



L. BROOKS PATTERSON - OAKLAND COUNTY EXECUTIVE
**OAKLAND COUNTY
 PURCHASING DIVISION**

OAKLAND INTERNATIONAL AIRPORT

SNG

**AMENDMENT / CHANGE ORDER
 OF CONTRACT 1180**

AMENDMENT 5

AMENDMENT DATE: June 11, 2008

This AMENDMENT / CHANGE ORDER OF CONTRACT 1180 (hereafter this "Amendment") is made and entered into by and between DLZ MICHIGAN INC named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND named and identified below, (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
DLZ MICHIGAN INC	1425 KEYSTONE AVE
	LANSING MI 48909

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agrees that any and all defined words or phrases in the current Contract between the parties will apply equally to and through out the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:
 Please increase the not to exceed amount by \$85,900.00 from \$196,800.00 for a new total of \$282,700.00 for Vegetation Management Plan and Categorical Exclusion at Oakland County International Airport. These services are outlined in Exhibit A, titled Scope of Services, Vegetation Management Plan and Short Form Environmental Assessment prepared by the contractor and submitted to the Airport on March 19, 2008. Exhibit A is attached to this current contract amendment form and will be incorporated into this contract.



L. BROOKS PATTERSON - OAKLAND COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

FOR THE COUNTY OF OAKLAND:

BY:

Oakland County Purchasing Division
Jack Sato Smith - Manager
or
Scott Guzzy - Chief

DATE:

6-13-08

FOR THE CONTRACTOR:

By:

DLZ MICHIGAN INC
fred Pizualk, P.E.
President

DATE:

6/12/08

cjf

EXHIBIT A - SCOPE OF SERVICES

VEGETATION MANAGEMENT PLAN AND SHORT FORM ENVIRONMENTAL ASSESSMENT

Oakland County International Airport

This scope of services has been prepared by DLZ Michigan, Inc. (DLZ) to prepare a vegetation management plan and short form Environmental Assessment (EA) for the Oakland County International Airport. The short form EA to be used will be the approved format of the Great Lakes Region of the Federal Aviation Administration (FAA) and will be prepared in accordance with the National Environmental Policy Act (NEPA) and FAA guidelines. All work will meet the requirements of FAA Orders 5050.4B, "Airport Environmental Handbook", and 1050.1E, "Policies and Procedures for Considering Environmental Impacts".

The following main tasks are included and described in this scope of services:

- Task 1 - Start-up and Collection of Existing Information
- Task 2 - Resource Investigations
- Task 3 - Early Agency Coordination
- Task 4 - Purpose and Need
- Task 5 - Alternatives
- Task 6 - Prepare and Revise Short Form EA
- Task 7 - Prepare Amended Short Form EA and FONSI (if applicable)
- Task 8 - Public Involvement
- Task 9 - Develop Vegetation Management Plan for RPZ
- Task 10 - Develop Prescription Burn Plan
- Task 11 - Project Management and Meetings

In addition, a proposed schedule and a list of assumptions are included at the end of this scope.

TASK 1: START-UP AND COLLECTION OF EXISTING INFORMATION

During this task, DLZ will contact representatives from the Oakland County International Airport (OCIA) and Michigan Department of Transportation - Bureau of Aeronautics and Freight Services (AERO) to discuss a variety of issues including: project schedule and scope, lines of communication, key project issues, information needed from OCIA and AERO, and any other topics relevant to the initial work to be completed by DLZ.

DLZ will collect existing information that applies to the project including base mapping, aerial photos, electronic files for the ALP from the designer (Peckham), and any other planning-related data prepared during previous planning efforts.

TASK 2: RESOURCE INVESTIGATIONS

DLZ will identify resources that could be potentially impacted by the Proposed Action through interviews with airport personnel, meetings, review of existing data, and field reconnaissance. DLZ will only investigate those resources/issues that may be impacted by the Proposed Action, and the amount of effort expended on each issue will be directly related to its importance and the likely magnitude of impacts. For all of the issues where impacts are possible, DLZ will identify the existing conditions, the likely environmental consequences (impacts) caused by the Proposed Action, and potential mitigation measures to reduce negative impacts. This evaluation process will differ among the resources involved and may include collection of data, field visits, agency coordination, mapping, and impact calculations. DLZ will utilize existing information to the greatest extent possible. The EA will address the following issues:

- Noise
- Compatible Land Use
- Social Impacts
- Induced Socioeconomic Issues
- Air Quality
- Water Quality
- Section 4(f) of the DOT Act
- Cultural Resources
- Biotic Communities
- Threatened and Endangered Species
- Wetlands
- Floodplains
- Coastal Zone Management Program
- Contamination/Hazardous Materials
- Solid Waste Impacts
- Construction Impacts
- Coastal Barriers
- Wild and Scenic Rivers
- Farmland
- Energy Supply and Natural Resources
- Light Emissions
- Environmental Justice

The following sections describe DLZ's approach for each issue.

Noise

It is assumed that no noise study will be required as the Proposed Action will not increase the number of operations or the capacity of the airport. Therefore, it was assumed that no noise study will be required because there will not be noise impacts as defined by FAA.

Compatible Land Use

An analysis of the potential impact of the Proposed Action on adjacent land use will be conducted by reviewing existing and future land use maps for the surrounding area. A detailed land use survey will not be performed.

Social Impacts

The impacts to the park, as a result of the clearing, grubbing, and possibly burning within the RPZ, will be documented in the EA. DLZ will also identify and document in the EA any public controversy regarding the impacts to the park and how the public concerns were identified, addressed, and mitigated.

Induced Socioeconomic Impacts

Induced economic impacts are not anticipated. A detailed analysis of the economic contribution of the airport to the regional economy and verification or updating of socioeconomic data and demographic forecasts is beyond the scope of services.

Air Quality

In accordance with FAA Order 5050.4B, DLZ has assumed that there is no potential for significant air quality impacts and that an air quality analysis will not be required. If coordination during the project indicates that an air quality analysis is required, DLZ will coordinate with the client regarding an

amendment to the contract to conduct this analysis. It is assumed that the proposed prescription burning falls within the statewide Smoke Management Plan approved by MDEQ and Region 5 EPA and the activity will not adversely impact air quality.

Water Quality

The water quality analysis will assess potential impacts to the following:

- Water resources
- Water uses
- Water quality
- Storm water drainage
- Groundwater hydrology
- Sewage and wastewater treatment

The water quality analysis will include a review of potential surface water and groundwater impacts. The analysis will qualitatively identify issues resulting from siltation, runoff, dredge and/or fill activities in navigable waters, and aquifer or well contamination. The proposed action is not anticipated to result in water quality issues.

DOT Act Section 4(f)

Based upon initial coordination, DLZ anticipates Section 4(f) lands being impacted. DLZ will assess the direct or indirect impacts to Section 4(f) lands (public parks, recreation areas, wildlife and waterfowl refuges of national, state or local significance, and historic sites of national, state or local significance). DLZ will also analyze the 4(f) impacts to determine if a net loss would occur. This evaluation will also analyze avoidance and minimization options. DLZ will conduct the necessary Section 4(f) coordination and documentation within the EA.

Cultural Resources

No impacts to Cultural Resources are anticipated by the proposed action, and DLZ will briefly coordinate with SHPO to obtain their opinion regarding the Finding of Effect. If specific field investigations are required by SHPO, this will require a contract modification.

Biotic Communities

DLZ will conduct background research and a general field review of the project area to characterize its plant and animal communities. DLZ will prepare a description of the communities that would be impacted by the Proposed Action. The description will identify sensitive areas, areas of disturbance, and areas of potential habitat conversion.

Threatened and Endangered Species

Recent previous coordination with MDNR and USFWS concluded that the RPZ does not contain habitat for rare, threatened or endangered species. DLZ will perform an updated database search and confirm that no species of concern are to be impacted.

These services do not constitute a Biological Assessment or detailed surveys that may be required for specific protected species. If specific surveys and mitigation programs are required, this will require a contract amendment.

Wetlands

Based on preliminary information and a site inspection, no wetlands are anticipated to be impacted.

Wetland delineations, surveying, permitting, quantitative functional analysis, a search for mitigation sites, surveys at mitigation sites, and detailed or conceptual wetland mitigation design is not included in this scope of services and would require a contract amendment.

Floodplains

Based on the Flood Insurance Rate Maps (FIRM) for Oakland County, preliminary investigations indicate that the Proposed Action will not impact regulated floodplains. This will be documented in the EA.

Coastal Zone Management Program

OCIA is not located in a coastal zone management area. This will be documented in the EA.

Coastal Barriers

OCIA is not located in a coastal barrier area. This will be documented in the EA.

Wild and Scenic Rivers

OCIA is not located adjacent to or near any wild or scenic rivers. This will be documented in the EA.

Farmland

No farmland impacts are anticipated resulting from the proposed action.

Energy Supply and Natural Resources

No energy supply and natural resource impacts are anticipated resulting from the proposed action.

Light Emissions

DLZ will evaluate the impact of the Proposed Action in terms of airport-related light emissions impacting off-airport land uses. The data collection element of the light emission task will identify existing and future airport lighting included in the Proposed Action. This information will be qualitatively assessed in the EA.

Solid Waste Impact

No solid waste impacts are anticipated from the proposed action.

