Dr Structure, 24 inch Dia	Ea	1	\$ 2838.28	\$ 2,838.28
4030210	Dr Structure, 48 inch Dia	Ea	1	\$ 3,225.77	\$ 3,225.77
5010061	HMA, Approach	Ton	20	\$ 318.55	\$ 6,371.00
8162002	Slope Restoration, Non-Freeway, Type A	Syd	420	\$ 8.25	\$ 3465.00
TOTAL OF ALL BID PRICES FOR ALTERNATE BID C:				\$ 42,635.47	

In words, this bid price for the **ALTERATE BID C** is:

Forty two thousand six hundred thirty five Dollars and 47 Cents.



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APPROVAL ACCEPTANCE/ACCEPTANCE OF SPECIFICATIONS

The undersigned herein submits this proposal and agrees to enter into an agreement, if awarded the contract, with the St. Clair County Parks & Recreation Commission on behalf of the St. Clair County Board of Commissioners in accordance with the contract documents. In submitting this completed and signed proposal it is understood the right is reserved by the St. Clair County Parks & Recreation Commission to reject any or all bids and to make such award that, in the opinion of the County Board of Commissioners, is in the best interest of the County of St. Clair, Michigan. The bidder has read and understands the interest of the County completing this project in a timely manner with substantial completion of the project on or before **November 18, 2022**.

NAME OF BIDDER: Raymond Excavating Company

BUSINESS ADDRESS OF BIDDER: 800 Gratiot Blvd.

Marysville, Michigan 48040

BUSINESS TELEPHONE No. OF BIDDER: 810-364-6881

AUTHORIZED SIGNATURE: 

TITLE OF SIGNER: David Burgess
President

DATE OF SIGNATURE: 7/7/22 FAX No.: 810-364-2930

EMAIL: stane@raymondexcavating.com

25. REFERENCES (Provide at least 3)

Company	Contact Person	Phone No.
<u>City of Port Huron</u>	<u>Angela McKinstry</u>	<u>810-984-9730</u>
<u>City of Marysville</u>	<u>Barry Kreiner</u>	<u>810-364-8340</u>
<u>Brnj Engineers</u>	<u>Mike Quaine</u>	<u>810-984-5596</u>



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26. SUBCONTRACTOR'S LIST

The undersigned Bidder declares that the Bid is submitted on the basis of the use of the following major subcontractors and that no changes in subcontractors will be made except by mutual consent of the Bidder and the County.

Description of Work

Subcontractor

Asphalt - Hess Paving

Concrete - Gm + Sons

Landscape - St. Clair Landscape & Irrigation

Guardrail - Nationwide

Please contact Melissa Krolczyk, Purchasing Coordinator, with any questions regarding this document at mkrolczyk@stclaircounty.org or by phone at 810-989-6375.



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27. MICHIGAN CONTRACTING REQUIREMENTS

THIS PAGE MUST BE SIGNED AND MUST ACCOMPANY THE VENDOR BID.

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the County of St. Clair, MI's Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the County of St. Clair, MI as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the County of St. Clair, MI's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Raymond Excavating Company

Name of Company

DAVE BURGESS PRES.

Name and Title of Authorized Representative

[Signature]

Signature

7-7-22

Date



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THIS PAGE MUST BE SIGNED AND MUST ACCOMPANY THE VENDOR BID.

**CERTIFICATION OF COMPLIANCE – SUSPENSION AND DEBARMENT
E.O. 12549 and 12689 “Debarment and Suspension”**

The undersigned, the owner, or authorized officer of the below-named company (the “Company”), pursuant to the compliance certification requirement provided in the County of St. Clair, MI’s Request For Proposal (the “RFP”), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an active business listed on the General Services Administration’s Excluded Parties List System (EPLS), and that in the even the Company is awarded a contract by the County of St. Clair, MI as a result of the aforementioned RFP, the Company is not and will not become an active business on the General Services Administration’s Excluded Parties List System (EPLS) at www.SAM.gov at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the County of St. Clair, MI’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Raymond Excavating Company
Name of Company

David Burgess-President
Name and Title of Authorized Representative

[Signature]
Signature

7-7-22
Date



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Raymond Excavating Company

800 Gratiot Blvd

Marysville, MI 48040

OWNER:

(Name, legal status and address)

County of St. Clair

200 Grand River Ave., Suite 203

Port Huron, MI 48060

BOND AMOUNT: Five Percent (5%) of Amount Bid

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

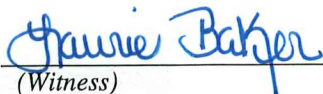
Goodells County Park Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **7th** day of **July, 2022**


(Witness)


(Witness)

Raymond Excavating Company

(Principal)

(Seal)

(Title)

David Burgess, President
Hudson Insurance Company

(Surety)

(Seal)

(Title)

Susan L. Small, Attorney-in-Fact

Init.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alan P. Chandler, Robert Trobec, Jeffrey A. Chandler, Kathleen M. Irelan, Ian J. Donald, Susan L. Small, John L. Budde
of the state of Michigan

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 20 22 at New York, New York.



Attest.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 3rd day of June, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 7th day of July, 2022.



By.....
Dina Daskalakis, Corporate Secretary



COUNTY OF ST. CLAIR



Addendum #1

RFP-PR-0622-435 Goodells County Park Improvements

Intent: This addendum has been issued to modify and/or interpret the original specifications for the RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

1. Q Why a Guard rail?
A The Guardrail is to protect an existing power panel.

2. Q Can excavated spoils stay somewhere on site?
A Yes, CLEAN spoils can stay on site in the fields North or East of the detention pond as long as they are graded out; see asterisk note on Sheet 13 of the plans.

3. Q Is staking the contractor's responsibility?
A Yes, staking to be done by contractor and included in the bid item "Contractor Staking".

4. Q Is mobilization to cover all projects?
A Yes, mobilization is to cover all projects, both Base and Alternative bids.

5. Q Which projects are considered priority?
A We are looking to have all projects completed on this contract. If budget won't allow, then the projects North of County Park Drive will have preference.

6. Q Will the low bidder be chosen for the Base bid and each of the Alternative bids?
A Our intent is to award the overall low bidder the contract if they meet qualifying criteria. If budget won't allow for alternatives to be done this year, then the alternatives will be re-bid at a later date.

7-5-22

Signature of Bidder acknowledging receipt of this Addendum

Date



COUNTY OF ST. CLAIR



ADMINISTRATION
PURCHASING DIVISION
200 GRAND RIVER, SUITE 203
www.stclaircounty.org

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PHONE 810-989-6375
FAX 810-985-3463
PORT HURON, MI 48060

Notice of Award

To: _____

Project: Goodells County Park Improvements
St. Clair County Parks & Recreation Commission

Date of Issue: _____

You are notified that your Proposal for the above Project has been considered. You have been awarded the contract for the Goodells County Park Improvements project.

The Contract Price of the contract is _____, \$(_____)

_____ shall comply with the following condition within fifteen days of the date of the Notice of Award, that is by _____.

1. You shall deliver the required Insurance Certificates.
2. Bonds as required.
3. A signed copy of the Agreement as specified in the Instructions.

Failure to comply with these conditions within the time specified shall entitle the County to consider your Proposal abandoned and to annul this Notice of Award.

Within ten days after receipt of acceptable Insurance Certificates, and a signed Agreement, the County shall return to you one fully executed copy of the Agreement.

St. Clair County Parks & Recreation Commission

By: _____
(Authorized Signature)

Title: _____



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ADMINISTRATION
PURCHASING DIVISION
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PHONE 810-989-6375
FAX 810-985-3463
PORT HURON, MI 48060

Notice to Proceed

DATE: _____

TO: _____

PROJECT: Goodells County Park Improvements
St. Clair County Parks & Recreation Commission

You are notified that you are to start performing the Work and your other obligations under the contract Documents. The date of Final Completion shall be in compliance with the Bid Form, and as agreed to by the Contractor, the Contractor shall complete the project by the completion dates stated in the contract documents.

St. Clair County Parks & Recreation Commission

By: _____

Title: _____



GENERAL CONDITIONS

1. Assignment of Contract and Other Contracts

- 1.1. The Contractor shall not assign the Contract or any part thereof without the written consent of the County.
- 1.2. The County reserves the right to let other contracts in connection with this Work even if of like character to the Work under this Contract. The Contractor shall coordinate this Work with such other concerns.
- 1.3. If any part of the contractor's work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the County any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute and acceptance of the other contractor's work.

2. Materials and Workmanship

- 2.1. All workmanship shall conform to the best current practices of the respective trades, and all equipment, materials, and articles incorporated in the Work under the contract shall be new and of a grade consistent in the opinion of the County with the quality and performance requirements of their respective kinds for the purpose. The Contractor, shall if required, furnish evidence as to kind and quality of materials.
- 2.2. In general, it is the intent of these Conditions to permit the use of equipment of any manufacture so long as they are fully consistent in the opinion of the County with the quality and performance requirements of the job. This is indicated by the use of the words "or approved equal" following a specific trade name or manufacturer.
- 2.3. Material installed on the project shall be carefully inspected by the County. The Contractor shall within twenty-four (24) hours after receiving written notice from the County remove from the grounds or buildings all material, fixtures, or apparatus deemed by the County as failing to conform to the Specifications and/or Plans and/or to the conditions of the Contract.
- 2.4. The County shall have the right to order the Work wholly or partially stopped until the objectionable work, materials, fixtures, or apparatus are removed, or to declare the contract forfeited for non-performance or not being executed according to the intent or meaning of the Specifications and/or Plans.

3. Use of the Premises

- 3.1. The Contractor shall confine his equipment apparatus, the storage of materials and operations of his employees to the limits indicated by law, ordinances, permits, or directions of the County, and shall not unnecessarily encumber the premises with his materials or equipment.

4. Damages and Save Harmless Clause

To the fullest extent permitted by law the Contractor agrees to defend, pay in behalf of, indemnify, and hold harmless St. Clair County Parks & Recreation Commission and the County of St. Clair, Michigan its elected and appointed officials, employees and volunteers, and others working in behalf of the County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the County, its elected and appointed officials, employees, volunteers, or others working in behalf of the County, by reason of personal injury, including bodily injury or death and/or property damage, including loss thereof, which arises out of or is in any way connected or associated with this contract.

- 4.1. The contractor shall be responsible for damage to the project property that may be caused by his work.



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PURCHASING DIVISION
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PHONE 810-989-6375
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PORT HURON, MI 48060

4.2. The Contractor assumes all risks of damages or injuries, including death, to property or persons used or employed on or in connection with the Work, and all risks of damages or injuries, including death, to any persons or property wherever located, resulting from any action, omission, or operation under the contract or in connection with the Work, whether such action, omission, or operation is in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part by the contractor, any subcontractor, any material supplier, anyone directly or indirectly employed by any of them, or any other person. Contractor shall indemnify, hold harmless, and defend the County, their employees, agents, servants, and representatives from and against any and all suits, actions, legal or administrative proceedings, demands, loss, expense, damage, liability, and claims of whatever nature (including but not limited to attorney's fees), regardless of the merit thereof, which may be asserted against the County, their employees, agents, servants, and representatives on account of any such damages or injuries described above, including death, whether or not such damages or injuries, including death, are or are alleged to be caused, occasioned, or contributed to in part by the negligence of the County, their employees, agents, servants, or representatives, and whether or not the contractor and the County are alleged to be jointly liable for such damages or injuries, including death, except the contractor shall not be obligated to indemnify the County hereunder for any damages or injuries, including death, caused by or resulting from the County's sole negligence or willful misconduct.

5. Cleaning

The Contractor shall at all times keep the project property and the adjoining premises clean of rubbish caused by the Contractor's operations and at the completion of the Work shall remove all rubbish, tools, equipment, temporary work, and surplus materials from and about the project property and shall leave the Work Area clean and ready for use.

6. Permits and Inspections

The contractor shall obtain all necessary permits required by laws and regulations, give all required notices, and pay all lawful fees in accordance with requirements for this Work and the locality in which the project is being built. The Contractor shall deliver to the County certificates of inspection where such are required.

7. Insurance

Insurance shall be provided in accordance with policy amounts, and coverage described in the Instructions to Bid.

8. Safety

The Contractor shall perform all work in accordance with "The General Safety Rules and Regulations for the Construction Industry" as promulgated by the State Construction Safety Commission under the authority of the Safety Act, Act 89 of the Public Acts of 1963, as amended, and the Federal Occupational Safety and Health Acts of 1970, Public Law 91-596, 84 Stat. 1590, as amended, and MiOSHA regulations.



9. Non-Discrimination

In connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color or national origin, age, sex, height, weight, marital status, or physical and mental disabilities. The aforesaid provision shall include, but not be limited to the following: recruitment or recruitment advertising; employment, upgrading, demotion, or transfer; and layoff and selection for training, including apprenticeship. Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PS 453, as amended, MCL37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220 as amended, MCL37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants regarding discrimination.

10. Liens

The Contractor shall deliver the Work free and clear of liens. A Waiver of Lien shall be submitted with the final invoice.

11. Guarantees

In addition to the specific guarantees required by the Specifications for the Work to be performed under this Contract, the contractor shall furnish a written guarantee of all the Work to be performed under this Contract against defects in materials or workmanship for a period of one year from the date of final acceptance of the complete Work by the County. The Contractor shall within a reasonable time after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during said period and any damage of other work caused by said defects or the repairing of same at his own expense and without cost to the County.

12. Bonding Requirements

Refer to Instructions to Bidders.

13. Violations and Failure to Comply

If the Contractor is willfully violating any of the provisions of this Contract, or should the work or any part thereof, be not fully completed within the time granted in the Contract by the County then, in any such case, the County may notify the Contractor, in writing, to discontinue all work, or any part thereof, and the contractor shall discontinue the work as directed. Said notice may be served either personally or by leaving a copy at the usual place of residence or business of said Contractor or by mailing such notice to the address given at the time of the signing of this Contract; if the contractor consists of more than one person, service may be made on any or all of them. The County may thereupon according to law, enter upon and take possession of the work, or any part thereof. The County may re-advertise and re-let the uncompleted portions of said Contract and all expense or financial loss to the Owner arising from completing said Contract, including adjustments to the contract Performance Bond and all additional contract security, and for the cost of additional managerial and administrative services, shall be deducted by the Owner out of monies then due or to become due, the Contractor under this Contract. In case such expense shall exceed the amount, which would have been payable under this Contract, if the same had been completed by the Contractor, the contractor or his Sureties shall pay the amount of such excess to the Owner in proportion to amounts the Owner in proportion to amounts the Owner had been obligated to pay the Contractor pursuant to this Contract. Should such expense be less than the amount payable under this Contract had the same been completed by the contractor, he shall receive the difference from the Owner. In such instance, the Owner shall each pay the Contractor in proportion to amounts the Owner had been obligated to pay the Contractor pursuant to this Contract. In cases this Contract or any alterations or modifications thereof be thus terminated, the decision of the Owner shall be conclusive and said Contractor shall not be allowed to claim or received any compensation or damages for not being allowed to proceed with the Work.



14. Extension of Time

If the contractor finds it impossible for reasons beyond his control to complete the work within the time specified, or as extended in accordance with the provisions of this paragraph, he may, at any time prior to the expiration of the time, as extended, make a written request to the Owner for an extension of time setting forth the reasons which he believes will justify the granting of his request. The contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner finds that the Contractor's work was delayed because of conditions beyond the control and without the fault of the Contractor, they may extend the time for completion in such amount as conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

15. Discrepancies in Drawings

Any discrepancies found between the Drawings and specifications and site conditions or any errors or omissions in the Drawings and Specifications shall be immediately reported on the owner who shall promptly contact the consultant to correct such error or omission in writing. Any work done by the contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

16. Equipment Data

The contractor shall furnish three (3) copies of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type. Submission shall be with not less than a cover letter itemizing and identifying the materials and providing them in an organized and neat fashion.

17. Construction Staking

The Contractor shall furnish all surveys, lines, and grades reasonably necessary for the control of the work, including making careful and accurate measurements and for constructing all work accurately to the lines and grades as shown on the Drawings. The contractor shall have the responsibility to carefully preserve and protect U.S. government corners, property corners, benchmarks, monuments, and reference points (hereinafter referred to as "Survey Control Points") and construction stakes. In case of loss or disturbance of said points during the construction period, the contractor shall pay the cost of replacement and shall be responsible for any mistakes that may be caused by such loss or disturbance.

18. Sanitary Provisions

The Contractor shall provide and maintain sanitary conveniences for the use of all persons employed in the work. The Contractor shall prohibit the committing of a nuisance with the work or upon lands about the work. Any employee found violating these provisions shall be discharged and not again employed without written consent of the Owner. Any temporary facilities will be removed immediately at the completion of the project.

19. Additional Work

Additional work beyond the project scope will require written authorization and agreement by the Owner as to the work scope and price to be paid for the work. Any work completed by the Contractor without written documentation from the Owner may risk non-payment for the work. Any additional work that is required in an emergency to protect life and property shall be performed by the Contractor as required and the Owner notified as soon as possible concerning the work required.



20. Requests for Payment

The Contractor may submit monthly Requests for Payment for work done and materials delivered, and property stored on the site. Each request shall state the work completed for each item, the percentage of the item complete, previous payments, and remaining contract amounts. When payment is requested for materials stored on the site, the requests shall be accompanied by invoices or other information as requested. The Requests for Payment will include a 10% retainage for all payment requested. This retainage will be held according to current laws by the Owner until full project completion.

With each Request, A Contractor's Declaration declaring that the Contractor has not performed any work, furnished any material, sustained any loss, damage or delay, for any reason, including soil conditions encountered or created, or otherwise done anything for which he will ask, demand, sue for, or claim compensation from the owner except as shown on the Declaration and if required shall submit receipts or other vouchers showing his payments for materials and labor, including payments to sub-contractors.

21. Existing Utilities

Prior to commencing work, the contractor will contact Miss Dig and have the existing utilities identified. Additional private utilities shall be discussed on site with the Owner prior to commencing work. The contractor shall hand dig to locate utilities wherever deemed practical.

End of General Conditions



COUNTY OF ST. CLAIR



ADMINISTRATION
PURCHASING DIVISION
200 GRAND RIVER, SUITE 203
www.stclaircounty.org

Pg 26

PHONE 810-989-6375
FAX 810-985-3463
PORT HURON, MI 48060

DRAWINGS

The Drawings with this document include the drawing set prepared by Fishbeck, titled, "Goodells County Improvements" and dated June 16, 2022.

SPECIFICATIONS

Unless otherwise stated on the drawings or included in this Bid Manual, the specifications for this project will be the current edition of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction. Additional specifications prepared by Fishbeck are included in this bid package.

CERTIFICATE OF SECRETARY (Corporations only)

The undersigned, being the duly elected secretary of a Michigan corporation, hereby certifies that the following resolution was duly adopted by the Board of Directors of said corporation at a meeting on 12/31/20 and that this resolution is in full force and effect:
(DATE)

"RESOLVED, That the following listed persons are hereby authorized to execute, on behalf of Raymond Excavating Company any and all contracts with the State of Michigan or other governmental entity."

The names typed or printed below must exactly match the names on page 8.
Titles and signatures are not required on this page.

David Burgess

Brandon Burgess

Ralph G. Livingston, III

SIGNATURE OF SECRETARY

Marquitta L. Lutz

DATE

6/29/2021

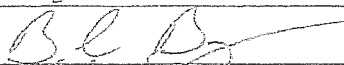
PERSONS AUTHORIZED TO EXECUTE CONTRACTS

The following persons are duly authorized to execute contracts and related documents on behalf of:

LEGAL COMPANY NAME (BIDDER)

Raymond Excavating Company

NOTE: In addition, CORPORATIONS shall complete the Certificate of Secretary listing those persons authorized to execute contracts.

NAME (Printed or typed, must match authorized signature exactly.)	AUTHORIZED SIGNATURE	DATE
David Burgess		6/29/2021
Brandon Burgess		6/17/2021
Ralph G. Livingston, III		6/24/2021

EQUAL EMPLOYMENT OPPORTUNITY/EQUAL ACCESS PROGRAM

The bidder named above has initiated and intends to continue an equal employment opportunity policy designed to eliminate any discrimination in employment because of religion, race, color, national origin, age, sex, marital status, physical or mental handicap, weight or arrest record.

The bidder named above will not discriminate in providing its programs or services to the public because of religion, race, color, national origin, age, sex, marital status or physical or mental handicap. The bidder will also provide reasonable accommodation to the needs of individuals with disabilities consistent with state and federal law.

