

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland



West Michigan Airport Authority

Meeting Agenda

October 13, 2026 – 4:00 p.m.

60 Geurink Blvd. Holland, MI 49423

[Microsoft Team's Link](#)

Authority Members

City of Holland

Charles Murray
Devin Shea*
Nathan Bocks*

City of Zeeland

Heather Roden
Sally Gruppen*
Mark Eardley

Park Township

Ken Brandsen
Joan Zeerip*
Cynthia Martinez

Ex-officio

Whitney Ehresman
(Allegan)
Jacob Bonnema
(Ottawa)

*Denotes
Municipal Elected
Participant

1. Call to Order
2. Roll Call
3. Approval of Agenda (3 Minutes)
4. Public Comment
*Public comment is limited to **3 minutes** per speaker on an agenda item. The Public Comment period is established for public individuals to voice opinions to the Board. The Chair holds discretion on any interaction by the Board, otherwise Airport Authority Board Members or Airport Staff do not respond during this period.*
5. Approval of September 14th, 2026, Meeting Minutes (3 Minutes)
6. Consent Agenda
 - A. FBO Report
7. Unfinished Business
 - A. PAPI Project - Design Contract Execution: (5 Minutes)
 - B. North Taxilane Final Payment (10 Minutes)
 - C. Terminal Mural Project: (5 Minutes)
 - D. Circling Approach Update: (10 Minutes)
8. New Business
 - A. Financial Reports: (5 Minutes)
 - B. FY 2027 Budget Amendment: (20 Minutes)
 - C. Consider Purchase of City Plow Truck: (10 Minutes)
9. Communications from Airport Authority Manager
 - A. Avflight Winter Ops
 - B. FlyDrive Agreement
10. Updates from Board Members
11. Unfinished Business Continued:
 - A. Closed Session – Consider Purchase of Real Property: (30 Minutes)
12. Adjourn:

Next Meeting will be held November 9th, 2026, at 4:00 PM.

The West Michigan Airport Authority will provide the public with state-of-the-art global air access to strengthen the local economy and improve the area's quality of life.

West Michigan Airport Authority

September 14th, 2026

Draft Meeting Minutes

Call To Order: Chair Murray called the meeting to order at 4:00 p.m. local time.

Roll Call: The following members were present: Charles Murray, Devin Shea, Nathan Bocks, Heather Roden, Sally Gruppen, Mark Eardley, Ken Brandsen, Joan Zeerip, and Cynthia Martinez (arrived at 4:11 p.m.). Ex-Officio Members Whitney Ehresman (attended online until 4:28 p.m.) and Jacob Bonnema were also present.

Also present were Director Matt Neyens, Treasurer Lynn McCammon, and Student Board Member Nile.

Approval of Agenda: Member Shea made a motion, seconded by Member Bocks, to approve the agenda as presented, with the exception of removing the closed session requirement from Item 7A. No further discussion was held. The motion passed unanimously by voice vote. No members opposed or abstained.

Public Comment: Ben Fogg, a pilot at WMRA and owner of Tulip City Air Repair, addressed the Board and requested that the previously established Pilot Advisory Board be reinstated. Fogg stated that he is invested in the success of the Airport and believes a Pilot Advisory Board would provide pilots at WMRA with an additional means of communicating with the Board.

Approval of August 10th, 2026, Meeting Minutes: Member Shea made a motion, seconded by Member Gruppen, to approve the August 10, 2026 Meeting Minutes. The motion passed unanimously by voice vote. No members opposed or abstained.

Consent Agenda:

- A. FBO Report: Member Brandsen made a motion, seconded by Member Bocks, to approve the FBO Report. No discussion was held. The motion passed unanimously by voice vote. No members opposed or abstained.

Unfinished Business:

- A. Closed Session – Manager Review: Manager Neyens advised he was no longer requesting a closed session. Member Shea made a motion, seconded by Member Bocks, to conduct the Manager Review in open session. A roll call vote

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was taken: Shea, yes; Bocks, yes; Gruppen, yes; Eardley, yes; Brandsen, yes; Zeerip, yes; Murray, yes. The motion passed unanimously. Member Martinez was not present for the vote.

Member Bocks then made a motion, seconded by Member Shea, to approve the employment contract for Director Neyens as presented. A roll call vote was taken: Shea, yes; Bocks, yes; Gruppen, yes; Eardley, yes; Brandsen, yes; Zeerip, yes; Martinez, yes; Murray, yes. The motion passed unanimously. No members opposed or abstained.

- B. North Taxi-Lane Development Update: TKP exercised its option under Section 19 of the Ground Lease to terminate the agreement. Notice was received that TKP would not be moving forward with its proposed development. The change is expected to simplify the stormwater detention requirements associated with the Circling Approach development.

Member Bocks asked Logan Dykgraaf of Circling Approach about the timing of the project's due diligence period. Dykgraaf advised that extending the period beyond the October Board meeting would provide additional time given the impacts from TKP no longer moving forward.

Member Bocks made a motion, seconded by Member Brandsen, to extend the due diligence period through October 14, 2026. No further discussion was held. The motion passed unanimously by voice vote. No members opposed or abstained.

- C. Vector Solutions Update: Director Neyens provided an update on the implementation of the Airport's new landing fee collection program. An initial messaging issue was identified and has since been corrected. Boileau will assist with communicating the landing fee changes to the general aviation community, including that landing fees apply only to aircraft weighing 8,000 pounds or more.
- D. Aviation Day Report: Director Neyens reported that Aviation Day was successful and thanked Wings of Mercy, the Fogg group, and the other organizations involved in the event. Participation in the Runway 5K increased from the previous year. The C-47 completed four full flights during the event. The Young Eagles program flew 80 children and had additional participants on a waitlist.
- E. MDOT Local Grant Determination: Director Neyens provided an update on the MDOT Local Grant. The F-250 plow truck has been received, with \$55,000 of the

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grant funding allocated toward its purchase. The remaining grant funding is allocated toward rehabilitation of the runway markings.

The runway marking bid was approximately 19% higher than the original estimate. At this time, MDOT will not commit additional funding toward the increased cost. Following discussions with Mead & Hunt and PK Contracting, an option using Type I beads was presented that would allow the Airport to complete the work while remaining within the available grant funding.

Member Bocks made a motion, seconded by Member Shea, to approve PK Contracting to proceed with Option A using Type I beads for the runway marking project. A roll call vote was taken: Shea, yes; Bocks, yes; Gruppen, yes; Eardley, yes; Brandsen, yes; Zeerip, yes; Martinez, yes; Murray, yes. The motion passed unanimously. No members opposed or abstained.

New Business:

- A. Financial Reports: Treasurer McCammon reviewed the financial reports. The FY2026 audit is nearing completion, after which the Authority will have an opportunity to move funds to the Capital Budget. Member Bocks made a motion, seconded by Member Zeerip, to approve the financial reports as presented. No further discussion was held. The motion passed unanimously by voice vote. No members opposed or abstained.
- B. Public Area Snow Removal Bid: Director Neyens reviewed the public bid process for snow removal services for the terminal parking lot and related areas. Three completed bids were received from Hollandia, Countryside Snowplowing, and AvFlight. Hollandia submitted the most competitive bid. Member Bocks made a motion, seconded by Member Martinez, to award the Snow Removal Bid to Hollandia for the 2026–2027 snow season. A roll call vote was taken: Shea, yes; Bocks, yes; Gruppen, yes; Eardley, yes; Brandsen, yes; Zeerip, yes; Martinez, yes; Murray, yes. The motion passed unanimously. No members opposed or abstained.
- C. Airport Mural Competition: Director Neyens and Members Roden, Martinez, and Shea met with the Holland Area Arts Council to explore the development of a mural in the Airport terminal. The concept would incorporate Holland, Zeeland, and the greater West Michigan area.

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The Holland Area Arts Council expressed willingness to assist the Authority with the project, including issuing a call for artists, in exchange for a small fee. Grant opportunities through MACC and other potential funding sources will also be explored. The preliminary estimated cost of the project is approximately \$7,000 to \$15,000.

Communications from Airport Authority Manager:

- A. Hope College – Center For Leadership; Director Neyens discussed a potential project with the Hope College Center for Leadership. The program brings together college students and professionals to address a specific organizational challenge. Director Neyens discussed utilizing the program to assist with the initial development of Airport management documents using examples from other airports and direction provided by the Authority. The estimated cost is approximately \$10,000 and would need to be included in the budget. The project could begin early in 2027.

Vehicle Storage; Director Neyens reported that he is exploring options to provide adequate vehicle and equipment storage for the Airport and FBO going forward.

Updates from Board Members: Member Martinez discussed the possibility of holding a “Trunk or Treat” event at the Airport, similar to an event held at Ottawa Executive Airport. The concept would involve general aviation aircraft positioned near the terminal, with participating pilots distributing treats and interacting with children and families.

Adjourn: Member Bocks made a motion, seconded by Member Zeerip to adjourn the meeting. The meeting ended at 5:32 pm.

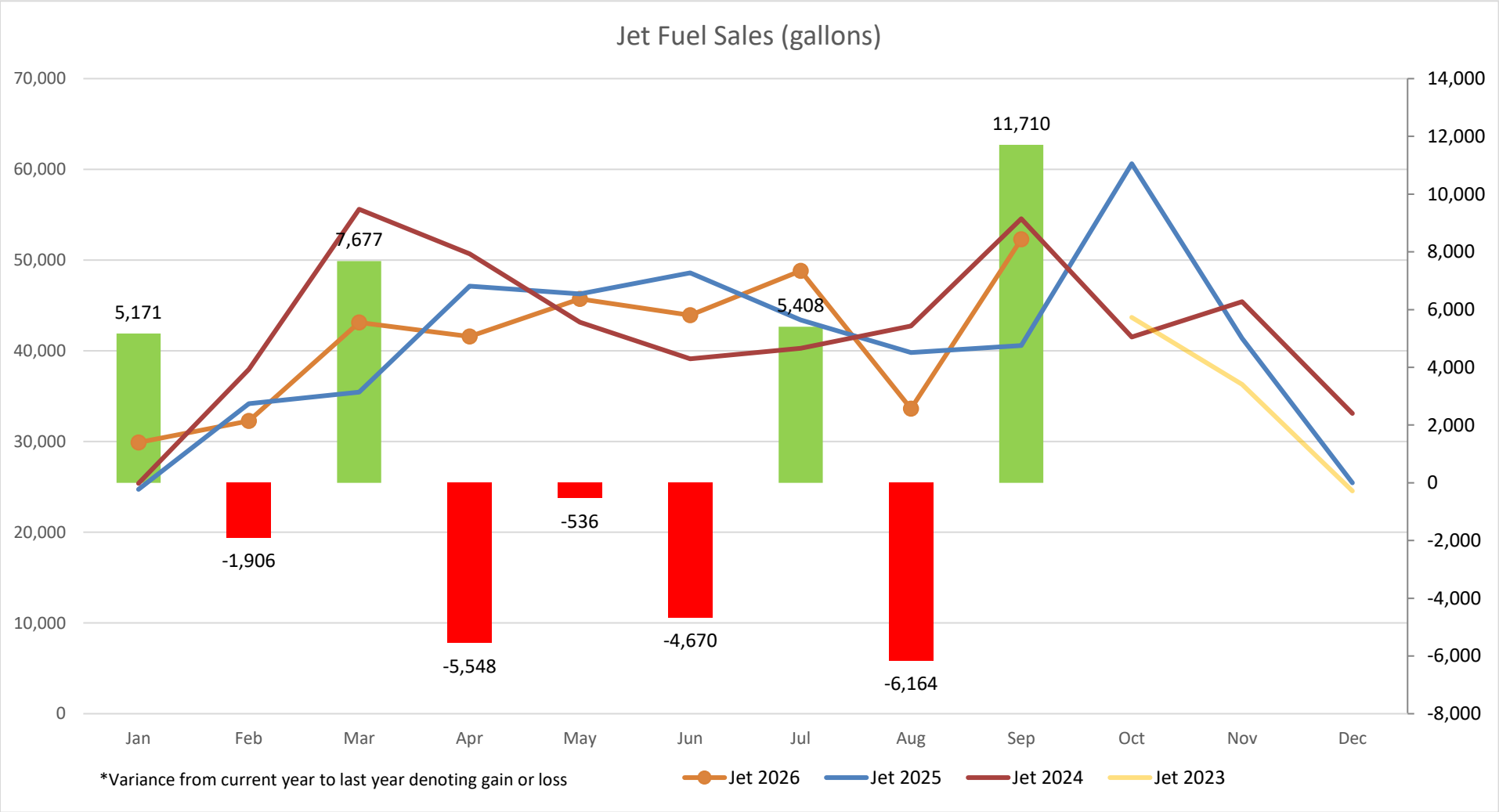
WMAA MONTHLY FBO REPORT

West Michigan Regional Airport FBO Report
Avflight Holland
September 2026

Total Fuel Gallons
Delivered

	Current Month 09/26	One Year Ago 09/25	Current Year To Date 01/01/26-09/30/26	F/Y to Date Compared 01/01/25-09/30/25	
Avgas	3,424	3,176	23,838	28,288	
Jet Fuel	52,303	40,593	371,266	360,124	
Total Gallons Delivered	55,727	43,769	395,104	388,412	6692

WMAA MONTHLY FBO REPORT



CONTRACT FOR PROFESSIONAL ENGINEERING SERVICE

This Contract is made and entered into this date of _____ by and between the Airport Owner, hereinafter referred to as SPONSOR,

West Michigan Airport Authority

60 Geurink Blvd

Holland, MI 49423

and the Engineer, hereinafter referred to as the CONSULTANT,

Mead & Hunt, Inc.

2605 Port Lansing Road

Lansing, MI 48906

for the following PROJECT:

Location: West Michigan Regional Airport

Holland, MI

Description: Reconstruct Runway 8-26 PAPIs Design

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

MDOT Job No.: _____

Mead & Hunt Project No.: 0819900-261425.01

WHEREAS, the SPONSOR desires to engage the CONSULTANT to perform professional engineering services for the described project;

WHEREAS, the SPONSOR has caused a review to be made of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereinafter in this Contract;

WHEREAS, the SPONSOR will compensate the CONSULTANT, in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1 – DESCRIPTION OF WORK TO BE DONE

The services to be furnished by the CONSULTANT to the SPONSOR, as set forth in Attachment E, Scope of Work/Services, together with obligations of the SPONSOR or the SPONSOR's Agent (Michigan Department of Transportation (MDOT), Aeronautics and Freight Services Bureau, Airports Division), hereinafter referred to as AERO, will contain certain information and data which will consist of the following described elements. Additional explanations are included in Attachment E.

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

A pre-design conference called by the SPONSOR will be held between the SPONSOR, the CONSULTANT, and any other participating or regulatory governmental agency. This pre-design conference will be held for the express purpose of having the CONSULTANT ascertain from responsible representatives of each group, the SPONSOR and all participating governmental agencies, their individual project requirements affecting the scope of work, budget, design standards, presentation of final plans, and documents. The requirements set forth in this pre-design conference will be confirmed in writing by the CONSULTANT to the SPONSOR, with copies to each participating unit of government.

Element 1.12 - Engineering Survey

The CONSULTANT will determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

Element 1.13 - Detailed Construction Plans and Specifications

Plans and specifications will be certified by the CONSULTANT for compliance with current Federal Aviation Administration (FAA) and AERO requirements in effect at the time the plans and specifications are prepared. The CONSULTANT will prepare and furnish to the SPONSOR and AERO, in paper format, one copy of the final detailed construction plans and specifications for the work described above, presented on drawings (22" x 34") and other necessary documentation (8-1/2" x 11"). This will include but is not limited to; grading, drainage, paving, lighting, turf establishment, structures, construction safety phasing, etc. The documents will set forth, in detail, requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications will comply with the requirements established in the pre-design conference, if applicable, together with the common practice of

design and ethical practices of professional engineers. The CONSULTANT will also furnish one set of review plans if requested.

All projects bid through the MDOT letting will also include two electronic files in portable document format (pdf) along with a signed and sealed paper title sheet. The electronic files will be set up to print clearly in scalable 11" x 17" and 22" x 34" plan sheets.

Element 1.14 - Estimate of Probable Construction Cost

The CONSULTANT will prepare and submit to both the SPONSOR and AERO one copy of a detailed estimate of construction costs based upon the detailed plans and specifications prepared under Element 1.13. This statement of probable construction cost prepared by the CONSULTANT represents the CONSULTANT's best judgment as a design professional at the time the estimate is finalized. This estimate will include the estimated amount for CONSULTANT services during construction. It is recognized, however, that neither the CONSULTANT nor the SPONSOR has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the CONSULTANT cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the CONSULTANT.