Construction Impacts

The likely short-term environmental impacts related to construction of the Proposed Action will be assessed and documented in the EA. The analysis will focus on the following issues:

- Construction noise
- Air pollution/fugitive dust
- Water pollution
- Solid waste removal
- Operation of the airport during construction

The construction impact assessment will include a general description of the type and nature of each construction activity and the nature of the impact and its associated mitigation method. Reference shall be made to AC 150/5370-10, "Standards for Specifying Construction of Airports," Item P-156, "Temporary Air and Water Pollution, Soil Erosion and Siltation Control," and State of Michigan regulations.

Contamination/Hazardous Materials

No contamination/hazardous materials impacts are anticipated resulting from the proposed action.

Environmental Justice

No environmental justice impacts are anticipated resulting from the proposed action.

TASK 3: EARLY AGENCY COORDINATION

DLZ will send scoping letters to regulatory agencies with jurisdiction over specific resources or airport requirements. These letters will provide information about the project and request that the agencies provide response letters identifying any concerns, issues, or mitigation requirements. If needed, agency representatives will also be contacted by phone to discuss issues where more information is needed. Relevant issues identified during this process will be addressed in the EA. If issues are identified which are beyond this scope of services, they will promptly be brought to the attention of OCIA and AERO along with a suggested course of action.

TASK 4: PURPOSE AND NEED

This task will consist of identifying the specific problem to be addressed by the project, the requested Federal action, and the time frame for such action. Based on the planning information already prepared for the airport as part of the ALP process, DLZ (with input from OCIA and AERO) will prepare a Purpose and Need (P&N) statement that concisely describes the existing and future deficiencies at the airport as they relate to FAA standards. This statement will be written so that it can be easily incorporated into the short form EA that will be prepared for the project. Additionally, the statement will be used to evaluate the alternatives and justify the project's negative impacts and cost.

TASK 5: ALTERNATIVES

DLZ will coordinate with OCIA, AERO, and Peckham to collect information about a range of alternatives and their status (i.e., eliminated or still under consideration). This information will be used to prepare the alternatives section of the short form EA which describes the process of selecting the Proposed Action. Alternatives that will be described include:

- No-Action
- Use of Other Airports
- Alternative Development Concepts at OCIA
- Proposed Action

Alternatives that have been eliminated from further consideration will be described in enough detail to demonstrate why they have been eliminated. Only the Proposed Action will be described in detail using text and figures.

TASK 6: PREPARE AND REVISE SHORT FORM EA

The information generated in Tasks 2, 3, 4, and 5 will be compiled into a short form EA. In addition, the EA will include up to three figures/maps illustrating important information related to the project and its evaluation. It will also include other miscellaneous information required by relevant regulations. Once a draft of the short form EA is completed, it will be sent to OCIA and AERO for review and comments. The EA will be revised once based on these comments. Once the short form EA is revised based on

OCIA and AERO comments, it will be sent to the FAA for review and comments. The EA will be revised once based on FAA comments.

Once the short form EA is revised based on FAA comments, 30 copies of the short form EA will be prepared and distributed to the public and regulatory agencies. It is assumed that OCIA will be responsible for the official public notification regarding the short form EA.

TASK 7: PREPARE AMENDED SHORT FORM EA AND FONSI (IF APPLICABLE)

To address comments received from the public and regulatory agencies, DLZ will prepare an Amended short form EA. DLZ will also prepare a Finding of No Significant Impact (FONSI) for signature by AERO. These documents will be submitted to AERO and OCIA in draft form, and they will be revised based on their comments. These documents will then be submitted to the FAA in draft form, and they will be revised based on their comments. The final revised version will then be provided.

TASK 8: PUBLIC INVOLVEMENT

DLZ will prepare a public notice for OCIA to advertise for one public hearing in the local newspaper. DLZ will prepare for and conduct one Public Hearing for the EA and Vegetation Management Plan.

TASK 9: DEVELOP VEGETATION MANAGEMENT PLAN FOR RPZ

The primary goal of the proposed action is to secure a 50:1 approach slope for the west end of the 9R & 9L runways. This will result in significant removal of trees both within and outside the aviation easement on DNR property at the Pontiac Lake State Recreation Area. DLZ will develop a vegetation management plan to convert the existing woodland vegetation to a naturalized native prairie grassland complex. It is felt that prairie vegetation would be easier to maintain while still providing habitat that is acceptable to the MDNR mission.

The task will include the following activities:

- Develop a vegetation management plan that permanently removes height obstructions within the approaches to runways 9R & 9L and the navigation light lane. Determine maximum allowable height based on consultation with OCIA, Peckham and MDOT. DLZ anticipates the plan to be approximately 50 pages in length with up to 5 graphics included. DLZ will submit the draft to the appropriate reviewers and make one revision based on comments received.
- Determine a vegetation complex that would be suitable for the area given safety requirements, habitat interest of the DNR and with low maintenance needs.
- Coordinate with USDA-APHIS to determine if the recommended vegetation complex promotes adverse wildlife/aircraft hazard.
- Develop a phased implementation plan with cost estimates.
- Develop a 10-year maintenance plan with cost estimates.
- Develop a cost comparison for current tree maintenance practices versus the proposed vegetation management plan. Current cutting/maintenance practices and cost will need to be provided by OCIA and Peckham. This information will be included in the vegetation management plan.

TASK 10: DEVELOP PRESCRIPTION BURN PLAN

A routine management approach for prairie vegetation is prescription burning. DLZ will conduct coordination with local and state agencies to confirm requirements to utilize prescription burning as a management tool. DLZ will conduct coordination with Air Traffic to confirm weather conditions to avoid impacts to airport operations. DLZ will also coordinate with Airway Facilities to confirm required protection to avoid damage to FAA owned navigation light fixtures as a result of prescribed burning. This task will result in a burn plan that will describe suitable weather conditions, placement and condition of control lines, crew and equipment requirements, safety coordination, progression of the burn, preburn checklist and Go/No Go checklist.

TASK 11: PROJECT MANAGEMENT AND MEETINGS

Throughout the duration of the project, DLZ will perform general administrative functions including staff assignments/allocation/coordination, monitoring of the schedule and budget, preparation of meeting minutes, client coordination, and invoicing.

In addition to the Public Hearing noted in Task 8, this task includes six meetings. The six meetings will include three with each agency; kickoff/early coordination meeting, progress meeting for the interim draft report and a presentation meeting for the final vegetation management plan. The OCIA meetings will generally be prior to and partially in preparation for the MDNR meetings.

ASSUMPTIONS

A number of important assumptions are included in the scope of services description above. In addition to those already noted, the following assumptions were used in developing this scope of services and the corresponding cost estimate:

- Peckham/OCIA will provide to DLZ base mapping, the ALP, aerial photos, cost estimates for current tree cutting/maintenance methods, location of tree clearing, topographical survey, and the design for the Proposed Action (showing all facilities, elements, and disturbance limits) in electronic format.
- All coordination with other government agencies and property owners related to engineering design/facilities, property acquisition, and easement acquisition for the Proposed Action will be addressed by OCIA.
- If the initial assessment of project impacts results in a determination that a short form EA is not adequate and a full EA will be required or that an Environmental Impact Statement (EIS) is needed, a contract amendment will be required.
- OCIA will arrange for access to all properties that need to be visited by DLZ.
- The short form EA will assess the following components of the Proposed Action: a vegetation management plan and related implementation activities to convert the existing woodland complex vegetation in the RPZ to an herbaceous plant community. This proposed action is intended to provide a long-term alternative vegetation management approach to lower management costs and limit coordination issues with MDNR relating to ongoing tree removal requirements of the existing situation.
- Schedule is contingent on all comments being providing to DLZ in a timely manner.
- One round of revisions will be conducted for each deliverable.
- OCIA is responsible for costs associated with the official public notice.

SCHEDULE

DLZ's proposed schedule for the project includes the following main milestone dates (all dates refer to calendar days, not working days):

- Delivery of a draft Vegetation Management Plan and Prescription Burn Plan 90 days after receipt of notice to proceed and the design for the Proposed Action (showing all facilities, elements, and disturbance limits).
- Delivery of internal draft short form EA to OCIA and AERO for review 30 days after receiving comments from OCIA and AERO on the vegetation plan.
- Delivery of internal draft short form EA and Vegetation Management Plan to FAA for review 15 days after receiving comments from OCIA and AERO on short form EA.
- Submission of final Vegetation Management Plan and short form EA to AERO 20 days after receipt of comments from the FAA.
- Submission of amended short form EA and FONSI (if applicable) to AERO 10 days after conclusion of comment period.
- Submission of amended short form EA and FONSI (if applicable) to FAA 15 days after receipt of comments from OCIA and AERO.
- Delivery of final amended short form EA and FONSI (if applicable) 10 days after FAA comments.

FEE

DLZ's lump sum fee to complete the short form EA, Vegetation Management Plan, and Prescription Burn Plan, including all noted coordination and meetings, is Eighty-Five Thousand Nine Hundred and 00/100 Dollars (\$85,900.00).