Goodells County Park Improvements

Item No.	Item Description	Unit	Qty	Unit Price	Bid Price
1100001	Mobilization, Max	LSUM	1	\$ 15,741.86	\$ 15,741.86
2030016	Sewer, Rem, 24 inch to 48 inch	Ft	35	\$ 40.37	\$ 1,412.95
2040050	Pavt, Rem	Syd	35	\$ 42.17	\$ 1,475.95
2050010	Embankment, CIP	Cyd	326	\$ 60.71	\$ 19,791.46
2050016	Excavation, Earth	Cyd	2445	\$ 10.91	\$ 26,674.95
2050040	Subgrade, Undercutting, Type II	Cyd	250	\$ 32.82	\$ 8,205.00
2080020	Erosion Control, Inlet Protection, Fabric Drop	Ea.	7	\$ 118.02	\$ 826.14
2080036	Erosion Control, Silt Fence	Ft	500	\$ 2.19	\$ 1,095.00
3020010	Aggregate Base, 4 inch	Syd	105	\$ 18.92	\$ 1,986.60
3020016	Aggregate Base, 6 inch	Syd	1035	\$ 13.78	\$ 14,262.30
3060006	Aggregate Surface Cse	Ton	400	\$ 36.68	\$ 14,672.00
3060012	Aggregate Surface Cse, 8 inch	Syd	3510	\$ 14.22	\$ 49,912.20
3080005	Geotextile, Separator	Syd	4525	\$ 1.31	\$ 5,927.75
4010036	Culv End Sect, 36 inch	Ea.	1	\$ 1,692.14	\$ 1,692.14
4010094	Culv End Sect, Metal, 12 inch	Ea.	4	\$ 399.29	\$ 1,597.16
4010136	Culv C1 A, 36 inch	Ft	30	\$ 194.64	\$ 5,839.20
4010199	Culv, C1 A, CSP, 12 inch	Ft	111	\$ 111.91	\$ 12,422.01
5010005	HMA Surface, Rem	Syd	475	\$ 9.26	\$ 4,398.50
5012024	HMA, 4EL	Ton	150	\$ 161.00	\$ 24,150.00
5012036	HMA, 5EL	Ton	105	\$ 182.85	\$ 19,199.25
8030010	Detectable Warning Surface	Ft	5	\$ 86.25	\$ 431.25
8030044	Sidewalk, Conc, 4 inch	Sft	1000	\$ 10.35	\$ 10,350.00
8100371	Sign, Post, Steel 3 lb.	Ft	28	\$ 11.50	\$ 322.00
8100405	Sign, Type IIIB	Sft	3	\$ 27.60	\$ 82.80
	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and				
8110293	Lots, 4 inch, Blue	Ft	190	\$ 2.30	\$ 437.00
	Pavt Mrkg, Waterborne, For Rest Areas, Parks, and				
8110295	Lots, 4 inch, Yellow	Ft	290	\$ 2.30	\$ 667.00
	Pavt Mrkg, Waterborne For Rest Areas, Parks , and				
8117050	Lots, Accessible Sym, Blue	Ft	2	\$ 34.50	\$ 69.00
8120210	Pavt Mrkg, Longit, 6 inch or less Width, Rem	Ft	50	\$ 23.00	\$ 1,150.00
8127051	Maintaining Traffic	Lsum	1	\$ 15,651.16	\$ 15,651.16
8162002	Slope Restoration, Non-Freeway, Type A	Syd	4650	\$ 6.97	\$ 32,410.50
8240001	Contractor Staking	Lsum	1	\$ 11,500.00	\$ 11,500.00

Total of all Bid Prices for Base Bid: **\$ 304,353.13**

Alternate Bid A

2050010	Embankment, CIP	Cyd	50	\$ 59.31	\$ 2,965.50
2050016	Excavation, Earth	Cyd	610	\$ 10.91	\$ 6,655.10
3020016	Aggregate Base, 6 inch	Syd	760	\$ 15.06	\$ 11,445.60
3060012	Aggregate Surface, Cse, 8 inch	Syd	315	\$ 19.40	\$ 6,111.00
3080005	Geotextile Separator	Syd	930	\$ 1.34	\$ 1,246.20
5012024	HMA, 4EL	Ton	160	\$ 161.00	\$ 25,760.00
5012036	HMA, 5EL	Ton	85	\$ 204.70	\$ 17,399.50
8027050	Bumper Block	Ea.	2	\$ 115.00	\$ 230.00
8030010	Detectable Warning Surface	Ft	10	\$ 86.25	\$ 862.50
8030046	Sidewalk, Conc, 6 inch	Sft	155	\$ 21.70	\$ 3,363.50
8037010	Sidewalk Conc, Thickened Edge	Sft	580	\$ 17.25	\$ 10,005.00
8050010	Curb, Slip, HMA	Ft	104	\$ 5.75	\$ 598.00

8070000 Guardrail, Type B	FT	13	\$	163.71	\$	2,128.23
8070010 Guardrail, Curved, Type B	Ft	25	\$	118.66	\$	2,966.50
8077050 Guardrail, End Shoe	Ea.	2	\$	892.75	\$	1,785.50
8100370 Sign, Post , Steel 3 lb.	Ft	70	\$	11.50	\$	805.00
8100405 Sign, Type IIIB	Sft	7	\$	27.60	\$	193.20
Pavt Mrkg, Waterborne For Rest Areas, Parks, and						
8110293 Lots, 4 inch, Blue	Ft	230	\$	2.30	\$	529.00
Pavt Mrkg, Waterborne For Rest Areas, Parks, and						
8110295 Lots, 4 inch, Yellow	FT	70	\$	2.30	\$	161.00
Pavt Mrkg, Waterborne For Rest Areas, Parks , and						
8117050 Lots, Accessible Sym, Blue	Ea.	4	\$	34.50	\$	138.00
Pavt Mrkg, Waterborne For Rest Areas, Parks , and						
8117050 Lots, Accessible Sym, Yellow	Ea.	4	\$	34.50	\$	138.00
8162002 Slope Restoration, Non-Freeway, Type A	Syd	800	\$	7.45	\$	5,960.00

Total of all Bid Prices for Alternate

Bid A: \$ **101,446.33**

Alternate Bid B

2040020 Curb and Gutter, Rem	Ft	81	\$	23.75	\$	1,923.75
2050010 Embankment, CIP	Cyd	10	\$	92.07	\$	920.70
2050016 Excavation, Earth	Cyd	100	\$	12.10	\$	1,210.00
2080020 Erosion Control. Inlet Protection, Fabric Drop	Ea.	2	\$	165.86	\$	331.72
3020016 Aggregate Base, 6 inch	Syd	200	\$	16.22	\$	3,244.00
3080005 Geotextile Separator	Syd	200	\$	2.82	\$	564.00
4030006 Dr Structure. Cover, Adj, Case 2	Ea.	2	\$	1,020.60	\$	2,041.20
4037001 Dr Structure, Rehab	Ea.	2	\$	1,647.06	\$	3,294.12
5010005 HMA Surface, Rem	Syd	150	\$	12.71	\$	1,906.50
5010061 HMA, Approach	Ton	60	\$	197.80	\$	11,868.00
8020038 Curb and Gutter, Conc, Det F4	Ft	79	\$	86.25	\$	6,813.75
8162002 Slope restoration, Non-Freeway Type A	SYD	25	\$	29.85	\$	746.25

Total of all Bid Prices for Alternate

\$ **34,863.99**

Alternate BID C

2030001 Culv, Rem, less than 24 inch	Ea.	2	\$	847.88	\$	1,695.76
2040050 Pavt, Rem	Syd	35	\$	30.61	\$	1,071.35
2050010 Embankment, CIP	Cyd	95	\$	39.07	\$	3,711.65
2050016 Excavation, Earth	Cyd	65	\$	15.53	\$	1,009.45
3020016 Aggregate Bae, 6 inch	Syd	40	\$	32.63	\$	1,305.20
3080005 Geotextile Separator	Syd	40	\$	14.11	\$	564.40
4010094 Culv End Sect, Metal, 12 inch	Ea.	1	\$	729.78	\$	729.78
4020033 Sewer, CIA, 12 inch, Tr Det B	Ft	212	\$	65.03	\$	13,786.36
4030006 Dr Structure Cover, Adj Case 2	Ea.	2	\$	1,024.78	\$	2,049.56
4030010 Dr Structure Cover, Type B	Ea.	1	\$	503.94	\$	503.94
4030040 Dr Structure Cover, Type G	Ea.	1	\$	307.97	\$	307.97
4030200 Dr Structure, 24 inch dia	Ea.	1	\$	2,838.28	\$	2,838.28
4030210 Dr Structure, 48 inch dia	Ea.	1	\$	3,225.77	\$	3,225.77
5010061 HMA, Approach	Ton	20	\$	318.55	\$	6,371.00
8162002 Slope Restoration, Non-Freeway, Type A	Syd	420	\$	8.25	\$	3,465.00

Total of all Bid Prices for Alternate

Bid C: \$ **42,635.47**

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
Michigan Recreational Construction, Inc.	Craig Sheffer	07/08/2022 03:44 PM EDT	Brighton	Michigan
Hutch Paving, Inc.	Michael Campbell	07/06/2022 01:52 PM EDT	Warren	Michigan
Core and Main	Christopher Climie	06/30/2022 06:43 PM EDT	Shelby Township	Michigan
Future Fence Company	Jason Gautz	06/30/2022 10:19 AM EDT	Warren	Michigan
Goretski's Construction Company	Kyle Goretski	06/29/2022 03:11 PM EDT	Milford	Michigan
Concrete Placement LLC	Frank Reneaud	06/28/2022 04:10 PM EDT	Holly	Michigan
Finishing Touch Photo & Video	Cynthia Hurley	06/28/2022 03:36 PM EDT	Chesterfield	Michigan
DANICA Service Group LLC	Bid Manager	06/28/2022 02:30 PM EDT	Grand Rapids	Michigan
Pamar Enterprises, Inc.	Susan Mazza	06/28/2022 02:24 PM EDT	New Haven	Michigan
Pre-Construction Media	Bharat Doshi	06/27/2022 10:15 AM EDT	West Bloomfield	Michigan
Jensen Bridge & Supply Company	Dale Chambers	06/24/2022 04:00 PM EDT	Sandusky	Michigan
JISI Group, LLC	Amber Amato	06/23/2022 12:09 PM EDT	Sterling Heights	Michigan
JSS - Macomb, LLC	Patrick Jones	06/22/2022 08:17 PM EDT	Shelby Twp	Michigan
Murray Underground Systems Inc	Kimberlee Murray	06/22/2022 12:56 PM EDT	Fort Gratiot	Michigan
HMC, LLC	Giuseppe Tiseo	06/22/2022 10:43 AM EDT	Troy	Michigan
Timber Systems	Kristin Riedel	06/21/2022 01:31 PM EDT	Lapeer	Michigan
Hammars Contracting	Matt Phillips	06/21/2022 10:26 AM EDT	Kimball	Michigan
James P Contracting, Inc.	Max Wiggins	06/21/2022 09:17 AM EDT	Washington	Michigan
Asphalt Specialists, Inc.	Paul Myers	06/21/2022 08:55 AM EDT	Pontiac	Michigan
VanGordon Land Solutions	Dylan Mercier	06/20/2022 09:02 PM EDT	Milford	Michigan
Mckenzie Concrete Inc	Joe McKenzie	06/20/2022 06:18 PM EDT	North street	Michigan
Miracle Midwest	Jeff Martinson	06/20/2022 05:36 PM EDT	Holly	Michigan
Play Environments Design, LLC	Heather VanKley	06/20/2022 03:25 PM EDT	Holland	Michigan
Carlo Construction, Inc.	Michael Catenacci	06/20/2022 12:53 PM EDT	Rochester Hills	Michigan
DCC Construction, Inc.	Jason Orchard	06/20/2022 07:59 AM EDT	Davison	Michigan
Shreevastava Inc.	Sweety Srivastava	06/18/2022 05:15 PM EDT	Bhagalpur	
Santoro Services	Dewey Santoro	06/17/2022 01:40 PM EDT	Detroit	Michigan
Sawyer Services Ic.	Kim Sawyer	06/17/2022 11:25 AM EDT	Chesterfield	Michigan
QTO Solutions	Muhammad Ahmad Mustafa	06/17/2022 11:24 AM EDT	Detroit	Michigan
DP Schwehofer Excavating, Inc	David Schwehofer	06/17/2022 09:12 AM EDT	St Clair	Michigan
Fishbeck	Briana Mumby	06/17/2022 08:56 AM EDT	Grand Rapids	Michigan
Best Asphalt, Inc.	Barb Page	06/17/2022 06:28 AM EDT	Romulus	Michigan

Organization Name	Main Contact	Download Date	City	Province/State
Raymond Excavating Company	Ralph Livingston	06/16/2022 04:09 PM EDT	Marysville	Michigan
Cross Construction Group	mike butcher	06/16/2022 04:04 PM EDT	Livonia	Michigan
Childers Construction, LLC	James Childers	06/16/2022 03:48 PM EDT	Mount Clemens	Michigan
Decorative Concrete Resources	Ray Veitengruber	06/16/2022 03:32 PM EDT	Saginaw	Michigan
Ace-Saginaw Paving Co.	Nathan Gotts	06/16/2022 03:32 PM EDT	Saginaw	Michigan
Natural Community Services	John DeLisle	06/16/2022 03:13 PM EDT	West Bloomfield	Michigan
No Fault LLC	Carmen Soileau	06/16/2022 03:07 PM EDT	Baton Rouge	Louisiana
All Star Power Excavation LLC	Adry Ebrahim	06/16/2022 03:06 PM EDT	Grosse Pointe Woods	Michigan
Nationwide Construction Group	Scott Keller	06/16/2022 02:52 PM EDT	Richmond	Michigan
Great Lakes Recreation Company	Jonathan Slenk	06/16/2022 02:49 PM EDT	Zeeland	Michigan
Boddy Construction	Ryan Bauer	06/16/2022 02:15 PM EDT	Port Huron	Michigan
Erie Construction, LLC	Jody Petit	06/16/2022 02:15 PM EDT	Woodhaven	Michigan
L.J. Construction, Inc.	Brian Umphrey	06/16/2022 02:14 PM EDT	Clifford	Michigan
GM & SONS, INC.	Karl Schweitzer	06/16/2022 02:12 PM EDT	Novi	Michigan
Anglin Civil	Kevin Murphy	06/16/2022 02:11 PM EDT	Livonia	Michigan
HYMMCO LLC	Bob Brannan	06/16/2022 02:10 PM EDT	Wixom	Michigan

Landfill 2022 Cell 2/3/4 Seeding Project

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
	2022 Cell 2/3/4 Seeding Bid Memo	7/26/2022	Exhibit
	Cell Seeding Drawing	7/26/2022	Exhibit



COUNTY OF ST. CLAIR



Smiths Creek Landfill

6779 Smiths Creek Road Smiths Creek, MI 48074 (810) 989-6981
scclandfill@stclaircounty.org

July 27, 2022

From: Matt Williams

To: St. Clair County Environmental and Public Works Committee

Subject: 2022 Cell 2/3/4 Seeding Project

Commissioners,

I am writing today to request your approval of a construction contract to seed approximately 7 acres of the landfill to stabilize the landfill cover and to install additional stormwater management controls.

Under solid waste regulations, we are required to install at least one foot of compacted clay over any area of the landfill that will not be filled for more than three (3) months. We are also required to maintain the integrity of this cover by preventing erosion to ensure waste does not become exposed. Accordingly, in 2018 we installed a minimum of one foot of clay over this area have been continuously performing maintenance to repair erosion rills as they appear.

Right now, we do not anticipate additional fill we be placed in this area for more than 20 years. Therefore, we are proposing to vegetate (seed) this area and place clay diversion berms and a downslope rock flume to convey stormwater to the appropriate channels. These improvements will significantly reduce the amount of maintenance (and cost) needed moving forward.

A public bid opening for the work was conducted on July 19, 2022. Only one qualified bid was received, from Raymond Excavating Company of Novi. The submitted bid price is \$320,734.60.

Given that multiple bids were NOT received, landfill staff and the design engineer (CTI & Associates, Inc.) carefully reviewed the bid prices for reasonableness and conformance to industry norms. After this evaluation I am confident that the price provided is within a reasonable cost range.

Therefore, it is my recommendation to the Environmental/Health & Safety Committee that Raymond Excavating Company be selected for this work for a budgeted amount of \$352,808.00, which includes a 10% contingency of \$32,073.40. I request the Committee recommend approval of this contract to the full Board of Commissioners (BOC). A signed contract (for the bid price) will be provided to the BOC at their regular meeting on August 17, 2022.





COUNTY OF ST. CLAIR



Smiths Creek Landfill

6779 Smiths Creek Road Smiths Creek, MI 48074 (810) 989-6981
scclandfill@stclaircounty.org

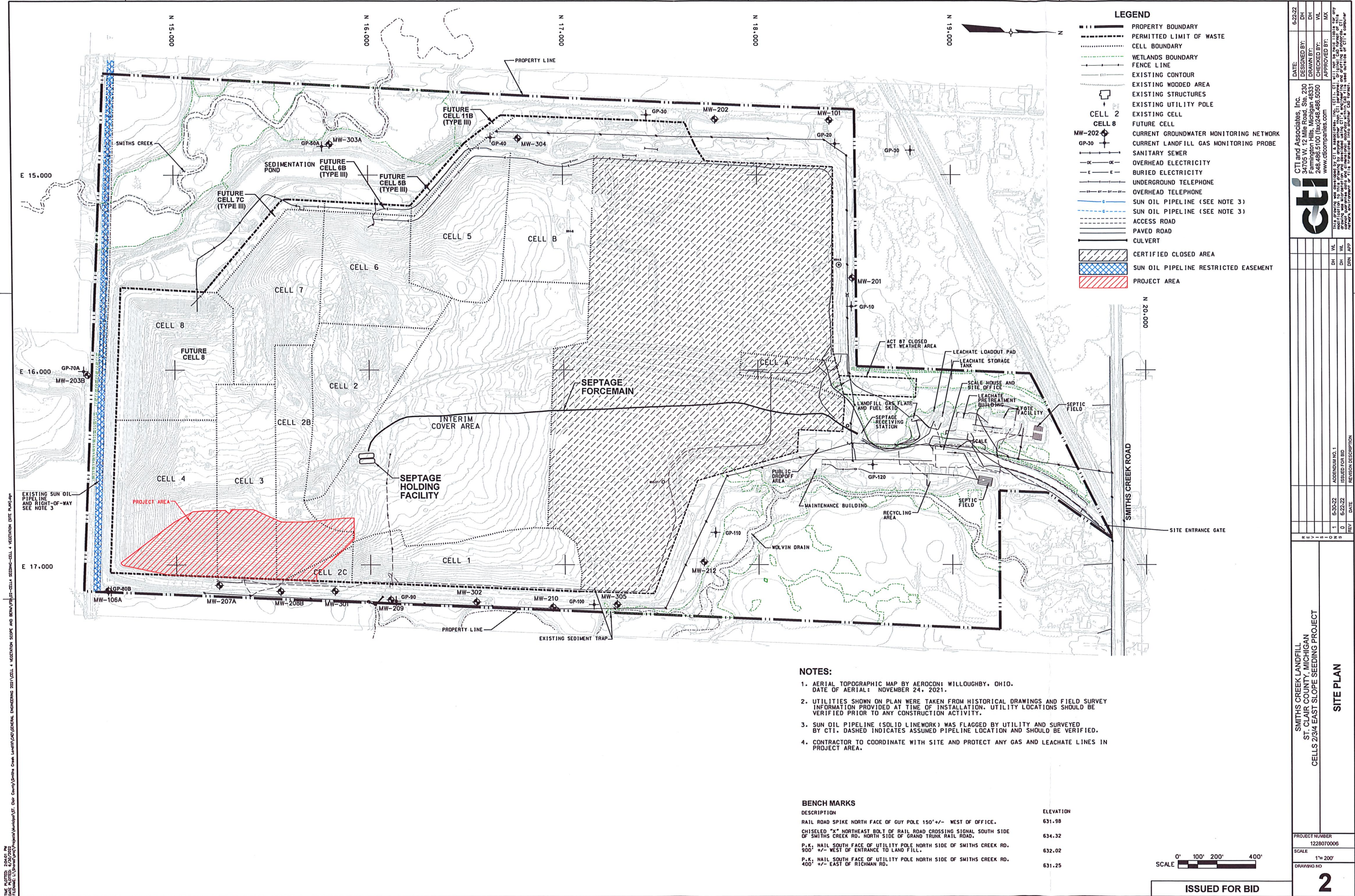
Respectfully,

A handwritten signature in black ink that reads "Matthew B. Williams".

Matthew B. Williams

Cc: Karry Hepting, SCC Administrator/Controller
Melissa Krolczyk, SCC Purchasing Manager





- NOTES:**
1. AERIAL TOPOGRAPHIC MAP BY AEROCON: WILLOUGHBY, OHIO.
DATE OF AERIAL: NOVEMBER 24, 2021.
 2. UTILITIES SHOWN ON PLAN WERE TAKEN FROM HISTORICAL DRAWINGS AND FIELD SURVEY INFORMATION PROVIDED AT TIME OF INSTALLATION. UTILITY LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION ACTIVITY.
 3. SUN OIL PIPELINE (SOLID LINEWORK) WAS FLAGGED BY UTILITY AND SURVEYED BY CTI. DASHED INDICATES ASSUMED PIPELINE LOCATION AND SHOULD BE VERIFIED.
 4. CONTRACTOR TO COORDINATE WITH SITE AND PROTECT ANY GAS AND LEACHATE LINES IN PROJECT AREA.