Element 1.15 - Engineering Report

The CONSULTANT will prepare and furnish to both the SPONSOR and AERO one copy of an engineering report which relates to the SPONSOR and participating governmental agencies the fundamental considerations and concepts used in design of the project. This report will include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards will be included in the engineering report.

Element 1.16 - Users Conference (if required)

The CONSULTANT will prepare for the SPONSOR an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the SPONSOR and the CONSULTANT in a meeting with airport users. The CONSULTANT will furnish one copy of the estimated time schedule to the SPONSOR for printing and disbursement to the users by the SPONSOR. However, it is recognized that neither the CONSULTANT nor the SPONSOR has absolute control over the estimated time schedule presented to any person, group, or organization.

Element 1.17 - Obligations of SPONSOR or AERO to CONSULTANT

When requested by the CONSULTANT, one copy of all existing data applicable to this project and in the possession of the SPONSOR or AERO or any other agency of government will be furnished at no cost to the CONSULTANT. Existing data will include but not be restricted to the following:

- 1) As-constructed plans.
- 2) Pavement design data/pavement condition index.
- 3) Soil borings, analysis, and classification.

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- 4) Drainage design data.
- 5) Topographic notes and maps.
- 6) Approach data and zoning maps.
- 7) Property maps, including fee ownership and easements, and land descriptions.
- 8) All local, state, federal ordinances, regulations, or laws affecting the project.
- 9) Aerial photography, prints, topographic maps, etc.

The SPONSOR or AERO will furnish for projects bid by MDOT, at no cost to the CONSULTANT, standard contract documents for bidders, including but not restricted to the following:

- 1) Notice to contractors (including advertising charges).
- 2) Instructions to bidders.
- 3) All federal, state, or local wage rates as applicable to this project.
- 4) General provisions of the contract.
- 5) Supplemental provisions of the contract.
- 6) Special provisions of the contract (except as may be supplemented by the CONSULTANT).
- 7) Standard construction specifications (except as may be supplemented by the CONSULTANT).
- 8) Standard supplemental specifications (except as may be supplemented by the CONSULTANT).
- 9) Standard testing requirements (except as provided by the CONSULTANT).
- 10) Proposal.
- 11) Construction contract.
- 12) Form of performance and lien bond.
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The SPONSOR or AERO, at no cost to the CONSULTANT, will furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information, and documents furnished by the SPONSOR or AERO will be furnished at the SPONSOR's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings will be attended by the CONSULTANT and the SPONSOR at the location indicated for the purpose of coordination, information, and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the SPONSOR and to be held at the project site.
- 2) Progress meetings to be determined by the SPONSOR will be held at the office of the SPONSOR and attended by the CONSULTANT to apprise the SPONSOR of progress, to resolve any problems, to answer questions, and for general coordination.

- 3) Upon completion by the CONSULTANT of final plans, specifications, cost estimates, and engineering report, the CONSULTANT will submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the SPONSOR and participating governmental agencies, a meeting called by the SPONSOR may be held to review final plans with the SPONSOR and participating governmental agencies at the project site.
- 4) Upon determination of the estimated construction time schedule, a users conference as provided under Element 1.16 is to be called by the SPONSOR, to be held at a location designated by the SPONSOR.
- 5) Upon advertising the project for bids, the CONSULTANT and the SPONSOR or AERO will hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Any addendum information necessary will be submitted in a timely manner to the bidding agency by the CONSULTANT. In addition, any bids over the engineers' construction estimate by ten (10) percent or more will be sufficiently justified before proceeding with award or recommended rejected by the CONSULTANT.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

The CONSULTANT will provide sufficient personnel and services necessary to comply with AERO Project Engineers Manual, the latest revision at the time this Contract is awarded.

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the SPONSOR or AERO will be held between the SPONSOR, the FAA (if applicable), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the CONSULTANT. This pre-construction conference will be held for the Contractor and CONSULTANT to receive instructions from the SPONSOR and participating/regulatory governmental units, to develop construction schedules, and to coordinate construction.

Element 1.22 - General Information and Coordination

The CONSULTANT will provide information and coordination to the SPONSOR and Contractor as to the understanding of the plans and specifications. The CONSULTANT will not guarantee the performance of the Contractor but will report to the SPONSOR any work and materials which, in the opinion of the CONSULTANT, do not meet the requirements of the plans and specifications. The CONSULTANT will not be responsible for any acts of the Contractor whatsoever but will only pay the contractor for work performed that meets the requirements of the plans and specifications.

Element 1.23 - Engineering Survey and Layout as May be Applicable

The CONSULTANT will take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The CONSULTANT will stake out the work for line and grade. The stake out will consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more

than twenty-five (25) feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty (50) feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All benchmarks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including benchmarks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

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

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

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

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

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

Element 1.27 - Weekly Reports

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

Element 1.28 - Final Inspection

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

Element 1.29 - Final Quantities - As-Constructed Plans

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

Element 1.30 - Equipment

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

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

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

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION

DESIGN PHASE (1)

Element 2.11 - Time of Beginning

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

Element 2.12 - Time for Completion

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

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning

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

Element 2.22 - Time for Completion

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

ARTICLE 3 – PAYMENT

Element 3.1 - Fee

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

Phase 1 Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of Eighty-Two Thousand Seven Hundred Fifty-Six and 47/100 Dollars (\$82,756.47). A breakdown of the cost is included as Attachment C.

The SPONSOR will compensate the CONSULTANT for requested printed materials in excess of those identified, in accordance with the following:

Black Print Plan sheets (22" x 34")	_____/sheet
Black Print on White Paper (11" x 17")	_____/sheet
Black Print on White Paper (8.5" x 11")	_____/sheet

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee of (to be negotiated as an Amendment to this Contract, upon completion of design and advertising for bids).

The fee described above will be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions. Phase (2) Construction may not be needed if it is determined by the SPONSOR to terminate this Contract at the completion of Phase (1) Design.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

Progress payments for completed work will be based on the following schedule of payments:

All charges for service will be due and payable upon receipt of invoice by SPONSOR. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each

payment the CONSULTANT receives from the State of Michigan or SPONSOR. The CONSULTANT agrees further to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the SPONSOR or AERO. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

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

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

Element 4.1 - Miscellaneous Provisions

The CONSULTANT will follow, insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, AERO and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT will be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency and required to be incorporated in the final plans and documents will not be the responsibility of the CONSULTANT. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the SPONSOR in the performance of this contract will be the responsibility of the SPONSOR, and not the responsibility of the CONSULTANT, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR, provided that nothing herein will be construed as a waiver of any governmental immunity that has been provided to the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR by statute or court decision.

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract plans, maps and specifications prepared or obtained by the CONSULTANT as provided under the terms of this Contract will be submitted in final form. The final form of the originals will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed, and the SPONSOR will assume full responsibility for the reuse of these documents.

The original signed and sealed title sheet for projects bid through MDOT will be retained in AERO files. The CONSULTANT will be provided a scanned .tif electronic file for use in completing the as-constructed plan sheets.

Element 4.3 - Changes in Work

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work described in this Contract, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the revised or additional work will be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT.

Element 4.4 - Delays and Extensions

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

Element 4.5 - Insurance and Liability

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

Element 4.6 - General Compliance with Laws

Unless otherwise specified, this Contract will be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all federal, state and local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The SPONSOR and the CONSULTANT each binds themselves, their partners, successors, assignees and legal representatives to the other party to this Contract and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Contract. Neither the SPONSOR nor the CONSULTANT will assign, sublet, or transfer their interest in this Contract without the written consent of the other.

Element 4.8 - CONSULTANT's Endorsement

The CONSULTANT will seal and sign all final plans and specifications furnished to the SPONSOR.

Element 4.9 - Disputes

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

Element 4.10 - Responsibility for Claims and Liability

The CONSULTANT will save harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

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

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

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

Element 4.12 - Prohibition of Discrimination in State Contracts

The CONSULTANT hereby agrees to comply with the requirements of Appendix A, attached hereto and made a part hereof.

Element 4.13 – Additional Provisions

Additional provisions of this Contract are included as Attachment B.

Element 4.14 – Non-Construction Requirements

The CONSULTANT hereby agrees to comply with the requirements of the Non-construction requirements of Attachment F, attached hereto and made a part hereof.

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

ACCEPTED BY THE SPONSOR

Witness:

SPONSOR

Street Address

City, State & Zip Code

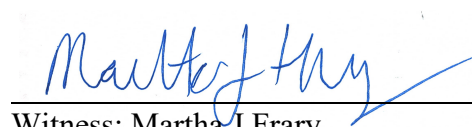
BY: _____

Authorized Representative of SPONSOR

NAME: _____

DATE: _____

.....
ACCEPTED BY THE CONSULTANT



Witness: Martha J Frary

Mead & Hunt, Inc.

CONSULTANT

2605 Port Lansing Road

Street Address

Lansing, MI 48906

City, State & Zip Code

BY: _____



Authorized Representative

NAME: Robert Leisenring

DATE: April 28, 2026

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

SCHEDULE OF ATTACHMENTS

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

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the contractor hereby agrees not to discriminate against an employee or applicant for employment 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 shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontractors 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 in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, 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. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit

Agenda

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

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**The Civil Rights Commission referred to as the Michigan Civil Rights Commission*

ATTACHMENT B

Additional Provisions

Additional Insurance Requirements

ATTACHMENT B

INSURANCE AND LIABILITY ADDITIONAL PROVISIONS

- a.) The CONSULTANT shall, throughout the period of this Agreement, provide commercial general liability insurance covering all operations of the CONSULTANT, its agents and employees, including but not limited to, premises and automobiles, with minimum liability limits as set forth below; or, in the alternative, require that any subCONSULTANT comply fully with the provisions of this paragraph. The CONSULTANT shall also procure and maintain, throughout the period of this Agreement, Workers' compensation insurance coverage for all of its employees involved in the performance of this Contract and employers' liability insurance. Certificates evidencing workers' compensation and employers' liability insurance shall be provided to the SPONSOR. The SPONSOR and its directors, officers, agents and employees shall be named as additional insureds of all applicable insurance policies. All insurance policies and certificates must include an endorsement providing thirty (30) days prior written notice to the SPONSOR, AERO, FAA, or other governmental agencies of cancellation of coverage, except ten (10) days for non-payment of premium. The CONSULTANT shall cease operations on the occurrence of any such cancellation or reduction in coverage, and it shall not resume operations until new insurance is in full force and effect. The CONSULTANT and any of its subCONSULTANTS shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the SPONSOR, its directors, officers, agents, and employees.

The limits of liability for the insurance required by this Contract shall be for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation State Statutory

Employer's Liability: \$100,000.00 each Accident/Occurrence

Comprehensive General Liability

Bodily Injury or Death (including completed operations and products liability):

\$500,000.00 Each Person

\$1,000,000.00 Each Occurrence Property Damage:

\$500,000.00 Each Occurrence

\$1,000,000.00 Annual Aggregate

Comprehensive Automobile Liability:

This insurance coverage shall not be required unless the CONSULTANT is required to use a motor vehicle in the performance of the Work.

Bodily Injury and Death:

\$500,000.00 Each Person

\$1,000,000.00 Each Accident/Occurrence

Property Damage:

\$500,000.00 Each Accident/Occurrence

\$1,000,000.00 Aggregate

Policies shall be written on a comprehensive form to include hired and non-owned vehicles.

Comprehensive Professional Liability:

CONSULTANT shall maintain from the date of this Agreement through the term of this Agreement, and for a period of three (3) years after, a standard form of errors and omissions insurance with an insurance company reasonably satisfactory to the SPONSOR. The errors and omissions insurance shall provide a "per claim occurrence of not less than One Million Dollars (\$1,000,000) and an aggregate of not less than One Million Dollars (\$1,000,000). In the event the CONSULTANT shall change the insurer of its professional liability insurance within the term of this contract or for a period of three (3) years thereafter, the CONSULTANT shall maintain a retroactive endorsement date for such insurance which shall include the term of the contract with the SPONSOR.

Responsibility for Claims and Liabilities

- b.) The SPONSOR, AERO, FAA, or other governmental agencies and the CONSULTANT acknowledge that the CONSULTANT is an independent CONSULTANT in all of the CONSULTANT's activities and that in the course of such activities, at no time do the CONSULTANT, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the CONSULTANT become the agents of the SPONSOR for any purpose, and at no time shall the SPONSOR, AERO, FAA, or other governmental agencies become liable in any manner whatsoever for any of the actions or activities of the CONSULTANT, its officers, directors (trustees), members, employees, or other persons acting on behalf of the CONSULTANT. In the event any person shall undertake to hold the SPONSOR, AERO, FAA, or other governmental agencies liable for any conduct or activities of the CONSULTANT, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the CONSULTANT, the CONSULTANT expressly agrees to hold the SPONSOR, AERO, FAA, or other governmental agencies harmless of and from any such liability. The CONSULTANT also agrees to save, indemnify, and hold harmless the SPONSOR, its agents, officers, and employees from any claim, action, or liability to the extent caused by negligent acts, errors, or omissions under the terms, conditions, and agreements of this Contract resulting in losses or injuries to persons (including death) or property. In addition thereto, the CONSULTANT agrees to purchase liability insurance, in any amounts that the SPONSOR, AERO, FAA, or other governmental agencies may reasonably require, to insure, the faithful performance of the CONSULTANT's promise herein contained to hold the SPONSOR, AERO, FAA, or other governmental agencies harmless from any liability of any kind or nature that may arise in any manner, directly or indirectly, from the negligent acts, errors, or omissions of the CONSULTANT, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the CONSULTANT, during the terms of this Contract. This covenant of indemnification shall include reasonable attorney's fees and costs incurred by the SPONSOR, AERO, FAA, or other governmental agencies in defense of such claim, action or liability. Nothing contained in this paragraph shall require the CONSULTANT to defend the SPONSOR from claims, or to assume any liability to the SPONSOR or any other party for any amount greater than the degree of fault of the CONSULTANT or its respective sub-consultants, pursuant to MCL 691.991 and except as required in Element 4.1.