CHECK LIST - CHANGE ORDER

<input checked="" type="checkbox"/> PROFESSIONAL SERVICES CONTRACT	<input type="checkbox"/> EXTENSION	Contract # 1180
<input type="checkbox"/> MAINTENANCE CONTRACT	<input checked="" type="checkbox"/> CHANGE (NTE) \$	Exp Date 9-30-09
<input type="checkbox"/> BLANKET CONTRACT	<input checked="" type="checkbox"/> ADDITION / DELETION	
<input type="checkbox"/> NON PURCHASING CONTRACT	<input type="checkbox"/> PRICE CHANGE	C/O # 5
<input type="checkbox"/> PURCHASE ORDER	<input type="checkbox"/> SYSTEM CHANGE ONLY	

VENDOR INFORMATION

VENDOR NAME: dlz	VENDOR #: 5897
CONTACT PERSON: wes butch	CONTACT EMAIL ADDRESS: wbutch@dlz.com
CONTACT PHONE NUMBER:	CONTACT FAX NUMBER: 517.272.7390

CHANGE INFORMATION

CHANGE EXPIRE DATE:	FROM: 9-30-08	TO: 9-30-09
CHANGE (NTE) \$ BY: 65,000.00 25,900	FROM: 196,800.00	TO: 261,800.00

SCOPE OF WORK CHANGE:

please e-mail the new c/o to wes butch for the following:

Increase the current contract expenditure amount ~~\$65,000~~ ^{85,000} for Vegetation Management Plan and Categorical Exclusion at Oakland County International Airport. These services are outlined in Exhibit A, titled Scope of Services, Vegetation Management Plan and Long Form Categorical Exclusion prepared by the contractor and submitted to to Airport on 11-27-07. Exhibits A is attached to this current contract amendmnet form and will be incorporated into this contract.

"A" is attached...thanks..scott

SEND COUNTY DEPARTMENT NOTICE TO:

Name:	Email:
Name:	Email:
Name:	Email:
Name:	Email:

TECHNICIAN INFORMATION

Technician:	Date Sent:	<input type="checkbox"/> Mailed	<input type="checkbox"/> Faxed	<input type="checkbox"/> Email	<input type="checkbox"/> Picked Up
<input type="checkbox"/> Insurance Checked	<input type="checkbox"/> Contract Updated in System	<input type="checkbox"/> Finalize in Job Log			
<input type="checkbox"/> Insurance Database Updated	<input type="checkbox"/> Added to Job Log	<input type="checkbox"/> Sent Email Notices			
<input type="checkbox"/> Contract Items Updated	<input type="checkbox"/> Delete Word File When Finished	<input type="checkbox"/> Attached Copy to System			

NOTES: to Procurement Technician / Chief / Manager

196800.00
 65000

 261800.00

Colleen Fallscheer

From: Karl W. Randall [randallk@oakgov.com]
Sent: Tuesday, June 10, 2008 3:41 PM
To: rheinr@oakgov.com; Scott Guzzy
Cc: Wes Butch; fallscheerc@oakgov.com; Dan Zay; Vicki Briggs; Molly Lamrouex
Subject: Re: [Fwd: Contract #1180, Amendment #5]

Bob/Scott,

We have the grant in hand, and the \$85,900 is the appropriate amount for the contract modification.

Please process the contract so we can get them going on this. project

Thanks.

KR

Wes Butch wrote:

Hi Bob -

Regarding the email below, last week I called Colleen Fallscheer of your office and inquired about the status of the corrected amendment. Colleen referred me to you, and I left a voice message for you. Could you please provide a status update on this revised amendment and also let me know if there is any additional information needed from DLZ in order for you to send the revised amendment paperwork? Thanks.

Wes Butch
DLZ Michigan, Inc.

----- Original Message -----

Subject: Contract #1180, Amendment #5
Date: Mon, 02 Jun 2008 12:48:42 -0400
From: Wes Butch <wbutch@dlz.com>
To: fallscheerc@oakgov.com
CC: Karl Randall <randallk@oakgov.com>, Dan Zay <dzay@dlzcorp.com>, Vicki Briggs <vbriggs@dlzcorp.com>

Hello Colleen -

6/10/2008

DLZ has received the paperwork for amendment #5 to contract 1180 which you sent to us last week - thank you. The paperwork you sent increases the DLZ fee by \$65,000 based on our proposal letter dated 11/21/07. However, at the direction of MDOT Aeronautics, this proposal letter was revised and re-submitted to Karl Randall on 3/19/08 with a revised fee of \$85,900. The funds transfer from MDOT to Oakland County was based on the 3/19/08 proposal and amount. I have attached the 3/19 letter for your use as the new exhibit A. Could you please revise the amendment to indicate that the not to exceed amount will be increased by \$85,900 for a new total of \$282,700? Thank you, and feel free to call with any questions.

Wes

6/10/2008

Robert Rhein

From: Robert Rhein [rhein@oakgov.com]
Sent: Tuesday, June 10, 2008 3:43 PM
To: 'Moyet, Carmelo'
Cc: 'Amene, Austin'; 'Hunter, Paul'
Subject: RE: Courthouse Caulking

Unless I missed something we have not received notification of the BOC approval. Therefore the contract has not been released.

Bob

-----Original Message-----

From: Moyet, Carmelo [mailto:moyetc@oakgov.com]
Sent: Tuesday, June 10, 2008 3:13 PM
To: 'Rhein, Robert'
Cc: Carmelo Moyet; Amene, Austin; Hunter, Paul
Subject: Courthouse Caulking

Bob, Chezcore is planning to visit the Courthouse site on Thursday 6/12/08 to get the lay of the land and a game plan. Do they have all their paperwork in so a contract can be signed when approved? If not, I will not meet with them until they do. Thanks.

Carmelo Moyet, Jr.

Scott Guzzy

From: Karl W. Randall [randallk@oakgov.com]
Sent: Tuesday, June 10, 2008 3:41 PM
To: rheinr@oakgov.com; Scott Guzzy
Cc: Wes Butch; fallscheerc@oakgov.com; Dan Zay; Vicki Briggs; Molly Lamrouex
Subject: Re: [Fwd: Contract #1180, Amendment #5]
Attachments: randallk.vcf

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Thanks.

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Wes Butch
DLZ Michigan, Inc.

----- Original Message -----

Subject: Contract #1180, Amendment #5
Date: Mon, 02 Jun 2008 12:48:42 -0400
From: Wes Butch <wbutch@dlz.com>
To: fallscheerc@oakgov.com
CC: Karl Randall <randallk@oakgov.com>, Dan Zay <dzay@dlzcorp.com>, Vicki Briggs <vbriggs@dlzcorp.com>

6/11/2008

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Wes

6/11/2008



March 19, 2008

Mr. Karl Randall
Airport Director
Oakland County International Airport
6500 Highland Road
Waterford, MI 48327-1649

RE: Proposal for Vegetation Management Plan and Environmental Assessment (EA)
Oakland County International Airport

Dear Mr. Randall:


Please find enclosed DLZ's revised proposal for Vegetation Management Plan and EA at Oakland County International Airport. This new proposal replaces the previous version provided to your office on November 21, 2007. The new proposal includes the additional scope of work for the following items as requested by Molly Lamreaux of MDOT: public hearing, preparation of short form EA, and cost comparison versus current vegetation management practices.

It is our understanding that this new work will be contracted as an amendment to the existing professional services agreement between DLZ and Oakland County (dated December 16, 2005). If you are in agreement with the proposed scope and fee, please sign and date and return one copy of the attached approval form that will serve as the official approval of this contract amendment.

If you have any questions, please contact Mr. Wes Butch of our office. We greatly appreciate the chance to work on this project and look forward to its successful completion.

Very truly yours,

DLZ MICHIGAN, INC.



Fred Pezeshk, P.E., S.E.
President

FP/WAB/ms

Attachment

M:\Proposals\2007\MDOT 2007\BOA\OCIA_RPZ_Vegetation Mgmt\EA Transmittal Letter (03-19-08).doc

CONTRACT # 1180



OAKLAND COUNTY
INTERNATIONAL AIRPORT

NOV 26 2007

November 21, 2007

Mr. Karl Randall
Airport Director
Oakland County International Airport
6500 Highland Road
Waterford, MI 48327-1649

RE: Contract for Vegetation Management Plan and Categorical Exclusion (CE)
Oakland County International Airport

Dear Mr. Randall:

Please find enclosed DLZ's proposal for Vegetation Management Plan and CE at Oakland County International Airport. The proposal addresses developing a vegetation management strategy within the RPZ area on DNR owned land near OCIA. The proposal also includes the environmental clearance required to implement the resulting plan. The scope includes coordination with OCIA, MDOT Aeronautics, and other relevant agencies.

It is our understanding that this new work will be contracted as an amendment to the existing professional services agreement between DLZ and Oakland County (dated December 16, 2005). If you are in agreement with the proposed scope and fee, please sign and date and return one copy of the attached approval form that will serve as the official approval of this contract amendment.

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Very truly yours,

DLZ MICHIGAN, INC.