BENCH MARKS	
DESCRIPTION	ELEVATION
RAIL ROAD SPIKE NORTH FACE OF GUY POLE 150' +/- WEST OF OFFICE.	631.98
CHISELED "X" NORTHEAST BOLT OF RAIL ROAD CROSSING SIGNAL SOUTH SIDE OF SMITHS CREEK RD. NORTH SIDE OF GRAND TRUNK RAIL ROAD.	634.32
P.K. NAIL SOUTH FACE OF UTILITY POLE NORTH SIDE OF SMITHS CREEK RD. 900' +/- WEST OF ENTRANCE TO LAND FILL.	632.02
P.K. NAIL SOUTH FACE OF UTILITY POLE NORTH SIDE OF SMITHS CREEK RD. 400' +/- EAST OF RICHMAN RD.	631.25

0' 100' 200' 400'
SCALE

ISSUED FOR BID

DATE: 6-22-22
DESIGNED BY: DH
DRAWN BY: DH
CHECKED BY: MX
APPROVED BY: MX

CTI and Associates, Inc.
34705 W. 12 Mile Road, Ste. 230
Farmington Hills, Michigan 48331
248.486.5100 (fax) 248.486.5050
www.cticompanies.com

This drawing was developed by CTI & Associates, Inc. (CTI) for the purpose of providing engineering and design services. It is not to be used for any other purpose without the written consent of CTI & Associates, Inc. All rights reserved.

REV	DATE	REVISION DESCRIPTION
1	6-30-22	ADDITIONAL NO. 1
0	6-22-22	ISSUED FOR BID

PROJECT NUMBER
1228070006

SCALE
1"=200'

DRAWING NO
2

SMITHS CREEK LANDFILL
ST. CLAIR COUNTY, MICHIGAN
CELLS 2/3/4 EAST SLOPE SEEDING PROJECT

SITE PLAN

Resolution 22 - 21 Airport Pavement Crack Sealing & Paint Marking - Sponsor Contract

Summary:

Sponsor contract to begin construction of pavement crack sealing and paint marking at St. Clair County International Airport.

ATTACHMENTS:

Description	Upload Date	Type
▣ Memo - Airport Pavement Crack Sealing	7/27/2022	Cover Memo
▣ Sponsor Contract 2022-0744	7/27/2022	Exhibit
▣ MDOT 2022-0744: Sponsor Cert	7/27/2022	Exhibit
▣ Resolution 22-21 Airport Sponsor Contract Approval Project 22-0744	7/29/2022	Cover Memo

MEMO

St. Clair County International Airport

TO: Karry Hepting, County Administrator Controller
St. Clair County Board of Commissioners

FROM: Catherine Fiore, Airport Director

DATE: Wednesday, July 27th, 2022

SUBJECT: MDOT Sponsor Contract NO. 2022-0744
Federal Project NO. B-26-0080-3419

- Seal Runway Surface/Joints – Runway 04/22, Parallel Taxiway B, Terminal Apron, Runway 10/28 & Taxiway C Crack Sealing
- Rehabilitate Runway 04/22, Parallel Taxiway B, Terminal Apron, Runway 10/28 & Taxiway C Paint Marking

Enclosed is the Sponsor contract with Michigan Department of Transportation (MDOT) Office of Aeronautics and the County of St. Clair to commence the pavement crack sealing and paint marking for Runways 04/22 & 10/28, Taxiways B & C, and the Terminal Apron.

The Federal Aviation Administration (FAA) requires airports which receive federal grants to have a pavement management plan and to implement the recommendation of the plan. MDOT Office of Aeronautics initiated an effort to update the statewide Airport Pavement Management System (APMS). In 2018 pavement inspectors evaluated St. Clair County International Airport's paved surfaces identifying and classifying signs of pavement distress. Pavement Condition Index (PCI) was used where a score of zero is failed pavement and a score of 100 is pavement that is in excellent condition.

Below are the PCI ratings of the pavement at St. Clair County International Airport from the 2018 report, and the projected PCI rating for 2022:

Pavement Section	2018 PCI Rating	2022 Projected PCI Rating
Runway 04/22	N/A	90
Taxiway B	N/A	58
Terminal Apron	71	65
Runway 10/28	60	57
Taxiway C	66	59

Based on the 2022 projected ratings, approval to perform crack sealing pavement maintenance has been approved for FAA ACIP funding to extend the lifespan of the pavement.

The total estimated project cost is:

Federal Share	\$50,715.00
Maximum MDOT Share	\$14,167.00
<u>Sponsor Share</u>	<u>\$14,168.00</u>
Estimated Project Cost	\$79,050.00

Grant funding from FAA will support construction on Runway 04/22, Taxiway B and Terminal Apron sections. MDOT and local shares will cover the remaining costs equally.

With your approval of this sponsor contract, the construction is scheduled to begin September 2022.

MICHIGAN DEPARTMENT OF TRANSPORTATION
ST. CLAIR COUNTY BOARD OF COMMISSIONERS
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and ST. CLAIR COUNTY BOARD OF COMMISSIONERS (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the St. Clair County International Airport, whose associated city is Port Huron, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated May 25, 2022 attached hereto and made a part hereof.

PROJECT DESCRIPTION:

SEAL RWY PAVEMENT SURFACE/JOINTS - RWY 4/22, PARALLEL TWY B & TERMINAL APRON CRACK SEALING

REHABILITATE RUNWAY - RWY 4/22, PARALLEL TWY B & TERMINAL APRON PAINT MARKING

SEAL RWY PAVEMENT SURFACE/JOINTS - RWY 10/28 & TWY C (WEST OF RWY 4/22) CRACK SEALING

REHABILITATE RUNWAY - RWY 10/28 & TWY C (WEST OF RWY 4/22) PAINT MARKING

Recitals:

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

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

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

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

The parties agree that:

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

THE SPONSOR WILL:

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

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

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

4. With regard to audits and record-keeping:

- a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

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

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

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

MDOT WILL:

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

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

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

IT IS FURTHER AGREED THAT:

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

Federal Share	\$50,715
Maximum MDOT Share	\$14,167
SPONSOR Share	<u>\$14,168</u>
<i>Estimated</i> PROJECT COST	\$79,050

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

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

Alternatively, the PROJECT COST may be met in whole with federal funds granted to MDOT by the FAA through the block grant program. Upon final settlement of the costs,

the federal funds will be applied to one hundred percent (100%) of the PROJECT COSTS up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13.

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

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

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

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

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation

necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

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

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

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

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:
 - a. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.
 - b. The SPONSOR will carry out the applicable requirements of MDOT's DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.
19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor,

manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

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

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

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

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

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

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



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

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

The logo for the Michigan Department of Transportation (MDOT) is displayed in the background. It features a green silhouette of the state of Michigan on the left, followed by the letters "MDOT" in a large, blue, serif font. Below "MDOT", the words "Michigan Department of Transportation" are written in a smaller, green, sans-serif font.

EXHIBIT 1

ST. CLAIR COUNTY INTERNATIONAL AIRPORT PORT HURON, MICHIGAN

Project No. B-26-0080-3419
Job No. 213994CON & 216476CON - F/S/L
Job No. 213995CON & 216477CON - S/L

May 25, 2022

	Federal	State	Local	Total
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$50,715	\$14,167	\$14,168	\$79,050
Seal Rwy Pavement Surface/Joints - Rwy 4/22, Parallel Twy B & Terminal Apron Crack Sealing	\$23,400	\$1,300	\$1,300	\$26,000 Job 213994
Rehabilitate Runway - Rwy 4/22, Parallel Twy B & Terminal Apron Paint Marking	\$27,315	\$1,517	\$1,518	\$30,350 Job 216476
Seal Rwy Pavement Surface/Joints - Rwy 10/28 & Twy C (west of Rwy 4/22) Crack Sealing	\$0	\$5,550	\$5,550	\$11,100 Job 213995
Rehabilitate Runway - Rwy 10/28 & Twy C (west of Rwy 4/22) Paint Marking	\$0	\$5,800	\$5,800	\$11,600 Job 216477
TOTAL PROJECT BUDGET	\$50,715	\$14,167	\$14,168	\$79,050

Federal Billing Breakdown:

Bill #1 \$50,715 SBGP 10719 Grant Award Date: 9/24/19

Bid Date & Type: 05/06/22 MDOT

Period of Performance End Date: 09/01/23 (FY 19 NPEs expire 9/23/23)

MAC Approval: 05/25/22

ATTACHMENT X

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

1. Does this project receive Federal funds? Yes
2. Recipient's Name: St. Clair County Board of Commissioners
3. Recipient's DUNS Number: DUNS 06-982-3615 / UEI LDRRE6AP5KB3
4. Amount of Federal funds: \$50,715
5. Federal Grant Number(s): SBGP 10719
6. Grant Award Date(s): 9/24/19
7. MDOT Project Number: B-26-0080-3419
8. Project Description: Seal taxiway pavement surface/joints - airfield crack sealing,
Rehabilitate taxiway - airfield paint marking
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-107-2022
11. Federal Award Date: 9/24/2019
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 9/1/2023
14. Amount of Federal Funds obligated by this action: \$50,715
15. Total amount of Federal Funds obligated: \$50,715
16. Total amount of the Federal award: \$50,715
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Paul Ajegba
Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909

19. Is this a Research and Development award? No

20. Indirect cost rate for the Federal award (if applicable): N/A



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: St. Clair County Board of Commissioners

Airport: St. Clair County International Airport

Project Number: B-26-0080-3419

Description of Work: RWY 4/22, PARALLEL TWY B & TERMINAL APRON CRACK SEALING
RWY 4/22, PARALLEL TWY B & TERMINAL APRON PAINT MARKING
RWY 10/28 & TWY C (WEST OF RWY 4/22) CRACK SEALING
RWY 10/28 & TWY C (WEST OF RWY 4/22) PAINT MARKING

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: St. Clair County Board of Commissioners

Airport: St. Clair County International Airport

Project Number: B-26-0080-3419

Description of Work: RWY 4/22, PARALLEL TWY B & TERMINAL APRON CRACK SEALING
RWY 4/22, PARALLEL TWY B & TERMINAL APRON PAINT MARKING
RWY 10/28 & TWY C (WEST OF RWY 4/22) CRACK SEALING
RWY 10/28 & TWY C (WEST OF RWY 4/22) PAINT MARKING

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of
Transportation

**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: St. Clair County Board of Commissioners

Airport: St. Clair County International Airport

Project Number: B-26-0080-3419

Description of Work: RWY 4/22, PARALLEL TWY B & TERMINAL APRON CRACK SEALING
RWY 4/22, PARALLEL TWY B & TERMINAL APRON PAINT MARKING
RWY 10/28 & TWY C (WEST OF RWY 4/22) CRACK SEALING
RWY 10/28 & TWY C (WEST OF RWY 4/22) PAINT MARKING

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☐ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- ☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ATTACHMENT 1

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 12

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

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

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

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

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

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

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Appendix B

(Aeronautics)

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

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

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

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

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

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

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

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

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

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

APPENDIX F

GENERAL CONDITIONS

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

APPENDIX F

9. Suspension or Debarment.

The State must:

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

The Subgrantee must:

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

10. Ban on Texting When Driving.

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

APPENDIX F

11. Trafficking in Persons.

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

12. Exhibit A Included with Grant Application. The Exhibit “A” updated [5/13/2015](#), submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

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

14. Audits for Public Sponsors.

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

APPENDIX F

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

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

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

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

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

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

APPENDIX F

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

17. Land Acquisition.

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

APPENDIX F

Special Conditions

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

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

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

APPENDIX F

Special Conditions

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

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

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Special Conditions

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

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

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Special Conditions

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

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

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Special Conditions

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

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

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
		a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
Airport	Pavement Exceeding \$500,000	<u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u> The Sponsor agrees to: a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

APPENDIX F

Special Conditions

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

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

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Special Conditions

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

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

APPENDIX F

Special Conditions

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

Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	<u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	<u>BUILDING AIP PRORATION:</u> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.
Airport or Noise	Noise Land	<u>ACQUISITION OF NOISE LAND:</u> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<u>ANNUAL NOISE REPORT:</u> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX F

Special Conditions

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

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

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

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

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE		
IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO			IS THIS THE FINAL INVOICE? ☐ YES ☐ NO				
CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
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		\$	\$				

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

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

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: St. Clair County Board of Commissioners

Airport: St. Clair County International Airport

Project Number: B-26-0080-3419

Description of Work: RWY 4/22, PARALLEL TWY B & TERMINAL APRON CRACK SEALING
RWY 4/22, PARALLEL TWY B & TERMINAL APRON PAINT MARKING
RWY 10/28 & TWY C (WEST OF RWY 4/22) CRACK SEALING
RWY 10/28 & TWY C (WEST OF RWY 4/22) PAINT MARKING

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: St. Clair County Board of Commissioners

Airport: St. Clair County International Airport

Project Number: B-26-0080-3419

Description of Work: RWY 4/22, PARALLEL TWY B & TERMINAL APRON CRACK SEALING
RWY 4/22, PARALLEL TWY B & TERMINAL APRON PAINT MARKING
RWY 10/28 & TWY C (WEST OF RWY 4/22) CRACK SEALING
RWY 10/28 & TWY C (WEST OF RWY 4/22) PAINT MARKING

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of
Transportation

**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: St. Clair County Board of Commissioners

Airport: St. Clair County International Airport

Project Number: B-26-0080-3419

Description of Work: RWY 4/22, PARALLEL TWY B & TERMINAL APRON CRACK SEALING
RWY 4/22, PARALLEL TWY B & TERMINAL APRON PAINT MARKING
RWY 10/28 & TWY C (WEST OF RWY 4/22) CRACK SEALING
RWY 10/28 & TWY C (WEST OF RWY 4/22) PAINT MARKING

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☐ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- ☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

RESOLUTION 22-21

ST. CLAIR COUNTY INTERNATIONAL AIRPORT

Seal Rwy Pavement Surface Joints – Fwy 4/22, Parallell Twy B & Terminal Apron Crack Sealing; Rehab Runway 4/22, Parallel Twy B & Terminal Apron Paint Marking; Seal Rwy Pavement Surface/Joints – Rwy 10/28 % Twy C (West of Rwy 4/22) Crack Sealing; Rehab Rwy 10/28 & Twy C (West of Rwy 4/22) Paint Marking

EXTRACT FROM THE MINUTES OF A REGULAR MEETING OF THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS IN ST. CLAIR, MICHIGAN HELD ON JULY 15, 2021.

The following Resolution was introduced, read in full, considered and adopted:

RESOLUTION 2-12

WHEREAS, ON AUGUST 18, 2022 A RESOLUTION ADOPTING THE EXECUTION OF THE SPONSOR CONTRACT BY THE ST. CLAIR COUNTY BOARD OF COMMISSIONERS, OF PORT HURON, MICHIGAN, AND THE DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF OBTAINING FEDERAL AID FOR THE DEVELOPMENT OF THE ST. CLAIR COUNTY INTERNATIONAL AIRPORT, UNDER CONTRACT NO. 2022-0744 WAS APPROVED.

BE IT RESOLVED by the members of the St. Clair County Board of Commissioners:

Section I. That the St. Clair County Board of Commissioners shall enter into a Sponsor Contract for development of the St. Clair County International Airport, and such Sponsor Contract shall be as set for herein below:

Section II. That the Chairperson of the St. Clair County Board of Commissioners is hereby authorized and directed to execute said Sponsor Contract in two (2) copies on behalf of the County of St. Clair, Michigan and the County Clerk is hereby authorized and directed to impress the official seal and to attest said execution:

Section III. That the Sponsor Contract referred to herein below shall be attached:

Dated: August 18, 2022

ST. CLAIR COUNTY
BOARD OF COMMISSIONERS

Reviewed and Approved by:

Gary A. Fletcher
County Corporation Counsel
511 Fort Street, Suite 101
Port Huron, MI 48060

Environmental Assessment for Runway 04/22 Approach Clearing

Summary:

Approval for Mead & Hunt to begin environmental assessment for Runway 04/22 approach clearing.

ATTACHMENTS:

Description	Upload Date	Type
📎 Memo - Airport Environmental Assessment	7/27/2022	Cover Memo
📎 Mead & Hunt - EA Workscope	7/27/2022	Backup Material
📎 EA Fees	7/27/2022	Backup Material

MEMO

St. Clair County International Airport

TO: Karry Hepting, County Administrator Controller
St. Clair County Board of Commissioners

FROM: Catherine Fiore, Airport Director

DATE: Wednesday, July 27th, 2022

SUBJECT: Environmental Assessment for Runway 04/22 Approach Clearing
MDOT Sponsor Contract NO. TBD
Federal Project NO. TBD

Enclosed is Mead & Hunt's project scope for the environmental assessment at St. Clair County International Airport. This project is focusing on primary Runway 04/22's approaches to plan for future obstruction removals and land acquisitions. Airports that receive federal and state funding are required to maintain safe and cleared approaches for aircraft and pilots utilizing the airspace.

The scope of work includes clearing approximately 3,000 obstructions from 40 parcels covering approximately 525 acres of property, as well as on-airport obstructions within Runway 04/22's approaches. Runway 10/28 is not included in the project scope.

The project is eligible for federal and state grant funding. Local shares will be covered using the airport general fund. The estimate cost for the project is broken down in the schedule below:

Federal Share	\$341,124.00	(99.11%)
MDOT Share	\$1,530.00	(0.44%)
Local Share	\$1,531.00	(0.44%)
Estimated Project Cost	\$344,185.00	

The Michigan Aeronautics Committee approved funds transfer during the July 20, 2022 meeting. Sponsor contract is currently being drafted, and will be distributed to County Commissioners once available.

With your approval, Mead & Hunt will begin performing the environmental assessment, and schedule an updated LiDAR survey flight for September 2022. The last LiDAR survey was completed in 2019.

ATTACHMENT E SCOPE OF SERVICES

ST. CLAIR COUNTY INTERNATIONAL AIRPORT PORT HURON, MICHIGAN ENVIRONMENTAL ASSESSMENT FOR RUNWAY 4/22 APPROACH CLEARING

May 11, 2022

As part of the on-going development of St. Clair County International Airport (Airport or SPONSOR), the SPONSOR proposes to clear, grub, and grade land located off the ends of Runway 4/22. The proposed action is needed to remove existing and potential obstructions identified as penetrations to the Federal Aviation Regulations (FAR) Part 77 Imaginary Surfaces (FAR Part 77), Threshold Siting Surface (TSS), Light Signal Clearance Surface (LSCS), Obstacle Clearance Surface (OCS), as well as the Michigan State Licensing Surface. Unmaintained vegetation has the potential to become obstructions to runway approaches in the future.

Approximately 63 acres of obstruction clearing is proposed on both Airport owned property as well as private property in the approaches of Runway 4/22 (see Area of Potential Effect map at the end of this document). Potential obstructions are found on Airport owned property, private property with existing easements, and approximately 23 private properties requiring new easements. These obstructions were identified as part of the data contained in the Airport Layout Plan, and the recently acquired LiDAR Obstruction data by Mead & Hunt, Inc. (CONSULTANT) and their subconsultant (NV5 Geospatial, formerly Quantum Spatial, Inc.). Any new easements will give the SPONSOR the right to maintain the airspace and allow for the removal of trees penetrating the approach surface.

The obstruction points may not represent a single tree or obstruction but could be representative of more than one obstruction since the identified spot is taken on the canopy of the vegetation. Conversely, more than one obstruction point may be associated with a single tree with a large branching structure. These numbers are used as an estimation of potential impacts.

Runway 10/28: It is understood that existing and potential obstructions are in the Runway 10/28 approaches. However, any obstruction clearing associated with Runway 10/28 will be paid for locally and may be exempt from the NEPA as the property was purchased with local funds. Obstruction clearing of Runway 10/28 is assumed to fall under Section 163 of the FAA Reauthorization Act of 2018. Section 163 limits FAA's review and approval authority of an Airport Layout Plan (ALP) to those portions of the ALP that:

1. Materially impact the safe and efficient operation of aircraft at, to, or from the airport.
2. Adversely affect the safety of people or property on the ground adjacent to the airport as a result of aircraft operations; or
3. Adversely affect the value of prior federal investments to a significant extent.

A Section 163 determination frames the required NEPA analysis and may limit the FAA's authority to review a proposed project. The Federal Aviation Administration (FAA) is the final approving authority for Section 163 determinations.

Although the obstruction clearing of Runway 10/28 may be exempt from NEPA analysis, it is not exempt from special purpose laws and permits such as the Clean Water Act and the Threatened and Endangered Species Act. Any field work necessary to obtain required permits to satisfy special purpose laws (e.g. wetland delineations to obtain a wetland permit) for Runway 10/28 are excluded from this Scope of Services (Scope) and will be paid for using local funds. No work associated with Runway 10/28 is included in this Scope. If it is determined by the FAA that Section 163 does not apply to Runway 10/28, any NEPA analysis and documentation will be added by an amendment.

Runway 4/22: Federal funding will be utilized for the proposed Runway 4/22 easement acquisition and obstruction removals; therefore, environmental documentation and analysis sufficient to satisfy the National Environmental Policy Act (NEPA) is required by law. To meet this requirement an Environmental Assessment (EA) will be completed. The EA will define and analyze potential impacts of the proposed action and any reasonable alternatives. The EA will also determine whether any potential impacts are significant enough to necessitate an Environmental Impact Statement (EIS). If impacts are identified that require additional analysis beyond those included in this Scope, the additional work effort will be added by amendment.