ATTACHMENT C

Cost Breakdown

Design Engineering Fee

AIRPORT: West Michigan Regional Airport
 LOCATION: Holland, MI
 PROJECT DESCRIPTION: Reconstruct Runway 8-26 PAPIs
 CALENDAR DAYS IN CONTRACT: 240

PROJECT NUMBER: 0819900-261425.01
 DATE: 4/28/2026
 REV. NO: N/A

MEAD & HUNT PROJECT COST BY PHASE	DIRECT LABOR	OVERHEAD 1.882	FIXED FEE 11%	TOTAL LABOR FEE	TOTAL HOURS	EXPENSES	TOTAL
PHASE I CONTRACT ADMINISTRATION							
1.0 Project Scoping	\$284.00	\$534.49	\$90.03	\$908.52	4		
2.0 Prepare Contract and Sub-Contracts	\$102.00	\$191.96	\$32.34	\$326.30	2		
3.0 Project Coordination	\$142.00	\$267.24	\$45.02	\$454.26	2		
4.0 DBE Plan or Update	\$0.00	\$0.00	\$0.00	\$0.00	0		
5.0 Grant Application and Administration	\$0.00	\$0.00	\$0.00	\$0.00	0		
6.0 Project Closeout	\$0.00	\$0.00	\$0.00	\$0.00	0		
TOTAL PHASE I CONTRACT ADMINISTRATION	\$528.00	\$993.69	\$167.39	\$1,689.08	8	\$0.00	\$1,689.08
PHASE II PRELIMINARY DESIGN							
7.0 Topographic Surveying	\$1,284.00	\$2,416.49	\$407.05	\$4,107.54	24		
8.0 Obstruction Identification	\$1,633.00	\$3,073.31	\$517.69	\$5,224.00	23		
9.0 Prepare Project Geometries	\$0.00	\$0.00	\$0.00	\$0.00	0		
10.0 Prepare FAA Pavement Design Report and FAA Form	\$0.00	\$0.00	\$0.00	\$0.00	0		
11.0 Prepare Preliminary Surface & Drainage Analysis	\$0.00	\$0.00	\$0.00	\$0.00	0		
12.0 Prepare Preliminary Cost Estimate	\$181.00	\$340.64	\$57.38	\$579.02	3		
13.0 Prepare Preliminary Design Report	\$212.00	\$398.98	\$67.21	\$678.19	4		
14.0 Prepare FAA Form 7460	\$142.00	\$267.24	\$45.02	\$454.26	2		
15.0 Prepare ALP Update	\$0.00	\$0.00	\$0.00	\$0.00	0		
16.0 Prepare Environmental Documentation	\$0.00	\$0.00	\$0.00	\$0.00	0		
17.0 Project Coordination	\$142.00	\$267.24	\$45.02	\$454.26	2		
18.0 Project Meetings	\$197.00	\$370.75	\$62.45	\$630.20	3		
TOTAL PHASE II PRELIMINARY DESIGN	\$3,791.00	\$7,134.65	\$1,201.82	\$12,127.47	61	\$131.65	\$12,259.12
PHASE III FINAL DESIGN							
19.0 Prepare Preliminary Plans	\$4,637.50	\$8,727.78	\$1,470.18	\$14,835.46	83		
20.0 Prepare Preliminary Specifications	\$504.00	\$948.53	\$159.78	\$1,612.31	8		
21.0 Prepare Final Surface Drainage Analysis and Final S	\$0.00	\$0.00	\$0.00	\$0.00	0		
22.0 Prepare Lighting Layout and Circuit Calculations	\$200.00	\$376.40	\$63.40	\$639.80	4		
23.0 Update Airport Guidance Sign Plan	\$0.00	\$0.00	\$0.00	\$0.00	0		
24.0 Erosion Control Plan	\$110.00	\$207.02	\$34.87	\$351.89	2		
25.0 Compile and Edit Permits	\$71.00	\$133.62	\$22.51	\$227.13	1		
26.0 Prepare Certification of Engineering and Modification	\$31.00	\$58.34	\$9.83	\$99.17	1		
27.0 Prepare Cost Estimate at 60% Complete	\$181.00	\$340.64	\$57.38	\$579.02	3		
28.0 Conduct Plan Review at 60% Complete	\$197.00	\$370.75	\$62.45	\$630.20	3		
29.0 Update Plans to 90%	\$2,188.50	\$4,118.76	\$693.80	\$7,001.06	38		
30.0 Update Specifications to 90%	\$252.00	\$474.26	\$79.89	\$806.15	4		
31.0 Conduct Plan Review at 90% Complete	\$197.00	\$370.75	\$62.45	\$630.20	3		
32.0 Prepare and Submit Final Plans and Specifications	\$362.00	\$681.28	\$114.76	\$1,158.04	6		
33.0 Prepare and Submit Final Cost Estimate	\$181.00	\$340.64	\$57.38	\$579.02	3		
34.0 Prepare and Submit Final Engineers Design Report	\$157.00	\$295.47	\$49.77	\$502.24	3		
35.0 Prepare and Submit Construction Management Rep	\$0.00	\$0.00	\$0.00	\$0.00	0		
36.0 Prepare Advertisement for Bids	\$31.00	\$58.34	\$9.83	\$99.17	1		
37.0 Project Coordination	\$213.00	\$400.87	\$67.53	\$681.40	3		
38.0 Project Meetings	\$197.00	\$370.75	\$62.45	\$630.20	3		
TOTAL PHASE III FINAL DESIGN	\$9,710.00	\$18,274.20	\$3,078.26	\$31,062.46	168	\$0.00	\$31,062.46
PHASE IV BID ADMINISTRATION							
39.0 Furnish Bid Documents	\$181.00	\$340.64	\$57.38	\$579.02	3		
40.0 Respond to Bidders Questions	\$142.00	\$267.24	\$45.02	\$454.26	2		
41.0 Prepare and Distribute Addendums	\$142.00	\$267.24	\$45.02	\$454.26	2		
42.0 Pre-Bid Conference	\$197.00	\$370.75	\$62.45	\$630.20	3		
43.0 Bid Opening	\$102.00	\$191.96	\$32.34	\$326.30	2		
44.0 Bid Review and Bid Tabulation	\$133.00	\$250.31	\$42.16	\$425.47	3		
45.0 Prepare Recommendation for Award	\$102.00	\$191.96	\$32.34	\$326.30	2		
TOTAL PHASE IV BID ADMINISTRATION	\$999.00	\$1,880.10	\$316.71	\$3,195.81	17	\$0.00	\$3,195.81
TOTAL MEAD & HUNT FEES/HOURS	\$15,028.00	\$28,282.64	\$4,764.18	\$48,074.82	254	\$131.65	\$48,206.47

DIRECT SUB CONSULTANTS	Fee
8.0 Obstruction Identification	\$34,550.00
Survey	\$0.00
Other	\$0.00
Other	\$0.00
Other	\$0.00
Other	\$0.00
TOTAL DIRECT SUB CONSULTANTS	\$34,550.00

TOTAL DESIGN ENGINEERING FEE	\$82,756.47
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Item No.	Sr Project Engineer	Project Engineer	Senior Engineer	Engineer 3	Engineer Tech 4	Engineer Tech 2	Engineer Tech 1	Project Asst 2	Project Planner	Total Hours		Cost Summary
PHASE I - CONTRACT ADMINISTRATION												
1.0	Project Scoping											
1.1	Preliminary meetings with the Sponsor	0	2	0	0	0	0	0	0	2		\$142.00
1.2	Prepare project scope of work and proposal	0	2	0	0	0	0	0	0	2		\$142.00
	Estimated Total Man-hours	0	4	0	0	0	0	0	0	4		
	Summary Costs	\$0.00	\$284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$284.00
2.0	Prepare Contract and Sub-Contracts											
	Estimated Total Man-hours	0	1	0	0	0	0	1	0	2		\$102.00
	Summary Costs	\$0.00	\$71.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.00	\$0.00			\$102.00
3.0	Project Coordination											
	Estimated Total Man-hours	0	2	0	0	0	0	0	0	2		\$142.00
	Summary Costs	\$0.00	\$142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$142.00
4.0	DBE Plan or Update											
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0		\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
5.0	Grant Application and Administration											
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0		\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
6.0	Project Closeout											
	Estimated Total Man-hours	0	0	0	0	0	0	0	0	0		\$0.00
	Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
Expenses											Rate	
	Auto Rental	0	0	0	0	0	0	0	0	0 Days	\$90.00	\$0.00
	Mileage	0	0	0	0	0	0	0	0	0 Miles	\$0.725	\$0.00
	Lodging	0	0	0	0	0	0	0	0	0 Days	\$140.00	\$0.00
	Meals/Day	0	0	0	0	0	0	0	0	0 Days	\$60.00	\$0.00
	Meals/Trip	0	0	0	0	0	0	0	0	0 Trips	\$20.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
											Total Expenses	\$0.00
PHASE I - CONTRACT ADMINISTRATION TOTAL												\$528.00

Item No.	Sr Project Engineer	Project Engineer	Senior Engineer	Engineer 3	Engineer Tech 4	Engineer Tech 2	Engineer Tech 1	Project Asst 2	Project Planner	Total Hours		Cost Summary
PHASE II - PRELIMINARY DESIGN												
7.0 Topographic Surveying												
7.1 Coordination (collect existing data, locate utilities)	0	2	0	0	2	0	0	0	0	4		\$242.00
7.2 Survey control	0	0	0	0	2	0	0	0	0	2		\$100.00
7.3 Field work	0	0	0	0	8	0	0	0	0	8		\$400.00
7.4 Convert survey data for design software	0	2	0	0	8	0	0	0	0	10		\$542.00
Estimated Total Man-hours	0	4	0	0	20	0	0	0	0	24		
Summary Costs	\$0.00	\$284.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00			\$1,284.00
8.0 Obstruction Identification												
8.1 Coordination to schedule obstruction identification	0	2	0	0	0	0	0	0	2	4		\$284.00
8.2 Establish project approach requirements	0	2	0	0	0	0	0	0	8	10		\$710.00
8.3 Field work	0	1	0	0	0	0	0	0	0	1		\$71.00
8.4 Analyze data	0	4	0	0	0	0	0	0	4	8		\$568.00
Estimated Total Man-hours	0	9	0	0	0	0	0	0	14	23		
Summary Costs	\$0.00	\$639.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$994.00			\$1,633.00
9.0 Prepare Project Geometrics												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
10.0 Prepare FAA Pavement Design Report and FAA Form 5100												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
11.0 Prepare Preliminary Surface & Drainage Analysis												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
12.0 Prepare Preliminary Cost Estimate												
12.1 Calculate estimated preliminary quantities	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
12.2 Prepare preliminary cost estimates	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Estimated Total Man-hours	0	1	0	2	0	0	0	0	0	3		
Summary Costs	\$0.00	\$71.00	\$0.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$181.00
13.0 Prepare Preliminary Design Report												
Estimated Total Man-hours	0	1	0	2	0	0	0	1	0	4		\$212.00
Summary Costs	\$0.00	\$71.00	\$0.00	\$110.00	\$0.00	\$0.00	\$0.00	\$31.00	\$0.00			\$212.00
14.0 Prepare FAA Form 7460												
Estimated Total Man-hours	0	2	0	0	0	0	0	0	0	2		\$142.00
Summary Costs	\$0.00	\$142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$142.00
15.0 Prepare ALP Update												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
16.0 Prepare Environmental Documentation												
16.1 — Site visit and coordination	0	0	0	0	0	0	0	0	0	0		\$0.00
16.2 — Environmental documentation	0	0	0	0	0	0	0	0	0	0		\$0.00
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
17.0 Project Coordination												
Estimated Total Man-hours	0	2	0	0	0	0	0	0	0	2		\$142.00
Summary Costs	\$0.00	\$142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$142.00
18.0 Project Meetings												
18.1 Present preliminary design, alternatives and recommendations to airport	0	2	0	1	0	0	0	0	0	3		\$197.00
18.2 — Coordination meetings	0	0	0	0	0	0	0	0	0	0		\$0.00
Estimated Total Man-hours	0	2	0	1	0	0	0	0	0	3		
Summary Costs	\$0.00	\$142.00	\$0.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$197.00
Expenses											Rate	
Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	\$90.00	\$0.00
Mileage	0	0	0	154	0	0	0	0	0	154 Miles	\$0.725	\$111.65
Lodging	0	0	0	0	0	0	0	0	0	0 Days	\$140.00	\$0.00
Meals/Day	0	0	0	0	0	0	0	0	0	0 Days	\$60.00	\$0.00
Meals/Trip	0	0	0	1	0	0	0	0	0	1 Trips	\$20.00	\$20.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00

Item No.	Sr Project Engineer \$86.00	Project Engineer \$71.00	Senior Engineer \$68.00	Engineer 3 \$55.00	Engineer Tech 4 \$50.00	Engineer Tech 2 \$40.00	Engineer Tech 1 \$31.00	Project Asst 2 \$31.00	Project Planner \$71.00	Total Hours		Cost Summary
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Other	0	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Expenses												\$131.65
PHASE II - PRELIMINARY DESIGN TOTAL												\$3,922.65

Item No.	Sr Project Engineer \$86.00	Project Engineer \$71.00	Senior Engineer \$68.00	Engineer 3 \$55.00	Engineer Tech 4 \$50.00	Engineer Tech 2 \$40.00	Engineer Tech 1 \$31.00	Project Asst 2 \$31.00	Project Planner \$71.00	Total Hours		Cost Summary
PHASE III - FINAL DESIGN												
19.0 Prepare Preliminary Plans												
General												
Cover Sheet, Sheet Index & Symbols	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Legend & Abbreviations	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
General Notes	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Project Layout Plan	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Survey Control Plan	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Project Quantity Tables	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Construction & Phasing Plan	0	1	0	4	0	0	0	0	0	5		\$291.00
Geotechnical												
Plan & Log of Soil Borings	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - General												
Civil Legend	0	0.5	0	2	0	0	0	0	0	2.5		\$145.50
Erosion Control Plans	0	0.5	0	2	0	0	0	0	0	2.5		\$145.50
Erosion Control Details	0	0.5	0	2	0	0	0	0	0	2.5		\$145.50
Storm Water Management Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Demolition Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Demolition Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Geometrics	0	0	0	0	0	0	0	0	0	0		\$0.00
Existing Contours	0	0.5	0	2	0	0	0	0	0	2.5		\$145.50
Civil - Site												
Grading & Drainage Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Intersection Details	0	0	0	0	0	0	0	0	0	0		\$0.00
PAPI Plan & Profiles	0	0.5	0	4	0	0	0	0	0	4.5		\$255.50
Typical Sections	0	0	0	0	0	0	0	0	0	0		\$0.00
Paving Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Joining Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Joining Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Pavement Grooving Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Utility												
Plan & Profiles	0	0	0	0	0	0	0	0	0	0		\$0.00
Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Sewer												
Plan & Profiles	0	0	0	0	0	0	0	0	0	0		\$0.00
Sewer Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Water												
Water Distribution Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Water Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Storm Sewer												
Plan & Profiles	0	0	0	0	0	0	0	0	0	0		\$0.00
Drainage Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Inlet Layout Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Gas												
Gas Distribution Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Gas Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Fencing												
Fencing Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Fencing Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Gate Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - Marking												
Marking Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Marking Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Signing Plans	0	0	0	0	0	0	0	0	0	0		\$0.00
Signing Details	0	0	0	0	0	0	0	0	0	0		\$0.00
Civil - X-Sections												
Cross Sections	0	0	0	0	0	0	0	0	0	0		\$0.00
Electrical												
Electrical Removals Plan	0	1	0	4	0	0	0	0	0	5		\$291.00
Electrical Layout Plan	0	1	0	8	8	0	0	0	0	17		\$911.00
Existing Signage Plan	0	0	0	0	0	0	0	0	0	0		\$0.00

Item No.	Sr Project Engineer \$86.00	Project Engineer \$71.00	Senior Engineer \$68.00	Engineer 3 \$55.00	Engineer Tech 4 \$50.00	Engineer Tech 2 \$40.00	Engineer Tech 1 \$31.00	Project Asst 2 \$31.00	Project Planner \$71.00	Total Hours		Cost Summary
Proposed Signage Plan	0	0	0	0	0	0	0	0	0	0		\$0.00
Sign Legend	0	0	0	0	0	0	0	0	0	0		\$0.00
Electrical Vault Layout	0	1	0	8	8	0	0	0	0	17		\$911.00
Wiring Diagrams	0	1	0	0	4	0	0	0	0	5		\$271.00
Electrical Details	0	1	0	4	0	0	0	0	0	5		\$291.00
NAVAIDS Details	0	1	0	4	0	0	0	0	0	5		\$291.00
Estimated Total Man-hours	0	12.5	0	50	20	0	0	0	0	82.5		
Summary Costs	\$0.00	\$887.50	\$0.00	\$2,750.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00			\$4,637.50
20.0 Prepare Preliminary Specifications												
20.1 Prepare preliminary technical specifications	0	1	0	4	0	0	0	0	0	5		\$291.00
20.2 Prepare preliminary contract documents	0	2	0	0	0	0	0	0	0	2		\$142.00
20.3 Prepare preliminary special provisions	0	1	0	0	0	0	0	0	0	1		\$71.00
Estimated Total Man-hours	0	4	0	4	0	0	0	0	0	8		
Summary Costs	\$0.00	\$284.00	\$0.00	\$220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$504.00
24.0 Prepare Final Surface Drainage Analysis and Final Storm Sewer Design												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
22.0 Prepare Lighting Layout and Circuit Calculations												
Estimated Total Man-hours	0	0	0	0	4	0	0	0	0	4		\$200.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00			\$200.00
23.0 Update Airport Guidance Sign Plan												
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0		\$0.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
24.0 Erosion Control Plan												
Estimated Total Man-hours	0	0	0	2	0	0	0	0	0	2		\$110.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$110.00
25.0 Compile and Edit Permits												
Estimated Total Man-hours	0	1	0	0	0	0	0	0	0	1		\$71.00
Summary Costs	\$0.00	\$71.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$71.00
26.0 Prepare Certification of Engineering and Modification of Standards												
Estimated Total Man-hours	0	0	0	0	0	0	0	1	0	1		\$31.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.00	\$0.00			\$31.00
27.0 Prepare Cost Estimate at 60% Complete												
27.1 Calculate estimated quantities	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
27.2 Prepare cost estimate	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Estimated Total Man-hours	0	1	0	2	0	0	0	0	0	3		
Summary Costs	\$0.00	\$71.00	\$0.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$181.00
28.0 Conduct Plan Review at 60% Complete												
Estimated Total Man-hours	0	2	0	1	0	0	0	0	0	3		\$197.00
Summary Costs	\$0.00	\$142.00	\$0.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$197.00
29.0 Update Plans to 90%												
Cover Sheet, Sheet Index & Symbols	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Legend & Abbreviations	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
General Notes	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Project Layout Plan	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Survey Control Plan	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Project Quantity Tables	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Construction & Phasing Plan	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Civil Legend	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Erosion Control Plans	0	0.5	0	2	0	0	0	0	0	2.5		\$145.50
Erosion Control Details	0	0.5	0	1	0	0	0	0	0	1.5		\$90.50
Existing Contours	0	0.5	0	2	0	0	0	0	0	2.5		\$145.50
Electrical Removals Plan	0	0.5	0	2	0	0	0	0	0	2.5		\$145.50
Electrical Layout Plan	0	0.5	0	4	0	0	0	0	0	4.5		\$255.50
Electrical Vault Layout	0	0.5	0	4	0	0	0	0	0	4.5		\$255.50
Wiring Diagrams	0	0.5	0	0	2	0	0	0	0	2.5		\$135.50
Electrical Details	0	0.5	0	2	0	0	0	0	0	2.5		\$145.50
NAVAIDS Details	0	0.5	0	2	0	0	0	0	0	2.5		\$145.50
	0	0	0	0	0	0	0	0	0	0		\$0.00
	0	0	0	0	0	0	0	0	0	0		\$0.00