Fred Pezeshk, P.E., S.E.
President

FP/SGM/kmr

Enclosure

M:\Proposals\2007\MDOT 2007\BOA\OCIA_RPZ Vegetation Mgmt\Transmittal Letter.doc

1425 Keystone Avenue • Lansing, Michigan 48911 • (517) 393-6800 • FAX (517) 272-7390
P.O. Box 22127 • Lansing, Michigan 48909-2127
With Offices Throughout The Midwest
www.dlz.com



Approval of DLZ's Proposed Scope and Fee

Oakland County accepts DLZ Michigan, Inc.'s proposed Scope of Services for the Oakland County International Airport Vegetation Management Plan and CE. Oakland County also accepts DLZ's proposed lump sum fee of Sixty-Five Thousand and 00/100 Dollars (\$65,000.00) and hereby instructs DLZ to commence work on these services. All terms and conditions included in the original contract between Oakland County International Airport and DLZ (dated December 16, 2005) remain in effect and apply to these additional services.

Authorized Signature

Printed Name

Title

Date

Witness Signature

MICHIGAN DEPARTMENT OF TRANSPORTATION
COUNTY OF OAKLAND
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and County of Oakland, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Oakland County International Airport, whose associated city is Pontiac, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated March 25, 2008, attached hereto and made a part hereof.

PROJECT DESCRIPTION: PREPARATION OF A VEGETATION MANAGEMENT PLAN.

WITNESSETH:

WHEREAS, the PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

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

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

NOW, THEREFORE, the parties agree:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 2, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

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

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

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

4. With regard to audits and record-keeping,
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter

referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.

- b. Audit and Inspection. The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097(10i), as applicable, that is in effect at the time of Contract award with regard to audits.

- i. Agencies expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds from one or more funding sources in their fiscal year will comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The SPONSOR will submit two (2) copies of:

- The Reporting Package
- The Data Collection Package
- The management letter to the SPONSOR, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

- ii. Agencies expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that a circular audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the DEPARTMENT federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

- iii. Address: Michigan Department of Transportation
Multi-Modal Transportation Services Bureau (Aeronautics)
2700 East Airport Service Drive
Capital City Airport
Lansing, MI 48906-2060

- iv. Agencies must also comply with applicable state laws and regulations relative to audit requirements.
- v. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.

- vi. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
 - vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number D-26-0079-5506, award year 2006, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

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

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

The SPONSOR agrees to comply with the Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the project in compliance with the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on May 25, 2006.

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.

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

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

IT IS FURTHER AGREED:

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

Federal Share	\$70,400.00
Maximum DEPARTMENT Share	\$15,400.00
SPONSOR Share	\$2,200.00
<i>Estimated</i> PROJECT COST	\$88,000.00

- The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum DEPARTMENT obligation shown in Section 11.

For portions of the PROJECT where only DEPARTMENT and SPONSOR funds will be applied to the final settlement, DEPARTMENT funds will be at a rate not to exceed ninety percent (90%), and the total DEPARTMENT funds applied toward the PROJECT COST may be up to but will not exceed the maximum DEPARTMENT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Any items of PROJECT COST not funded by FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

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

- The SPONSOR agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
- The PROJECT COST shown in Section 11 is the maximum obligation of DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by the DEPARTMENT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of Airports Division of the Multi-Modal Transportation Services Bureau (Aeronautics).

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section

11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.
15. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.
16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by

the DEPARTMENT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

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

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

20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

The SPONSOR will carry out the applicable requirements of the DEPARTMENT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

21. In accordance with 1980 PA 278; MCL 423.321 et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the national Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

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

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

23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

24. The DEPARTMENT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

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

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

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

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

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

COUNTY OF OAKLAND

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

OAKLAND COUNTY INTERNATIONAL AIRPORT
PONTIAC, MICHIGAN

Project No. D-26-0079-5506

March 25, 2008

	Federal	State	Local	Total
<u>ADMINISTRATION</u>	<u>\$1,680</u>	<u>\$368</u>	<u>\$52</u>	<u>\$2,100</u>
DEPARTMENT-AERO	\$1,680	\$368	\$52	\$2,100
<u>LAND</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>ENVIRONMENTAL</u>	<u>\$68,720</u>	<u>\$15,032</u>	<u>\$2,148</u>	<u>\$85,900</u>
Vegetation Management Plan (for MDNR park) including NEPA documentation	\$68,720	\$15,032	\$2,148	\$85,900
<u>CONSTRUCTION</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>CONTINGENCIES</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Funding contingencies	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$70,400	\$15,400	\$2,200	\$88,000

MAC Transfer: 3/29/07

ATTACHMENT 2

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING PREPARATION OF ENVIRONMENTAL DOCUMENTATION AT ALL CLASSIFICATION OF AIRPORTS

1. The term PROJECT COST, shall include the costs of the consultant for the performance of the PROJECT work and the cost of public notices.
2. The DEPARTMENT shall select a consultant in accordance with FAA guidelines to perform the PROJECT work. The SPONSOR shall enter into a contract with the consultant. Said contract shall be submitted to the SPONSOR and the DEPARTMENT for review and written approval of the cost prior to the DEPARTMENT issuing a notice to proceed to the consultant. Subsequent changes to that contract shall also be submitted to the SPONSOR for review and written approval of the cost prior to authorizing work on those elements which are the subject of the change.
3. The consultant performing environmental work shall not perform any preliminary engineering or construction supervision on work covered by the environmental studies.

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 as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a 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 subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a 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 individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, 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 part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

Appendix B
(Aeronautics)

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

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

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

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

(Revised October 1, 2005)

APPENDIX C

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

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

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

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

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

Airport Name: Oakland County International Airport
Associated City: Pontiac, Michigan
Project No: D-26-0079-5506

APPENDIX F
SPECIAL CONDITIONS

1. **RUNWAY PROTECTION ZONES** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
 - a. **Existing Fee Title Interest in the Runway Protection Zone.**
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. **Existing Easement Interest in the Runway Protection Zone.**
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. **AIR AND WATER QUALITY.** Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. **BUY AMERICAN REQUIREMENT.** Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
4. **WASTE DISPOSAL SITES.** It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."

5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:
- a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
 - b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
 - c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
 - (1) become members of or affiliated with a labor organization, or
 - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision that would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

Pavement Maintenance Management Program. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:

- a. **Pavement Inventory**. The following must be depicted in an appropriate form and level of detail:
 - (1) location of all runways, taxiways, and aprons;
 - (2) dimensions;
 - (3) type of pavement, and;
 - (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.
- (2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

7. **AGENCY AGREEMENT.** The Sponsor will not amend, modify, or terminate the agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agent, created by the Agency Agreement without prior written approval of the FAA.

APPENDIX G

June 1, 2001

Prime Consultant Statement of DBE Subconsultant 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:			<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.		CONTRACT NO.		
BILLING PERIOD:						<input type="checkbox"/> Check if Final Payment		JOB NO.	
CERTIFIED DBE CONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS BILLING 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.

INSTRUCTIONS

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 semi-annually. Some forms may be blank if no payment was made since the previous billing.

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

For "Billing Period," 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 subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning the 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 Billing Period" report actual payments made to the subcontractor for services during this billing 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 Equal Opportunity within seven (7) days of receipt.



OAKLAND INTERNATIONAL AIRPORT

SNG

**AMENDMENT / CHANGE ORDER
OF CONTRACT 1180**

AMENDMENT 5

AMENDMENT DATE: May 28, 2008

This AMENDMENT / CHANGE ORDER OF CONTRACT 1180 (hereafter this "Amendment") is made and entered into by and between DLZ MICHIGAN INC named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND named and identified below, (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
DLZ MICHIGAN INC	1425 KEYSTONE AVE LANSING MI 48909

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contact with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agrees that any and all defined words or phrases in the current Contract between the parties will apply equally to and through out the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:
Please increase the not to exceed amount by \$65,000.00 from \$196,800.00 for a new total of \$261,800.00 for Vegetation Management Plan and Categorical Exclusion at Oakland County International Airport. These services are outlined in Exhibit A, titled Scope of Services, Vegetation Management Plan and Long Form Categorical Exclusion prepared by the contractor and submitted to the Airport on November 27, 2007. Exhibit A is attached to this current contract amendment form and will be incorporated into this contract.



May 28, 2008

DLZ MICHIGAN, INC
WES BUTCH
1425 KEYSTONE AVE
LANSING MI 48911

Subject: Amendment / Change Order
Contract Type: Professional Service Contract
Contract Number: 1180
Change Order #: 5

The attached Amendment/Change Order requires your review and signature to finalize the changes listed in 3.0 Description of Change:

The Amendment/Change Order **can not take effect** until the signed document is returned to the Oakland County Purchasing Division.

The Amendment/Change Order can be mailed, faxed or emailed. Fax or email is preferred to allow us to expedite the changes.

Mail:
Oakland County Purchasing Division
Executive Office Building 41W
2100 Pontiac Lake Rd
Waterford, MI 48328

Fax:
248-858-1677

Email:
fallscheerc@oakgov.com

Once finalized a copy of the Amendment/Change Order will be sent to you.

Your prompt action regarding this matter is greatly appreciated. If this was sent to you in error please let us know who the correct contact person should be along with their phone number.

Thank you for your cooperation.

