



BOARD OF AVIATION COMMISSIONERS
Wednesday, March 25, 2026
Elkhart Municipal Airport, First Floor
Administration Building
1211 CR 6 West
Elkhart, IN 46514

Meeting AGENDA

1. ROLL CALL

Rod Roberson
Mayor

Andy Jones
Airport Director

Elkhart Municipal Airport
1211 CR 6 W
Elkhart, Indiana 46514

Maintenance:
574.361.2123

Administration Office:
574.264.5217

BOAC Members

Appointed by Mayor Rod

Roberson:

Doug Thorne, President, Term

01.01.26 to 12.31.29

Bruce Shreiner, V.P., Term

07.24.25 to 12.31.27

Tom Shoff, Treasurer, Term

07.14.25 to 12.31.28

Secretary - Vacant

2. APPROVAL OF AGENDA

3. Approval of Minutes: February 25, 2026

4. Approval of Claims:

5. Airport Manager's Report:

6. New Business:

a. T-Hangar 18 new lease ratification.

b. Hangar 33 roof replacement change order.

c. Solicitation of quotes and approval of quote specifications for airport crack sealing project.

d. Progress Estimate #9 for payment to New Tech for 10-unit T-Hangar project, \$116,249.12.

e. BF&S professional services agreement for Runway 27 approach protection.

7. Privilege of the Floor

8. Adjournment

9. NEXT REGULAR BOAC MEETING 04/29/26 4:00 p.m.

March 25, 2026 Teams

The Board of Aviation Commissioners meeting meets the last Wednesday of every month at 4pm. The physical location of meeting is at the Elkhart Municipal Airport, 1211 County Road 6 West, Elkhart, IN 46514.

To attend the March 25, 2026 meeting virtually please click link below:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/23697554390186?p=0TzEGfz1XeLm9GADxW>

Meeting ID: 236 975 543 901 86

Passcode: Es9Dh7bx

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City of Elkhart
Board of Aviation Commissioners Meeting
February 25, 2026

The Board of Aviation Commissioners meeting was called to order by Commissioner Bruce Shreiner at 4:00 pm on Wednesday, February 25, 2026 at the Elkhart Municipal Airport Administration Building, 1211 CR 6 W, Elkhart, Indiana 46514. Present were: Andy Jones, Karen Shaw, Kevin Davis, Councilman Dwight Fish and Ryan Sherwood. Present via Teams Webinar was Paul Shaffer.

Roll Call: Roll was called. Commissioners Bruce Shreiner and Aimee Lattimer were present. Commissioner Tom Shoff was present via Teams Webinar. Commissioners Doug Thorne & Maggie Marnocha were absent.

Approval of Agenda:

Mr. Shoff made a MOTION to approve today's agenda. Ms. Lattimer SECONDED. There being no further discussion, the motion to approve today's agenda PASSED unanimously.

Approval of Minutes:

Mr. Shoff made a MOTION to approve the minutes of the January 28, 2026 meeting. Ms. Lattimer SECONDED the motion. There being no further discussion, the motion PASSED unanimously.

Approval of Claims:

Mr. Shoff made a MOTION to approve claims as submitted for \$77,845.20. Ms. Lattimer SECONDED the motion. There being no further discussion, the motion to approve January 2026 claims PASSED unanimously.

Airport Manager's Report:

Andy advised our new airfield maintenance technician, Robert Baumner started on February 9. All of the fulltime Airfield Maintenance Technician positions are now filled. Michiana Contracting Inc. (MC) has installed a new regulator in the electrical vault which in part controls the Air Traffic Control Tower (ATCT) access to the airfield lighting. The regulator that was replaced was among the many airfield electrical components damaged or destroyed by lightning last July. Additionally, wiring at the vault has experienced some melting, MC contracting is investigating the cause. One possibility for the cause could be due to the inability for pilots to have control of the lights. For safety, the lights must be manually activated and left on for a far longer time than normal. MC will diagnose the problem in the coming days to determine the cause and make the repairs. If MC concludes that the wire damage cause is a byproduct of the lighting damage, we will re-evaluate our insurance claims and add the cost of the repair to the lightning damage claim. The new 10-unit T-Hangars are almost complete, and we will be doing a walk-thru inspection soon.