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Item No.	Sr Project Engineer	Project Engineer	Senior Engineer	Engineer 3	Engineer Tech 4	Engineer Tech 2	Engineer Tech 1	Project Asst 2	Project Planner	Total Hours		Cost Summary
PHASE IV - BID ADMINISTRATION												
39.0 Furnish Bid Documents												
	Estimated Total Man-hours	0	1	0	2	0	0	0	0	3		\$181.00
	Summary Costs	\$0.00	\$71.00	\$0.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00			\$181.00
40.0 Respond to Bidders Questions												
	Estimated Total Man-hours	0	2	0	0	0	0	0	0	2		\$142.00
	Summary Costs	\$0.00	\$142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$142.00
41.0 Prepare and Distribute Addendums												
	Estimated Total Man-hours	0	2	0	0	0	0	0	0	2		\$142.00
	Summary Costs	\$0.00	\$142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$142.00
42.0 Pre-Bid Conference												
	Estimated Total Man-hours	0	2	0	1	0	0	0	0	3		\$197.00
	Summary Costs	\$0.00	\$142.00	\$0.00	\$55.00	\$0.00	\$0.00	\$0.00	\$0.00			\$197.00
43.0 Bid Opening												
	Estimated Total Man-hours	0	1	0	0	0	0	1	0	2		\$102.00
	Summary Costs	\$0.00	\$71.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.00	\$0.00			\$102.00
44.0 Bid Review and Bid Tabulation												
	Estimated Total Man-hours	0	1	0	0	0	0	2	0	3		\$133.00
	Summary Costs	\$0.00	\$71.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62.00	\$0.00			\$133.00
45.0 Prepare Recommendation for Award												
	Estimated Total Man-hours	0	1	0	0	0	0	1	0	2		\$102.00
	Summary Costs	\$0.00	\$71.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.00	\$0.00			\$102.00
Expenses											Rate	
	Auto Rental	0	0	0	0	0	0	0	0	0 Days	\$90.00	\$0.00
	Mileage	0	0	0	0	0	0	0	0	0 Miles	\$0.725	\$0.00
	Lodging	0	0	0	0	0	0	0	0	0 Days	\$140.00	\$0.00
	Meals/Day	0	0	0	0	0	0	0	0	0 Days	\$60.00	\$0.00
	Meals/Trip	0	0	0	0	0	0	0	0	0 Trips	\$20.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
	Other	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00
Total Expenses												\$0.00
PHASE IV - BID ADMINISTRATION TOTAL												\$999.00

ATTACHMENT D

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

YEAR - 2026

A

DESIGN FOR TAXIWAY A REHABILITATION

B

DESIGN FOR REPLACE RUNWAY 8-26 PAPI

YEAR - 2027

A

CONSTRUCTION FOR TAXIWAY A REHABILITATION

B

CONSTRUCTION FOR REPLACE RUNWAY 8-26 PAPI

YEAR - 2028

C

DESIGN FOR WEST OVERFLOW APRON RECONSTRUCTION

YEAR - 2029

C

CONSTRUCTION FOR WEST OVERFLOW APRON RECONSTRUCTION

YEAR - 2030

D

DESIGN FOR SRE BUILDING

YEAR - 2031

D

CONSTRUCTION FOR SRE BUILDING

YEAR - 2032

ACQUIRE SRE

YEAR - 2033

E

DESIGN FOR SOUTH TAXIWAY EXTENSION

YEAR - 2034

E

CONSTRUCTION FOR SOUTH TAXIWAY EXTENSION

NOT TO SCALE

APRIL 21, 2026 - 03-07_BV_Sketch2027.dwg

ATTACHMENT E

Scope of Work/Services

**West Michigan Regional Airport
Reconstruct Runway 8-26 PAPIs
0819900-261425.01
Design Engineering Work Scope**

Project Description: This project will include the removal and replacement of Precision Approach Path Indicators (PAPIs) for Runways 8 & 26 at the West Michigan Regional Airport. Both new sets of PAPIs are anticipated to 4-Box LED style, and the project will include the installation of new Homeruns, as well as minor associated electrical vault work. This scope of work does not include effort for approach clearing. If, during the design project, it is evident that removal of obstructions in the PAPI design surfaces is necessary, work to include the removals in the bid documents will be handled with an amendment to this agreement or under a separate agreement.

Project Anticipated Construction Amount: \$546,000

PHASE I. Contract Administration

This phase involves those activities required for defining the scope of project administration and project closeout work, including (but not limited to) the following activities:

1.0 Project Scoping

1.1 Preliminary Meetings with the SPONSOR

CONSULTANT shall confer with the SPONSOR on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with MDOT AERO if needed and other concerned agencies and parties on matters affecting the project and shall arrive at a mutual understanding of such matters with the SPONSOR.

1.2 Prepare Project Scope of Work and Proposal

This includes preparing the scope of work and fee proposal and negotiating the contract scope and fee with the SPONSOR. This also includes coordination with SUBCONSULTANTS for scopes and fees and coordination with DBE firms, if applicable.

2.0 Prepare Contract and Subcontracts

This includes preparing the CONSULTANT-SPONSOR contract and preparing SUBCONSULTANT contracts.

3.0 Project Coordination

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, MDOT AERO, and other applicable agencies to complete the work elements in Phase 1.

Agenda

4.0 DBE Plan or Update

It is not anticipated that a DBE plan or update will be required by the CONSULTANT. MDOT AERO manages DBE programs for General Aviation Airports in Michigan.

5.0 Grant Application and Administration

It is not anticipated that grant application or administration will be required by the CONSULTANT. MDOT AERO completes grant applications and administers all grants for General Aviation Airports in Michigan.

6.0 Project Closeout

It is not anticipated that grant closeout will be required by the CONSULTANT. MDOT AERO completes the FAA Project Financial Closeout Forms and Report submittal for all General Aviation Airports in Michigan.

PHASE II. Preliminary Design (30%)

7.0 Topographical Surveying

7.1 Coordination to collect existing data and locate utilities

This task includes data collection and such as review of as-builts and available existing survey information in order to gather information on existing topography and utility information. This also includes coordination for field utility locates with SPONSORs and MDOT AERO. Coordination will be done with survey field crews to establish survey limits and coordination, survey schedule and available survey control information.

7.2 Survey control

Survey control will be based on existing USGS control information and used for design surveys. The CONSULTANT shall provide a drawing showing the location of the existing or established control for the project. The CONSULTANT shall perform necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points. The CONSULTANT shall establish runway end coordinates and runway centerline alignments and tie these into the project survey control.

7.3 Field work

A topographic survey will be conducted by the CONSULTANT. The data will be used to determine the existing pavement geometry and elevations withing the suitable PAPI Siting locations. Locations of discovered existing edge lights, signs, NAVAIDs, and utility structures withing the limits will also be acquired via the topographic survey. A site visit will also be conducted to inventory and evaluate the existing electrical vault room and equipment.

7.4 Convert survey data for design software

This work includes analyzing the topographical surveying data and preparing the data for use with computer modeling. Included are the following separate tasks:

- o Establish design coordinate plan to be used for CADD drawings
- o Input raw survey data into the computer program in order to sort data into company standard layers for efficient analyzing
- o Verify survey data from previous project with latest field survey
- o Verify surveyor horizontal and vertical control
- o Prepare digital terrain model (DTM) of existing ground contours, pavement edges, roadways, electrical equipment, drainage features, buildings, fences and other miscellaneous entities
- o Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features

Agenda

8.0 Obstruction Identification

8.1 Coordination to schedule Obstruction Identification

This task includes data collection and review of as-builts and available existing approach information in order to gather information on existing approaches. Coordination will be done with the obstruction identification sub-CONSULTANT to schedule work and establish any work constraint parameters.

8.2 Establish project approach requirements

The CONSULTANT shall determine and develop on ACAD the applicable approach & PAPI surfaces for analysis. Developed surfaces will be provided to the obstruction identification sub-CONSULTANT

8.3 Field work

The CONSULTANT shall perform an obstruction identification survey for the proposed PAPI protection surfaces and other airport protection surfaces. An aerial survey will be completed to gather LIDAR data.

8.4 Analyze data

The CONSULTANT shall analyze the obstruction identification information to determine the extent of removals, if required, to place the PAPIs into service. Vegetation analysis and reports will be generated for PAPI OCS, PAPI LSCS, Part 77, TSS, GQS, Transitional, and State License of Runway 8 and 26, if applicable. The reports will include location, height, distance above obstructed surface, and land parcel data.

9.0 Prepare Project Geometrics

It is not anticipated that pavement geometric design will be required by the CONSULTANT for this project.

10.0 Prepare FAA Pavement Design Report and FAA Form 5100

It is not anticipated pavement design will be required by the CONSULTANT for this project.

11.0 Prepare Preliminary Surface Grading and Drainage Analysis

It is not anticipated that the PAPI sites will require grading or drainage analysis. If determined necessary by PAPI siting requirements, preliminary surface grading and drainage design will be completed under an amendment to this agreement or under separate agreement.

12.0 Prepare Preliminary Cost Estimate

12.1 Calculate estimated preliminary quantities

The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

12.2 Prepare preliminary costs estimate

13.0 Prepare Preliminary Design Report

During the preparation of the preliminary plans and specifications, a design report will be prepared. The report will include the summary of the project, electrical design, drainage design, , phasing plans and a project schedule. The anticipated format for this report is as follows:

- Introduction
- Project Background/Purpose and Need
- Airport Operational Safety (reference Federal Advisory Circular 150/5370-2G & SOP 1.00)
- ~~Design Geometrics (reference Federal Advisory Circular 150/5300-13B)~~
- ~~Drainage Considerations (reference Federal Advisory Circular 150/5320-5D)~~
- Electrical Considerations (reference Federal Advisory Circular 150/5340-30J & 5340-18G)
- Construction Estimate
- Project Schedule Summary

14.0 Prepare FAA Form 7460

CONSULTANT will complete the form as per Federal Aviation Administration Guidelines and will send the form to the SPONSOR to be submitted to the FAA.

15.0 Prepare ALP Update

Based on preliminary discussions with the SPONSOR's MDOT AERO project manager, the project will not require a Pen & Ink ALP update. At the conclusion of the project, a "as-built" ALP update will be completed under a separate agreement.

16.0 Prepare Environmental Documentations [Environmental Assessment or Categorical Exclusion]

It is anticipated that this project will receive environmental clearance via Categorical Exclusion (CatEx) by MDOT-Aero. This work scope does NOT include any environmental concerns or wetland design/mitigation. If it is determined that wetlands (or other environmental concerns) are impacted by this construction and mitigation is required, the required design must be done under a separate agreement.

16.1 Site visit and coordination

Not Required

16.2 Environmental documentation

Not Required

17.0 Project Coordination

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, MDOT AERO, and other applicable agencies to complete the work elements in Phase II.

Agenda

18.0 Project Meetings

The CONSULTANT will arrange and lead the meetings as described in the subtasks below. The CONSULTANT will produce drawings and handouts as needed for the purpose of conducting each meeting.

18.1 Present preliminary design, alternatives and recommendations to SPONSOR

The CONSULTANT will prepare for and conduct a meeting with the SPONSOR to present the findings of the preliminary engineering phase and any alternatives and recommendations for the project during a virtual meeting.

18.2 Coordination meetings

No additional meetings are anticipated

PHASE III. Final Design (60%, 90% and Final)

19.0 Prepare Preliminary Plans

Preliminary plans will be prepared depicting items of work within the project area. The following list of drawings will be used as a guideline. Additional drawings may be added during the design phase, if required.

General:

- Cover Sheet, Sheet Index & Symbols
- Legend & Abbreviations
- General Notes
- Project Layout Plan
- Survey Control Plan
- Project Quantity Tables
- Construction & Phasing Plan

Geotechnical:

- Plan & Log of Soil Borings

Civil:

General

- Civil Legend
- Erosion Control Plans
- Erosion Control Details
- ~~Storm Water Management Plans~~
- ~~Demolition Plans~~
- ~~Demolition Details~~
- Geometrics
- Existing Contours

Site

- ~~Grading & Drainage Plans~~
- ~~Intersection Details~~
- PAPI Plan & Profiles
- ~~Typical Sections~~
- ~~Paving Details~~
- ~~Jointing Plans~~
- ~~Jointing Details~~
- ~~Pavement Grooving Plan~~

Utility

- ~~Plan & Profiles~~
- ~~Details~~

Sewer

- ~~Plan & Profiles~~
- ~~Sewer Details~~

Water

- ~~Water Distribution Plan~~
- ~~Water Details~~

Agenda

Storm Sewer

- ~~Plan & Profiles~~
- ~~Drainage Details~~
- ~~Inlet Layout Plan~~

Gas

- ~~Gas Distribution Plan~~
- ~~Gas Details~~

Fencing

- ~~Fencing Plans~~
- ~~Fencing Details~~
- ~~Gate Details~~

Marking

- ~~Marking Plans~~
- ~~Marking Details~~
- ~~Signing Plans~~
- ~~Signing Details~~

X-Sections

- ~~Cross Sections~~

Electrical:

- ~~Electrical Removals Plan~~
- ~~Electrical Layout Plan~~
- ~~Existing Signage Plan~~
- ~~Proposed Signage Plan~~
- ~~Sign Legend~~
- ~~Electrical Vault Layout~~
- ~~Wiring Diagrams~~
- ~~Electrical Details~~
- ~~NAVAIDS Details~~

20.0 Prepare Preliminary Specifications

The CONSULTANT will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by the FAA specifications.

20.1 Prepare preliminary technical specifications

20.2 Prepare preliminary contract documents

The CONSULTANT will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, State Requirements, Federal Requirements, Preliminary Bid Schedule, Wage Rates, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary contract documents will be prepared as early as possible during the design phase and submitted to the SPONSOR for review by the SPONSOR. Also review and incorporate the SPONSOR's general provisions and contract clauses, as required.

20.3 Prepare preliminary special provisions

The CONSULTANT will prepare Special Provisions to address, or expand on, conditions that require additional clarification. They may include but are not be limited to the following items:

- o Description of Work
- o Haul Roads/Project Access
- o Airport Security
- o Work Schedule
- o Additional Quality Control Requirements
- o Pre-Construction Conference
- o Sequencing of the Work
- o Closure of AOA's
- o Accident Prevention
- o Underground Cables/Utilities
- o Guarantees/Insurance/Taxes/Permits
- o Contracts/Subcontracts
- o Additional DBE Information
- o Liquidated Damages
- o Construction Operational Plan
- o Safety Standards and Impacts
- o Additional Acceptance Testing Issues
- o Grade Control and Surface Tolerance for Paving Work
- o The Construction Management Plan
- o Operation and Maintenance Manuals for Equipment
- o Special Testing Considerations
- o Project Closeout Forms
- o Construction Superintendent
- o Contractor Insurance Requirements
- o Sales Tax Exemption
- o Security Requirements
- o Precedence of Specifications
- o Disposal of waste Materials
- o Contract Time
- o Temp Facilities for Contractor

21.0 Prepare Final Surface Drainage Analysis and Final Storm Sewer Design

It is not anticipated that the PAPI sites will require grading or drainage analysis. If determined necessary by PAPI siting requirements, preliminary surface grading and drainage design will be completed under an amendment to this agreement or under separate agreement.