Sincerely,

Oakland County Purchasing
Colleen Fallscheer
Procurement Technician

Enclosures
cjf



OAKLAND INTERNATIONAL AIRPORT

SNG

**AMENDMENT / CHANGE ORDER
OF CONTRACT 1180**

AMENDMENT 5

AMENDMENT DATE: June 11, 2008

This AMENDMENT / CHANGE ORDER OF CONTRACT 1180 (hereafter this "Amendment") is made and entered into by and between DLZ MICHIGAN INC named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND named and identified below, (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
DLZ MICHIGAN INC	1425 KEYSTONE AVE
	LANSING MI 48909

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contact with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agrees that any and all defined words or phrases in the current Contract between the parties will apply equally to and through out the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:
Please increase the not to exceed amount by \$85,900.00 from \$217,700.00 for a new total of \$282,700.00 for Vegetation Management Plan and Categorical Exclusion at Oakland County International Airport. These services are outlined in Exhibit A, titled Scope of Services, Vegetation Management Plan and Long Form Categorical Exclusion prepared by the contractor and submitted to the Airport on November 27, 2007. Exhibit A is attached to this current contract amendment form and will be incorporated into this contract.



L. BROOKS PATTERSON - OAKLAND COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

FOR THE COUNTY OF OAKLAND:

BY: _____

Oakland County Purchasing Division
Jack Sato Smith – Manager
or
Scott Guzzy - Chief

DATE: _____

FOR THE CONTRACTOR:

By: _____

DLZ MICHIGAN INC

DATE: _____

cjf

EXHIBIT A - SCOPE OF SERVICES

VEGETATION MANAGEMENT PLAN AND LONG FORM CATEGORICAL EXCLUSION

Oakland County International Airport

This scope of services has been prepared by DLZ Michigan, Inc. (DLZ) to prepare a long form Categorical Exclusion (CE) for the Oakland County International Airport. The long form CE to be utilized (copy attached) will be the approved format of the Great Lakes Region of the Federal Aviation Administration (FAA) and will be prepared in accordance with the National Environmental Policy Act (NEPA) and FAA guidelines. All work will meet the requirements of FAA Orders 5050.4B, "Airport Environmental Handbook", and 1050.1E, "Policies and Procedures for Considering Environmental Impacts".

The following main tasks are included and described in this scope of services:

- Task 1 - Start-up and Collection of Existing Information
- Task 2 - Resource Investigations for CE
- Task 3 - Prepare and Revise CE
- Task 4 - Develop Vegetation Management Plan for RPZ
- Task 5 - Develop Prescription Burn Plan
- Task 6 - Project Management and Meetings

In addition, a proposed schedule and a list of assumptions are included at the end of this scope.

TASK 1: START-UP AND COLLECTION OF EXISTING INFORMATION

During this task, DLZ will contact representatives from the Oakland County International Airport (OCIA) and Michigan Department of Transportation – Bureau of Aeronautics (AERO) to discuss a variety of issues including: project schedule and scope, lines of communication, key project issues, information needed from OCIA and MMTSB, and any other topics relevant to the initial work to be completed by DLZ.

DLZ will collect existing information that applies to the project including base mapping, aerial photos, electronic files for the ALP from the designer (Peckham), and any other planning-related data prepared during previous planning efforts.

TASK 2: RESOURCE INVESTIGATIONS FOR CE

DLZ will identify resources that could be potentially impacted by the Proposed Action through interviews with airport personnel, meetings, review of existing data, and field reconnaissance. DLZ will only investigate those resources/issues that may be impacted by the Proposed Action, and the amount of effort expended on each issue will be directly related to its importance and the likely magnitude of impacts. For all of the issues where impacts are possible, DLZ will identify the existing conditions, the likely environmental consequences (impacts) caused by the Proposed Action, and potential mitigation measures

to reduce negative impacts. This evaluation process will differ among the resources involved and may include collection of data, field visits, agency coordination, mapping, and impact calculations. DLZ will utilize existing information to the greatest extent possible. The CE will address the following issues:

- Noise
- Compatible Land Use
- Social Impacts
- Induced Socioeconomic Issues
- Air Quality
- Water Quality
- Section 4(f) of the DOT Act
- Cultural Resources
- Biotic Communities
- Threatened and Endangered Species
- Wetlands
- Floodplains
- Coastal Zone Management Program
- Contamination/Hazardous Materials
- Solid Waste Impacts
- Construction Impacts
- Coastal Barriers
- Wild and Scenic Rivers
- Farmland
- Energy Supply and Natural Resources
- Light Emissions
- Environmental Justice

The following sections describe DLZ's approach for each issue.

Noise

It is assumed that no noise study will be required because there will not be noise impacts as defined by FAA.

Compatible Land Use

An analysis of the potential impact of the Proposed Action on adjacent land use will be conducted by reviewing existing and future land use maps for the surrounding area. A detailed land use survey will not be performed.

Social Impacts

It is assumed that there will be no social impacts.

Induced Socioeconomic Impacts

Induced economic impacts are not anticipated. A detailed analysis of the economic contribution of the airport to the regional economy and verification or updating of socioeconomic data and demographic forecasts is beyond the scope of services.

Air Quality

In accordance with FAA Order 5050.4B, DLZ has assumed that there is no potential for significant air quality impacts and that an air quality analysis will not be required. If coordination during the project indicates that an air quality analysis is required, DLZ will coordinate with the client regarding an amendment to the contract to conduct this analysis. It is assumed that the proposed prescription burning falls within the statewide Smoke Management Plan approved by MDEQ and Region 5 EPA and the activity will not adversely impact air quality.

Water Quality

The water quality analysis will assess potential impacts to the following:

- Water resources
- Water uses
- Water quality

- Storm water drainage
- Groundwater hydrology
- Sewage and wastewater treatment

The water quality analysis will include a review of potential surface water and groundwater impacts. The analysis will qualitatively identify issues resulting from siltation, runoff, dredge and/or fill activities in navigable waters, and aquifer or well contamination. The proposed action is not anticipated to result in water quality issues.

DOT Act Section 4(f)

DLZ will assess the potential for direct or indirect impacts to Section 4(f) lands (public parks, recreation areas, wildlife and waterfowl refuges of national, state or local significance, and historic sites of national, state or local significance). DLZ anticipates Section 4(f) lands being impacted. This evaluation will also analyze avoidance and minimization options.

Cultural Resources

No impacts to Cultural Resources are anticipated by the proposed action and DLZ will briefly coordinate with SHPO to obtain their opinion regarding the Finding of Effect. If specific field investigations are required by SHPO, this will require a contract modification.

Biotic Communities

DLZ will conduct background research and a general field review of the project area to characterize its plant and animal communities. DLZ will prepare a description of the communities that would be impacted by the Proposed Action. The description will identify sensitive areas, areas of disturbance, and areas of potential habitat conversion.

Threatened and Endangered Species

Recent previous coordination with MDNR and USFWS concluded that the RPZ does not contain habitat for rare, threatened or endangered species. DLZ will perform an updated database search and confirm that no species of concern are to be impacted.

These services do not constitute a Biological Assessment or detailed surveys that may be required for specific protected species. If specific surveys and mitigation programs are required, this will require a contract amendment.

Wetlands

Based on preliminary information and a site inspection, no wetlands are anticipated to be impacted.

Wetland delineations, surveying, permitting, quantitative functional analysis, a search for mitigation sites, surveys at mitigation sites, and detailed or conceptual wetland mitigation design is not included in this scope of services and would require a contract amendment.

Floodplains

Based on the Flood Insurance Rate Maps (FIRM) for Oakland County, preliminary investigations indicate that the Proposed Action will not impact regulated floodplains. This will be documented in the long form CE.

Coastal Zone Management Program

OCIA is not located in a coastal zone management area. This will be documented in the long form CE.

Coastal Barriers

OCIA is not located in a coastal barrier area. This will be documented in the long form CE.

Wild and Scenic Rivers

OCIA is not located adjacent to or near any wild or scenic rivers. This will be documented in the long form CE.

Farmland

No farmland impacts are anticipated resulting from the proposed action.

Energy Supply and Natural Resources

No energy supply and natural resource impacts are anticipated resulting from the proposed action.

Light Emissions

DLZ will evaluate the impact of the Proposed Action in terms of airport-related light emissions impacting off-airport land uses. The data collection element of the light emission task will identify existing and future airport lighting included in the Proposed Action. This information will be qualitatively assessed in the long form CE.

Solid Waste Impact

No solid waste impacts are anticipated from the proposed action.

Construction Impacts

The likely short-term environmental impacts related to construction of the Proposed Action will be assessed and documented in the long form CE. The analysis will focus on the following issues:

- Construction noise
- Air pollution/fugitive dust
- Water pollution
- Solid waste removal
- Operation of the airport during construction

The construction impact assessment will include a general description of the type and nature of each construction activity and the nature of the impact and its associated mitigation method. Reference shall be made to AC 150/5370-10, "Standards for Specifying Construction of Airports," Item P-156, "Temporary Air and Water Pollution, Soil Erosion and Siltation Control," and State of Michigan regulations.

Contamination/Hazardous Materials

No contamination/hazardous materials impacts are anticipated resulting from the proposed action.

Environmental Justice

No environmental justice impacts are anticipated resulting from the proposed action.

TASK 3: PREPARE AND REVISE LONG FORM CE

The information generated in Tasks 2 will be compiled into a long form CE. In addition, the long form CE will include up to three figures/maps illustrating important information related to the project and its evaluation. It will also include other miscellaneous information required by relevant regulations. Once a draft of the long form CE is completed, it will be sent to OCIA and AERO for review and comments.