It should be noted that the project area contains protected environmental resources. A preliminary review indicates that the following major environmental resources may experience impacts from the proposed project and may require additional analysis, regulatory agency coordination and/or technical studies, and mitigation development. These resources are addressed in the following sections and include:

- Air Quality – The project is in non-attainment for ozone and sulfur dioxide
- Farmland – The project area contains Prime Farmland if Drained and Farmland of Local Importance soils
- Wetlands – Preliminary investigations indicate that regulated wetlands may be impacted
- Threatened and Endangered Species – Habitat for several protected species is found in the project area and may be impacted

The following presents an outline of information required for the EA and a brief discussion of each of the required sections of the report. This outline conveys the general format anticipated for the final environmental document. The following tasks apply to all Airport owned or privately owned parcels described above unless otherwise noted.

Task 1.0 Project Management

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

- Mead & Hunt, Inc. (prime)

- Lawhon & Associates (archaeology subconsultant)
- O.R. Colan Associates (land specialist subconsultant)
- NV5 Geospatial (LiDAR Survey)

Due to the complex nature of the project, it is important to have a single point of contact (POC) representing the Airport, Michigan Department of Transportation Office of Aeronautics (MDOT AERO), and the CONSULTANT Team. 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 approach for the review of various documents which will be developed (chapters, technical reports, etc.). Proposed POC for each organization includes:

- Airport Primary POC: Catie Fiore
- MDOT AERO Primary POC: Steve Houtteman
- Consultant Team POC: Bill Ballard

This task defines the project management, project coordination, communication efforts, and quality controls that will be implemented. This approach provides regular and timely coordination between the CONSULTANT Team, the SPONSOR, and MDOT AERO. Project management tasks will continue throughout the entire project schedule. Meetings, site visits, and teleconferences associated with each work task will be combined with other tasks, when possible, in order to reduce project expenses and streamline the schedule. Project management is divided into the following:

- Project Scoping
- Project Administration
- SPONSOR/ MDOT AERO Coordination

Project Scoping: Coordination to develop a strong understanding of the project was necessary to develop an appropriate Scope. This Scope is developed through meetings and input from the Airport and MDOT AERO. This task also includes coordination with team members to create a Scope that meets the needs of PHN and MDOT AERO. Scoping efforts completed prior to the actual contract execution will be reimbursed as part of Task 1 Project Management.

Assumptions: None

Meetings: Two teleconference meetings to review comments and revise the Scope and fee anticipated to be approximately one hour in length with two CONSULTANT Team members attending.

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

Project Administration: Project administration is an ongoing internal process to track project milestones, schedules, and budget. Project administration includes:

- 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 the project budget

Assumptions/Meetings: None

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

SPONSOR/ MDOT AERO Coordination: 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 and MDOT AERO. This will be accomplished through monthly scheduled coordination meetings with the SPONSOR, MDOT AERO, and other team members as needed. It is expected that meeting preparation time, actual meeting attendance, and follow-up meeting minutes and coordination will take approximately two hours per meeting.

Assumptions: The project schedule will be approximately 12 months in length once a notice to proceed (NTP) is received.

Meetings: The Project Manager will organize and conduct SPONSOR / MDOT AERO coordination briefings monthly. Up to 12 monthly coordination meetings via teleconference are included in this Scope, each anticipated to be approximately one hour in length with two CONSULTANT Team members attending.

Deliverables: Minutes of the monthly SPONSOR/ MDOT AERO coordination meeting.

Task 2.0 Early Agency Coordination

Coordination with various federal, state, and local regulatory agencies will be completed 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 to give them an opportunity to provide guidance as it relates to their area of responsibility. The results of the early coordination efforts will be referenced and addressed in the EA and included in the appendices as appropriate. Tribal coordination is also included in this task and is the responsibility of MDOT AERO. Coordination materials including letters, maps, and relevant project data will be created for distribution to regulatory agencies and tribes with interest in the project.

Work included in this task involves organizing, preparing for, and conducting an on-site agency meeting, including out-of-state and in-state travel time, expenses, and necessary coordination for three CONSULTANT Team members.

Assumptions - The following assumptions are associated with this task:

- Up to 25 regulatory/resource agencies and tribes will be engaged and consulted. Materials will be created and distributed by the CONSULTANT under MDOT AERO signature.
- Tribal coordination will be conducted by MDOT AERO with coordination materials supplied by the CONSULTANT.

Meetings: One on-site agency meeting at the Airport to review the project area and obtain information from attending regulatory agencies. It is estimated two days of out-of-state travel time and one day on-site for one CONSULTANT biologist and four hours of in-state travel time and one day on-site for two additional CONSULTANT Team members is required.

Deliverables - The following deliverables are associated with this task:

- Creation of up to 25 sets of appropriate letters and maps for various federal, state, and local regulatory agencies, and tribal coordination and distribution.
- On-site agency meeting exhibits and coordination material.

Task 3.0 Purpose and Need

The CONSULTANT will develop a brief Purpose and Need statement that explains why the project is needed with appropriate justification for the proposed action. To develop this section, information will be provided by the Airport to justify the project. Close coordination with MDOT AERO and the SPONSOR is also expected during the development of the Purpose and Need statement.

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

- Description of the proposed project
- Project Purpose
- Project Need
- Required Federal Actions
- Project Schedule

Assumptions - The following assumptions are associated with this task:

- All documents and data necessary to construct the Purpose and Need chapter will be obtained from previous studies (i.e. planning studies, runway justification studies etc.) or provided by the SPONSOR.
- If additional justification is deemed necessary, the CONSULTANT will require an amendment to this Scope to develop additional narrative for the project's Purpose and Need or the SPONSOR and/or MDOT AERO will be responsible for providing needed information.
- This Scope assumes that the proposed project does increase capacity but is meant to increase the utility and safety for existing users of the Airport. If an analysis is required to address capacity issues, it will be added to the Scope by amendment.
- The CONSULTANT will not develop forecasts of operations, forecasts of passenger enplanements, or fleet mix data for any required analysis.

Meetings: Up to two meetings to review and revise the Purpose and Need chapter will be held via a teleconference call with the SPONSOR and MDOT AERO, each anticipated to be approximately one hour in length with two CONSULTANT Team members attending.

Deliverables: The CONSULTANT will develop and distribute electronic copies of the draft Purpose and Need chapter for review and comment to the SPONSOR and MDOT AERO (not to exceed two rounds of edits). Following MDOT AERO and SPONSOR review, the draft Purpose and Need statement will be revised and finalized.

Task 4.0 Description of Alternatives

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 choice of the Preferred Alternative.”*

The Alternatives Considered chapter will summarize up to three build alternatives that may meet the project's Purpose and Need and provide an explanation of other initial planning alternatives that were eliminated from the study, if applicable. A detailed description of each alternative will be provided along with a general overview of any potential social, economic, or environmental (SEE) impacts expected.

Alternatives expected to be evaluated in the EA include:

- Clear and Grub Obstructions
- Selectively Clear / Cut Obstructions with No Ground Disturbance
- Determination of Non-Hazard
- No Action Alternative

To quantify and evaluate potential environmental impacts of proposed alternatives, preliminary engineering plans will be developed in enough detail to define grading limits, quantify costs of construction, evaluate environmental impacts, and create graphic representations of the alternatives being considered. Preliminary engineering will also allow a detailed analysis of the potential SEE impacts of the Preferred Alternative.

At the conclusion of this chapter, one alternative will be selected and carried forward into the Environmental Consequences chapter of the EA as the Preferred Alternative for additional analysis. The selection of a Preferred Alternative is a milestone in the development of the EA and will require MDOT AERO concurrence.

The chapter will provide the following information for each alternative:

- Expected environmental impacts
- Advantages and disadvantages
- Estimated construction costs
- Comparison of alternatives
- Impact matrix table
- Explanation of why alternatives were dropped from further consideration

At the conclusion of this chapter, a Preferred Alternative will be selected and justification for the selection will be documented. Only the Preferred Alternatives and the No Action Alternative will be carried forward into the Environmental Consequences chapter for additional analysis.

Assumptions: No additional alternatives will be considered or developed beyond those described above.

Meetings: Up to two meetings to review and revise the Alternatives Considered chapter and select the Preferred Alternative will be held by teleconference. Each meeting is anticipated to be approximately one hour in length with two CONSULTANT Team members attending.

Deliverables: The CONSULTANT will develop and distribute electronic copies of the draft Alternatives Considered chapter for review and comment to the SPONSOR and MDOT AERO (not to exceed two rounds of edits). Following MDOT AERO and SPONSOR review, the draft Alternatives Considered chapter will be revised and finalized.

Task 5.0 Affected Environment

This chapter will briefly describe current Airport conditions and the social, economic, and natural environment in which it exists. The purpose of this section is to provide information pertaining to the proposed action and provide the reader with an overall view of the area in which it would take place. Graphics, tables, and data will be developed and implemented for each section listed below to aid in the understanding of the SEE community surrounding the Airport.

An anticipated outline for this chapter of the EA document includes:

- Airport Location and History
- Existing Airport Facilities
 - Airfield Facilities
 - Support Facilities
- Land Use and Zoning
- Population Growth Characteristics
- Natural Features
- Industrial/Commercial Growth Characteristics
- Contemplated Future Actions
- Other Planned Federal or Federally Assisted Activities
- Resource Categories Unlikely to be Impacted
- Resource Categories Expected to be Impacted

Assumptions: None

Meetings: Up to two meetings to review and revise the Affected Environment chapter will be held via teleconference with each meeting anticipated to be approximately one hour in length with two CONSULTANT Team members attending.

Deliverables: The CONSULTANT will develop and distribute electronic copies of the draft Affected Environment chapter for review and comment to the SPONSOR and MDOT AERO (not to exceed two rounds of edits). Following MDOT AERO and SPONSOR review, the draft Affected Environment chapter will be revised and finalized.

Task 6.0 Environmental Consequences

This section will include an analysis of the study area to determine whether the proposed action will have a significant impact on any of the resource categories, as outlined in FAA Orders 5050.4B and 1050.1F. Appropriate use of graphics and tables will be implemented to aid in the understanding of the Environmental Consequences chapter. A summary of the impact categories and the associated work tasks include:

- A. Air Quality – According to the US Environmental Protection Agency’s (USEPA) Greenbook, St. Clair County is designated as nonattainment for ozone, with portions of the County in nonattainment for sulfur dioxide. Because the project involves federal funding and thus constitutes a federal action, the USEPA General Conformity (GC) rule (40 CFR Part 93) air quality compliance must be completed.

Construction activities are expected to result in minor air emissions and since the project area is in nonattainment for various air quality standards, a quantitative emissions evaluation is required. The CONSULTANT will prepare a construction emissions inventory documenting the emissions of criteria pollutants associated with the removal of obstructions based on planning level estimates of anticipated construction activity. The construction emissions inventory will be prepared using the USEPA’s MOVES model emission rates where available. These emissions inventories will show the tons per year of operating and construction emissions of CO, NOx, VOC, SOx, and PM10 and PM2.5.

It is assumed that impacts to air quality will be minimal (*de minimis*) and airport operating emissions (i.e., aircraft operational levels, maintenance activities, and surface transportation activity) will remain the same with and without the proposed project. It is also assumed that the proposed project will not result in changes in ongoing operating emissions after construction is completed.

Assumptions - The following assumptions are associated with this task:

- Aircraft and ground vehicle emissions will not need to be modeled and inventoried
- Coordination will not be needed for local and regional air quality stakeholders
- Impacts to air quality would be minimal (*de minimis*)

Meetings/Deliverables: None

- B. Biotic Communities / Endangered & Threatened Species (Flora and Fauna) – Section 7 of the Endangered Species Act (ESA) requires agencies to consult with the United States Fish and Wildlife Service (USFWS) for any action authorized, funded, or carried out by such agency to determine whether the action is likely to jeopardize the continued existence of any endangered or

threatened species or result in the destruction or adverse modification of designated critical habitat.

Early consultation will take place with applicable regulatory agencies including the Michigan Department of Natural Resources (MDNR), Environment, Great Lakes, and Energy (EGLE), and the USFWS to identify critical biotic species and habitats in the project area and determine possible impacts and mitigation requirements.

To evaluate biotic impacts, the CONSULTANT will conduct a threatened and endangered (T&E) species habitat survey 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 project area. During the field review, biologists will also observe and document the presence of other wildlife to establish a baseline of potential biotic impacts from the Preferred Alternative. As part of the biotic evaluation, resources will be characterized by type, quantified, and discussed in relation to potential impacts of the Preferred Alternative. Only species identified by the resource agencies will be evaluated for T&E species impacts.

Following field work and agency coordination, the CONSULTANT will prepare a Biotic Assessment Technical Report that will include findings, habitat maps, species lists, species descriptions, and habitat preferences. The Biotic Assessment 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 also 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.

Work included in this task involves organizing and conducting biological surveys including travel time and coordination with resource agencies for up to two CONSULTANT Team members.

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 agency coordination.
- Since the extent of studies or surveys 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 Airport Data and Information Portal (ADIP) is included in this Scope.
- Prior to the field mobilization, the SPONSOR will provide right-of-access to any private property identified for biological survey. If access cannot be obtained, observations will be conducted from the public right-of-way to determine the presence or absence of protected species in the project area.

Meetings - The following meetings are associated with this task:

- Up to two days on-site plus two days of out-of-state travel time to conduct the biological assessment for one CONSULTANT Team member.
- Up to two teleconference meetings with EGLE and USFWS to obtain target species lists and coordinate findings and mitigation requirements, each anticipated to be approximately one hour in length with two CONSULTANT Team members attending.

Deliverables: The following assumptions are associated with this task:

- A Biotic Assessment Technical Report describing the characteristics of the flora and fauna in the project area including the results of the findings, agency coordination, and description of proposed mitigation.
- The CONSULTANT will develop and distribute electronic copies of the draft Biotic Assessment Technical Report for review and comment to the SPONSOR and MDOT AERO (not to exceed two rounds of edits). Following MDOT AERO and SPONSOR review, the draft Biotic Technical Report will be revised and finalized.

- 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. Given that the project is safety related and 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 from the construction of the Preferred Alternatives will be included in the EA.

Assumptions/Meetings/Deliverables: None

- D. Coastal Resources - Using publicly available information, the CONSULTANT will document whether the project area is included in the State's Coastal Zone Management Plan or the Coastal Barrier Resource System as defined by the U.S. Fish and Wildlife Service. No impacts are expected.

Assumptions/Meetings/Deliverables: None

- E. Construction Impacts - This section will include a description of potential impacts related to construction noise, dust generation, traffic disruptions, air and water quality effects, wildlife disturbances, etc. The document will mention that these effects are typically short-term in nature and would be minimized using appropriate controls and best management practices (BMPs). It will also mention that construction would be completed in accordance with FAA Advisory Circular (AC) 150/5370-10G. State and local permits for construction will be stated in this section.

Assumptions/Meetings/Deliverables: None

- F. Cumulative Impacts - An analysis of past, present, and reasonably foreseeable future development projects, on or off the Airport will be conducted. For analysis purposes, three (3) years for past

projects and five (5) years for future projects will be used as the criteria to determine cumulative impacts. This Scope assumes that the proposed action will not produce a cumulative impact. Appropriate analysis, maps, and agency coordination will be included in the EA.

Assumptions/Meetings/Deliverables: None

- G. Farmlands – Farmland resources are identified based on soil types, regardless of active farming operations. A review of the U.S. Department of Agriculture Natural Resource Conservation Service (NRCS) website indicates that the project area contains Prime Farmland if Drained and Farmland of Local Importance. Coordination with the NRCS and the completion of the National Agricultural Land Evaluation and Site Assessment (LESA) methodology (Form AD-1006) Farmland Conversion Impact Rating will be completed to determine impacts.

Assumptions: None

Meeting: One teleconference meeting with the NRCS to evaluate potential farmland impacts, anticipated to be approximately one hour in length with one CONSULTANT Team member attending

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

- H. Hazardous Materials – An E1528–14 *Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process* will be completed for areas of potential disturbance. This will require a review of publicly available online databases from the USEPA and EGLE to assess the site for potential environmental contamination. The CONSULTANT will conduct a site reconnaissance of the project area and also interview local Airport staff regarding any known existing or past contamination on or near the project area. If analysis identifies hazardous material concerns, a Phase I ESA will be required and added by amendment.

Work included in this task also involves organizing and coordinating with the Airport, EGLE and the USEPA, including in-state travel time and expenses.

Assumptions - The following assumptions are associated with this task:

- A Phase I ESA is not included in this Scope.
- If hazardous materials are identified and require the development of mitigation plans or more comprehensive technical studies, they will be achieved through an amendment to this Scope.

Meetings: One site visit and meeting with Airport staff to investigate the project area for known and observable contamination is anticipated. It is estimated that one day on-site and four hours of in-state travel time is required for one CONSULTANT Team member.

Deliverables: The CONSULTANT will develop and distribute the electronic draft Hazardous

Materials Technical Report to the SPONSOR and MDOT AERO for review and comment (one round of revisions is expected). Following review and concurrence, the draft Hazardous Materials Technical Report will be revised, finalized, and incorporated into the EA document.

- I. 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 will conduct an analysis for historical, architectural, and archaeological resources within the Area of Potential Effect (APE).

Prior to initiating fieldwork, preliminary coordination will be conducted with MDOT AERO and the State Historic Preservation Office (SHPO) to confirm work scope and methodology. The APE for archaeological, architectural, and historical resources will be determined in consultation with MDOT AERO and the SHPO and will include areas on and off Airport property.

At the conclusion of the above-ground and below-ground analysis, a Section 106 Report will be completed and submitted to the SHPO for concurrence. Project notification will also be sent to Native American tribes with interest in the project area (responsibility of MDOT AERO).

Work included in this task also involves organizing and coordinating with SHPO and MDOT AERO, including travel time to the SHPO office in Lansing, Michigan and expenses for up to two CONSULTANT Team members to travel to the Airport from out-of-state.

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 a SHPO compliant architectural and historical resources reconnaissance survey for properties within the APE.

Below-ground Resources: A Phase I Archaeological Survey will be completed for property within the APE that has not been previously disturbed but is anticipated to be impacted by clearing and grubbing activities. This effort is intended to meet the requirements of Section 106 of the NHPA as it relates to below-ground resources.

For areas within the APE, the CONSULTANT will review the State Archaeological Site Files at SHPO to determine if known archaeological resources are present. Archaeologists will also conduct an on-site field investigation to review and document any below-ground resources likely to be impacted by the project. Below-ground shovel probes are not included in this Scope within the APE.

Assumptions: The following assumptions are associated with this task:

- Project notification will be sent by MDOT AERO 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.

- No shovel probes or below-ground soil disturbance is included in this Scope. Should shovel probes be needed, they will be added by amendment.
- No artifact curation costs are included in this Scope. Should artifact curations be needed, it will be added by amendment.
- Cultural analysis and required survey and SHPO forms for up to 18 properties.
- Scope does not include historic district evaluation or intensive-level research and effect analysis for individual resources. Should this be necessary, an amendment will be required to address these additional services.
- Prior to the field mobilization, the SPONSOR will provide right-of-access for any private property identified for survey. If access cannot be obtained, field work will be completed from the public right-of-way.
- Travel and airfare expenses for one historian to travel to SHPO's office in Lansing, Michigan to conduct research is included in this Scope.

Meetings: The following assumptions are associated with this task:

- It is anticipated that up to four days (including two days of out-of-state travel) for one CONSULTANT historian will be needed to complete the on-site field work at the Airport and SHPO coordination in Lansing, Michigan to conclude the Section 106 investigations.
- Up to two teleconference meetings with SHPO. MDOT AERO and the SPONSOR are anticipated to coordinate findings and mitigation requirements, each anticipated to be approximately one hour in length with two CONSULTANT Team members attending.

Deliverables: The CONSULTANT will develop and distribute electronic copies of the draft Section 106 report for review and comment to the SPONSOR and MDOT AERO (not to exceed two rounds of edits). Following MDOT AERO and SPONSOR review, the draft Section 106 report will be revised and submitted to the SHPO for concurrence.

- J. 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 and development. Potential impacts will be evaluated to determine whether any individual or combination of impacts exceeds an FAA defined threshold of significance.

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 land use and zoning plans of those public agencies authorized by the state to plan for the development of the area surrounding the Airport.

Potential land use impacts will be evaluated to determine whether any individual or combination of impacts exceeds a threshold of significance. Wildlife attraction is a component of this category, upon which the FAA is placing increased importance; therefore, this section will also include a

discussion of the proposed action's impact on hazardous wildlife attractants.

Assumptions/Meetings/Deliverables: None

- K. Natural Resources and Energy Supply – 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

- L. Noise and Noise Compatible Land Use – As per FAA Order 5050.4B, the project does not involve a change in airport location, runway location, major runway extension or runway strengthening. Therefore, a noise analysis is not required or included in this Scope.

Assumptions/Meetings/Deliverables: None

- M. Socioeconomic Impacts, Environmental Justice, Children's Environmental Health & 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 or if relocation of businesses would create severe economic hardship for the community. 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 including potential tree removals on private property and will complete a socioeconomic evaluation of potential impacts of tree removals and land acquisition or easements.

An environmental justice (EJ) analysis will also be completed to identify the potential of a group of people, including racial, ethnic, or socioeconomic group, bearing a disproportionate burden of effects resulting from the proposed action. An EJ evaluation will be completed; however, no impacts are expected. If it is determined EJ impacts are likely, an amendment will be required to coordinate these impacts with the appropriate agencies and the public.

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. An evaluation will be completed; however, no impacts are anticipated.