22.0 Prepare Lighting Layout and Circuit Calculations

The CONSULTANT will establish the lighting layouts and equipment necessary to meet FAA criteria and standards and to meet the National Electrical Code. Included for this work item are the following tasks:

- PAPI Box locations and height, in accordance with AC 150/5340-30J and AC 150/5340-28H
- Site visit to inventory existing equipment
- Design new home run circuiting in coordination with the location of the vault
- Calculate voltage drop and estimate wire size to meet the National Electrical Code
- Design conduit and duct bank locations and sizes, if necessary
- Determine new electrical vault equipment requirements
- Prepare narrative discussion (layout, equipment selection, sizes, electrical calculations)

23.0 Update Airport Guidance Sign Plan

The airport does not have a guidance sign plan, therefore this task is not anticipated to be completed.

24.0 Erosion Control Plan

The CONSULTANT will develop an Erosion Control Plan for the project that is in accordance with BEST management practices. The plan will detail types of erosion control measures recommended for the site in addition to other information needed for the NPDES permitting application. This information shall include (but not limited to):

- Project Location
- Size of Disturbance of Project
- Amount of Impervious Surface
- Hydrologic Classification of Site
- Receiving Waters
- Site Drainage Overview

25.0 Compile and Submit Permits

The CONSULTANT will assist the SPONSOR and CONTRACTOR in submitting for any permits, that are deemed necessary by the authorities having jurisdiction, by providing information to the SPONSOR as required for the application process. benefit. The SPONSOR or CONTRACTOR will pay for or reimburse the costs for permits and/or application fees.

26.0 Prepare Certification of Engineering and Modification of Standards

The CONSULTANT will complete the CONSULTANT Certification verifying the plans and specifications were developed in accordance with Federal guidelines. The certification will be submitted to the SPONSOR for acceptance. Signed copies will be forwarded to the FAA along with final plans, contract documents, specifications and Engineer's Report. This will also be part of the Final Engineering Design Report.

Agenda

It is not anticipated that a modification to standards will be required. Any unforeseen modification to standards will be completed as an amendment to this contract if required by MDOT AERO or the FAA.

27.0 Prepare Cost Estimate at 60% Complete

27.1 Calculate estimated quantities

The CONSULTANT will calculate necessary quantities for the various work items.

Quantities will be consistent with the specifications and standard quantity calculation practices.

27.2 Prepare cost estimate

28.0 Conduct Plan Review at 60% Complete

Following preparation of the preliminary plans, the CONSULTANT will review the project with the SPONSOR in a virtual review meeting.

29.0 Update Plans to 90%

30.0 Update Specifications to 90%

31.0 Conduct Plan Review at 90% Complete

Following the completion of the plans and specifications, the Engineer will submit a set of drawings and specifications to the SPONSOR for their review during a virtual review meeting. A meeting will be scheduled to make a final inspection of the project. The project will be reviewed with MDOT AERO to obtain their concurrence with the design.

32.0 Prepare Final Plans and Specifications

A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the SPONSOR's review of the 90% submittal.

33.0 Prepare and Submit Final Estimated Cost Estimate

33.1 Calculate estimated final quantities

33.2 Prepare final cost estimate

Using the final quantities calculated following the completion of the plans and specifications, the CONSULTANT will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

Agenda

34.0 Prepare and Submit Final Engineers Design Report

35.0 Prepare and Submit a Construction Management Report

If necessary, the Construction Management Report will be completed under a future Construction Administration services agreement.

36.0 Prepare Advertisement for Bids

Required advertisement dates, and bidding dates will be established. CONSULTANT will submit a copy to the SPONSOR for distribution to the local and selected publications of the pending project. The SPONSOR shall pay for the associated cost of advertising.

37.0 Project Coordination (coordination with SPONSOR, State, etc.)

CONSULTANT shall coordinate with the SUBCONSULTANTS, SPONSOR, State, and other applicable agencies to complete the work elements in Phase III. This shall include the coordination required for the establishment of the Reimbursable Agreement (RA) for Runway 8 PAPI and Runway 26 PAPI flight checks.

38.0 Project Meetings

The CONSULTANT will arrange and lead the meetings as described in the subtasks below. The CONSULTANT will produce drawings and handouts as needed for the purpose of conducting each meeting.

38.1 Final design review

The CONSULTANT will prepare and conduct a meeting via video conference to present the final design documents.

38.2 Coordination meetings (with FAA, MDOT/AERO, Local Agencies, subCONSULTANTS etc.)

Not additional meetings are anticipated.

PHASE IV. Bid Administration

39.0 Furnish Bid Documents

CONSULTANT shall prepare, reproduce and distribute bidding documents to interested contractors and suppliers. The CONSULTANT shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

40.0 Respond to Bidders Questions

During the bidding process, the CONSULTANT will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

41.0 Prepare and Distribute Addendums

CONSULTANT shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the SPONSOR or MDOT AERO. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the SPONSORs error or omission will be considered as extra services and the CONSULTANT shall be reimbursed for this effort as an amendment to this contract.

42.0 Pre-Bid Conference

CONSULTANT shall arrange for and conduct a virtual Pre-Bid Conference. The Project Manager and Project Engineer will attend and conduct the Pre-Bid Meeting with potential contractors and the SPONSOR to review the project and answer questions. The meeting will be conducted at the airport and will include a site inspection and meeting minutes will be prepared and distributed.

43.0 Bid Opening

CONSULTANT shall attend the bid opening at the site, as identified in the Bid Advertisement and to process the bid documents. Bids shall be submitted through the eBid process only.

44.0 Bid Review and Bid Tabulation

CONSULTANT shall advise SPONSOR as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The CONSULTANT shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. The CONSULTANT shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The CONSULTANT will then provide recommendations to the SPONSOR as to the name of the Apparent Low Bidder

45.0 Prepare Recommendation for Award

The CONSULTANT will prepare a recommendation of award for the SPONSOR to accept or reject the bids as submitted. If rejection is recommended, the CONSULTANT will supply an explanation for their recommendation and possible alternative actions the SPONSOR can pursue to complete the project. Once the Contract Award is made the CONSULTANT will distribute the bid tabulations on request of the SPONSOR.

Schedule

The design for this project will take approximately 226 days to complete, not including SPONSOR, FAA and MDOT-AERO review periods. The design schedule will be coordinated with the SPONSOR. It is anticipated competitive bids will be received for the project in February 2027 and a grant for construction will be awarded in FAA fiscal year 2027.

SPONSOR Responsibilities

The SPONSOR shall be responsible to provide the following information and activities:

- Provide access to the project site and assist with locating any known utilities.
- Provide a single point of contact with authority to review all documents and make decisions.
- Provide any known record drawing information to the CONSULTANT.
- Provide coordination regarding construction safety and phasing plan reviews and project scheduling with airport tenants.

ATTACHMENT F

Federal Provisions

The following Federal Contract Provisions are hereby included in and made part of the attached Contract between the SPONSOR and MEAD & HUNT, INC. (Consultant)

CONTRACT GUIDANCE

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.

The term “**contractor**” is understood to mean **Consultant**, contractor, subcontractor and means one who participates, through a contract or subcontract (at any tier).



FAA Airports – Federal Contract Provisions

(Issued on March 17, 2026)

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A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

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

A2 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

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

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

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

A3 BUY AMERICAN PREFERENCE

SOURCE Title 49 U.S.C. § 50101; Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*; Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

FAA BUY AMERICAN PREFERENCE

The Consultant certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A4 CIVIL RIGHTS - GENERAL

SOURCE 49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE 49 U.S.C. § 47123; FAA Order 1400.11

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

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

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE 2 CFR Part 200, Appendix II(G); 42 U.S.C. § 7401, et seq; 33 U.S.C. § 1251, et seq
Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(E); 29 CFR § 5.5(b); 40 U.S.C. § 3702; 40 U.S.C. § 3704

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A8 COPELAND “ANTI-KICKBACK” ACT

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

*This provision applies to **all construction contracts and subcontracts financed under the AIP that exceed \$2,000.***

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Consultant must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Subcontractor must submit to the Owner, a weekly statement on the wages

paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

When a Professional Services Agreement includes tasks that constitute “construction, alteration, or repair” under 29 CFR Part 5 and the value exceeds \$2,000, the agreement must incorporate the applicable Davis-Bacon labor standards clause to ensure federal compliance.

A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A10 DEBARMENT AND SUSPENSION

SOURCE 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

*(Included in **any AIP funded contract regardless of tier** if amount of contract is equal to or exceeds \$25,000.)*

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

The Sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally -assisted projects. The Sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

A11 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE 49 CFR Part 26; 49 U.S.C. § 47113

Solicitation Language

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the OWNER to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages

participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

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, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the SPONSOR. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

A12 DISTRACTED DRIVING

SOURCE Executive Order 13513; DOT Order 3902.10

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must **include the substance of this clause in all sub-tier contracts exceeding \$15,000** that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Consultant and subcontractors agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE 29 USC § 201, et seq; 2 CFR § 200.430

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

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

A15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE 29 CFR Part 1910

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

A17 PROCUREMENT OF RECOVERED MATERIALS

SOURCE 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

A18 RIGHT TO INVENTIONS

SOURCE 2 CFR Part 200, Appendix II(F); 37 CFR Part 401

Not Applicable

A19 SEISMIC SAFETY

SOURCE 49 CFR Part 41

Professional Service Agreements for Design

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

A20 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A21 TERMINATION OF CONTRACT

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

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

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

A22 TRADE RESTRICTION CERTIFICATION

SOURCE 49 USC § 50104; 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

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

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

A23 VETERAN'S PREFERENCE

SOURCE 49 USC § 47112(c)

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

A24 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A25 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

SOURCE FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936 49 U.S.C. § 44801 note

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

END OF FEDERAL CONTRACT PROVISIONS

ATTACHMENT G
Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

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

PRIME CONSULTANT:			☐ CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.		CONTRACT NO.		
BILLING PERIOD:				Check if Final Payment ☐		JOB NO.		
CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime CONSULTANT, I state that, to the best of my knowledge, this information is true and accurate.

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE)	TITLE	DATE
--	-------	------

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE)	DATE
------------------------------------	------

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

Agenda

MDOT 0165-R (12/06)

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subCONSULTANTS. Complete and submit to the Contract Administrator

with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

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

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

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

For "Total Contract Amount" report the total amount of the contract between the prime CONSULTANT and the subCONSULTANT.

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

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

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

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

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

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

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

Agenda

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland

North Taxilane Project

Final Contractor Payment and Grant Amendment Update



The North Taxilane construction contract with Mead Bros. totaled \$1,848,799.95 and was divided among civil work funded through the IJJA grant, electrical work funded through the AIP grant, and work paid directly by WMAA.

WMAA has paid the entire \$235,517.33 local portion of the Mead Bros. contract.

Civil work

The final civil contract amount under MDOT Job 209435 is \$1,446,214.62. MDOT paid \$1,388,354.00, which exhausted the original IJJA grant authorization and left \$57,860.62 unpaid.

The outstanding civil balance consists of:

\$37,226.67 remaining from Pay Application 5

\$20,633.95 from final Pay Application 6

After reviewing the payment history, Mead & Hunt recommended that WMAA pay the full \$57,860.62 to Mead Bros. MDOT agreed with that recommendation. WMAA would then request reimbursement through the pending IJJA grant amendment.

The grant amendment has not yet been approved by the FAA. If the additional civil costs are approved under the existing 90% federal, 5% state and 5% local funding structure, WMAA would receive approximately \$54,967.59 in reimbursement and retain approximately \$2,893.03 as its additional local share.

Electrical work

The final electrical Pay Application 6 under MDOT Job 220252 is \$9,903.20. MDOT has approved the related AIP change order and stated that it will pay the full \$9,903.20 directly after completing its remaining paperwork. WMAA is not being asked to pay this amount.

Current payment plan

WMAA pays Mead Bros. \$57,860.62 for the outstanding civil work.

MDOT pays Mead Bros. \$9,903.20 for the final electrical application.

Together, these payments will satisfy Mead Bros.' reported outstanding balance of \$67,763.82.

Agenda

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland

Recommended Board action



Authorize payment of \$57,860.62 to Mead Bros. Excavating for the outstanding balance of Civil Pay Applications 5 and 6 under MDOT Job 209435, with WMAA requesting reimbursement through the pending IJJA grant amendment.

Suggested motion

Motion to authorize payment of \$57,860.62 to Mead Bros. Excavating for the outstanding balance of Civil Pay Applications 5 and 6 under MDOT Job 209435 and to authorize submission of the payment for reimbursement through the pending IJJA grant amendment.

Agenda

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland



Airport Terminal Mural Project

Background

As part of our continued efforts to strengthen our connection with the surrounding community, I have been exploring the possibility of commissioning a mural for the terminal building.

I have met with the Holland Area Arts Council, and they have begun preparing a Call for Artists, which is expected to be released by late October. The anticipated completion date for the mural is March 2027.

Project Development

The Holland Area Arts Council is excited to assist with the project, including identifying qualified artists and coordinating the selection process.

Preliminary discussions have identified an estimated project cost of \$5,000 to \$7,000, depending on the final design, size, and artist selected.

I inquired about increasing the project budget to attract more interest and potentially create a larger mural. However, the Arts Council indicated that the proposed compensation is already competitive enough to attract interest from artists throughout the area, and increasing the budget would not necessarily improve participation.

A grant application has been submitted to the MACC, and we are awaiting a response. If awarded at the requested amount, the grant could cover all or nearly all of the project costs.

The final design, artist selection, and total project cost have not yet been determined.

Budget Impact

The proposed FY2027 budget amendment includes \$5,000 for the terminal mural project under Printing, Advertising & Promotional expenses.

This funding would provide an initial Airport contribution toward the project. If the grant is awarded, the Airport's actual financial contribution could be significantly reduced or potentially eliminated.

Agenda

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland



Airport Director's Recommendation

I believe this is a worthwhile opportunity to improve the appearance of our terminal while creating something that reflects the communities our Airport serves.

The Holland Area Arts Council's involvement will provide valuable expertise in selecting an artist and developing a quality finished product. With the Call for Artists expected later this month and a potential grant available to offset costs, I believe we are in a good position to move the project forward.

I recommend that the Board authorize proceeding with the terminal mural project, with Airport expenditures not to exceed \$5,000 at this stage.

Agenda

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland

Circling Approach Ground Lease Amendment



Background

At the September Board meeting, the Authority approved an extension of Circling Approach's due diligence and optional termination period through October 14, 2026.

Circling Approach is requesting another extension through January 1, 2027, with that date also established as the Commencement Date of the ground lease, when rental payments would begin.

Much of the delay in this development has been associated with stormwater detention requirements and our efforts to accommodate two separate developments along the North Taxilane. With the other proposed development no longer moving forward, some of those complications have been reduced.

Proposed Development Timeline

Circling Approach has provided the following anticipated schedule to demonstrate its intentions for moving the project forward:

- November 9, 2026: Submit a proposed site plan to the Airport and City of Holland prior to the November Board meeting.
- December 14, 2026: Submit preliminary architectural renderings to the Airport prior to the December Board meeting.
- January 1, 2027: Begin ground lease payments.
- January 22, 2028: Existing deadline to commence construction remains unchanged.

This timeline is provided for the Board's information and is not intended to establish additional contractual milestones.

Airport Director's Recommendation

Although this development has required several extensions, I believe the circumstances surrounding the stormwater detention challenges justify the additional time.

I am encouraged that Circling Approach has now provided a proposed schedule for submitting development plans and beginning rental payments. Establishing January 1, 2027, as the lease commencement date also provides the Authority with a clearer expectation of when the property will begin generating revenue.

Agenda

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland

I recommend approving the requested amendment to allow the development to continue moving forward.



Suggested Motion

Motion to approve an amendment to the Circling Approach ground lease extending the due diligence and optional termination period through January 1, 2027, and establishing January 1, 2027, as the Commencement Date, subject to review and approval of the amendment language by Authority legal counsel.

FOURTH AMENDMENT TO GROUND LEASE

THIS FOURTH AMENDMENT TO GROUND LEASE (“Amendment”) dated this _____ day of _____, 2026, is made by and between the **WEST MICHIGAN AIRPORT AUTHORITY**, a Michigan community airport authority formed under Act 206 of the Public Acts of 1957, as amended (“Lessor”), and **CIRCLING APPROACH LLC**, a Michigan limited liability company, with its principal place of business located at 240 E 8th Street, Holland, Michigan 49423 (“Lessee”).

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a certain Lease dated January 22, 2026, regarding certain real property located in the City of Holland, County of Allegan, Michigan, being a part of the West Michigan Regional Airport, an Amendment to Ground Lease dated May 22, 2026, a Second Amendment to Ground Lease dated July 13, 2026, and a Third Amendment to Ground Lease dated September 18, 2026 (collectively, the “Lease”).