The long form CE will be revised once based on these comments, and 3 copies of the long form CE will be prepared for distribution to OCIA and AERO.

TASK 4: DEVELOP VEGETATION MANAGEMENT PLAN FOR RPZ

The primary goal of the proposed action is to secure a 50:1 approach slope for the west end of the 9R & 9L runways. This will result in significant removal of trees both within and outside the aviation easement on DNR property at the Pontiac Lake State Recreation Area. DLZ will develop a vegetation management plan to convert the existing woodland vegetation to a naturalized native prairie grassland complex. It is felt that prairie vegetation would be easier to maintain while still providing habitat that is acceptable to the MDNR mission.

The task will include the following activities:

- Develop a vegetation management plan that permanently removes height obstructions within the approaches to runways 9R & 9L and the navigation light lane. Determine maximum allowable height based on consultation with OCIA, Peckham and MDOT. DLZ anticipates the plan to be approximately 50 pages in length with up to 5 graphics included. DLZ will submit the draft to the appropriate reviewers and make one revision based on comments received.
- Determine a vegetation complex that would be suitable for the area given safety requirements, habitat interest of the DNR and with low maintenance needs.
- Coordinate with USDA-APHIS to determine if the recommended vegetation complex promotes adverse wildlife/aircraft hazard.
- Develop a phased implementation plan with cost estimates.
- Develop a 10-year maintenance plan with cost estimates.

TASK 5: PRESCRIPTION BURN PLAN

A routine management approach for prairie vegetation is prescription burning. DLZ will conduct coordination with local and state agencies to confirm requirements to utilize prescription burning as a management tool. DLZ will conduct coordination with Air Traffic to confirm weather conditions to avoid impacts to airport operations. DLZ will also coordinate with Airway Facilities to confirm required protection to avoid damage to FAA owned navigation light fixtures as a result of prescribed burning. This task will result in a burn plan that will describe suitable weather conditions, placement and condition of control lines, crew and equipment requirements, safety coordination, progression of the burn, preburn checklist and Go/No Go checklist.

TASK 6: PROJECT MANAGEMENT AND MEETINGS

Throughout the duration of the project, DLZ will perform general administrative functions including staff assignments/allocation/coordination, monitoring of the schedule and budget, preparation of meeting minutes, client coordination, and invoicing.

In addition to routine project management this task includes progress meetings with OCIA and the MDNR. The task includes six meetings, three with each agency. There will be a kickoff/early coordination meeting, progress meeting for the interim draft report and a presentation meeting for the final vegetation management plan. The OCIA meetings will generally be prior to and partially in preparation for the MDNR meetings. Given the routine nature of the long form CE, DLZ does not anticipate a need for a presentation meeting for the final CE document.

ASSUMPTIONS

A number of important assumptions are included in the scope of services description above. In addition to those already noted, the following assumptions were used in developing this scope of services and the corresponding cost estimate:

- Peckham/OCIA will provide to DLZ base mapping, the ALP, aerial photos, location of tree clearing, topographical survey, and the design for the Proposed Action (showing all facilities, elements, and disturbance limits) in electronic format.
- All coordination with other government agencies and property owners related to engineering design/facilities, property acquisition, and easement acquisition for the Proposed Action will be addressed by OCIA.
- If the initial assessment of project impacts results in a determination that a long form CE is not adequate and a full EA will be required or that an Environmental Impact Statement (EIS) is needed, a contract amendment will be required.
- OCIA will arrange for access to all properties that need to be visited by DLZ.
- The long form CE will assess the following components of the Proposed Action: a vegetation management plan and related implementation activities to convert the existing woodland complex vegetation in the RPZ to an herbaceous plant community. This proposed action is intended to provide a long-term alternative vegetation management approach to lower management costs and limit coordination issues with MDNR relating to ongoing tree removal requirements of the existing situation.
- Schedule is contingent on all comments being providing to DLZ in a timely manner.
- OCIA/AERO will make the CE available for public/agency comments and that no revisions will be needed.

SCHEDULE

DLZ's proposed schedule for the project includes the following main milestone dates (all dates refer to calendar days, not working days):

- Delivery of a draft Vegetation Management Plan and Prescription Burn Plan 90 days after receipt of notice to proceed and the design for the Proposed Action (showing all facilities, elements, and disturbance limits).
- Delivery of internal draft long form CE to OCIA and AERO for review 60 days after receiving comments from OCIA and AERO on the vegetation plan.
- Submission of final Vegetation Management Plan and long form CE to AERO 20 days after receipt of comments from OCIA and AERO.

FEE

DLZ's lump sum fee to complete the long form CE, Vegetation Management Plan, and Prescription Burn Plan, including all noted coordination and meetings, is Sixty-Five Thousand and 00/100 Dollars (\$65,000.00).

Destination	Start Time	Time	Prints	Result	Note
915172727390	06-11 09:19	00:02:08	008/008	OK	L1

Note L1: Main Circuit, L2: Sub Circuit, TMR: Timer, POL: Poll, ORG: Original,
 FME: Frame Erase TX, MIX: Mixed Original, CALL: Manual Communication,
 CSRC: CSRC, FWD: Forward, PC: PC-FAX, BND: Bind, SP: Special Original,
 FCODE: F-Code, RTX: Re-Tx, RLY: Relay, MBX: Secure, BUL: Bulletin

Result OK: TX OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL,
 NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused,
 Busy: Busy, M-Full: Memory Full.



L. BROOKS PATTERSON - OAKLAND COUNTY EXECUTIVE
 OAKLAND COUNTY
 PURCHASING DIVISION

OAKLAND INTERNATIONAL AIRPORT

SNG

**AMENDMENT / CHANGE ORDER
 OF CONTRACT 1180**

AMENDMENT 5

AMENDMENT DATE: June 11, 2008

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DLZ MICHIGAN INC	1425 KEYSTONE AVE LANSING MI 48909

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- 1.0 The County and Contractor agrees that any and all defined words or phrases in the current Contract between the parties will apply equally to and through out the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:
 Please increase the not to exceed amount by \$85,900.00 from \$217,700.00 for a new total of \$282,700.00 for Vegetation Management Plan and Categorical Exclusion at Oakland County International Airport. These services are outlined in Exhibit A, titled Scope of Services, Vegetation Management Plan and Long Form Categorical Exclusion prepared by the contractor and submitted to the Airport on November 27, 2007. Exhibit A is attached to this current contract amendment form and will be incorporated into this contract.



March 19, 2008

Mr. Karl Randall
Airport Director
Oakland County International Airport
6500 Highland Road
Waterford, MI 48327-1649

RE: Proposal for Vegetation Management Plan and Environmental Assessment (EA)
Oakland County International Airport

Dear Mr. Randall:

Please find enclosed DLZ's revised proposal for Vegetation Management Plan and EA at Oakland County International Airport. This new proposal replaces the previous version provided to your office on November 21, 2007. The new proposal includes the additional scope of work for the following items as requested by Molly Lamreaux of MDOT: public hearing, preparation of short form EA, and cost comparison versus current vegetation management practices.

It is our understanding that this new work will be contracted as an amendment to the existing professional services agreement between DLZ and Oakland County (dated December 16, 2005). If you are in agreement with the proposed scope and fee, please sign and date and return one copy of the attached approval form that will serve as the official approval of this contract amendment.

If you have any questions, please contact Mr. Wes Butch of our office. We greatly appreciate the chance to work on this project and look forward to its successful completion.

Very truly yours,

DLZ MICHIGAN, INC.

Fred Pezeshk, P.E., S.E.
President

FP/WAB/ms

Attachment

M:\Proposals\2007\MDOT 2007\BOA\OCIA_RPZ Vegetation Mgmt\EA Transmittal Letter (03-19-08).doc



Approval of DLZ's Proposed Scope and Fee

Oakland County accepts DLZ Michigan, Inc.'s proposed Scope of Services for the Oakland County International Airport Vegetation Management Plan and EA. Oakland County also accepts DLZ's proposed lump sum fee of Eighty-Five Thousand Nine Hundred and 00/100 Dollars (\$85,900.00) and hereby instructs DLZ to commence work on these services. All terms and conditions included in the original contract between Oakland County International Airport and DLZ (dated December 16, 2005) remain in effect and apply to these additional services.

Authorized Signature

Printed Name

Title

Date

Witness Signature



March 19, 2008

Mr. Karl Randall
Airport Director
Oakland County International Airport
6500 Highland Road
Waterford, MI 48327-1649

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Mr. Karl Randall
Oakland County International Airport
Vegetation Management Plan & EA
March 19, 2008
Page 2 of 2

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Authorized Signature

Printed Name

Title

Date

Witness Signature



OAKLAND INTERNATIONAL AIRPORT

SNG

**AMENDMENT / CHANGE ORDER
OF CONTRACT 1180**

AMENDMENT 5

AMENDMENT DATE: June 11, 2008

This AMENDMENT / CHANGE ORDER OF CONTRACT 1180 (hereafter this "Amendment") is made and entered into by and between DLZ MICHIGAN INC named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND named and identified below, (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
DLZ MICHIGAN INC	1425 KEYSTONE AVE
	LANSING MI 48909

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contact with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agrees that any and all defined words or phrases in the current Contract between the parties will apply equally to and through out the amendment.
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- 3.0 Description of Change:
Please increase the not to exceed amount by \$85,900.00 from \$196,800.00 for a new total of \$282,700.00 for Vegetation Management Plan and Categorical Exclusion at Oakland County International Airport. These services are outlined in Exhibit A, titled Scope of Services, Vegetation Management Plan and Short Form Environmental Assessment prepared by the contractor and submitted to the Airport on March 19, 2008. Exhibit A is attached to this current contract amendment form and will be incorporated into this contract.