New Business:

Mr. Shreiner advised the first item under New Business is the INDOT traffic counting grant reimbursement. Karen Shaw advised this is year 4 of 5 of our INDOT traffic counting grant program. This grant reimburses Elkhart Municipal Airport (EKM) every year for 5 years for maintaining a traffic counting system in our control tower. EKM currently pays \$810 per year to our vendor Maritime Information Systems, and INDOT reimburses EKM with proof of payment. Karen requests the board approve the INDOT traffic counting grant reimbursement in the amount of \$810 and to authorize the board president to sign the document when it is emailed to him via INDOT's Docusign program. A question was asked about how a report is generated. Karen explained it is generated by a transponder on board aircraft traveling in and out of EKM. It is estimated that 98% of these aircraft have this transponders capability, so the number of operations is generated in real time, and are accurate. These

City of Elkhart
Board of Aviation Commissioners Meeting
February 25, 2026

numbers are generated within the traffic counting software. Karen accesses the data and reports the number of operations to INDOT monthly, as required under the INDOT grant agreement terms. It was also pointed out that because this software tracked jet operations on runway 18-36, the airport successfully earned a \$50,000 FAA/State grant for runway surface grooving, as part of the 2026 runway 18-36 reconstruction project. A grooved runway surface is a safety factor which enhances an aircraft's ability to stop using a shorter distance, especially when the surface has water, snow, or ice present. Mr. Shoff made a MOTION to approve the INDOT traffic counting grant reimbursement in the amount of \$810 and for the board president to sign the document. Ms. Lattimer SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the south side maintenance building quote from 4T Door, Inc for replacement of doors, operators and tracks. Andy advised that due in part to old age and ongoing maintenance issues, the southside maintenance building garage doors, operators & tracks are in need of replacement. After sending out quote specifications to qualified vendors and obtaining quotes, Andy advised that 4T Door, Inc was the most responsive & responsible quoter in the amount of \$97,995.00. Andy further advised that the projected project's cost came in lower than the projected cost which was included and approved as a capital expense within the Aviation FY 2026 operating budget. Andy requests approval of this quote and for the board to authorize the board president to sign the agreement, which was drafted & approved by the City Legal Department. Mr. Shoff made a MOTION to approve the quote from 4T Door, Inc in the amount of \$97,995.00 and for the board president to sign the agreement. Ms. Lattimer SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the new maintenance employees CDL certification classes & budget transfer request. Andy advised that with the hiring of 3 new maintenance employees, it is a job requirement that they be certified with a CDL-class B license. Andy advised that the vendor, 160 Driving Academy offers these classes at a cost of \$3,950.00 per employee, which is considerably less than other vendors that provide this service. Andy further advised that having three employees requiring this training in the same FY year has never happened. Therefore, line-item budget transfers approved by the mayor's office and the BOAC are required. The transfer amount is \$11,850.00 from the Liability Insurance line to Education line. Andy advised there are more than enough funds remaining in Liability Insurance line after paying the Air Traffic Control Tower 2026 liability insurance. Andy requests approval from the board to send Nathan Hickey, David Baker & Robert Baumner to the CDL-B classes in May of this year at 160 Driving Academy and for the board to approve a budget transfer of \$11,850.00 from Liability Insurance to Education. Mr. Shoff made a MOTION to approve sending the 3-maintenance staff to the CDL classes and to transfer line-item funds mentioned above to pay for the classes. Ms. Lattimer SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the next item under New Business is the airport director's attendance at the 98th annual American Association of Airport Executives (AAAE) conference in May 2026. Andy advised he'd like to attend this conference this May. Seminars include topics such as federal partnerships, regulatory insight, emergency preparedness, leadership and much more. Andy further advised costs for travel, lodging, meals & registration should not exceed \$5,000. Andy requests approval to attend. Ms. Lattimer made a MOTION to approve the airport director's travel request to attend the AAAE conference. Mr. Shoff SECONDED. There being no further discussion, the motion PASSED unanimously.

City of Elkhart
Board of Aviation Commissioners Meeting
February 25, 2026

Mr. Shreiner advised the next item under New Business is the approval of AIP-40 pay request #10 for BF&S invoice. Mr. Shaffer advised this is for professional services work done by Butler, Fairman & Seufert (BF&S) on the 10-unit T-Hangar project and asked the board to approve payment in the amount of \$15,571.75 and to approve the board president's signature on the document. Mr. Shoff made a MOTION to approve the invoice for BF&S in the amount of \$15,571.75 and for the board president to sign the document. Ms. Lattimer SECONDED. There being no further discussion, the motion PASSED unanimously.

Mr. Shreiner advised the last item under New Business is the BF&S general services invoice. Mr. Shaffer advised this invoice in the amount of \$3,120.00 is for general services relating to meetings for the Capital Improvement Plan (CIP) and other technical assistance not associated with an Airport Improvement Plan (AIP) grant. Mr. Shaffer requests the board approve the invoice and to authorize the board president to sign the document. Mr. Shoff made a MOTION to approve the BF&S general services invoice in the amount of \$3,120.00 and for the board president to sign the document. Ms. Lattimer SECONDED. There being no further discussion, the motion PASSED unanimously.

Privilege of the Floor:

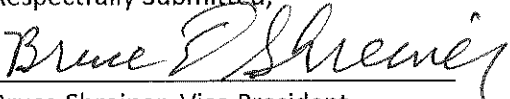
Mr. Shreiner opened comments. Ryan Sherwood with Indiana Flight Center (IFC) advised their hangar construction is underway and wanted to thank the BOAC for approving this project as it is integral to IFC's growth. Mr. Sherwood also advised that he is in the process of updating the paperwork with the permit center, as the incorrect address was on the original form and this should be corrected soon.