Assumptions: The following assumptions are associated with this task:

- Property impacts are limited to the identification and general discussion of potential acquisitions/easements.
- No on-site meetings with property owners are included in this Scope.
- No EJ impacts are anticipated. If it is determined EJ impacts are likely, an amendment will be required to coordinate these impacts with the appropriate agencies and the public.

Meetings/Deliverables: None

- N. Section 4(f) and Land & Water Conservation Fund Section 6(f) – Section 4(f) and 6(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 will identify potential Section 4(f) and Section 6(f) resources in the project area. It is not anticipated that there will be any Section 4(f) or Section 6(f) impacts; however, if it is determined that parkland, protected natural features, or historic resources within the project area are subject to DOT Section 4(f) or Land and Water Conservation Fund Section 6(f) protection, an addendum will be required to address these resources.

Assumptions - The following assumptions are associated with this task:

- 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 need to be amended.
- It is anticipated there will be no impacts to any Land and Water Conservation Fund Section 6(f) properties. If Section 6(f) impacts are identified, an addendum will be required to address the regulatory requirements.

Deliverables/Meetings: None

- O. 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 project contrasts with the surrounding 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 CONSULTANT 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 due to removal of trees. If any regulatory approvals are needed, the CONSULTANT will identify the necessary permits.

Assumptions/Meetings/Deliverables: None

- P. Water Resources (including wetland, floodplains, surface water, groundwater, and wild and scenic rivers) – The potential effects on water quality from the Preferred Alternative will be examined and documented. Analysis will include such items as the net change to impervious surfaces, methods

to control peak flow, potential impacts to Waters of the U.S., and appropriate mitigation for identified water quality impacts. The CONSULTANT will coordinate with federal, state, and local agencies to determine permit and mitigation requirements as needed. A determination of construction BMPs and a commitment to follow them will be documented.

Wetlands: According to National Wetlands Inventory (NWI) data, several wetland complexes are located within the project area. This task will identify potential jurisdictional wetlands (i.e., Waters of the U.S.) within the project study area.

A field delineation will be completed to identify and map wetland boundaries in the project area. 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 wetlands on the project site and required mitigation (if any) is under the authority of EGLE. A wetland boundary survey will also be completed using GPS technology to allow for wetland calculations.

A wetland delineation report that discusses results of the field survey will be created. The report will evaluate the wetlands identified within the project limits to allow a determination of whether these wetlands qualify as Waters of the U.S. The report will contain site descriptions, descriptions of wetlands and other surface water resources, as well as maps of the study area showing topography, soil survey, and NWI mapped wetlands. The results of the wetland delineation will be used to determine potential wetland impacts from the Preferred Alternative.

Following the completion of the wetland delineation, a separate meeting will be held on-site with EGLE to verify wetland boundaries. Work included in the EGLE on-site meeting involves organizing and coordinating with EGLE and USACE, including out-of-state travel time and expenses for one CONSULTANT biologist.

Assumptions: The following assumptions are associated with this task:

- Because the extent of any wetland impact is uncertain, no specific mitigation planning or field investigations associated with off-site wetland mitigation is included in this Scope.
- Wetland mitigation planning is limited to a description of available wetland bank credits in the project watershed if impacts are identified. If additional wetland mitigation options are required beyond banking credits, 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. If access cannot be obtained, NWI maps will be used to determine the presence or absence of wetlands in the project area.
- Creation of permit applications is not included in this Scope.
- No uploading of the wetland delineation into FAA's ADIP is included in this Scope.
- Two rounds of edits to finalize the Delineation of Waters of the U.S. Report are included in this Scope.

Meetings: The following assumptions are associated with this task:

- It is anticipated that up to five days (including two days of out-of-state travel) for one CONSULTANT biologist will be needed to complete the field work associated with the wetland delineation.
- Wetland boundary survey is anticipated to include two days of on-site survey and one day of in-state travel time for a one-person crew using GPS technology.
- One on-site meeting with EGLE to verify wetland boundaries. It is expected that two days travel out-of-state travel and one day on-site will be required for one CONSULTANT biologist to verify wetland boundaries with EGLE.

Deliverables: The CONSULTANT will develop and distribute electronic copies of the draft Delineation of Waters of the U.S. Report for review and comment to the SPONSOR and MDOT AERO (not to exceed two rounds 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.

Preliminary review of Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) indicates that the project area does not contain regulated floodplains. As such, floodplain impacts are unlikely. The CONSULTANT will coordinate with EGLE to confirm that no floodplains will be impacted by the Preferred Alternative. Appropriate analysis, maps, and agency coordination will be included in the EA.

Assumptions: The following assumptions are associated with this task:

- This Scope assumes that no 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: Up to two teleconference meetings with EGLE to determine floodplain impacts and mitigation.

Deliverables: None

Surface Water and Ground Water: A narrative discussion of existing water resources, potential

impacts, and changes from the existing conditions which may result from the construction of the Preferred Alternative will be completed. Analysis in this section will be limited to online reviews of publicly available data and maps. No field investigations or site visits are proposed.

Due to no proposed increase in impervious surfaces, the opportunity for ground water recharge will not change. No other effects on groundwater are expected.

Assumptions: The following assumptions are associated with this task:

- Stream sampling and/or fish surveys are not included in this Scope.
- No water quality sampling or underground tracings will be performed.

Meetings/Deliverables: None

Wild/Scenic Rivers: The CONSULTANT will use available online resources to determine and document whether there are any rivers on the Nationwide Rivers Inventory, designated in the National system, or under State jurisdiction within or near the proposed project area. No impacts are expected.

Assumptions/Meetings/Deliverables: None

- Q. Solid Waste and Pollution Prevention - It is assumed that any impacts to this category of concern would be temporary. A summary statement indicating such will be provided.

Assumptions/Meetings/Deliverables: None

Task 7.0 Draft Environmental Assessment

A Draft EA will be created, and an electronic document will be sent to the SPONSOR and MDOT AERO for review. After comments are received and incorporated into the document, the Draft EA will be distributed to the public, appropriate federal, state, and local agencies, and other interested groups and individuals for review and comment either electronically or printed as directed by MDOT AERO. Up to 10 printed documents will be produced for review and comment. Printing and mailing costs are included in this task.

This Scope assumes that the results of agency and public review of the Draft EA will indicate there are no significant impacts and that a Finding of No Significant Impact (FONSI) is appropriate.

Assumptions: The following assumptions are associated with this task:

- Results of agency and public review of the Draft EA will indicate there are no significant impacts and that a FONSI is appropriate. If a different level of environmental documentation is required (i.e. EIS or Categorical Exclusion), it will be added by amendment.
- Two (2) rounds of edits to address comments on the Draft EA are included in this Scope.

Meetings: Up to three teleconference meetings with MDOT AERO and the SPONSOR regarding revisions to the Draft EA, each anticipated to be approximately one hour in length with three CONSULTANT Team members attending.

Deliverables: The following assumptions are associated with this task:

- The CONSULTANT Team will develop and distribute two (2) printed and one (1) electronic PDF copies of the Draft EA to the Sponsor and the MDOT AERO for review and comment for each round of edits.
- Once the Draft EA is finalized, the CONSULTANT Team will produce up to 10 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 8.0 Final Environmental Assessment / Finding of No Significant Impact

Once the Draft EA has been distributed to the appropriate agencies, been made available for public comment, and a Public Hearing has been held (described in Task 9.0), a Final EA and FONSI document will be written by the CONSULTANT. The Final EA and FONSI will incorporate appropriate comments received to date from federal, state, and local agencies, interested parties, and the public. The CONSULTANT will distribute up to ten (10) printed Final EA and FONSI documents to public viewing locations and commenting agencies. Printing and mailing costs are included in this task.

Assumptions: The CONSULTANT Team will prepare the Final EA and FONSI.

Meetings: Up to three teleconferences with MDOT AERO regarding revisions to the Final EA and FONSI, each anticipated to be approximately one hour in length with three CONSULTANT Team members attending.

Deliverables - The following deliverables are associated with this task:

- Ten (10) printed Final EA and FONSI documents for public and agency distribution.
- Notice of Availability of the Final EA and FONSI.

Task 9.0 Public Involvement

This task encompasses the coordination and communication efforts intended to inform and engage the public regarding 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.

The goal of the public coordination task is to identify any public concern and project opposition through engagement and information sharing early in the process and continue that coordination throughout the duration of the EA. This will be achieved through a combination of property owner coordination and a Public Hearing and will provide for an ongoing, two-way dialogue. A large part of the public coordination effort is directly tied to specific tasks already discussed in previous sections of this Scope.

This task has been divided into the following subtasks:

- Initial Property Owner Coordination

- Public Hearing

Initial Property Owner Coordination: To have efficient and transparent communication with the property owners in the proposed easement acquisition process, the CONSULTANT Team will begin initial property owner contact. This task will start with conducting deed searches for approximately 23 parcels to include owner contact information and property descriptions. This will not replace the necessary legal title searches that will be conducted as part of the acquisition of avigation easements but will be used to support early coordination with property owners.

Once data is collected for each individual parcel, it will be used to generate initial contact letters to the property owners, introducing the project to them and providing contact information. This will also include coordinating with the property owners for access to their property for boundary surveys, environmental field surveys and delineations, and obtaining Right-of-Entry agreements. Included in this task is time and effort to respond to public questions and concerns following the receipt of initial contact letters.

General tasks for initial property owner coordination include:

- Geographic Information Systems ownership searches
- Initial Letters
- Coordinate Access
- Right-of-Entry Coordination
- General Administration / Coordination with Property Owners

Assumptions: Approximately 5.5 hours of time is anticipated per property owner / parcel for initial coordination and data collection.

Meetings: No one-on-one site meetings with property owners are included in this Scope. All communication will be through electronic sources or at public meetings.

Deliverables: Creation of 23 sets of letters, maps, and project data information packets for property owner coordination.

Public Hearing: The legally required Public Hearing will be an open house format that will include individual information stations on relevant project topics and findings to date. Information stations will be created as needed to address any topic of concern but are anticipated to include at a minimum, the results of any technical analysis, potential property and environmental impacts, alternatives, details of the preliminary Preferred Alternative, and the anticipated project schedule. The CONSULTANT will also prepare forms and provide pencils and drop boxes for participants to offer written comments on-site or be mailed back at a later date.

The CONSULTANT will prepare the language for the Draft EA Notice of Availability and the Notice for a Public Hearing. The SPONSOR will be responsible for providing a venue for the Public Hearing and inserting notices in local newspapers at the appropriate time including any associated advertisement cost. The SPONSOR will also be responsible for scheduling a court reporter to take public comments at the Public Hearing. The cost of securing a court reporter will be the responsibility of the SPONSOR.

Preparation and attendance for the Public Hearing including exhibits, handouts, in-state travel time, and expenses for six CONSULTANT Team members are included in this task.

Assumptions: The following assumptions are associated with this task:

- SPONSOR will be responsible for providing a location for the Public Hearing and any associated expense of securing the venue.
- SPONSOR will be responsible for inserting the public notice in local newspapers and any associated costs. Public notice will be provided by the CONSULTANT.
- The SPONSOR will be responsible for scheduling and the cost of a court reporter for the Public Hearing.
- No direct mailings to adjacent residents are included in this Scope.
- The proposed Public Hearing will be an in-person meeting at a physical location. No virtual public meetings are included in this Scope.

Meetings: The following meetings are associated with this task:

- Up to three meetings with MDOT AERO and the SPONSOR via teleconference to coordinate the Public Hearing, each anticipated to be approximately one hour in length with two CONSULTANT Team members attending.
- Public Hearing to be held at a location selected by the SPONSOR. Six CONSULTANT Team members will be present to staff the appropriate stations at the Public Hearing.

Deliverables: The following deliverables are associated with this task:

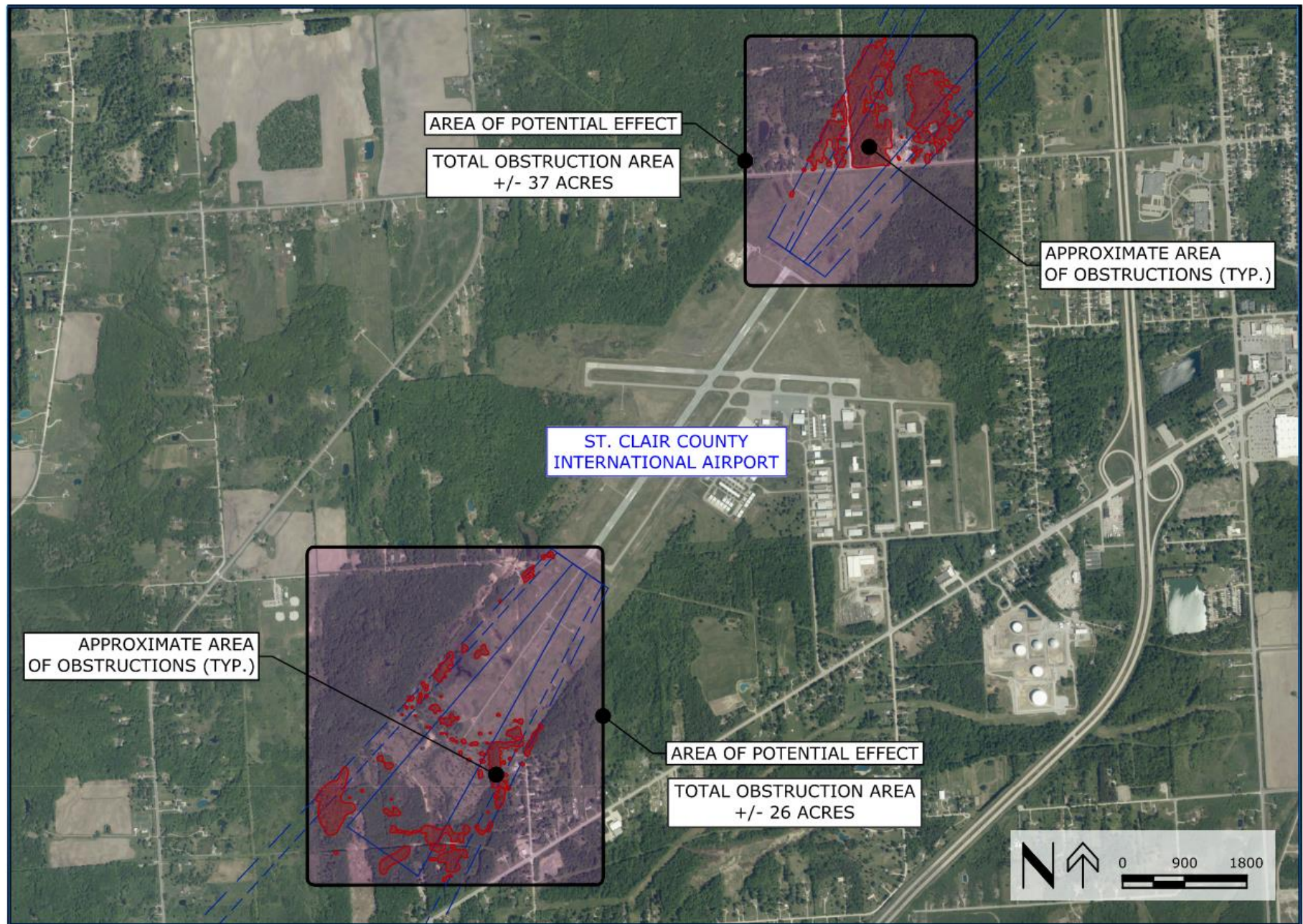
- Legal advertisement of the Notice of Availability and the Notice for a Public Hearing.
- Up to 20 exhibits and not more than 100 handouts for the Public Hearing.

Schedule for Project Completion

The CONSULTANT Team will begin development of the EA within 15 days of receipt of the NTP from the SPONSOR. The CONSULTANT anticipates a Draft EA to the SPONSOR, MDOT AERO, and other state and federal agencies within nine (9) months from receipt of the NTP, assuming the NTP provides enough time for conducting the required field investigations during appropriate seasonal / regulatory timeframes.

Certain technical studies are contingent on appropriate weather or habitat conditions to complete. Unexpected weather or unforeseen direction from the resource agencies to conduct investigations during certain times of the year may cause schedule delays. In such an event, the CONSULTANT will coordinate with MDOT AERO and the SPONSOR to adjust the project schedule.

A Public Hearing will be held approximately 30 days from the public distribution of the Draft EA. Once comments are received from the SPONSOR, MDOT AERO, the public, and other federal and state agencies, the CONSULTANT will have 45 days to provide a Final EA and FONSI for distribution. All NEPA and public commenting periods and document availability requirements apply.



PHN - Runway 4/22 Area of Potential Effect

Attachment C - Cost Summary: Short Form EA

ENVIRONMENTAL ASSESSMENT REPORT
AIRPORT: ST. CLAIR COUNTY INTERNATIONAL AIRPORT (PHN)
PROJECT DESCRIPTION: RUNWAY 4/22 APPROACH CLEARING
MEAD & HUNT PROJECT NUMBER: 1937800-210771.01
Date Last Revised: May 10, 2022

DATE: 26-May-22
TIME: 14:46
BY: WDB
FILE: ST. CLAIR COUNTY INTERNATIONAL AIRPORT EA EST

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 1.0 PROJECT MANAGEMENT	\$9,604.00	\$16,150.09	\$2,832.95	\$28,587.04	\$0.00	\$28,587.04
TASK 2.0 EARLY AGENCY COORDINATION	\$6,201.00	\$10,427.60	\$1,829.15	\$18,457.75	\$1,380.00	\$19,837.75
TASK 3.0 PURPOSE AND NEED	\$3,962.00	\$6,662.50	\$1,168.70	\$11,793.20	\$0.00	\$11,793.20
TASK 4.0 ALTERNATIVES CONSIDERED	\$6,872.00	\$11,555.96	\$2,027.08	\$20,455.04	\$19,020.00	\$39,475.04
TASK 5.0 AFFECTED ENVIRONMENT	\$1,672.00	\$2,811.64	\$493.20	\$4,976.84	\$0.00	\$4,976.84
TASK 6.0 ENVIRONMENTAL CONSEQUENCES	\$36,759.00	\$61,813.93	\$10,843.02	\$109,415.95	\$13,675.00	\$123,090.95
TASK 7.0 DRAFT EA	\$5,306.00	\$8,922.57	\$1,565.14	\$15,793.71	\$650.00	\$16,443.71
TASK 8.0 FINAL EA & FONSI	\$8,333.00	\$14,012.77	\$2,458.03	\$24,803.80	\$650.00	\$25,453.80
TASK 9.0 PUBLIC INVOLVEMENT	\$9,602.00	\$16,146.72	\$2,832.36	\$28,581.08	\$39,995.00	\$68,576.08
SUBTOTAL:	\$88,311.00	\$148,503.78	\$26,049.63	\$262,864.40	\$75,370.00	\$338,234.40
TOTAL COST						\$338,234.40

TOTAL COST	\$338,234.40
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	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
TASK 1.0 PROJECT MANAGEMENT		60	60	0	8	8	0	12
TASK 2.0 EARLY AGENCY COORDINATION		18	26	0	24	24	10	11
TASK 3.0 PURPOSE AND NEED		14	24	0	0	24	4	4
TASK 4.0 ALTERNATIVES CONSIDERED		14	22	32	4	24	24	8
TASK 5.0 AFFECTED ENVIRONMENT		2	4	0	0	26	4	0
TASK 6.0 ENVIRONMENTAL CONSEQUENCES		56	128	4	180	247	44	44
TASK 7.0 DRAFT EA		18	28	0	0	40	0	16
TASK 8.0 FINAL EA & FONSI		23	43	0	0	67	0	36
TASK 9.0 PUBLIC INVOLVEMENT		19	63	8	8	28	16	40
SUBTOTAL:		224	398	44	224	488	102	171

Attachment C - Cost Summary: Short Form EA

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
TASK 1.0 PROJECT MANAGEMENT	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
PROJECT SCOPING		24	24		8	8		8
PROJECT ADMINISTRATION & WORK PLANS		12	12					4
SPONSOR/MDOT AERO COORDINATION		24	24					
		60	60	0	8	8	0	12
DIRECT LABOR COST:	\$9,604.00	\$4,260.00	\$4,260.00	\$0.00	\$456.00	\$328.00	\$0.00	\$300.00

EXPENSES			
	-	0	\$0.00
		0	\$0.00
TOTAL EXPENSES:			\$0.00

Task also includes up to 12 meetings held via a teleconference each anticipated to be approx. 1 hour in length with 2 CONSULTANT Team members attending.