L. BROOKS PATTERSON - OAKLAND COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

FOR THE COUNTY OF OAKLAND:

BY: _____

Oakland County Purchasing Division
Jack Sato Smith – Manager
or
Scott Guzzy - Chief

DATE: _____

FOR THE CONTRACTOR:

By: _____

DLZ MICHIGAN INC

DATE: _____

cjf

EXHIBIT A - SCOPE OF SERVICES

VEGETATION MANAGEMENT PLAN AND SHORT FORM ENVIRONMENTAL ASSESSMENT

Oakland County International Airport

This scope of services has been prepared by DLZ Michigan, Inc. (DLZ) to prepare a vegetation management plan and short form Environmental Assessment (EA) for the Oakland County International Airport. The short form EA to be used will be the approved format of the Great Lakes Region of the Federal Aviation Administration (FAA) and will be prepared in accordance with the National Environmental Policy Act (NEPA) and FAA guidelines. All work will meet the requirements of FAA Orders 5050.4B, "Airport Environmental Handbook", and 1050.1E, "Policies and Procedures for Considering Environmental Impacts".

The following main tasks are included and described in this scope of services:

- Task 1 - Start-up and Collection of Existing Information
- Task 2 - Resource Investigations
- Task 3 - Early Agency Coordination
- Task 4 - Purpose and Need
- Task 5 - Alternatives
- Task 6 - Prepare and Revise Short Form EA
- Task 7 - Prepare Amended Short Form EA and FONSI (if applicable)
- Task 8 - Public Involvement
- Task 9 - Develop Vegetation Management Plan for RPZ
- Task 10 - Develop Prescription Burn Plan
- Task 11 - Project Management and Meetings

In addition, a proposed schedule and a list of assumptions are included at the end of this scope.

TASK 1: START-UP AND COLLECTION OF EXISTING INFORMATION

During this task, DLZ will contact representatives from the Oakland County International Airport (OCIA) and Michigan Department of Transportation – Bureau of Aeronautics and Freight Services (AERO) to discuss a variety of issues including: project schedule and scope, lines of communication, key project issues, information needed from OCIA and AERO, and any other topics relevant to the initial work to be completed by DLZ.

DLZ will collect existing information that applies to the project including base mapping, aerial photos, electronic files for the ALP from the designer (Peckham), and any other planning-related data prepared during previous planning efforts.

TASK 2: RESOURCE INVESTIGATIONS

DLZ will identify resources that could be potentially impacted by the Proposed Action through interviews with airport personnel, meetings, review of existing data, and field reconnaissance. DLZ will only investigate those resources/issues that may be impacted by the Proposed Action, and the amount of effort expended on each issue will be directly related to its importance and the likely magnitude of impacts. For all of the issues where impacts are possible, DLZ will identify the existing conditions, the likely environmental consequences (impacts) caused by the Proposed Action, and potential mitigation measures to reduce negative impacts. This evaluation process will differ among the resources involved and may include collection of data, field visits, agency coordination, mapping, and impact calculations. DLZ will utilize existing information to the greatest extent possible. The EA will address the following issues:

- Noise
- Compatible Land Use
- Social Impacts
- Induced Socioeconomic Issues
- Air Quality
- Water Quality
- Section 4(f) of the DOT Act
- Cultural Resources
- Biotic Communities
- Threatened and Endangered Species
- Wetlands
- Floodplains
- Coastal Zone Management Program
- Contamination/Hazardous Materials
- Solid Waste Impacts
- Construction Impacts
- Coastal Barriers
- Wild and Scenic Rivers
- Farmland
- Energy Supply and Natural Resources
- Light Emissions
- Environmental Justice

The following sections describe DLZ's approach for each issue.

Noise

It is assumed that no noise study will be required as the Proposed Action will not increase the number of operations or the capacity of the airport. Therefore, it was assumed that no noise study will be required because there will not be noise impacts as defined by FAA.

Compatible Land Use

An analysis of the potential impact of the Proposed Action on adjacent land use will be conducted by reviewing existing and future land use maps for the surrounding area. A detailed land use survey will not be performed.

Social Impacts

The impacts to the park, as a result of the clearing, grubbing, and possibly burning within the RPZ, will be documented in the EA. DLZ will also identify and document in the EA any public controversy regarding the impacts to the park and how the public concerns were identified, addressed, and mitigated.

Induced Socioeconomic Impacts

Induced economic impacts are not anticipated. A detailed analysis of the economic contribution of the airport to the regional economy and verification or updating of socioeconomic data and demographic forecasts is beyond the scope of services.

Air Quality

In accordance with FAA Order 5050.4B, DLZ has assumed that there is no potential for significant air quality impacts and that an air quality analysis will not be required. If coordination during the project indicates that an air quality analysis is required, DLZ will coordinate with the client regarding an

amendment to the contract to conduct this analysis. It is assumed that the proposed prescription burning falls within the statewide Smoke Management Plan approved by MDEQ and Region 5 EPA and the activity will not adversely impact air quality.

Water Quality

The water quality analysis will assess potential impacts to the following:

- Water resources
- Water uses
- Water quality
- Storm water drainage
- Groundwater hydrology
- Sewage and wastewater treatment

The water quality analysis will include a review of potential surface water and groundwater impacts. The analysis will qualitatively identify issues resulting from siltation, runoff, dredge and/or fill activities in navigable waters, and aquifer or well contamination. The proposed action is not anticipated to result in water quality issues.

DOT Act Section 4(f)

Based upon initial coordination, DLZ anticipates Section 4(f) lands being impacted. DLZ will assess the direct or indirect impacts to Section 4(f) lands (public parks, recreation areas, wildlife and waterfowl refuges of national, state or local significance, and historic sites of national, state or local significance). DLZ will also analyze the 4(f) impacts to determine if a net loss would occur. This evaluation will also analyze avoidance and minimization options. DLZ will conduct the necessary Section 4(f) coordination and documentation within the EA.

Cultural Resources

No impacts to Cultural Resources are anticipated by the proposed action, and DLZ will briefly coordinate with SHPO to obtain their opinion regarding the Finding of Effect. If specific field investigations are required by SHPO, this will require a contract modification.

Biotic Communities

DLZ will conduct background research and a general field review of the project area to characterize its plant and animal communities. DLZ will prepare a description of the communities that would be impacted by the Proposed Action. The description will identify sensitive areas, areas of disturbance, and areas of potential habitat conversion.

Threatened and Endangered Species

Recent previous coordination with MDNR and USFWS concluded that the RPZ does not contain habitat for rare, threatened or endangered species. DLZ will perform an updated database search and confirm that no species of concern are to be impacted.

These services do not constitute a Biological Assessment or detailed surveys that may be required for specific protected species. If specific surveys and mitigation programs are required, this will require a contract amendment.

Wetlands

Based on preliminary information and a site inspection, no wetlands are anticipated to be impacted.

Wetland delineations, surveying, permitting, quantitative functional analysis, a search for mitigation sites, surveys at mitigation sites, and detailed or conceptual wetland mitigation design is not included in this scope of services and would require a contract amendment.

Floodplains

Based on the Flood Insurance Rate Maps (FIRM) for Oakland County, preliminary investigations indicate that the Proposed Action will not impact regulated floodplains. This will be documented in the EA.

Coastal Zone Management Program

OCIA is not located in a coastal zone management area. This will be documented in the EA.

Coastal Barriers

OCIA is not located in a coastal barrier area. This will be documented in the EA.

Wild and Scenic Rivers

OCIA is not located adjacent to or near any wild or scenic rivers. This will be documented in the EA.

Farmland

No farmland impacts are anticipated resulting from the proposed action.

Energy Supply and Natural Resources

No energy supply and natural resource impacts are anticipated resulting from the proposed action.

Light Emissions

DLZ will evaluate the impact of the Proposed Action in terms of airport-related light emissions impacting off-airport land uses. The data collection element of the light emission task will identify existing and future airport lighting included in the Proposed Action. This information will be qualitatively assessed in the EA.

Solid Waste Impact

No solid waste impacts are anticipated from the proposed action.

Construction Impacts

The likely short-term environmental impacts related to construction of the Proposed Action will be assessed and documented in the EA. The analysis will focus on the following issues:

- Construction noise
- Air pollution/fugitive dust
- Water pollution
- Solid waste removal
- Operation of the airport during construction

The construction impact assessment will include a general description of the type and nature of each construction activity and the nature of the impact and its associated mitigation method. Reference shall be made to AC 150/5370-10, "Standards for Specifying Construction of Airports," Item P-156, "Temporary Air and Water Pollution, Soil Erosion and Siltation Control," and State of Michigan regulations.

Contamination/Hazardous Materials

No contamination/hazardous materials impacts are anticipated resulting from the proposed action.