WHEREAS, Lessor and Lessee wish to make certain changes to the Lease, as described below.

NOW THEREFORE, the parties agree to amend the terms of the Lease as follows:

1. **Commencement Date.** Lessor agrees to extend both (a) the Commencement Date, as defined in Section 2.A(ii) of the Lease, and (b) the optional termination deadline in Section 19, until January 1, 2027.
2. **Miscellaneous.** All other terms of the Lease remain in full force and effect.

The parties have executed this Fourth Amendment to Ground Lease as of the date written above.

LESSOR:

WEST MICHIGAN AIRPORT
AUTHORITY

BY _____
Name: _____
Title: _____

LESSEE:

CIRCLING APPROACH LLC

BY _____
Logan Dykgraaf, Managing Member

West Michigan Airport Authority

Meeting Date: October 13, 2026

Agenda Item:

Subject: Financial Reports for 09/30/2026-Unaudited

Prepared By: Devon Bialik, City Finance

Recommendation: Accept Financial Reports as information

The West Michigan Airport Authority started a new fiscal year (FY 2027) on July 1, 2026. Attached are Budget Performance Reports and the Balance Sheets for the three months ended September 30, 2026 (25.00% of the year).

GENERAL FUND

Revenues

Operating revenues for the first three months totaled \$322,484.23, or 39.31% of budget, and are above expectations due to summer property tax payments from the City of Holland and the City of Zeeland. September operating revenues include monthly franchise fees, quarterly hangar rentals invoiced, and quarterly/semi-annual hangar land leases billed out. The flight school franchise fee is recorded in a separate account and invoices through September 2026 have been paid.

Expenses

Operating expenses for the first three months totaled \$167,115.62, or 20.88% of budget. August operating expenses are composed of regular monthly expenses and appear to be in line with expectations.

CAPITAL FUND

Revenues/Expenses

Capital revenues and expenses include funding for the portion of the project that is local only. The funding information for the remaining part of the project will be obtained from MDOT at fiscal year-end and the related transactions will be recorded then.

BALANCE SHEET/COMBINED FUND EQUITY

The West Michigan Airport Authority began FY 2027 with a combined fund balance of \$2,505,245.

General Fund Assets totaled \$1,617,639.56 at September 30th, comprised mostly of cash. General Fund Liabilities totaled \$63,473.64 at September 30th, and represents unearned revenue (prepaid lease). The ending General Fund balance at September 30th is \$1,554,165.92. The combined General and Capital funds cash balance at September 30th is \$2,832,011.

Once the final audit for FY 2026 has been completed (December), the calculation for an estimated transfer from the General Fund to the Capital Fund will be presented.

AGED ACCOUNTS RECEIVABLES – Currently, there are no past due invoices on the aged accounts receivables report. All receivables are still current.

		26-27 Amended Budget	YTD Balance 09/30/2026	Available Balance 09/30/2026	% Bdgt Used	End Balance 06/30/2026
Fund: 110 WMAA (AIRPORT) GENERAL FUND						
Account Category: Revenues						
000.000						
110-000.000-569.200	STATE GRANT - SBTE	0.00	0.00	0.00	0.00	(868.78)
110-000.000-573.000	SMALL TAXPAYER PPT LOSS REIMBURSEMEN	18,900.00	0.00	18,900.00	0.00	(39,129.99)
110-000.000-581.100	CONTRIB FROM OTHER GOVTS-CITY OF HOL	154,000.00	148,006.11	5,993.89	96.11	(150,588.04)
110-000.000-581.110	CONTRIB FROM OTHER GOVTSCITY OF ZEEL	90,000.00	62,479.59	27,520.41	69.42	(95,445.65)
110-000.000-581.210	CONTRIB FROM OTHER GOVTS-PARK TOWNSH	149,000.00	36.76	148,963.24	0.02	(151,107.15)
110-000.000-615.810	FRANCHISE FEES-FBO FRANCHISE	29,300.00	7,420.33	21,879.67	25.33	(28,535.65)
110-000.000-615.815	FRANCHISE FEES-FLIGHT SCHOOL	9,800.00	2,472.28	7,327.72	25.23	(9,511.62)
110-000.000-615.820	FRANCHISE FEES-FUEL FLOWAGE FEE	63,000.00	12,846.07	50,153.93	20.39	(68,119.34)
110-000.000-615.830	FRANCHISE FEES-LANDING FEES	27,000.00	8,684.45	18,315.55	32.16	(31,649.75)
110-000.000-642.035	SALES-MERCHANDISE TAXABLE	0.00	0.00	0.00	0.00	(681.50)
110-000.000-665.000	INVESTMENT INCOME	30,000.00	0.00	30,000.00	0.00	(41,720.50)
110-000.000-665.900	INVESTMENT INCOME-MARKET ADJUSTMENT	0.00	0.00	0.00	0.00	548.40
110-000.000-665.905	RENTAL-AGRICULTURAL LAND LEASE	13,800.00	6,750.00	7,050.00	48.91	(19,725.51)
110-000.000-665.910	RENTAL-HANGAR LAND LEASE	145,500.00	49,462.06	96,037.94	33.99	(140,896.87)
110-000.000-665.915	RENTAL-T-HANGARS	79,700.00	21,720.00	57,980.00	27.25	(58,080.00)
110-000.000-665.920	RENTAL-AIRPORT BUSINESS CENTER	10,300.00	2,606.58	7,693.42	25.31	(10,023.90)
Total 000.000		820,300.00	322,484.23	497,815.77	39.31	(845,535.85)
Revenues		820,300.00	322,484.23	497,815.77	39.31	(845,535.85)
Account Category: Expenditures						
595.100						
110-595.100-701.000	PAYROLL-REGULAR	89,300.00	18,846.80	70,453.20	21.11	83,979.81
110-595.100-702.000	PAYROLL-TEMPORARY HELP	26,000.00	4,847.74	21,152.26	18.65	12,882.88
110-595.100-710.000	PAYROLL-VACATION/PTO GENERAL	5,700.00	1,137.93	4,562.07	19.96	5,173.97
110-595.100-710.500	PTO-PART-TIME ESTA	0.00	82.40	(82.40)	100.00	60.00
110-595.100-712.000	PAYROLL-HOLIDAYS	3,800.00	640.09	3,159.91	16.84	3,584.19
110-595.100-720.005	INSURANCE HEALTH	0.00	0.00	0.00	0.00	217.97
110-595.100-720.006	INSURANCE-HEALTH OPT OUT	3,000.00	700.01	2,299.99	23.33	3,019.81
110-595.100-720.010	INSURANCE DENTAL	0.00	0.00	0.00	0.00	17.58
110-595.100-720.030	INSURANCE-INCOME PROTECT (STD)	600.00	0.00	600.00	0.00	0.00
110-595.100-720.031	INSURANCE-LONG TERM DISABILITY	200.00	82.31	117.69	41.16	213.04
110-595.100-720.040	COBRA ADMIN FEES	0.00	0.00	0.00	0.00	5.40
110-595.100-721.005	RETIREMENT CONTRIBUTION MERS DC	8,100.00	(341.38)	8,441.38	(4.21)	5,996.65
110-595.100-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	9,800.00	2,008.49	7,791.51	20.49	8,315.62
110-595.100-723.500	WORKERS COMP INSURANCE	300.00	2.61	297.39	0.87	6.83
110-595.100-730.000	POSTAGE	500.00	0.00	500.00	0.00	46.80
110-595.100-740.000	OPERATING SUPPLIES GENERAL	2,500.00	0.00	2,500.00	0.00	168.29
110-595.100-741.000	OPERATING SUPPLIES-CONTROLLED CAPITA	0.00	0.00	0.00	0.00	1,125.16
110-595.100-801.000	CONTRACTUAL-LEGAL	30,000.00	8,199.00	21,801.00	27.33	37,692.00
110-595.100-802.005	CONTRACTUAL-AUDIT SERVICES	9,000.00	8,900.00	100.00	98.89	8,700.00
110-595.100-802.200	CONTRACTUAL-FISCAL AGENT SERVICES	34,000.00	8,604.27	25,395.73	25.31	33,198.00
110-595.100-803.000	CONTR-HUMAN RESOURCES	1,500.00	0.00	1,500.00	0.00	0.00
110-595.100-806.000	CONTRACTUAL-TECHNOLOGY	5,000.00	0.00	5,000.00	0.00	4,999.00
110-595.100-807.000	CONTRACTUAL-ARCHITECT/ENGINEER	10,000.00	0.00	10,000.00	0.00	3,051.64
110-595.100-808.000	CONTR-BLDGS&GRNDS	14,000.00	0.00	14,000.00	0.00	15,117.42
110-595.100-808.002	CONTR-BLDGS&GRNDS SOLID WASTE DISPOS	800.00	172.08	627.92	21.51	478.28
110-595.100-808.801	CONTR-BLDGS&GRNDS MAINTENANCE GENERA	7,000.00	4,195.41	2,804.59	59.93	1,575.70
110-595.100-808.802	CONTR-BLDGS&GRNDS SNOWPLOWING	6,000.00	0.00	6,000.00	0.00	0.00

		26-27 Amended Budget	YTD Balance 09/30/2026	Available Balance 09/30/2026	% Bdgt Used	End Balance 06/30/2026
Fund: 110 WMAA (AIRPORT) GENERAL FUND						
Account Category: Expenditures						
595.100						
110-595.100-808.803	CONTR-BLDGS&GRNDS MOWING	0.00	2,042.65	(2,042.65)	100.00	2,244.69
110-595.100-808.999	CONTR-BLDGS&GRNDS	0.00	0.00	0.00	0.00	39.99
110-595.100-809.001	CONTRACTUAL-MISC CONSULTING	0.00	0.00	0.00	0.00	8,589.00
110-595.100-812.100	CONTR-FBO MGMT SVCS	15,000.00	0.00	15,000.00	0.00	243.87
110-595.100-812.110	CONTR-FBO MOWING	70,000.00	20,043.10	49,956.90	28.63	32,130.66
110-595.100-812.115	CONTR-FBO SNOWPLOWING	100,000.00	0.00	100,000.00	0.00	55,650.36
110-595.100-812.120	CONTR-FBO GEN MAINTENANCE	19,000.00	94.80	18,905.20	0.50	5,321.53
110-595.100-812.125	FBO-DIESEL FUEL	10,000.00	0.00	10,000.00	0.00	1,300.14
110-595.100-816.000	CONTRACTUAL-SOFTWARE SUBSCRIPTIONS	3,500.00	210.02	3,289.98	6.00	3,497.71
110-595.100-851.000	COMMUNICATIONS CELLULAR REIMBURSEMEN	700.00	0.00	700.00	0.00	0.00
110-595.100-901.000	PRINTING	3,000.00	0.00	3,000.00	0.00	48.38
110-595.100-902.000	PRINTING PUBLISHING-NEWS MEDIA	0.00	0.00	0.00	0.00	86.30
110-595.100-903.000	PRINTING ADVERTISING/PROMOTIONAL	15,000.00	7,231.61	7,768.39	48.21	4,300.93
110-595.100-903.005	CONTR-ADVERTISING/MARKETING	50,000.00	8,274.49	41,725.51	16.55	38,219.20
110-595.100-920.805	PUBLIC UTILITIES-FENCE GATES	600.00	127.34	472.66	21.22	486.91
110-595.100-920.810	PUBLIC UTILITIES-LANDING LIGHTS/SYST	4,600.00	817.35	3,782.65	17.77	3,598.09
110-595.100-920.815	PUBLIC UTILITIES-PARKING LOT LIGHTS	700.00	155.15	544.85	22.16	564.76
110-595.100-920.820	PUBLIC UTILITIES-RUNWAY LIGHTS	6,000.00	1,153.49	4,846.51	19.22	4,727.00
110-595.100-920.825	PUBLIC UTILITIES-T HANGARS	6,000.00	1,246.50	4,753.50	20.78	5,212.69
110-595.100-921.010	PUBLIC UTILITIES-NATURAL GAS	0.00	77.12	(77.12)	100.00	0.00
110-595.100-931.000	BLDG & GRNDS MAINT GENERAL	0.00	0.00	0.00	0.00	957.00
110-595.100-931.810	BLDG & GRNDS MAINT SIGNAGE	0.00	0.00	0.00	0.00	16.94
110-595.100-933.000	EQUIPMENT MAINTENANCE-GENERAL	4,000.00	1,102.76	2,897.24	27.57	5,800.25
110-595.100-933.015	EQUIPMENT MAINTENANCE-ILS LANDING	40,000.00	9,495.00	30,505.00	23.74	29,055.38
110-595.100-939.000	VEHICLE MAINTENANCE GENERAL	8,000.00	0.00	8,000.00	0.00	0.00
110-595.100-940.000	BUILDING RENTAL/LEASE	1,000.00	1,000.00	0.00	100.00	1,000.00
110-595.100-943.000	EQUIPMENT RENTAL/LEASE GENERAL	10,000.00	857.75	9,142.25	8.58	0.00
110-595.100-955.000	MISC. GENERAL	3,000.00	0.00	3,000.00	0.00	895.66
110-595.100-960.000	EDUCATION, TRAINING, CONF REGISTRATI	3,000.00	1,715.00	1,285.00	57.17	2,075.00
110-595.100-961.000	TRAVEL, MEALS, MILEAGE	3,000.00	1,570.41	1,429.59	52.35	2,615.12
110-595.100-962.000	INSURANCE PREMIUMS	42,500.00	37,306.00	5,194.00	87.78	38,089.00
110-595.100-964.001	REFUNDS-PRIOR YEAR PROPERTY TAX	100.00	0.00	100.00	0.00	72.01
110-595.100-965.000	DUES & SUBSCRIPTIONS	4,500.00	0.00	4,500.00	0.00	286.38
Total 595.100		690,300.00	152,598.30	537,701.70	22.11	476,750.99
595.200						
110-595.200-808.001	CONTR-BLDGS&GRNDS JANITORIAL	12,500.00	2,295.00	10,205.00	18.36	10,974.97
110-595.200-850.000	COMMUNICATIONS TELEPHONE	7,000.00	1,860.00	5,140.00	26.57	6,820.00
110-595.200-901.000	PRINTING	1,700.00	275.20	1,424.80	16.19	185.73
110-595.200-920.005	PUBLIC UTILITIES-HBPW	20,000.00	4,986.01	15,013.99	24.93	17,127.21
110-595.200-921.010	PUBLIC UTILITIES-NATURAL GAS	5,700.00	97.97	5,602.03	1.72	5,280.28
110-595.200-931.000	BLDG & GRNDS MAINT GENERAL	8,000.00	377.55	7,622.45	4.72	7,496.11
110-595.200-933.000	EQUIPMENT MAINTENANCE-GENERAL	17,000.00	3,836.62	13,163.38	22.57	4,180.50
110-595.200-946.000	OFFICE EQUIP RENTAL/LEASE	3,100.00	788.97	2,311.03	25.45	296.88
110-595.200-991.500	PRINCIPAL PMT-LEASE	0.00	0.00	0.00	0.00	2,532.00
110-595.200-993.500	INTEREST-LEASE	0.00	0.00	0.00	0.00	288.00
Total 595.200		75,000.00	14,517.32	60,482.68	19.36	55,181.68



West Michigan Airport Authority Budget Performance Report

Balance As of 09/30/2026

	26-27 Amended Budget	YTD Balance 09/30/2026	Available Balance 09/30/2026	% Bdgt Used	End Balance 06/30/2026
Fund: 110 WMAA (AIRPORT) GENERAL FUND					
Account Category: Expenditures					
965.000					
110-965.000-995.410 TRANSFER TO WMAA CAPITAL FUND	35,100.00	0.00	35,100.00	0.00	0.00
Total 965.000	35,100.00	0.00	35,100.00	0.00	0.00
Expenditures	800,400.00	167,115.62	633,284.38	20.88	531,932.67
Fund 110 - WMAA (AIRPORT) GENERAL FUND:					
TOTAL REVENUES	820,300.00	322,484.23	497,815.77	39.31	(845,535.85)
TOTAL EXPENDITURES	800,400.00	167,115.62	633,284.38	20.88	531,932.67
NET OF REVENUES & EXPENDITURES:	19,900.00	155,368.61	(135,468.61)		313,603.18