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK TOTAL:	\$9,604.00	\$16,150.09	\$2,832.95	\$28,587.04	\$0.00	\$28,587.04

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
TASK 2.0 EARLY AGENCY COORDINATION	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
AGENCY & TRIBAL COORDINATION			8			8	2	2
DISTRIBUTION LETTERS AND MAPS						8	4	4
ON-SITE AGENCY MEETING & PREPARATION		16	16		24	8	4	4
QAQC		2	2					1
		18	26	0	24	24	10	11
DIRECT LABOR COST:	\$6,201.00	\$1,278.00	\$1,846.00	\$0.00	\$1,368.00	\$984.00	\$450.00	\$275.00

EXPENSES			
RENTAL CAR	4	\$75.00	\$300.00
MEALS (EACH/PERSON)	12	\$15.00	\$180.00
EXHIBITS & MAPS	0	\$50.00	\$0.00
AIRFARE	1	\$800.00	\$800.00
HOTEL	1	\$100.00	\$100.00
TOTAL EXPENSES:			\$1,380.00

On-site agency mtg assumes 1 day on-site & 2 days out-of-state travel for 1 biologist and 1 day on-site & 4 hrs in-state travel for 2 additonal CONSULTANT Team members

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK TOTAL:	\$6,201.00	\$10,427.60	\$1,829.15	\$18,457.75	\$1,380.00	\$19,837.75

Attachment C - Cost Summary: Short Form EA

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
TASK 3.0 PURPOSE AND NEED	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
PROJECT PURPOSE & NEED DEVELOPMENT DOCUMENT REVISIONS AND EDITS MEETINGS & COORDINATION QAQC		8	16			16	4	
			2			8		
		2	2					
		4	4					4
		14	24	0	0	24	4	4
DIRECT LABOR COST:		\$3,962.00	\$994.00	\$1,704.00	\$0.00	\$0.00	\$984.00	\$180.00
								\$100.00

EXPENSES			
	-	0	\$0.00
	-	0	\$0.00
TOTAL EXPENSES:			\$0.00

Task also includes up to 2 meetings held via a teleconference each anticipated to be approx. 1 hour in length with 2 CONSULTANT Team members attending.

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK TOTAL:	\$3,962.00	\$6,662.50	\$1,168.70	\$11,793.20	\$0.00	\$11,793.20

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
TASK 4.0 ALTERNATIVES CONSIDERED	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
ALTERNATIVES DEVELOPMENT SELECTION OF THE PREFERRED ALTERNATIVE PRELIMINARY ENGINEERING PRELIMINARY IMPACTS EVALUATION EXHIBITS & GRAPHICS SPONSOR/MDOT AERO COORDINATION & MEETINGS QAQC		4	8	8		16		4
		2	2					
				24				
			4		4	4		
		4	4			4	24	
		4	4					4
		14	22	32	4	24	24	8
DIRECT LABOR COST:		\$6,872.00	\$994.00	\$1,562.00	\$1,824.00	\$228.00	\$984.00	\$1,080.00
								\$200.00

EXPENSES			
LIDAR SURVEY SUB (NV5)	1	\$19,020.00	\$19,020.00
	-	0	\$0.00
TOTAL EXPENSES:			\$19,020.00

Task also includes up to 2 meetings held via a teleconference each anticipated to be approx. 1 hour in length with 2 CONSULTANT Team members attending.

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK TOTAL:	\$6,872.00	\$11,555.96	\$2,027.08	\$20,455.04	\$19,020.00	\$39,475.04

Attachment C - Cost Summary: Short Form EA

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
TASK 5.0 AFFECTED ENVIRONMENT	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
AIRPORT LOCATION, HISTORY, & MAPS EXISTING AIRPORT FACILITIES LAND USE & ZONING POPULATION / GROWTH CHARACTERISTIC COMTEPLATED FUTURE ACTIONS MEETINGS AND COORDINATION QAQC						8	4	
						4		
						4		
						4		
						4		
			2			2		
		2	2					
		2	4	0	0	26	4	0
DIRECT LABOR COST:	\$1,672.00	\$142.00	\$284.00	\$0.00	\$0.00	\$1,066.00	\$180.00	\$0.00

EXPENSES				
	-	0	\$0.00	\$0.00
	-	0	\$0.00	\$0.00
TOTAL EXPENSES:			\$0.00	

Task also includes up to 2 meetings held via a teleconference each anticipated to be approx. 1 hour in length with 2 CONSULTANT Team members attending.

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK TOTAL:	\$1,672.00	\$2,811.64	\$493.20	\$4,976.84	\$0.00	\$4,976.84

Attachment C - Cost Summary: Short Form EA

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
TASK 6.0 ENVIRONMENTAL CONSEQUENCES	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
AIR QUALITY EMISSIONS ANALYSIS			20			40		
BIOTIC COMMUNITIES / ENDANGERED/THREATENED SPECIES								
BIOLOGICAL ASSESSMENT & TRAVEL (2 DAYS ON-SITE, 2 DAYS OUT-OF-STATE TRAVEL)					32			
BIOLOGICAL REPORT					24		4	
AGENCY COORDINATION & MEETINGS			8		8			
EA SECTION DEVELOPMENT & QAQC		2	4			4		4
CLIMATE						1		
COASTAL RESOURCES						1		
CONSTRUCTION IMPACTS				4		4		
CUMULATIVE IMPACTS						4		2
FARMLANDS								
NRCS COORDINATION		2	2			2		
DEVELOP NRCS FORM AD-1006					4	4		
HAZARDOUS MATERIALS								
DATA RESEARCH & ANALYSIS						16		
HAZARDOUS MATERIALS REPORT			4			24		
ONSITE FIELD REVIEW & TRAVEL (1 DAY ON-SITE INCLUDING 4 HRS IN-STATE TRAVEL)						12		
EA SECTION DEVELOPMENT & QAQC		2	4			4		4
HISTORIC, ARCHITECTURAL, ARCHAEOLOGICAL, CULTURAL RESOURCES								
SHPO COORDINATION (INCLUDES 1 DAY ON-SITE @ SHPO OFFICE IN LANSING, MI)		2	2			8		
FIELD SURVEY & TRAVEL (2 DAY ON-SITE, 2 DAYS OUT-OF-STATE TRAVEL)						32		
SECTION 106 REPORT, REVISIONS, & SUBMITTAL TO SHPO		16	20			48	4	
EA SECTION DEVELOPMENT & QAQC		2	8			8		4
LAND USE						2		
NATURAL RESOURCES & ENERGY SUPPLY						1		
NOISE & NOISE COMPATIBLE LAND USE						2		
SOCIOECONOMIC IMPACTS, ENVIRONMENTAL JUSTICE, CHILDRENS HEALTH			2			4		
SECTION 4(f) & SECTION 6(f)			2			4		
VISUAL EFFECTS						2		
WATER RESOURCES								
WETLANDS								
WETLAND DELINEATION & TRAVEL (3 DAYS ON-SITE - TRAVEL AS PART OF BIOTIC TASK)					24			
WETLAND DELINEATION REPORT, REVISIONS, & SUBMITTAL		4	16		40	8		
GPS FIELD SURVEY (2 DAYS ON-SITE, 1 DAY OF IN-STATE TRAVEL)							24	
GPS DATA PROCESSING & MAPPING							8	
ONSITE MTG W/ EGLE TO VERIFY WETLAND BOUNDARIES								
EGLE MEETING PREP			8		8		4	2
ONSITE EGLE MEETING (1 DAY ONSITE & 2 DAYS OUT-OF-STATE TRAVEL)					24			
EA SECTION DEVELOPMENT & QAQC		2	4		8	8		4
FLOODPLAINS					4			
SURFACE WATER & GROUND WATER					4			
WILD/SCENIC RIVERS						2		
SOLID WASTE & POLLUTION PREVENTION						2		
QAQC		24	24					24
			56	128	4	180	247	44
DIRECT LABOR COST:	\$36,759.00	\$3,976.00	\$9,088.00	\$228.00	\$10,260.00	\$10,127.00	\$1,980.00	\$1,100.00

EXPENSES				
RENTAL CAR (DAY)	14	\$75.00	\$1,050.00	
MEALS (EACH/PERSON)	30	\$15.00	\$450.00	
AIRFARE	5	\$800.00	\$4,000.00	
HOTEL	10	\$100.00	\$1,000.00	
ARCHAEOLOGICAL SUB (LAWHON)	1	\$5,975.00	\$5,975.00	
HAZARDOUS MATERIALS DATA SEARCH	1	\$1,200.00	\$1,200.00	
-		\$0.00	\$0.00	
TOTAL EXPENSES:		\$13,675.00		

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
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Attachment C - Cost Summary: Short Form EA

TASK TOTAL:	\$36,759.00	\$61,813.93	\$10,843.02	\$109,415.95	\$13,675.00	\$123,090.95
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LABOR	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
TASK 7.0 DRAFT EA	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
PREPARE DRAFT EA DOCUMENT		2	8			16		4
REVISE DRAFT EA DOCUMENT		4	8			16		4
SPONSOR & AERO COORDINATION AND MEETINGS		4	4			4		
PUBLISH AND DISTRIBUTE DRAFT EA DOCUMENT						4		8
QAQC		8	8					
		18	28	0	0	40	0	16
DIRECT LABOR COST:	\$5,306.00	\$1,278.00	\$1,988.00	\$0.00	\$0.00	\$1,640.00	\$0.00	\$400.00

EXPENSES			
DOCUMENT PRINTING	10	\$50.00	\$500.00
MAILINGS AND DISTRIBUTION	10	\$15.00	\$150.00
			\$0.00
TOTAL EXPENSES:			\$650.00

Task also includes up to 3 meetings held via a teleconference each anticipated to be approx. 1 hour in length with 3 CONSULTANT Team members attending.

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK TOTAL:	\$5,306.00	\$8,922.57	\$1,565.14	\$15,793.71	\$650.00	\$16,443.71

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
TASK 8.0 FINAL EA & FONSI	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
PREPARE FINAL EA, REVISIONS, & DISTRIBUTION		4	8			24		8
RESPOND TO PUBLIC COMMENTS		4	16			16		8
SPONSOR & AERO COORDINATION AND MEETINGS		3	3			3		
PREPARE FONSI, REVISIONS, & DISTRIBUTION		4	8			24		12
QAQC		8	8					8
		23	43	0	0	67	0	36
DIRECT LABOR COST:	\$8,333.00	\$1,633.00	\$3,053.00	\$0.00	\$0.00	\$2,747.00	\$0.00	\$900.00

EXPENSES			
DOCUMENT PRINTING	10	\$50.00	\$500.00
MAILINGS AND DISTRIBUTION	10	\$15.00	\$150.00
-		\$0.00	\$0.00
TOTAL EXPENSES:			\$650.00

Task also includes up to 3 meetings will be held via a teleconference each anticipated to be approx. 1 hour in length with 3 CONSULTANT Team members attending.

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK TOTAL:	\$8,333.00	\$14,012.77	\$2,458.03	\$24,803.80	\$650.00	\$25,453.80

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR. PROJECT PLANNER	PROJECT ENGINEER	PROJECT SCIENTIST	PROJECT PLANNER III/IV	SR. CADD / SURVEYOR	CLERICAL
TASK 9.0 PUBLIC INVOLVEMENT	RATE:	\$71.00	\$71.00	\$57.00	\$57.00	\$41.00	\$45.00	\$25.00
INITIAL PROPERTY OWNER COORDINATION								
TASK COORDINATION			12					4
INITIAL PROPERTY OWNER COMMUNICATIONS (INTRODUCTION LETTERS)			8					4
ACCESS COORDINATION FOR BOUNDARY SURVEY AND EA INVESTIGATIONS			8					4
RESPOND TO OWNER COMMENTS AND CONCERNS			8					4

Attachment C - Cost Summary: Short Form EA

PUBLIC HEARING							
PREPARE PUBLIC NOTICE					4		
PREPARE FOR PUBLIC HEARING	8	16			16	16	16
COORDINATION & MEETINGS	3	3					
PUBLIC HEARING ATTENDANCE & TRAVEL (at PHN)	8	8	8	8	8		8
	19	63	8	8	28	16	40
DIRECT LABOR COST: \$9,602.00	\$1,349.00	\$4,473.00	\$456.00	\$456.00	\$1,148.00	\$720.00	\$1,000.00

EXPENSES			
RENTAL CAR	1	\$75.00	\$75.00
MEALS (EACH/PERSON)	8	\$15.00	\$120.00
MAPS AND EXHIBITS FOR PUBLIC HEARING	20	\$40.00	\$800.00
PROPERTY COORDINATION SUB (ORC)	1	\$9,000.00	\$9,000.00
BOUNDARY SURVEY	1	\$30,000.00	\$30,000.00
TOTAL EXPENSES:			\$39,995.00

Public Hearing task also includes up to 3 meetings will be held via a teleconference each anticipated to be approx. 1 hour in length with 2 CONSULTANT Team members attending.

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.6816	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK TOTAL:	\$9,602.00	\$16,146.72	\$2,832.36	\$28,581.08	\$39,995.00	\$68,576.08

Landfill Contract Approval Request - Metro Environmental Services Inc.

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	BOC Memo_Leachate_Line_Jetting	7/28/2022	Cover Memo
📎	Contract Approval Request - Metro Environmental Services Inc.	7/28/2022	Cover Memo
📎	Metro Environmental Leachate Line Jetting 2022 MW	7/28/2022	Cover Memo



COUNTY OF ST. CLAIR



Smiths Creek Landfill

6779 Smiths Creek Road Smiths Creek, MI 48074 (810) 989-6981
scclandfill@stclaircounty.org

June 29, 2022

From: Matt Williams

To: St. Clair County Environmental and Public Works Committee

Subject: Leachate Collection Line Jetting

Commissioners,

Periodically, the Landfill needs to do a cleaning event of the leachate collection lines located on the floor of disposal cells to remove build up and ensure efficiency of movement of leachate through these lines. This work needs to be completed every 5-7 years as maintenance, or when a significant problem in an individual disposal cell is discovered.

We intend to clean the collection lines in Disposal Cells 2, 3, 4, 5, 6, 7 and 8; based on previous efforts, we anticipate a 5-day event to complete that work. We solicited bids for this work based on a five day schedule and received responses from the following companies:

Bidder	Price
Metro Environmental	\$ 23,750.00
US Ecology	\$ 36,945.00
HM Environmental	\$ 42,000.00

It is my recommendation to the Environmental/Health & Safety Committee that Metro Environmental be contracted to conduct leachate collection line jetting for a not-to-exceed price of \$23,750.00. I further propose a full project budget (including a 15% contingency) of \$27,312.50. Lastly, I request the Committee recommend approval of this contract to the full Board of Commissioners (BOC).

Respectfully,

Matthew B. Williams





COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- ☒ NEW CONTRACT ☐ CONTRACT RENEWAL ☐ CONSOLIDATION OF EXISTING CONTRACTS
- ☒ BIDS REQUIRED ☐ NO BIDS REQUIRED
☒ BIDS RECEIVED ☐ SINGLE SOURCE
☐ CONTRACT EXTENSION
☒ BOC POLICY COMPLIANCE ☐ INCREASE WITHIN CPI-U
☐ REVIEWED BY CORP COUNSEL ☐ VALUE LESS THAN THRESHOLD
-

VENDOR: Metro Environmental Services Inc.

VALUE: \$23,750

TERM: One time purchase

CONTRACT TYPE: Professional services

SERVICE DESCRIPTION: Leachate collection line jetting

DEPARTMENT(S): Landfill

COMMENTS: Proposals were solicited; Metro Environmental Services was low bidder.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Smiths Creek Landfill

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: October 31, 2022

Contract – NOT TO EXCEED \$23,750

*Not to exceed specified amount without written authorization from a St. Clair County authorized representative.

This “Contract” is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called “County”, and the “Contractor” as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a “Party” or jointly as the “Parties”.

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	METRO ENVIRONMENTAL SERVICES, INC. P.O. Box 725 Walled Lake, MI 48390 (herein, the “Contractor”)
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This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:



COUNTY OF ST. CLAIR



§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor’s supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. “County” means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agent” as defined below.
- 1.4. “County Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.5. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. “Contract Documents” This contract includes and fully incorporates herein all of the following documents:



COUNTY OF ST. CLAIR



1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2. CONTRACT EFFECTIVE DATE AND TERMINATION

2.1. The effective date of this Contract shall be August 18, 2022, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.

2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.

2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.

2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.

2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. SCOPE OF CONTRACTOR'S SERVICES

3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES



COUNTY OF ST. CLAIR



- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
- 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
- 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
- 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
- 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **P_____**.
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.

§ 5. **CONTRACTOR'S ASSURANCES AND WARRANTIES**

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.



COUNTY OF ST. CLAIR



- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.
- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.
- 5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and



COUNTY OF ST. CLAIR



any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

- 5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

- 6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.
- 6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.
- 6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.



COUNTY OF ST. CLAIR



6.2. Insurance Requirements.

6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES";
"AUDIT";
"SEVERABILITY";
"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND
"SURVIVAL OF TERMS AND CONDITIONS".

7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.



COUNTY OF ST. CLAIR



- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.



COUNTY OF ST. CLAIR



- 7.11.2** As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12.** Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.
- 7.13.** Delegation/Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.13.2** Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.13.4** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.13.5** This Contract cannot be sold.
- 7.13.6** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.14.** Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.
- 7.15.** No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term,



COUNTY OF ST. CLAIR



condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- 7.16. Severability.** If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 7.17. Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.18. Notices.** Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.
- 7.18.1.** If notice is sent to the Contractor, it shall be addressed to:
Metro Environmental Services, Inc.
P.O. Box 725
Walled Lake, MI 48390
- 7.18.2.** If notice is sent to the County, it shall be addressed to:
County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060
- 7.18.3** Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 7.19. Contract Modifications of Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.



COUNTY OF ST. CLAIR



7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____
Authorized Signer

DATE: _____

FOR THE COUNTY:

BY: _____ DATE: _____
Karry Hepting, Administrator/Controller



COUNTY OF ST. CLAIR



ATTACHMENT I

STATEMENT OF CONTRACTOR'S SERVICES

1. Remove sediment and clean the Cells 2B, 3A, 3B, 3S, 5, 6, and 8 18" riser pipe
2. Remove sediment and clean the Cell 3B 6" leachate collection (cleanout) pipe
3. Transport and dispose of any material generated in the active portion of the landfill



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

Industrial Vactor & High Pressure Jetting – off road conditions - \$4,750 8 hour day/on-site
Project estimate is 5 days = \$23,750.00



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

- ☒ **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ☒ **Commercial General Liability Insurance:** The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.
- ☒ **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- ☒ **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.



COUNTY OF ST. CLAIR



If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, a copy of Certificates of Insurance **as well as required endorsements** for all coverage listed above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lparent@stclaircounty.org

Spongy Moth Suppression Program

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Spongy Moth Program Recommendation 2022 and beyond	7/28/2022	Cover Memo
📎	PARC - Naturalist memo for BOC	7/28/2022	Cover Memo
📎	2022-2023 FSCR SOW - SpongyMothProposal - DRAFT	7/28/2022	Cover Memo
📎	DBarbour Memo to Board Naturalist-INvasive Species August 2022	7/28/2022	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY A. HEPTING, CPA
Administrator/Controller

To: Board of Commissioners, Members

From: Karry Hepting

Date: July 28, 2022

Re: Spongy Moth Suppression Program - Analysis of Proposal and Recommendation

As you know, St. Clair County Spongy Moth Suppression Program was re-established late last year to address the significant outbreak that was realized throughout the County. The Board of Commissioners acted quickly and authorized Administration to contract with the Friends of the St. Clair River to survey, analyze and make recommendations for aerial treatment for spring 2022. The aerial treatment was completed in May 2022. Both Administration and Friends of the St. Clair River feel that the program was quite successful, especially since it was fast-tracked.

Now Administration has to look at the future of the program and make a recommendation on how best to proceed in future years. The Friends of the St. Clair River contract expires July 31, 2022. In order to conduct our due diligence and make a determination on how the Spongy Moth Suppression Program can best serve our community, we requested a proposal from Michigan State University Extension (MSUE), Parks and Recreation, as well as Friends of the St. Clair River.

MSUE indicated that they were not interested in administration or coordination of the program, but as educators, they would be able to provide educational programs within the community as needed.

Parks and Recreation Commission (PARC) is proposing a cost-share for a new position, Naturalist/Invasive Species Specialist. This position would administer and coordinate the Spongy Moth Suppression Program, provide invasive species management at all of our parks, and assist municipalities with invasive species management, as well as being the Naturalist for all county parks. PARC envisions providing a wider scope of services to the citizens in our community as this position would not only provide coordination and education for the Spongy Moth Program, but other invasive insects and plants.

Friends of the St. Clair River's (FSCR) proposal is similar in scope to what we did this past year. FSCR would monitor the on-line reporting database, conduct egg mass surveys from the on-line reports, draft spray blocks, oversee the treatment process, etc. St. Clair County would still have a role to play as contract administrator for the FSCR and other vendors, as well as GIS creation of preliminary and final mapping, etc. Based upon the time spent this past year, Administration determined that County would need to add a part-time position to administer the contracts and program.



COUNTY OF ST. CLAIR



Financial Analysis of Proposals:

Friends of the St. Clair River

Contract Cost	\$ 17,625
PT Coordinator (750-1,000 hours annually)	<u>\$ 21,460</u>
	\$ 39,085

St. Clair County Parks and Recreation Naturalist/Invasive Species Specialist

Naturalist (top step, full benefits)	<u>\$ 84,133</u>
General Fund Share (50%)	\$ 42,067

Recommendation:

Both proposals above will provide for a spongy moth program to assist local units as outbreaks occur. The time required for managing spray blocks, citizen notifications, and local unit cost share agreements is more than we can absorb with existing Administrative staff on an ongoing basis. Due to the cyclical nature of the spongy moth, the number of hours for a part time coordinator could vary greatly from year to year making it difficult to recruit and retain an employee. A full time Naturalist/Invasive Species Specialist would address all invasive species issues in our County Parks along with providing assistance to local unit park systems. The Parks Department currently pays various outside vendors for these services. This may allow us to bring some of those services in house. With over 1,100 acres of parkland in our inventory, our park system will benefit from a full time dedicated employee. My recommendation is dependent on the Board's desired level of commitment to an ongoing program. If the Board would like a permanent, ongoing program to monitor for spongy moths and other invasive species, it is my recommendation we split a position with Parks and Recreation to administer the County's Spongy Moth Suppression Program and provide invasive species management for our park system. If the Board would like to continue through this current outbreak and annually re-evaluate the necessity of continuing a spongy moth program, the best option is to contract with the Friends of the St. Clair River and bring on a temporary part time employee to manage the process.