Environmental Justice

No environmental justice impacts are anticipated resulting from the proposed action.

TASK 3: EARLY AGENCY COORDINATION

DLZ will send scoping letters to regulatory agencies with jurisdiction over specific resources or airport requirements. These letters will provide information about the project and request that the agencies provide response letters identifying any concerns, issues, or mitigation requirements. If needed, agency representatives will also be contacted by phone to discuss issues where more information is needed. Relevant issues identified during this process will be addressed in the EA. If issues are identified which are beyond this scope of services, they will promptly be brought to the attention of OCIA and AERO along with a suggested course of action.

TASK 4: PURPOSE AND NEED

This task will consist of identifying the specific problem to be addressed by the project, the requested Federal action, and the time frame for such action. Based on the planning information already prepared for the airport as part of the ALP process, DLZ (with input from OCIA and AERO) will prepare a Purpose and Need (P&N) statement that concisely describes the existing and future deficiencies at the airport as they relate to FAA standards. This statement will be written so that it can be easily incorporated into the short form EA that will be prepared for the project. Additionally, the statement will be used to evaluate the alternatives and justify the project's negative impacts and cost.

TASK 5: ALTERNATIVES

DLZ will coordinate with OCIA, AERO, and Peckham to collect information about a range of alternatives and their status (i.e., eliminated or still under consideration). This information will be used to prepare the alternatives section of the short form EA which describes the process of selecting the Proposed Action. Alternatives that will be described include:

- No-Action
- Use of Other Airports
- Alternative Development Concepts at OCIA
- Proposed Action

Alternatives that have been eliminated from further consideration will be described in enough detail to demonstrate why they have been eliminated. Only the Proposed Action will be described in detail using text and figures.

TASK 6: PREPARE AND REVISE SHORT FORM EA

The information generated in Tasks 2, 3, 4, and 5 will be compiled into a short form EA. In addition, the EA will include up to three figures/maps illustrating important information related to the project and its evaluation. It will also include other miscellaneous information required by relevant regulations. Once a draft of the short form EA is completed, it will be sent to OCIA and AERO for review and comments. The EA will be revised once based on these comments. Once the short form EA is revised based on

OCIA and AERO comments, it will be sent to the FAA for review and comments. The EA will be revised once based on FAA comments.

Once the short form EA is revised based on FAA comments, 30 copies of the short form EA will be prepared and distributed to the public and regulatory agencies. It is assumed that OCIA will be responsible for the official public notification regarding the short form EA.

TASK 7: PREPARE AMENDED SHORT FORM EA AND FONSI (IF APPLICABLE)

To address comments received from the public and regulatory agencies, DLZ will prepare an Amended short form EA. DLZ will also prepare a Finding of No Significant Impact (FONSI) for signature by AERO. These documents will be submitted to AERO and OCIA in draft form, and they will be revised based on their comments. These documents will then be submitted to the FAA in draft form, and they will be revised based on their comments. The final revised version will then be provided.

TASK 8: PUBLIC INVOLVEMENT

DLZ will prepare a public notice for OCIA to advertise for one public hearing in the local newspaper. DLZ will prepare for and conduct one Public Hearing for the EA and Vegetation Management Plan.

TASK 9: DEVELOP VEGETATION MANAGEMENT PLAN FOR RPZ

The primary goal of the proposed action is to secure a 50:1 approach slope for the west end of the 9R & 9L runways. This will result in significant removal of trees both within and outside the aviation easement on DNR property at the Pontiac Lake State Recreation Area. DLZ will develop a vegetation management plan to convert the existing woodland vegetation to a naturalized native prairie grassland complex. It is felt that prairie vegetation would be easier to maintain while still providing habitat that is acceptable to the MDNR mission.

The task will include the following activities:

- Develop a vegetation management plan that permanently removes height obstructions within the approaches to runways 9R & 9L and the navigation light lane. Determine maximum allowable height based on consultation with OCIA, Peckham and MDOT. DLZ anticipates the plan to be approximately 50 pages in length with up to 5 graphics included. DLZ will submit the draft to the appropriate reviewers and make one revision based on comments received.
- Determine a vegetation complex that would be suitable for the area given safety requirements, habitat interest of the DNR and with low maintenance needs.
- Coordinate with USDA-APHIS to determine if the recommended vegetation complex promotes adverse wildlife/aircraft hazard.
- Develop a phased implementation plan with cost estimates.
- Develop a 10-year maintenance plan with cost estimates.
- Develop a cost comparison for current tree maintenance practices versus the proposed vegetation management plan. Current cutting/maintenance practices and cost will need to be provided by OCIA and Peckham. This information will be included in the vegetation management plan.

TASK 10: DEVELOP PRESCRIPTION BURN PLAN

A routine management approach for prairie vegetation is prescription burning. DLZ will conduct coordination with local and state agencies to confirm requirements to utilize prescription burning as a management tool. DLZ will conduct coordination with Air Traffic to confirm weather conditions to avoid impacts to airport operations. DLZ will also coordinate with Airway Facilities to confirm required protection to avoid damage to FAA owned navigation light fixtures as a result of prescribed burning. This task will result in a burn plan that will describe suitable weather conditions, placement and condition of control lines, crew and equipment requirements, safety coordination, progression of the burn, preburn checklist and Go/No Go checklist.

TASK 11: PROJECT MANAGEMENT AND MEETINGS

Throughout the duration of the project, DLZ will perform general administrative functions including staff assignments/allocation/coordination, monitoring of the schedule and budget, preparation of meeting minutes, client coordination, and invoicing.

In addition to the Public Hearing noted in Task 8, this task includes six meetings. The six meetings will include three with each agency; kickoff/early coordination meeting, progress meeting for the interim draft report and a presentation meeting for the final vegetation management plan. The OCIA meetings will generally be prior to and partially in preparation for the MDNR meetings.

ASSUMPTIONS

A number of important assumptions are included in the scope of services description above. In addition to those already noted, the following assumptions were used in developing this scope of services and the corresponding cost estimate:

- Peckham/OCIA will provide to DLZ base mapping, the ALP, aerial photos, cost estimates for current tree cutting/maintenance methods, location of tree clearing, topographical survey, and the design for the Proposed Action (showing all facilities, elements, and disturbance limits) in electronic format.
- All coordination with other government agencies and property owners related to engineering design/facilities, property acquisition, and easement acquisition for the Proposed Action will be addressed by OCIA.
- If the initial assessment of project impacts results in a determination that a short form EA is not adequate and a full EA will be required or that an Environmental Impact Statement (EIS) is needed, a contract amendment will be required.
- OCIA will arrange for access to all properties that need to be visited by DLZ.
- The short form EA will assess the following components of the Proposed Action: a vegetation management plan and related implementation activities to convert the existing woodland complex vegetation in the RPZ to an herbaceous plant community. This proposed action is intended to provide a long-term alternative vegetation management approach to lower management costs and limit coordination issues with MDNR relating to ongoing tree removal requirements of the existing situation.
- Schedule is contingent on all comments being providing to DLZ in a timely manner.
- One round of revisions will be conducted for each deliverable.
- OCIA is responsible for costs associated with the official public notice.

SCHEDULE

DLZ's proposed schedule for the project includes the following main milestone dates (all dates refer to calendar days, not working days):

- Delivery of a draft Vegetation Management Plan and Prescription Burn Plan 90 days after receipt of notice to proceed and the design for the Proposed Action (showing all facilities, elements, and disturbance limits).
- Delivery of internal draft short form EA to OCIA and AERO for review 30 days after receiving comments from OCIA and AERO on the vegetation plan.
- Delivery of internal draft short form EA and Vegetation Management Plan to FAA for review 15 days after receiving comments from OCIA and AERO on short form EA.
- Submission of final Vegetation Management Plan and short form EA to AERO 20 days after receipt of comments from the FAA.
- Submission of amended short form EA and FONSI (if applicable) to AERO 10 days after conclusion of comment period.
- Submission of amended short form EA and FONSI (if applicable) to FAA 15 days after receipt of comments from OCIA and AERO.
- Delivery of final amended short form EA and FONSI (if applicable) 10 days after FAA comments.

FEE

DLZ's lump sum fee to complete the short form EA, Vegetation Management Plan, and Prescription Burn Plan, including all noted coordination and meetings, is Eighty-Five Thousand Nine Hundred and 00/100 Dollars (\$85,900.00).

Destination	Start Time	Time	Prints	Result	Note
915172727390	06-11 15:58	00:05:15	010/010	OK	L1

Note L1: Main Circuit, L2: Sub Circuit, TMR: Timer, POL: Poll, ORG: Original,
 FME: Frame Erase TX, MIX: Mixed Original, CALL: Manual Communication,
 CSRC: CSRC, FWD: Forward, PC: PC-FAX, BND: Bind, SP: Special Original,
 FCODE: F-Code, RTX: Re-Tx, RLY: Relay, MBX: Secure, BUL: Bulletin

Result OK: TX OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL,
 NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused,
 Busy: Busy, M-Full: Memory Full.



L. BROOKS PATTERSON - OAKLAND COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

OAKLAND INTERNATIONAL AIRPORT

SNG

**AMENDMENT / CHANGE ORDER
 OF CONTRACT 1180**

AMENDMENT 5

AMENDMENT DATE: June 11, 2008

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