		26-27 Amended Budget	YTD Balance 09/30/2026	Available Balance 09/30/2026	% Bdg't Used	End Balance 06/30/2026
Fund: 410 WMAA (AIRPORT) CAPITAL PROJECTS						
Account Category: Revenues						
000.000						
410-000.000-538.000	FEDERAL GRANT-FEDERAL CAPITAL	3,128,994.00	0.00	3,128,994.00	0.00	0.00
410-000.000-538.000-26-AIR000003	FEDERAL GRANT-FEDERAL CAPITAL	0.00	0.00	0.00	0.00	(21,962.13)
410-000.000-538.000-26-AIR000005	FEDERAL GRANT-FEDERAL CAPITAL	0.00	0.00	0.00	0.00	(246,922.40)
410-000.000-538.000-26-AIR000006	FEDERAL GRANT-FEDERAL CAPITAL	0.00	0.00	0.00	0.00	(1,249,518.60)
410-000.000-579.000	STATE GRANT-MDOT CAPITAL	173,833.00	0.00	173,833.00	0.00	(6,692.65)
410-000.000-579.000-26-AIR000003	STATE GRANT-MDOT CAPITAL	0.00	0.00	0.00	0.00	(954.87)
410-000.000-579.000-26-AIR000005	STATE GRANT-MDOT CAPITAL	0.00	0.00	0.00	0.00	(13,717.91)
410-000.000-579.000-26-AIR000006	STATE GRANT-MDOT CAPITAL	0.00	0.00	0.00	0.00	(69,417.70)
410-000.000-665.000	INVESTMENT INCOME	30,600.00	0.00	30,600.00	0.00	(40,556.68)
410-000.000-665.900	INVESTMENT INCOME-MARKET ADJUSTMENT	0.00	0.00	0.00	0.00	453.94
410-000.000-699.110	TRANSFER FROM WMAA GENERAL FUND	35,100.00	0.00	35,100.00	0.00	0.00
Total 000.000		3,368,527.00	0.00	3,368,527.00	0.00	(1,649,289.00)
595.000						
410-595.000-579.000-27-WMAA00001	STATE GRANT-MDOT CAPITAL	0.00	76,269.90	(76,269.90)	100.00	0.00
Total 595.000		0.00	76,269.90	(76,269.90)	100.00	0.00
Revenues		3,368,527.00	76,269.90	3,292,257.10	2.26	(1,649,289.00)
Account Category: Expenditures						
595.000						
410-595.000-807.415	CONTRACTUAL-ARCHITECT/ENGINEER	15,000.00	5,022.98	9,977.02	33.49	16,825.35
410-595.000-807.415-26-AIR000002	CONTRACTUAL-ARCHITECT/ENGINEER	0.00	0.00	0.00	0.00	11,441.26
410-595.000-807.415-26-AIR000003	CONTRACTUAL-ARCHITECT/ENGINEER	0.00	0.00	0.00	0.00	2,730.00
410-595.000-974.000	LAND IMPROVEMENTS GENERAL	546,660.00	0.00	546,660.00	0.00	732.36
410-595.000-974.000-25-WMAA00001	LAND IMPROVEMENTS GENERAL	2,930,000.00	0.00	2,930,000.00	0.00	0.00
410-595.000-974.000-26-AIR000001	LAND IMPROVEMENTS GENERAL	0.00	0.00	0.00	0.00	236,669.75
410-595.000-974.000-26-AIR000003	LAND IMPROVEMENTS GENERAL	0.00	0.00	0.00	0.00	21,141.87
410-595.000-974.000-26-AIR000005	LAND IMPROVEMENTS GENERAL	0.00	0.00	0.00	0.00	274,358.22
410-595.000-974.000-26-AIR000006	LAND IMPROVEMENTS GENERAL	0.00	0.00	0.00	0.00	1,388,354.00
410-595.000-977.000	MACHINERY & EQUIPMENT GENERAL	75,000.00	0.00	75,000.00	0.00	77,590.43
410-595.000-977.000-27-WMAA00001	MACHINERY & EQUIPMENT GENERAL	0.00	55,555.00	(55,555.00)	100.00	0.00
Total 595.000		3,566,660.00	60,577.98	3,506,082.02	1.70	2,029,843.24
595.100						
410-595.100-931.100	BLDG & GRNDS MAINT-FIX IT FIRST	0.00	270.00	(270.00)	100.00	0.00
Total 595.100		0.00	270.00	(270.00)	100.00	0.00
Expenditures		3,566,660.00	60,847.98	3,505,812.02	1.71	2,029,843.24
Fund 410 - WMAA (AIRPORT) CAPITAL PROJECTS:						
TOTAL REVENUES		3,368,527.00	76,269.90	3,292,257.10	2.26	(1,649,289.00)
TOTAL EXPENDITURES		3,566,660.00	60,847.98	3,505,812.02	1.71	2,029,843.24
NET OF REVENUES & EXPENDITURES:		(198,133.00)	15,421.92	(213,554.92)		(380,554.24)



Balance Sheet

Through 09/30/26

Detail Listing

Exclude Rollup Account

Account	Account Description	FY 2026 Actual	FY 2027 YTD
Fund Category GOVERNMENTAL			
Fund Type GENERAL FUND			
Fund 110 - WMAA (Airport) General Fund			
ASSETS			
110-000.000-001.675	Cash Due from Cash/Inv Pool	1,459,972.55	1,627,278.06
110-000.000-018.000	Accounts Receivable General	9,894.07	(9,638.50)
110-000.000-028	Prior Years Taxes Receivables	246.55	246.55
110-000.000-031.000	Allowance for Uncollectible Taxes	(246.55)	(246.55)
110-000.000-076.010	Due from Local Govt Units Due from Park Township	-	-
110-000.000-071.010	Due from Local Govt Units Due from Zeeland City	-	-
110-000.000-090.000	Accounts Receivable In/Out	-	-
110-000.000-123.000	Prepaid Items General	-	-
ASSETS TOTALS		<u>1,469,866.62</u>	<u>1,617,639.56</u>
LIABILITIES AND FUND EQUITY			
LIABILITIES			
110-000.000-202.000	Accounts Payable General	23,506.02	-
110-000.000-201.000	Contracts Payable	-	-
110-000.000-228.000	Due to State of Michigan	43.50	-
110-000.000-257.000	Accrued Wages Payable General	6,025.88	-
110-000.000-258.010	Accrued Fringes Payable FICA-Social Security/Medicare	-	-
110-000.000-259.010	Accrued Fringes Payable Pension	-	-
110-000.000-360.000	Deferred Revenue General	41,493.91	63,473.64
LIABILITIES TOTALS		<u>71,069.31</u>	<u>63,473.64</u>
FUND EQUITY			
110-000.000-385.000	Fund Balance - Assigned (By Action) Business Center	125,000.00	125,000.00
110-000.000-390.000	Fund Balance-Unassigned	1,273,797.31	1,429,165.92
FUND EQUITY TOTALS		<u>1,398,797.31</u>	<u>1,554,165.92</u>
LIABILITIES AND FUND EQUITY		<u>1,469,866.62</u>	<u>1,617,639.56</u>
Fund Balance, Beginning			1,554,165.92
Remaining Budget Revenues			497,815.77
Remaining Budget Expenditures			(633,284.38)
Fund Balance, Estimated Ending			<u>1,418,697.31</u>
Fund Balance % of Budgeted Expenditures			<u>177%</u>
Year-End Transfer to Capital			
FY 2026 Ending Fund Balance (Unassigned)			1,273,797.31
2027 Budgeted Expenditures			800,400.00
Fund Balance % of Budgeted Expenditures			159%
Proposed Transfer of amount > 120% max range			<u>313,317.31</u>



Account	Account Description	Prior Year Total Actual	Current YTD Balance
Fund Category GOVERNMENTAL			
Fund Type CAPITAL PROJECT FUNDS			
Fund 410 - WMAA (Airport) Capital Projects			
ASSETS			
410-000.000-001.675	Cash Due from Cash/Inv Pool	1,200,477	1,204,733
410-000.000-018.001	Accounts Receivable-Manual	3,156	-
ASSETS TOTALS		1,203,633	1,204,733
LIABILITIES AND FUND EQUITY			
LIABILITIES			
410-000.000-202.000	Accounts Payable General	14,322	-
410-000.000-228.000	Due To State of Michigan	81,360	81,360
410-000.000-228.410	Due To State of Michigan	1,503	1,503
LIABILITIES TOTALS		97,185	82,863
FUND EQUITY			
410-000.000-390.000	Fund Balance-Unassigned	1,106,448	1,121,870
FUND EQUITY TOTALS		1,106,448	1,121,870
LIABILITIES AND FUND EQUITY TOTALS		1,203,633	1,204,733

Agenda

CASH DISBURSEMENT REPORT WMAA FOR CITY OF HOLLAND

EXP CHECK RUN DATES 09/01/2026 - 09/30/2026

POSTED
PAID

Invoice Number	Date Paid	Approval Department	Paid By Check Number	Vendor Name	Description	Inv Amt
766270	09/09/2026	AIR	17701	123.NET-ACH	AIRPORT - MONTHLY PHONE BILL	620.00
30980	09/03/2026	AIR	17646	ADB SAFEGATE AMERICAS LLC - ACH	AIRPORT - TAXIWAY LIGHTS	1,102.76
3463253	09/03/2026	AIR	96891	ARROWASTE INC.	AIRPORT - MONTHLY TRASH SERVICES	57.83
AUGUST 2026	09/24/2026	AIR	17808	AVFLIGHT HOLLAND CORPORTATION - ACH	AIRPORT - FBO CHARGES AUGUST 2026	9,574.28
27887	09/10/2026	AIR	96892	BOILEAU & CO.	AIRPORT - MONTHLY RETAINER & OTHER CHARGES	4,189.75
43857184	09/17/2026	AIR	17760	CANON FINANCIAL SERVICES INC. - ACH	AIRPORT - MONTHLY RENTAL CHARGE FOR CANNON COPY MA	299.80
2027-00279	09/24/2026	AIR	97180	CITY OF HOLLAND TREASURER	AIRPORT - CITY OF HOLLAND MOWING SERVICES	1,428.65
2027-00246	09/17/2026	AIR	96989	CITY OF HOLLAND TREASURER	AIRPORT - CITY OF HOLLAND GROUNDS MAINTENANCE SERV	233.24
392557	09/24/2026	AIR	17811	CUNNINGHAM DALMAN P.C.	AIRPORT - ATTORNEY FEES - SPACE SOURCE, INC	26.00
392558	09/24/2026	AIR	17811	CUNNINGHAM DALMAN P.C.	AIRPORT - ATTORNEY FEES - CLAY LACY AVIATION	1,404.00
392559	09/24/2026	AIR	17811	CUNNINGHAM DALMAN P.C.	AIRPORT - ATTORNEY FEES - VECTOR AIRPORT SYSTEMS	99.00
392554	09/24/2026	AIR	17811	CUNNINGHAM DALMAN P.C.	AIRPORT - ATTORNEY FEES - GENERAL MATTERS	104.00
392556	09/24/2026	AIR	17811	CUNNINGHAM DALMAN P.C.	AIRPORT - ATTORNEY FEES - INTERIM & NEW AIRPORT DI	1,794.00
392555	09/24/2026	AIR	17811	CUNNINGHAM DALMAN P.C.	AIRPORT - ATTORNEY FEES - NORTH TAXILANE PROJECT	78.00
BPW 8/8/26-9/8	09/24/2026	AIR	97181	HOLLAND BOARD OF PUBLIC WORKS	AIRPORT - MONTHLY BPW BILLING	2,957.26
1812	09/24/2026	AIR	97182	JOSE S MARROQUIN MELENDDEZ	AIRPORT - MONTHLY CLEANNING SERVICE	765.00
OCT 2026	09/24/2026	PAY	17828	MADISON NATIONAL LIFE CO, INC - ACH	LIFE INSURANCE	5,893.22
CHICAGO TRIP	09/10/2026	AIR	96893	MATTHEW NEYENS	AAAE CONFERENCE REIMBURSEMENT PACKAGE	230.55
414187	09/24/2026	AIR	17829	MEAD & HUNT INC - ACH	AIRPORT - PROFESSIONAL SERVICES AUG 2026/R0819900-	1,415.46
82937	09/17/2026	AIR	17786	MENARDS INC - ACH	AIRPORT - SUPPLIES PICKED UP TO WORK ON BACK ENTRY	196.75
MAY 2026 SALES	09/03/2026	FIN	17683	MICHIGAN DEPT OF TREASURY - ACH	AIRPORT	43.50
REGISTRATION	09/24/2026	AIR	17857	MICHIGAN WEST COAST CHAMBER OF COMMERCE	AIRPORT - RESISTRATION FOR DEVIN SHEA & MATT NEYEN	20.00
3547315666	09/24/2026	AIR	17857	PCARD - ADOBE PURCHASES	AIRPORT - SUBSCRIPT ACROBAT PRO/MATT	21.19
112-5500051-56	09/24/2026	AIR	17857	PCARD - AMAZON PURCHASES	AIRPORT - PART FOR FLIGHT SIMULATOR	60.54
G174995711	09/24/2026	AIR	17857	PCARD - MICROSOFT PURCHASES	AIRPORT - MICROSOFT SUBSCRIPTION/MATT	53.55
890290366	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - VALET SERVICES WHILE ATTENDING CHICAGO C	148.00
828137286727	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - MEAL FOR MATT TO/FROM THE CHICAGO CONFER	12.92
40065622338	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - HOTEL STAY FOR MATT WHILE AT CHICAGO CON	745.53
17871747044	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - TOLLS PAID TO/FROM CONFERENCE IN CHICAGO	2.00
17871736778	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - TOLL PAID WHILE TRAVELING TO/FROM CONFER	4.90
HKWT	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - MEAL FOR MATT WHILE AT CONFERENCE IN CHI	18.24
735981	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - MEAL FOR MATT WHILE AT MEETING IN CHICAG	16.61
#56	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - MEAL FOR MATT WHILE AT CONVENTION	44.46
0205744	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - BIG APPLE BAGELS ORDER FOR 15TH FLYIN AT	45.05
97712498545264	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - TABLE CLOTH FOR SHOWS/MATT	26.00
11-14877-49953	09/24/2026	AIR	17857	PCARD - MISC	AIRPORT - CREDIT ON PREVIOUS PURCHASED ITEM ON EBA	(662.00)
12486097	09/10/2026	AIR	96894	RAPID FIRE PROTECTION, INC	AIRPORT - REPAIR WORK DONE IN THE TUNNEL	40.00
RR-CINV-004635	09/09/2026	FIN	17733	REHMANN ROBSON PC - ACH	WMAA PYMT #1	8,010.00
RR-CNIV-004635	09/17/2026	FIN	17792	REHMANN ROBSON PC - ACH	WMAA PAYMENT #2	890.00
2026-09 WMAA	10/01/2026	FIN	17901	SEMCO ENERGY GAS COMPANY - ACH	GAS	69.98
AUG 2026	09/03/2026	AIR	17684	SEMCO ENERGY GAS COMPANY - ACH	AIRPORT SEMCO BILL	77.12
231408988	09/17/2026	AIR	17801	TRU GREEN LIMITED PARTNERSHIP - ACH	AIRPORT - TRUGREEN INVOICE THROUGH THE CITY OF HOL	73.66
1060084743	09/17/2026	AIR	17806	WEST MICHIGAN UNIFORM - ACH	AIRPORT - MONTHLY CLEANING SUPPLIES	174.84
1060074057B	09/09/2026	AIR	17743	WEST MICHIGAN UNIFORM - ACH	AIRPORT - MONTHLY SUPPLIES	29.00
Report Total:						42,434.64

Madison Life Ins. airport portion is \$18.64

Agenda

AGED ACCOUNTS RECEIVABLE REPORT FOR CITY OF HOLLAND

Balances Calculated as of 10/07/2026

Account # Name	Invoice #	Due Date	Current	Over 30	over 60	over 90	over 120	Total
Notes								
01119 BROWN TRANSPORT	2027-00214	10/01/2026	1,826.01	0.00	0.00	0.00	0.00	1,826.01
05112	2027-00215	Notes: OCT 26 LAND LEASE FEE 10/01/2026	828.71	0.00	0.00	0.00	0.00	828.71
	2027-00242	Notes: OCT 26 FLIGHT SCHOOL FEES 10/01/2026	900.00	0.00	0.00	0.00	0.00	900.00
		Notes: OCT - DEC 26 T-HANGAR LEASE FEE	1,728.71	0.00	0.00	0.00	0.00	1,728.71
GRAND TOTALS:			3,554.72	0.00	0.00	0.00	0.00	3,554.72
POSTED AMOUNTS:								3,554.72
NON-POSTED AMOUNTS:								0.00

Billing Item Breakdown

AIR FLIGHT S	828.71	0.00	0.00	0.00	0.00	0.00	828.71
HANGER LAND	1,826.01	0.00	0.00	0.00	0.00	0.00	1,826.01
HANGER RENTA	900.00	0.00	0.00	0.00	0.00	0.00	900.00

Agenda

West Michigan Airport Authority

60 Guerink Blvd, Holland, MI 49423

P (616) 414-0726

Comprising City of Zeeland, Park Township and City of Holland



To: West Michigan Airport Authority

From: Matt Neyens, Airport Manager

Re: FY 2027 Budget Amendment

Date: October 1, 2026

Proposed FY2027 October Budget Amendment

Revenue:

Account	Current budget	Proposed change	Amended budget
110-000.000-615.830 Landing Fees	\$27,000	\$33,000	\$60,000

Vector estimated approximately \$96,700 in annual gross landing-fee collections. Vector's 18% collection fee would total approximately \$17,406, resulting in estimated annual net revenue of \$79,294.