COUNTY OF ST. CLAIR



Parks and Recreation Commission

To: County Board of Commissioner
Karry Hepting, Administrator / Controller

From: Nancy Winzer, County Parks Director

Re: Manning Table Addition

Date: August 4, 2022

I would like to formally request Board of Commissioners approval to change the Parks and Recreation manning table by adding a full-time Naturalist-Invasive Species Specialist position.

The job is two distinct roles combined into one position. The Naturalist will serve County Parks. The Invasive Species Specialist would serve County residents and local municipalities with guidance on invasive species control. The time would be split evenly between the two roles.

As a Naturalist, the employee will be responsible for planning and leading educational programs for County Parks. They will monitor the diverse eco-system in each County Park to protect the park's natural and cultural resources. They will serve as Parks representative with external organizations and prepare interpretive materials for distribution.

As an Invasive Species Specialist, the employee will use mechanical and chemical treatments to treat invasive plant and insect species. They will provide their support to the 33 local units of government in invasive species management by surveying and monitoring areas of the County. They will be required to obtain a Michigan Commercial Pesticide Applicator Certification to identify and treat invasive species throughout the County. This position would also take over the administration and coordination of the County's Spongy Moth Suppression Program, rather than outsourcing that function.

The Administrator/Controller's Office will provide a detailed costs analysis of this option under separate memo.



**2022-2023 Proposed Scope of Work
Spongy Moth Suppression Program
St. Clair County and Friends of the St. Clair River**

Organization Name Friends of the St. Clair River
Address P.O. Box 611496, Port Huron, MI 48061
Contact Info W: www.scriver.org, E: info@scriver.org
EIN # 77-0670838

PURPOSE

Friends of the St. Clair River (Friends) will lead a collaborative Spongy Moth Suppression Program on behalf of St. Clair County that is cost effective, science-based, and protective of quality of life and natural resources.

SUMMARY

St. Clair County (SCC) has rich and diverse natural resources that shall be protected and enhanced to maximize its environmental, recreational, social and economic values. This proposal will provide assistance to SCC and its communities to protect quality of life for residents while balancing ecosystem health.

ORGANIZATIONAL BACKGROUND

Friends will implement spongy moth management and public education strategies in order to work effectively across jurisdictional boundaries with multiple stakeholders. This proposal does not commit SCC, municipalities, and/or property owners to be included or participate in an aerial spray in 2023. Friends' expertise and experience in land stewardship, environmental monitoring and educational programming allows advancement and advocacy on behalf of quality of life initiatives for SCC.

SCOPE OF WORK

The following scope of work includes proposed activities for the Spongy Moth Suppression Program on behalf of SCC. This proposal shall be effective from the date signed below and through July 31, 2023. Friends will communicate and meet regularly with designated SCC personnel to provide updates, review progress and evaluate performance. Friends will utilize other suppression program resources as a guide for program best practices. The following Scope of Work shall be provided in a competent and professional manner.

Activities: Egg Mass Surveys & Field Work

Timeline: August - December

- Monitor complaints in SCC's database until the entry deadline of Sept 15; coordinate with SCC-IT for accessing complaint database and mapping interface; SCC-IT to provide cleaned, sorted and mapped complaints
- Conduct egg mass surveys from Oct 1 – Dec 9 from complaints submitted to the SCC database from May 1 – Sept 15; utilize and improve upon the egg mass survey protocols developed from 2021 field work (paper and digital formats)

- Perform egg mass surveys with spray block designs in mind by sampling until edges of hot spots of infestation are found; use a streamlined survey process by creating preliminary rough draft spray blocks using a GIS-interface product to share with SCC-IT
- Recruit, train and manage volunteers to assist with egg mass surveys

Activities: Preliminary Assessments of Treatment Areas

Timeline: December, January

- Share rough draft spray blocks with SCC-IT for development of preliminary assessments for 2023 treatment areas; SCC-IT to convert preliminary spray blocks into GIS database
- Ensure criteria for inclusion in aerial spray are clearly defined and communicated, and that any changes in criteria are justified and transparent

Activities: Data management, thresholds and field verifications

Timeline: January - March

- Perform ground-truth and electronic field verifications of SCC-IT GIS data to prepare for treatment recommendations, assist SCC in establishing treatment thresholds
- Prepare for treatment by reviewing SCC finalized spray block maps
- Define opt out process by helping verify SCC final survey data of opt-out parcels; respond to opt out responses; SCC-IT to provide final GIS maps of opt out parcels for vendor(s)
- Assist with Aerial Spray RFP development/vendor selection process as needed

Activities: Perform spring field work

Timeline: April, May

- Determine aerial spray dates by monitoring egg mass hatch & dispersal, tree canopy development
- Oversee performance of treatment by vendor(s) by involving stakeholders at treatment areas to observe & document
- Recruit, train and manage volunteers to assist with spray block monitoring, spring survey work

Activities: Prepare Reports

Timeline: June, July

- Conduct quality of life surveys and defoliation surveys; recruit & train volunteers to assist with defoliation surveys
- Summarize field work, pest development, municipal and resident feedback, forecasts for next cycle
- Renew agreement cycle, adjust practices, incorporate lessons learned

Outreach & Public Education - Ongoing

- Utilize existing outreach materials for the public and municipal offices; provide frequent program updates through media releases, newsletter articles, interviews, social media posts, blogs, and other media streams
- Provide up to 10 community workshops/volunteer trainings (online and/or in-person); include outreach to MTA
- Develop and implement communication plan to all municipal officials ongoing throughout the year
- Collect residents' comments and photos in addition to complaints to improve messaging and response
- Draft and review media releases as needed
- Respond to resident inquiries, questions, complaints through a variety of communication streams
- Include threatened and endangered species review process in outreach

ST CLAIR COUNTY RESPONSIBILITIES

- Maintain spongy moth complaint online database

- Provide GIS mapping services including refine/complete GIS mapping of preliminary spray block maps and final spray block maps
- Print and mail notifications for opt out process; collect opt out notifications and adjust GIS spray block maps for parcels
- Develop RFP to select aerial spray vendor(s); serve as point of contact with the vendor(s)
- Approve and send media releases and legal notices
- Hold all associated contracts, permits and issue legal notices, including NPDES permit

SCHEDULE

This proposal will begin on the effective date signed below and end July 31, 2023.

COMPENSATION

Friends will be compensated for these services of a flat amount of \$17,625.00. This covers all expenses including wages, printing, hardware and software, supplies, and mileage. Friends will prepare invoices according to the payment schedule: Twelve equal monthly payments of \$1,468.75.

DELIVERABLES

- Progress updates submitted with invoices; additional reports or updates as requested
- Copies of marketing materials, presentations, reports, photos
- Record of volunteer hours

TERMINATION

The obligation to provide services under this proposal may be terminated for cause, by either party upon 30 days written notice, in the event of failure by either party to perform in accordance with the terms through no fault of the terminating party. St. Clair County shall have no liability to Friends on account of such termination.

EXCLUDED SERVICES

Costs for GIS services, printing and mailing for opt out parcels, and aerial treatment spraying are not included in this proposal.

2022-2023 St. Clair County Spongy Moth Suppression Program Proposal

Agency Name Friends of the St. Clair River
Contact Lydia Nicholas, Environmental Field Technician
Address P.O. Box 611496, Port Huron, MI 48061; info@senver.org
EIN # 77-0670838

FRIENDS OF THE ST CLAIR RIVER

Printed Name : Lydia Nicholas

Title: Environmental Field Technician

Signature: _____

Effective Date Signed: _____

Address for giving notices:
Friends of the St. Clair River
P.O. Box 611496
Port Huron, MI 48061

ST. CLAIR COUNTY

Printed Name : _____

Signature: _____

Title: _____

Effective Date Signed: _____

Address for giving notices:
St. Clair County Administration/Controller Department
200 Grand River Ave. Suite 203
Port Huron, MI 48060



COUNTY OF ST. CLAIR



MEMO

To: Board of Commissioners

From: Diane Barbour, Director of Human Resources

Date: July 28, 2022

Subject: New Position: Naturalist-Invasive Species

☒ COMPLIANCE WITH HUMAN RESOURCE POLICIES

Background:

Parks and Recreation is requesting the addition of a full-time position of a Naturalist-Invasive Species. The position would serve the community in two roles-guidance on invasive species control and providing educational programs for County parks.

I completed a wage survey. Due to the limited available external comparables, I used internal comparables and placed the position at wage range II-F (\$43,450-57,176).

Internal Comparable -Naturalist/Invasive Species Specialist		Job Group	Wage Range	Max Salary
Landfill	Landfill Operations Coordinator	II	G	\$61,843.00
Drain	Drain Vegetation Specialist	II	DD	\$50,830.00
Drain	Project Manager	II	EE	\$54,978.00
Drain	Drain Maintenance Coordinator	II	DD	\$50,830.00
Health	Enviromental Health Educator	II	FF	\$59,464.00
Health	Sanitarian II	II	G	\$61,843.00
Average				\$56,631.33
Hourly				\$29.04
Proposed:	Naturalist-Invasive Species Coordinator	II	F	57,176

I support the addition of the Naturalist-Invasive Species at a wage range of II-F as demonstrated above.

Thank you,

Diane Barbour
Director-Human Resources

Monthly PARC Financial Documents

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	PARC Finance Committee Minutes 7.11.22	7/21/2022	Cover Memo
	PARC Budget Year to Date 5.31.22	7/21/2022	Cover Memo

MINUTES
ST. CLAIR COUNTY PARKS AND RECREATION COMMISSION
FINANCE COMMITTEE
Monday, July 11, 2022

1. **Call Meeting to Order:** The meeting was called to order at 4:28 p.m. by Chair Bier in the Single Keepers Building at the Fort Gratiot Light Station.
2. **Roll Call:** Bier, Cooper, Foster, Haggerty, Leto, Smith and Ward
Excused: McNamee
Absent: None
3. **Approval of Minutes: Motion** by Ward, supported by Smith to approve the minutes of the June 6, 2022, meeting as presented. Motion carried unanimously.
4. **Receipt of Financial Reports: Motion** by Smith, supported by Cooper to recommend receipt of the financial reports for the period ending May 31, 2022, as presented. Motion carried unanimously.
5. **Proposals:**
 - a. **Proposed 2022-23 Hunting Fees: Motion** by Haggerty, supported by Cooper to recommend PARC approve the 2022-23 hunting fees as presented. Motion carried unanimously.
 - b. **Naturalist Position:** The Naturalist position will be split between County Administration and Parks. **Motion** by Ward, supported by Cooper to forward the position to the PARC meeting and to work with County Administration to decide if this position is a good fit for County Parks. Motion carried unanimously.
 - c. **Marine City Reimbursement Request: Motion** by Cooper, supported by Foster to reimburse the City of Marine City for their purchase and installation of a canoe/kayak launch in the amount of \$30,000.00. Motion carried unanimously.
 - d. **Local Municipality Grant Application:** The committee reviewed the form and suggested a few changes. **Motion** by Leto, supported by Cooper to recommend PARC approve the form once the changes have been made. Motion carried unanimously.
6. **Invoices Paid:** Invoices totaling \$281,361.50 were paid in June.
7. **Local Millage Distribution Reports: Motion** by Haggerty, supported by Ward to approve the following distributions: City of Algonac (\$21,490) and Townships of Columbus (\$21,060), Greenwood (\$7,632), Ira (\$25,439) and St. Clair (\$36,287). Motion carried unanimously.
8. **Capital Asset Inventories:** None.
9. **Other:**
 - a. **Playground Ribbon Cutting:** The ribbon cutting for the new playground at Goodells is tentatively scheduled for the end of August. It will be open for use during the Fair.
 - b. **GCP Aggregate Road Project:** Bids were solicited for the aggregate road project.
10. **Next Meeting Date and Location:** The next Finance Committee meeting is scheduled for Monday, August 1, 2022, at 4:30 p.m. at the Fort Gratiot Light Station.
11. **Adjournment: Motion** by Foster, supported by Leto to adjourn. The meeting was adjourned at 5:40 p.m.

**St Clair County
Parks and Recreation Commission
05/31/2022**

Object	Object Description	2021 Budget	5/31/21 Actual	2022 Budget	5/31/22 Actual
4007	Current Property Taxes	3,178,368.00	3,178,868.11	3,277,799.00	3,285,201.86
4033	Current Personal Property Tax	1,792.00	724.05	1,500.00	0.00
4043	Delinq Real Prp Tx-Extra Voted	1,253.00	0.00	1,000.00	0.00
		3,181,413.00	3,179,592.16	3,280,299.00	3,285,201.86
4332	Federal Grants - Operating	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
4450	State Grants - General	0.00	0.00	0.00	0.00
4452	State Grants - Operating	1,425,300.00	0.00	148,000.00	1,417,011.97
4573	Local Comm Stabilization Shar	6,000.00	0.00	6,000.00	8,319.56
		1,431,300.00	0.00	154,000.00	1,425,331.53
4689	Charges for Services - Fees	117,346.00	63,438.75	80,000.00	54,485.00
4836	Chrgs Fr Srvcs-Use&Admissn Fee	13,840.00	10,075.00	12,400.00	16,850.00
		131,186.00	73,513.75	92,400.00	71,335.00
4882	Interest Revenue	4,000.00	2,908.83	4,000.00	579.74
4883	Interest on Delinquent Taxes	232.00	189.46	500.00	0.00
		4,232.00	3,098.29	4,500.00	579.74
4909	Sale of Fixed Assets	0.00	0.00	0.00	0.00
4916	Cntrbtn&Donatn Frm Privat Srcs	24,195.00	10,895.00	0.00	13,510.00
4956	Refunds and Rebates Received	2,288.00	614.21	500.00	264.96
4969	Miscellaneous	200.00	10,600.00	500.00	228.00
4979	Cash Over & Short	0.00	0.00	0.00	0.00
		26,683.00	22,109.21	1,000.00	14,002.96
5050	Salaries&Wages-Appntd Official	3,000.00	600.00	3,000.00	990.00
5083	Salaries&Wages-Supervisory	60,000.00	34,445.21	0.00	47,159.67
5099	Salaries&Wages-Regular	450,000.00	166,320.13	530,000.00	145,091.82
5105	Salaries&Wages - Parttime	320,000.00	92,121.38	305,000.00	115,628.83
5116	Salaries&Wages-Temporary	160,000.00	13,003.80	160,000.00	13,087.70
5132	Salaries&Wages-Overtime	2,000.00	24.91	2,000.00	94.92
5182	Employer Provided Health Insur	125,000.00	41,934.00	115,000.00	39,679.78
5231	Employer Provided Life Insur	1,000.00	247.17	700.00	226.71
5248	Employer Provided Disblty Insr	8,000.00	2,009.33	5,500.00	1,922.80
5281	Employer Retirement Contributn	80,000.00	31,406.43	67,287.00	24,204.25
5285	Employers Retiree Health	14,100.00	5,314.52	9,192.00	3,566.04
5290	Employer 457 Match	17,000.00	4,857.17	22,302.00	6,579.49
5330	Employer's FICA Contribution	60,000.00	18,682.95	61,650.00	19,752.66
5347	Employer's Medicare Contributn	14,000.00	4,369.49	14,418.00	4,619.67
5363	Unemployment Insurance	3,000.00	242.20	795.00	255.67
5380	Workers Compensation Insurance	8,000.00	1,818.26	5,966.00	1,846.48
5394	Employee Mileage Reimbursement	1,500.00	0.00	3,000.00	576.41
5396	Employee Travel	3,500.00	0.00	7,000.00	1,508.27
5397	Employee Meals	200.00	0.00	900.00	814.20
5398	Employer Provided Uniforms	4,000.00	1,006.49	4,000.00	1,387.00
5404	Employee Dues & Subscriptions	1,500.00	20.00	2,500.00	555.00
5410	Employee Health and Welfare	1,000.00	344.00	1,000.00	367.00
5420	Contracted Labor	88,400.00	0.00	88,400.00	0.00

**St Clair County
Parks and Recreation Commission
05/31/2022**

Object	Object Description	2021 Budget	5/31/21 Actual	2022 Budget	5/31/22 Actual
		1,425,200.00	418,767.44	1,409,610.00	429,914.37
5446	Supplies	105,000.00	17,490.23	105,000.00	24,055.38
5462	Operating Supplies	0.00	0.00	0.00	378.09
5545	Fuel	30,000.00	8,318.69	35,000.00	11,388.00
		135,000.00	25,808.92	140,000.00	35,821.47
6683	Legal Services	2,000.00	120.00	3,000.00	165.00
6749	Professional Services	133,000.00	57,205.76	120,000.00	47,431.54
6799	Court Appointed Attorny-Other	0.00	0.00	0.00	0.00
7013	Maintenance Contracts	4,000.00	2,939.00	4,000.00	3,875.51
7508	Internet Access	4,500.00	1,299.50	4,500.00	559.50
7541	Telephone	6,600.00	2,073.32	6,600.00	3,196.01
7591	Cellular Phone	3,000.00	1,249.88	4,000.00	1,357.82
7700	Licenses, Permits, & Fees	2,000.00	723.00	2,000.00	28.18
7723	Postage/Freight	25,000.00	77.79	37,000.00	64.64
8036	Program Promotion	10,000.00	0.00	110,000.00	0.00
8300	Printing and Publishing	30,000.00	4,454.50	54,000.00	4,705.50
8531	Training	4,000.00	289.00	8,000.00	3,710.00
8548	Regulatory Updates/Reference	100.00	0.00	400.00	0.00
8581	County Membership	3,000.00	1,000.00	3,000.00	0.00
8647	Electric Utility	43,000.00	11,739.67	47,300.00	14,251.86
8663	Gas Utility	13,000.00	5,344.93	14,300.00	8,333.74
8680	Water/Sewer Utility	4,000.00	10.00	4,000.00	1,332.59
8795	Repairs and Maintenance	110,000.00	9,382.55	110,000.00	13,474.78
8977	Equipment Rental	10,000.00	876.50	10,000.00	1,245.00
9092	Local Unit Fee	781,000.00	0.00	820,000.00	256.57
9208	Miscellaneous	1,200.00	0.00	1,200.00	0.00
9356	Refunds Paid	4,500.00	3,471.25	4,500.00	1,736.25
		1,193,900.00	102,256.65	1,367,800.00	105,724.49
9472	Land	1,630,000.00	0.00	200,000.00	0.00
9480	Uncapitalized Assets < \$5,000	80,000.00	27,062.86	75,000.00	38,634.72
9521	Land Improvements	300,000.00	0.00	545,000.00	0.00
9538	Buildings	200,000.00	0.00	150,000.00	0.00
9554	Equipment	110,000.00	7,404.00	84,000.00	0.00
9585	Subscription/Hosted Software	0.00	0.00	0.00	0.00
9620	Vehicles	175,000.00	0.00	85,000.00	32,212.35
		2,495,000.00	34,466.86	1,139,000.00	70,847.07
9868	Interest Expense	0.00	0.00	0.00	0.00
9884	Late Payment Fees	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
9934	Appropriation Transfer Out	200,000.00	0.00	200,000.00	0.00
		200,000.00	0.00	200,000.00	0.00
Revenue Total:		4,774,814.00	3,278,313.41	3,532,199.00	4,796,451.09
Expense Total:		5,449,100.00	581,299.87	4,256,410.00	642,307.40
Net:		-674,286.00	2,697,013.54	-724,211.00	4,154,143.69

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
208000	Parks & Recreation				
208000 -2530	FORD, MARGARET	SEC DEPOSIT RETURN	00290187	05/12/2022	100.00
208000 -2530	GILL, DAN	SEC DEPOSIT RETURN	00290194	05/12/2022	100.00
208000 -2530	GRAHAM, RON	SEC DEPOSIT RETURN	00290195	05/12/2022	500.00
208000 -2530	GREAT LAKES INTL ANTIQUE FIRE	SEC DEPOSIT RETURN	00290465	05/26/2022	100.00
208000 -2530	LAMAY, AMANDA	SEC DEPOSIT RETURN	00290031	05/05/2022	100.00
208000 -2530	PEMBERTON, MARK	SEC DEPOSIT CHUCH	00290055	05/05/2022	200.00
208000 -2530	PEMBERTON, MARK	SEC DEPOSIT EXH BUILDING	00290055	05/05/2022	500.00
208000 -2530	SHY, MARYKAY	SEC DEPOSIT RETURN	00290075	05/05/2022	100.00
208000 -2530	SMALLEY, AMY	SEC DEPOSIT RETURN	00290254	05/12/2022	100.00
208000 -2530	ST CLAIR COUNTY 4H COUNCIL	SEC DEPOSIT RETURN	00290257	05/12/2022	300.00
208000 -2530	WALTZER, RENE	SEC DEPOSIT RETURN	00290117	05/05/2022	100.00
		Total Customers Depst&Interest Pyble		2530	2,200.00
		Org Key Total		208000	2,200.00
208751	Recreation/Parks				
208751 -5398	MARKETING PROMOTIONS AND EVENTSTAFF APPAREL		00290220	05/12/2022	342.00
208751 -5398	MARKETING PROMOTIONS AND EVENTFLEX FIT HATS		00290220	05/12/2022	360.00
		Total Employer Provided Uniforms		5398	702.00
208751 -7591	AT AND T MOBILITY II LLC	CHARGES 04/17/22	00289973	05/05/2022	277.91
		Total Cellular Phone		7591	277.91
208751 -7723	PITNEY BOWES BANK INC	POSTAGE	00290058	05/05/2022	46.71
		Total Postage/Freight		7723	46.71
208751 -8300	LASERLECTRIC ENGRAVING	BENCH PLATES	00290357	05/19/2022	55.50
208751 -8300	LIGGETT COMMUNICATIONS LLC	2022 VACATIONLAND AD FULL PAGE	00290483	05/26/2022	2,995.00
		Total Printing and Publishing		8300	3,050.50
208751 -8795	LOWERY CORP	RICOH COPIER MAINT PARKS	00290486	05/26/2022	38.74
208751 -8795	ST CLAIR COUNTY ROAD COMMISSIO	SIGN REPLACEMENT B2B TRAIL	00290520	05/26/2022	388.49
		Total Repairs and Maintenance		8795	427.23
		Org Key Total		208751	4,504.35
940020	Wadhams to Avoca Trail				
940020 -8647	DTE ENERGY	CHARGES 04/01-04/30/22	00290177	05/12/2022	135.93
		Total Electric Utility		8647	135.93
		Org Key Total		940020	135.93
940021	Fort Gratiot County Park				
940021 -7541	MICHIGAN BELL TELEPHONE CO	CHARGES 04/05-05/04/22	00290365	05/19/2022	267.46
		Total Telephone		7541	267.46
940021 -8647	DTE ENERGY	CHARGES 04/05-05/04/22	00290175	05/12/2022	23.98
940021 -8647	DTE ENERGY	CHARGES 04/08-05/09/22	00290329	05/19/2022	66.59
		Total Electric Utility		8647	90.57
940021 -8795	WASTE MANAGEMENT OF MICHIGAN	MAY 22 WASTE RMVL HAUL FGCP	00290274	05/12/2022	116.80
940021 -8795	WASTE MANAGEMENT OF MICHIGAN	PRORATED WASTE RMVL HAUL FGCP	00290274	05/12/2022	19.47
		Total Repairs and Maintenance		8795	136.27
940021 -8977	CARLS SEPTIC SERVICE	04/07-05/07/22 TOILET RENTAL	00290145	05/12/2022	160.00
		Total Equipment Rental		8977	160.00
		Org Key Total		940021	654.30
940026	Columbus County Park				
940026 -5446	MICHIGAN UNDERGROUND SPECIALISCOUPLER FOR DITCH WITCH		00290372	05/19/2022	208.88
940026 -5446	MICHIGAN UNDERGROUND SPECIALISCABLE		00290497	05/26/2022	110.61
		Total Supplies		5446	319.49

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
940026 -5545	FOSTER BLUE WATER OIL LLC	DIESEL	00290020	05/05/2022	661.85
940026 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00290020	05/05/2022	659.57
		Total Fuel		5545	1,321.42
940026 -7541	FRONTIER COMMUNICATIONS OF MIC	CHARGES 04/20/22	00290021	05/05/2022	121.09
940026 -7541	FRONTIER COMMUNICATIONS OF MIC	CHARGES 05/01/22	00290193	05/12/2022	146.20
		Total Telephone		7541	267.29
940026 -8647	DTE ENERGY	CHARGES 03/25-04/25/22	00289998	05/05/2022	40.68
940026 -8647	DTE ENERGY	CHARGES 03/25-04/25/22	00289999	05/05/2022	238.44
940026 -8647	DTE ENERGY	CHARGES 03/24-04/23/22	00289999	05/05/2022	307.10
940026 -8647	DTE ENERGY	CHARGES 03/25-04/25/22	00290000	05/05/2022	66.76
		Total Electric Utility		8647	652.98
940026 -8663	SEMCO ENERGY	CHARGES 04/01-05/03/22	00290391	05/19/2022	126.93
		Total Gas Utility		8663	126.93
940026 -8795	DYCK SECURITY SERVICES INC	SC KEYPAD RECEIVER	00290179	05/12/2022	105.00
940026 -8795	INTERNATIONAL CONTROLS AND EQUIPMENT	REPAIR GATE SYSTEM	00290202	05/12/2022	485.00
940026 -8795	WASTE MANAGEMENT OF MICHIGAN	MAY 22 WASTE RMVL HAUL CCP	00290274	05/12/2022	48.40
		Total Repairs and Maintenance		8795	638.40
940026 -9480	ADAIR SALVAGE INC	CULVERTS (3)	00290132	05/12/2022	1,739.40
940026 -9480	SUPERIOR HEATING AND COOLING INC	RPLCMNT GEOTHRM CIRC PUMP	00290399	05/19/2022	1,521.53
		Total Uncapitalized Assets < \$5,000		9480	3,260.93
Org Key Total				940026	6,587.44
940028	Goodells Park Splashpad				
940028 -9480	FRANCEK WATER CONDITIONING	CHARGER IRON BREAKER IV	00290190	05/12/2022	2,795.00
940028 -9480	FRANCEK WATER CONDITIONING	KINETCO WATER SOFTENER	00290190	05/12/2022	3,695.00
940028 -9480	FRANCEK WATER CONDITIONING	UPGRADE SOFTENER DISCOUNT	00290190	05/12/2022	-600.00
		Total Uncapitalized Assets < \$5,000		9480	5,890.00
Org Key Total				940028	5,890.00
940032	Woodsong County Park				
940032 -8647	DTE ENERGY	CHARGES 04/07-05/06/22	00290329	05/19/2022	19.42
		Total Electric Utility		8647	19.42
Org Key Total				940032	19.42
940033	Goodells County Park				
940033 -4689	DANCE ACADEMY INC	REFUND RENTAL LESS 25%	00290163	05/12/2022	990.00
		Total Charges for Services - Fees		4689	990.00
940033 -5446	ADAIR SALVAGE INC	CASINGS, 8' SIDING	00290132	05/12/2022	440.40
940033 -5446	CEDAR HILL GRAPHICS LLC	CAUTION SIGNS	00290310	05/19/2022	200.00
940033 -5446	ZIMMERS SALES AND SERVICE	BLADES, OIL, OIL FILTERS	00290545	05/26/2022	379.88
		Total Supplies		5446	1,020.28
940033 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00290189	05/12/2022	674.72
940033 -5545	FOSTER BLUE WATER OIL LLC	DIESEL FUEL	00290463	05/26/2022	731.82
940033 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00290463	05/26/2022	942.13
		Total Fuel		5545	2,348.67
940033 -7013	DYCK SECURITY SERVICES INC	RADIO CELL ALARM MNT GARDENCTR	00290455	05/26/2022	243.00
		Total Maintenance Contracts		7013	243.00
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290168	05/12/2022	14.76
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290168	05/12/2022	14.76
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290172	05/12/2022	56.21
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290172	05/12/2022	49.34
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290172	05/12/2022	14.76
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290172	05/12/2022	14.76

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290172	05/12/2022	436.65
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290173	05/12/2022	87.30
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290173	05/12/2022	154.37
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290173	05/12/2022	82.26
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290174	05/12/2022	8.37
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290175	05/12/2022	235.36
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290175	05/12/2022	358.92
940033 -8647	DTE ENERGY	CHARGES 03/29-04/27/22	00290175	05/12/2022	240.55
940033 -8647	DTE ENERGY	CHARGES 04/01-04/30/22	00290177	05/12/2022	98.39
940033 -8647	DTE ENERGY	CHARGES 04/01-05/02/22	00290327	05/19/2022	124.62
		Total Electric Utility		8647	1,991.38
940033 -8663	SEMCO ENERGY	CHARGES 04/06-05/06/22	00290423	05/26/2022	114.18
940033 -8663	SEMCO ENERGY	CHARGES 04/06-05/06/22	00290423	05/26/2022	85.82
940033 -8663	SEMCO ENERGY	CHARGES 04/06-05/06/22	00290423	05/26/2022	176.25
940033 -8663	SEMCO ENERGY	CHARGES 04/06-05/06/22	00290423	05/26/2022	336.35
940033 -8663	SEMCO ENERGY	CHARGES 04/06-05/06/22	00290423	05/26/2022	617.37
		Total Gas Utility		8663	1,329.97
940033 -9480	ALR PRODUCTS INC	TWO 6 FOOT BENCHES	00290424	05/26/2022	1,390.95
940033 -9480	CLASSIC HEATING AND COOLING IN	INST AIR CONDITION GARDEN CTR	00289992	05/05/2022	3,725.00
940033 -9480	DYCK SECURITY SERVICES INC	INSTL NEW SECURITY SYS GCP	00290455	05/26/2022	2,108.22
		Total Uncapitalized Assets < \$5,000		9480	7,224.17
		Org Key Total		940033	15,147.47
940034	Ft Gratiot Lighthouse				
940034 -5446	PORT HURON AUTO GLASS INC	TEMPERED GLASS (2 PIECES)	00290061	05/05/2022	40.00
		Total Supplies		5446	40.00
940034 -7508	COMCAST CABLE COMMUNICATIONS I	CHARGES 05/13/22	00290315	05/19/2022	109.90
		Total Internet Access		7508	109.90
940034 -7541	MICHIGAN BELL TELEPHONE CO	CHARGES 03/29-04/28/22	00290231	05/12/2022	68.20
		Total Telephone		7541	68.20
940034 -8647	DTE ENERGY	CHARGES 04/12-05/12/22	00290420	05/26/2022	41.82
		Total Electric Utility		8647	41.82
940034 -8663	SEMCO ENERGY	CHARGES 04/04-05/04/22	00290391	05/19/2022	75.54
		Total Gas Utility		8663	75.54
940034 -8680	CITY OF PORT HURON MICHIGAN	CHARGES 03/20-04/20/22	00289985	05/05/2022	230.68
		Total Water/Sewer Utility		8680	230.68
		Org Key Total		940034	566.14
940036	Blue Water River Walk				
940036 -8647	DTE ENERGY	CHARGES 04/08-05/09/22	00290329	05/19/2022	16.31
		Total Electric Utility		8647	16.31
940036 -8795	WASTE MANAGEMENT OF MICHIGAN	MAY 22 WASTE RMVL HAUL BWRW	00290274	05/12/2022	116.80
940036 -8795	WASTE MANAGEMENT OF MICHIGAN	PRORATED WASTE RMVL HAUL BWRW	00290274	05/12/2022	19.47
		Total Repairs and Maintenance		8795	136.27
		Org Key Total		940036	152.58
		Grand Total			35,857.63

940020 Wadhams to Avoca Trail**05/31/2022
YTD Actual**

Object	Description	
4689	Charges for Services - Fees	150.00
5099	Salaries&Wages-Regular	4,020.49
5105	Salaries&Wages - Parttime	1,965.91
5132	Salaries&Wages-Overtime	1.27
5182	Employer Provided Health Insur	1,117.36
5231	Employer Provided Life Insur	5.41
5248	Employer Provided Disblty Insr	40.18
5281	Employer Retirement Contributn	767.95
5285	Employers Retiree Health	170.65
5290	Employer 457 Match	81.61
5330	Employer's FICA Contribution	355.57
5347	Employer's Medicare Contributn	83.19
5363	Unemployment Insurance	4.85
5380	Workers Compensation Insurance	35.26
5446	Supplies	20.00
8300	Printing and Publishing	1,377.50
8647	Electric Utility	544.94
8795	Repairs and Maintenance	750.00
Revenue Total:		<u>150.00</u>
Expense Total:		<u>11,342.14</u>
Net:		<u>-11,192.14</u>

940021 Fort Gratiot County Park**05/31/2022
YTD Actual**

Object	Description	
4689	Charges for Services - Fees	5,000.00
5099	Salaries&Wages-Regular	6,150.50
5105	Salaries&Wages - Parttime	3,953.39
5116	Salaries&Wages-Temporary	3,079.95
5182	Employer Provided Health Insur	747.24
5231	Employer Provided Life Insur	5.41
5248	Employer Provided Disblty Insr	61.45
5281	Employer Retirement Contributn	479.36
5290	Employer 457 Match	128.99
5330	Employer's FICA Contribution	816.38
5347	Employer's Medicare Contributn	190.92
5363	Unemployment Insurance	10.46
5380	Workers Compensation Insurance	68.78
5446	Supplies	474.93
5545	Fuel	85.40
6749	Professional Services	2,468.00
7013	Maintenance Contracts	272.26
7541	Telephone	1,246.37
8647	Electric Utility	571.06
8680	Water/Sewer Utility	45.00
8795	Repairs and Maintenance	136.27
8977	Equipment Rental	675.00

9092	Local Unit Fee	256.57
9356	Refunds Paid	247.50
9480	Uncapitalized Assets < \$5,000	1,056.00
Revenue Total:		5,000.00
Expense Total:		23,227.19
Net:		-18,227.19

940026 Columbus County Park

		05/31/2022
Object	Description	YTD Actual
4689	Charges for Services - Fees	9,670.00
4916	Cntrbtrn&Donatn Frm Privat Srcs	11,380.00
4956	Refunds and Rebates Received	29.26
5099	Salaries&Wages-Regular	31,082.15
5105	Salaries&Wages - Parttime	22,829.19
5116	Salaries&Wages-Temporary	5,068.00
5132	Salaries&Wages-Overtime	69.52
5182	Employer Provided Health Insur	10,099.98
5231	Employer Provided Life Insur	40.53
5248	Employer Provided Disblty Insr	311.48
5281	Employer Retirement Contributn	8,329.16
5285	Employers Retiree Health	1,007.52
5290	Employer 457 Match	11.10
5330	Employer's FICA Contribution	3,465.88
5347	Employer's Medicare Contributn	810.60
5363	Unemployment Insurance	46.94
5380	Workers Compensation Insurance	351.33
5394	Employee Mileage Reimbursement	14.04
5397	Employee Meals	30.00
5398	Employer Provided Uniforms	68.00
5446	Supplies	5,990.30
5545	Fuel	3,826.61
6749	Professional Services	2,493.00
7013	Maintenance Contracts	977.12
7541	Telephone	1,677.32
8647	Electric Utility	2,696.55
8663	Gas Utility	848.06
8795	Repairs and Maintenance	1,490.61
8977	Equipment Rental	285.00
9356	Refunds Paid	165.00
9480	Uncapitalized Assets < \$5,000	7,196.92
Revenue Total:		21,079.26
Expense Total:		111,281.91
Net:		-90,202.65

940028 Goodells Park Splashpad

		05/31/2022
Object	Description	YTD Actual
6749	Professional Services	300.00
9480	Uncapitalized Assets < \$5,000	5,890.00

Revenue Total:	0.00
Expense Total:	6,190.00
Net:	-6,190.00

940032 Woodsong County Park

Object	Description	05/31/2022 YTD Actual
5099	Salaries&Wages-Regular	4,646.19
5182	Employer Provided Health Insur	1,554.33
5231	Employer Provided Life Insur	5.61
5248	Employer Provided Disblty Insr	46.47
5281	Employer Retirement Contributn	1,240.52
5290	Employer 457 Match	4.03
5330	Employer's FICA Contribution	246.76
5347	Employer's Medicare Contributn	57.72
5363	Unemployment Insurance	3.70
5380	Workers Compensation Insurance	27.41
5446	Supplies	15.00
6683	Legal Services	165.00
8647	Electric Utility	101.89
8977	Equipment Rental	285.00
Revenue Total:		0.00
Expense Total:		8,399.63
Net:		-8,399.63

940033 Goodells County Park

Object	Description	05/31/2022 YTD Actual
4689	Charges for Services - Fees	31,325.00
4916	Cntrbtrn&Donatn Frm Privat Srcs	2,130.00
4956	Refunds and Rebates Received	220.70
4969	Miscellaneous	228.00
5099	Salaries&Wages-Regular	34,966.03
5105	Salaries&Wages - Parttime	64,462.82
5116	Salaries&Wages-Temporary	3,581.25
5132	Salaries&Wages-Overtime	21.59
5182	Employer Provided Health Insur	7,911.47
5231	Employer Provided Life Insur	50.32
5248	Employer Provided Disblty Insr	349.60
5281	Employer Retirement Contributn	4,081.73
5285	Employers Retiree Health	872.89
5290	Employer 457 Match	1,331.46
5330	Employer's FICA Contribution	6,332.41
5347	Employer's Medicare Contributn	1,480.90
5363	Unemployment Insurance	81.90
5380	Workers Compensation Insurance	603.98
5397	Employee Meals	60.00
5404	Employee Dues & Subscriptions	460.00
5446	Supplies	16,504.07
5545	Fuel	7,301.73
6749	Professional Services	14,744.30

7013	Maintenance Contracts	1,647.15
7700	Licenses, Permits, & Fees	21.28
8531	Training	75.00
8647	Electric Utility	9,876.09
8663	Gas Utility	6,915.26
8795	Repairs and Maintenance	7,763.12
9356	Refunds Paid	1,323.75
9480	Uncapitalized Assets < \$5,000	24,376.19
9620	Vehicles	32,212.35
Revenue Total:		33,903.70
Expense Total:		249,408.64
Net:		-215,504.94

940034 Ft Gratiot Lighthouse

Object	Description	05/31/2022 YTD Actual
4689	Charges for Services - Fees	120.00
5099	Salaries&Wages-Regular	21,314.95
5116	Salaries&Wages-Temporary	1,358.50
5182	Employer Provided Health Insur	2,123.40
5231	Employer Provided Life Insur	16.34
5248	Employer Provided Disblty Insr	213.13
5281	Employer Retirement Contributn	2,273.77
5285	Employers Retiree Health	23.37
5290	Employer 457 Match	191.83
5330	Employer's FICA Contribution	1,394.22
5347	Employer's Medicare Contributn	326.08
5363	Unemployment Insurance	18.09
5380	Workers Compensation Insurance	87.97
5394	Employee Mileage Reimbursement	55.28
5446	Supplies	175.02
5545	Fuel	128.10
7013	Maintenance Contracts	978.98
7508	Internet Access	559.50
7541	Telephone	272.32
8647	Electric Utility	307.50
8663	Gas Utility	570.42
8680	Water/Sewer Utility	1,051.54
8795	Repairs and Maintenance	2,759.94
Revenue Total:		120.00
Expense Total:		36,200.25
Net:		-36,080.25

940035 Mobile Recreation

Object	Description	05/31/2022 YTD Actual
4836	Chrgs Fr Srvcs-Use&Admissn Fee	16,350.00
5099	Salaries&Wages-Regular	4,175.55
5105	Salaries&Wages - Parttime	4,526.10
5132	Salaries&Wages-Overtime	2.54
5182	Employer Provided Health Insur	989.63

5231	Employer Provided Life Insur	6.01
5248	Employer Provided Disblty Insr	41.73
5281	Employer Retirement Contributn	520.17
5285	Employers Retiree Health	115.61
5290	Employer 457 Match	155.04
5330	Employer's FICA Contribution	531.78
5347	Employer's Medicare Contributn	124.37
5363	Unemployment Insurance	6.82
5380	Workers Compensation Insurance	50.50
5410	Employee Health and Welfare	367.00
Revenue Total:		16,350.00
Expense Total:		11,612.85
Net:		4,737.15

940036 Blue Water River Walk

Object	Description	05/31/2022 YTD Actual
4689	Charges for Services - Fees	8,190.00
5099	Salaries&Wages-Regular	4,934.23
5182	Employer Provided Health Insur	640.03
5231	Employer Provided Life Insur	4.45
5248	Employer Provided Disblty Insr	49.36
5281	Employer Retirement Contributn	319.58
5290	Employer 457 Match	123.94
5330	Employer's FICA Contribution	305.83
5347	Employer's Medicare Contributn	71.54
5363	Unemployment Insurance	3.95
5380	Workers Compensation Insurance	22.74
6749	Professional Services	7,404.00
8647	Electric Utility	77.75
8795	Repairs and Maintenance	136.27
Revenue Total:		8,190.00
Expense Total:		14,093.67
Net:		-5,903.67

940038 Clay Township Park

Object	Description	05/31/2022 YTD Actual
Revenue Total:		0.00
Expense Total:		0.00
Net:		0.00

940040 North Channel Waterfront Park

Object	Description	05/31/2022 YTD Actual
4452	State Grants - Operating	1,417,011.97
5099	Salaries&Wages-Regular	1,955.25
5105	Salaries&Wages - Parttime	1,560.00
5182	Employer Provided Health Insur	385.50
5231	Employer Provided Life Insur	2.32
5248	Employer Provided Disblty Insr	19.57
5290	Employer 457 Match	104.28
5330	Employer's FICA Contribution	219.54

5347	Employer's Medicare Contributn	51.34
5363	Unemployment Insurance	2.82
5380	Workers Compensation Insurance	21.10
6749	Professional Services	20,022.24
7700	Licenses, Permits, & Fees	5.00
8300	Printing and Publishing	219.50
8647	Electric Utility	76.08
8680	Water/Sewer Utility	236.05
Revenue Total:		1,417,011.97
Expense Total:		24,880.59
Net:		1,392,131.38