Because the program began September 1, the Airport will receive revenue from Vector for only ten months of FY2027. A straight-line ten-month calculation would produce approximately \$66,078 in net revenue from Vector.

However, July and August are typically busier than the winter months, and those months were included in the activity used to develop Vector's annual estimate. To account for the seasonal slowdown, collection uncertainty, exemptions, and the fact that this is a new program, the proposed budget assumes \$55,000 in net Vector revenue from September through June.

When combined with the \$4,530.50 collected during July and August under the previous system, estimated FY2027 landing-fee revenue is approximately \$59,500. The recommended amended landing-fee revenue budget is \$60,000. This is approximately \$10,600 below the straight-line FY2027 calculation.

Agenda

West Michigan Airport Authority

60 Guerink Blvd, Holland, MI 49423

P (616) 414-0726

Comprising City of Zeeland, Park Township and City of Holland



General Fund expenditure:

Account	Current budget	Proposed change	Amended budget
110-595.100-809.001 Contractual Misc. Consulting	\$0	\$10,000	\$10,000
110-595.100-903.000 Printing Advertising/Promotional	\$15,000	\$5,000	\$20,000
110-595.100-723.200 Unemployment Compensation Insurance	\$0	\$8,100	\$8,100
110-595.100-808.803 Contract Buildings and Grounds Mowing	\$0	\$10,000	\$10,000
110-595.100-701.000 Payroll Regular	\$89,300	\$11,900	\$101,200
110-595.100-710.000 Payroll Vacation/PTO	\$5,700	\$800	\$6,500
110-595.100-712.000 Payroll Holidays	\$3,800	\$500	\$4,300
110-595.100-711.000 Payroll Comp Time, subject to account confirmation	\$0	\$6,500	\$6,500
110-595.100-720.005 Health Insurance	\$0	\$8,188.83	\$8,188.83
110-595.100-720.010 Dental Insurance	\$0	\$889.34	\$889.34
110-595.100-720.006 Health Insurance Opt-Out	\$3,000	(\$2,250)	\$750
110-595.100-721.005 MERS Pension Contribution	\$8,100	\$860	\$8,960
110-595.100-723.000 Employer FICA/Medicare	\$9,800	\$1,300	\$11,100
110-595.100-740.000 Operating Supplies	2500	\$4,000	\$6,500
110-595.100-812.115 FBO Snowplowing	\$100,000	(\$4,000)	\$96,000
Change Total:		+ \$61,067	

The West Michigan Airport Authority will provide the public with state-of-the-art global air access to strengthen the local economy and improve the area's quality of life.

Agenda

West Michigan Airport Authority

60 Guerink Blvd, Holland, MI 49423

P (616) 414-0726

Comprising City of Zeeland, Park Township and City of Holland



The purpose of each amendment is as follows:

1. Hope College Center for Leadership Program, \$10,000

This would allow the Executive Director to work with four Hope College students and an industry professional to update and develop the Airport's management and administrative documents. In addition to the completed work products the Airport would receive, the program would create a valuable community partnership with a well-known and respected local institution.

Contractual Misc. Consulting is the most appropriate account because the program will provide professional assistance and completed work products for the Airport.

2. Terminal mural project, \$5,000

Adding \$5,000 to the Printing Advertising/Promotional account appears to be the best fit for the terminal mural project. The mural is intended to enhance the terminal, highlight the Airport and surrounding community, and generate additional public interest through the call for artists and related promotion.

The Airport is also applying for a grant that may reimburse some or all of the project costs. If awarded, the related grant revenue can be recognized through a future budget amendment.

3. Unemployment compensation, \$8,100

The unemployment compensation account already exists but currently has a zero appropriation. An appropriation of \$8,100 is needed based on the invoice received from the State of Michigan on September 30, 2026.

4. Contract mowing, \$10,000

The Contract Buildings and Grounds Mowing account already exists but currently has a zero appropriation. This would provide funding for mowing performed by the City or another contractor when work is required outside the Avflight mowing arrangement.

5. Salary and related employer costs

The amended allocations use the same percentages currently applied among regular wages, vacation and PTO, and holiday wages.

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West Michigan Airport Authority

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Comprising City of Zeeland, Park Township and City of Holland



The related MERS pension contribution, employer FICA and Medicare, long-term disability, and workers' compensation accounts should also be adjusted as applicable.

6. Comp-time payments

Winter comp time is highly dependent on the amount and timing of snowfall and cannot be predicted precisely. For budget purposes, the estimate assumes approximately 20 additional hours per month from October through March, totaling 120 hours.

At the current hourly rate of \$53.64, the maximum estimated cost is \$6,436.80. The proposed appropriation is rounded to \$6,500.

Finance should confirm that 110-595.100-711.000 is the appropriate account and determine whether any portion of the estimated hours will be placed in the Executive Director's bank rather than paid during FY2027. Finance should also include any associated employer FICA, pension, or other mandatory costs.

7. Health and dental benefits

The Executive Director received the \$250 monthly health insurance opt-out credit from July through September, totaling \$750. Health and dental coverage began in October.

The amendment reduces the health insurance opt-out appropriation from \$3,000 to \$750 and reallocates the remaining funding toward the Airport's employer health and dental costs. The calculated employer costs for October through June are \$8,188.83 for health insurance and \$889.34 for dental insurance.

8. Operating Supplies

Runway De-ice Material is a snow removal expense; however the budget currently has two snow General ledger accounts that don't allow for this expense to be paid in that category. Add budget from the FBO services line will allow for this to be properly allocated.

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Capital Fund Expenditure:

Account	Current budget	Proposed change	Amended budget
410-595.100-931.100 Building and Grounds Maintenance, Fix It First	\$0	\$15,000	\$15,000
410-595.000.974.000 Land Improvements	\$546,660	\$58,000	\$604,660
Change Total:		\$73,000	

The Fix-it-First account would provide dedicated funding to address unanticipated facility repairs and maintenance needs as they arise. The appropriation would be supported by unassigned Capital Fund balance. The added funds to the land improvement general fund would allow for proper payment of this overage until the amendment is secured.

Recommendation to the Board

It is recommended that the West Michigan Airport Authority approve the FY2027 October budget amendment to recognize additional landing-fee revenue from the Vector Airport Systems program and provide appropriations for the Hope College Center for Leadership program, the terminal mural project, unemployment compensation, contract mowing, updated salary and employee benefit costs, and anticipated comp-time payments.

It is further recommended that the Authority establish a \$15,000 Building and Grounds Maintenance, Fix It First appropriation in the Capital Fund.

The General Fund amendment would be supported by current revenues and, if necessary, unassigned General Fund balance. The Fix It First appropriation would be supported by unassigned Capital Fund balance.

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Purchase of City of Holland Snowplow Truck



Background

As part of our continued efforts to improve the Airport's snow removal capabilities and reduce our reliance on Avflight's aging equipment, I have been working with the City of Holland on the potential purchase of one of its retiring snowplow trucks.

The City is replacing several vehicles in its snow removal fleet and has identified Truck #103 as available for purchase by approximately November 1, 2026.

The vehicle is a 2010 International 7400 snowplow truck with approximately 87,000 miles, a 35,000-pound GVWR, a 10-foot dump box, a 12-foot underbody blade, and an 11-foot front plow. Given these Specs it make it adequately equipped to remove snow on our runway and taxiways.

This truck would provide the Airport with a larger, dedicated snow removal vehicle capable of plowing our runway, taxiways, and other paved areas. It would complement our recently acquired F-250 and Oshkosh broom and provide additional reliability as we continue taking a more active role in winter operations.

Purchase Price and Valuation

The City has proposed a purchase price of approximately \$21,500, which includes the front plow assembly and minor repairs prior to the sale.

To establish a fair value, the City obtained a trade-in estimate from West Michigan International and reviewed comparable municipal equipment auction sales.

Valuation Reference	Amount
West Michigan International estimated trade-in value	\$16,000–\$18,000
May 2026 auction: 2008 International 7400	\$20,701
July 2022 auction: 2007 Sterling L7500 with plow	\$23,500
City's proposed selling price	\$21,500

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Budget Impact



The FY2027 Capital Fund includes \$75,000 under account 410-595.000-977.000, Machinery & Equipment General.

The proposed purchase would be funded through this existing capital allocation and would not require an increase to the approved budget, provided sufficient funds remain available.

Airport Director's Recommendation

I believe this is a good opportunity for the Airport to acquire a capable snow removal vehicle at a reasonable price.

The City has maintained this truck as part of its municipal fleet, and the proposed price is supported by comparable equipment sales. Acquiring the truck would strengthen our snow removal capabilities, provide additional backup equipment, and help position the Airport for greater independence in winter operations.

I recommend that the Board authorize the purchase of City of Holland Truck #103 for an amount not to exceed \$22,000, utilizing funds already allocated in the FY2027 Capital Budget.

Suggested Motion

Motion to authorize the Airport Director to purchase City of Holland Truck #103, a 2010 International 7400 snowplow truck, for an amount not to exceed \$22,000, utilizing funds from the FY2027 Capital Fund, Machinery & Equipment General account, 410-595.000-977.000.

PARKING SPACE LICENSE AGREEMENT

THIS PARKING SPACE LICENSE AGREEMENT (the “Agreement”) is made and entered into this **Twelfth (12) day of October, 2026**, by and between the **West Michigan Airport Authority**, a Michigan Community Airport Authority formed in accordance with Act 206 of the Public Acts of 1957, as amended, MCL 259.621, with offices at 60 Geurink Blvd., Holland, Michigan 49423 (the “Licensor”), and **MID-MICHIGAN RENTAL CARS, LLC d/b/a FLY DRIVE**, 12908 East Washington Rd., Reese, Michigan 48757 (“Licensee”).

Recitals

- A. Licensor operates West Michigan Regional Airport (ICAO: KBIV), located at 60 Geurink Blvd., Holland, Michigan 49423 (the “Airport”).
- B. Licensee rents vehicles to its customers (“Licensee’s Business”). Licensee has requested a license to utilize mutually agreed-upon parking space(s) at the Airport to park vehicles to be used in Licensee’s Business.
- C. Licensor has agreed to grant Licensee a limited license to use parking space(s) at the Airport on the terms and conditions herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Recitals set forth above are incorporated into this Agreement.
2. By executing this Agreement, Licensor is not transferring, assigning, waiving, or giving up any rights to the Airport or the Space(s) (as defined below), including, but not limited to, the right to maintain, operate and use the Airport as Licensor deems reasonable in its sole discretion.
3. Subject to Licensee’s compliance with the terms of this Agreement, Licensor grants Licensee a non-exclusive license to use **Three (3)** mutually agreed-upon parking space(s) in the parking area of the Airport (the “Space(s)”) to park motor vehicle(s) to be utilized in Licensee’s Business from **November One (1), 2026** through **November 30, 2027**. Unless this Agreement is renewed or extended in writing by both parties, Licensee shall not have any rights to the Space(s) after the term of this Agreement. In consideration for the license granted herein, upon execution of this Agreement, Licensee shall pay Licensor a license fee of **\$200.00 per Space per year**, prorated for any partial year (the “License Fee”).
4. The parties shall mutually agree on the location of the Space(s), as determined by the Airport Manager. Notwithstanding the foregoing, the location of the Space(s) may be changed from time to time by Licensor, in Licensor’s reasonable discretion, as determined by the Airport Manager, upon written notice to Licensee. Licensee shall relocate its vehicle(s), equipment, and other personal property to the newly designated Space(s) within the time period specified in such notice, or, if no time period is specified, within forty-eight (48) hours after receipt of the notice. Licensor may require such relocation whenever Licensor determines that it is necessary or desirable for Airport operations, maintenance, repair, construction, safety, security, regulatory compliance, or efficient utilization of Airport property. Licensee and/or its agents, customers or clients shall not park or store a vehicle in any location at the Airport not approved by Licensor or in any location that interferes with Licensor’s operation, maintenance or repair of the Airport. If Licensee’s vehicle is parked in a location other than the Space(s) or in a location that

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Licensor determines interferes with Licensor's operation, maintenance or repair of the Airport, Licensor may have Licensee's vehicle towed at Licensee's expense.

5. Nothing herein shall constitute or be construed to create a joint venture or partnership between Licensee and Licensor. Licensor shall have no obligation to operate or assist Licensee in the operation of Licensee's Business. Licensor has no interest in Licensee's Business. Licensee shall not represent that Licensor is affiliated with Licensee or Licensee's Business.

6. Licensee releases, waives and discharges Licensor and Licensor's employees, contractors, agents, officials, insurers, representatives and volunteers from all liability, claims, demands, actions, damages, costs, fees (including attorney fees), and causes of action arising out of Licensee's use of the Space(s) or operation of Licensee's Business. Licensee shall defend, indemnify and hold harmless the Licensor and Licensor's employees, contractors, agents, insurers, officers, representatives and volunteers from all liability, claims, demands, actions, damages, costs, fees (including attorney fees), and causes of action arising out of or in any way related to Licensee's use of the Space(s) or operation of Licensee's Business.

7. Regardless of fault or theory of relief, in no event shall Licensor be liable to Licensee or the Licensee's employees, guests, invitees, agents, or contractors or to any third party for an amount in excess of the License Fee paid hereunder for any liability, claims, demands, actions, damages, costs, fees (including attorney fees), and causes of action or the like arising in any way from Licensee's use of the Space(s) and/or this Agreement.

8. Licensee shall be responsible for any damage caused to the Airport or the Space(s) by Licensee or Licensee's employees, agents, customers or clients. Throughout the term of this Agreement, Licensee shall maintain at its sole expense: (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage; and (b) automobile liability insurance covering all owned, non-owned, and hired vehicles used in connection with Licensee's activities at the Airport, with limits of not less than \$1,000,000 combined single limit per accident. Licensor shall be identified as a certificate holder on the certificates of insurance evidencing the required coverage. All insurance shall be issued by insurers authorized to do business in the State of Michigan and shall provide that coverage may not be canceled or materially modified without at least thirty (30) days' prior written notice to Licensor. Licensee shall provide Licensor with certificates of insurance evidencing the required coverage.

9. Licensor may terminate this Agreement, in whole or in part, upon thirty (30) days' prior written notice to Licensee if Licensor determines, in its sole discretion, that the licensed Space is needed for Airport operations, maintenance, repair, construction, safety, security, regulatory compliance, or other Airport purposes. In such event, Licensor shall refund to Licensee the prorated portion of any prepaid License Fee attributable to the unexpired portion of the term following the effective date of termination. Such refund shall be Licensee's sole and exclusive remedy arising from the termination, and Licensor shall have no obligation to provide substitute space or compensate Licensee for relocation costs, business interruption, or any other damages.

10. This Agreement is binding on the parties hereto. This Agreement may be assigned by Licensor at any time. Licensee may not assign its rights or obligations pursuant to this Agreement without the express written consent of Licensor. This Agreement does not run with the property and shall not be recorded with any register of deeds.

11. Once this Agreement is signed by all parties, it will constitute a binding final agreement. This Agreement may be executed in counterparts, but all such counterparts, taken together, shall constitute one and the same Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

12. This Agreement constitutes the entire understanding between the parties and supersedes all prior written agreements and oral understandings between them regarding the subject matter of this Agreement.

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There are no representations, agreements, arrangements, or understandings, oral or written, between the parties to this Agreement, relating to the subject matter of this Agreement, that are not fully contained in this Agreement.

West Michigan Airport Authority

By: _____

Its: _____

Dated: _____

MID-MICHIGAN RENTAL CARS, LLC d/b/a FLY DRIVE

By: _____

Its: _____

Dated: _____