Adjournment:

Mr. Shoff made a MOTION to adjourn. Ms. Lattimer SECONDED. There being no further discussion the meeting was ADJOURNED.

Next regular BOAC meeting is scheduled for Wednesday, March 25, 2026 at 4pm. Location will be the Elkhart Municipal Airport Administration Building, 1211 County Road 6 W., Elkhart, IN 46514 & via Webex.

Respectfully Submitted,


Bruce Shreiner, Vice President

03.25.26

Date

BOARD OF AVIATION COMMISSION

CLAIM AND ALLOWANCE DOCKET

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

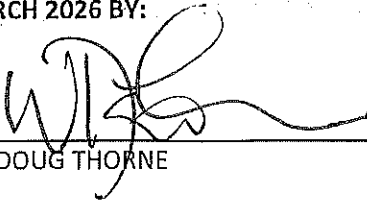
March 20, 2026


KRISTIE WENDORF - CITY CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF \$187,896.12 AS LISTED ON THE REGISTER ATTACHED HERETO CONSISTING OF 5 PAGES, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

EXECUTED THIS 25TH DAY OF MARCH 2026 BY:


PRESIDENT


DOUG THORNE

VICE PRESIDENT

Absent during this vote (KS)
BRUCE SHREINER

SECRETARY


~~MAGGIE MARNOCHA~~ Tim Reccor

TREASURER

Attended Via Microsoft Teams
TOM SHOFF
Mr. Shoff gave approval for claims to pass remotely via Teams (KS)

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

BOARD OF AVIATION COMMISSION

CLAIM AND ALLOWANCE DOCKET

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March 20, 2026

Kristie Wendorf
KRISTIE WENDORF - CITY CONTROLLER

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EXECUTED THIS 25TH DAY OF MARCH 2026 BY:

PRESIDENT

DOUG THORNE

VICE PRESIDENT

BRUCE SHREINER

SECRETARY

MAGGIE MARNOCHA

TREASURER

TOM SHOFF

ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE

ENTERED

1144



City of Elkhart

City of Elkhart

Expense Approval Report By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Fund: 2206 - AVIATION						
ExpObject: 4210500 - Office Supplies						
AMAZON CAPITAL SERVICES I	1Q3Y-9XVF-17MK-1	03/25/2026	Items for other garage & offic	2206-5-201-4210500	42.95	
					ExpObject 4210500 - Office Supplies Total:	42.95
ExpObject: 4220210 - Gasoline						
Yoder Oil Company Inc	INV-001098624	03/25/2026	Fuel for maint vehicles	2206-5-201-4220210	4,039.35	
Franger Gas Company Inc	517720	03/25/2026	Propane fuel for maint dept	2206-5-201-4220210	27.00	
					ExpObject 4220210 - Gasoline Total:	4,066.35
ExpObject: 4220250 - Garage & Motor Supplies						
AMAZON CAPITAL SERVICES I	1NFY-W4W4-3JFT	03/25/2026	Credit on Inv 1Q3Y-9XVF-17M	2206-5-201-4220250	-132.99	
AMAZON CAPITAL SERVICES I	1Q3Y-9XVF-17MK-1	03/25/2026	Items for other garage & offic	2206-5-201-4220250	187.97	
					ExpObject 4220250 - Garage & Motor Supplies Total:	54.98
ExpObject: 4220310 - Household, Laundry, & Cleaning						
Menard, INC	95550	03/25/2026	Supplies for household & sm l	2206-5-201-4220310	18.47	
Menard, INC	96478	03/25/2026	Janitorial supplies	2206-5-201-4220310	17.99	
					ExpObject 4220310 - Household, Laundry, & Cleaning Total:	36.46
ExpObject: 4230110 - Building Materials						
Menard, INC	96098	03/25/2026	Bldg materials	2206-5-201-4230110	37.28	
Menard, INC	96314	03/25/2026	Bldg materials	2206-5-201-4230110	64.14	
Menard, INC	96463	03/25/2026	Bldg mat for plumbing projec	2206-5-201-4230110	7.98	
Menard, INC	96548	03/25/2026	Bldg materials for plumbing p	2206-5-201-4230110	368.50	
Menard, INC	96619	03/25/2026	Bldg materials for plumbing p	2206-5-201-4230110	23.84	
Menard, INC	96953	03/25/2026	Bldg materials for plumbing p	2206-5-201-4230110	16.56	
					ExpObject 4230110 - Building Materials Total:	518.30
ExpObject: 4230200 - Repair Parts						
AMAZON CAPITAL SERVICES I	1RWR-K3KP-4NFI	03/25/2026	Repair parts for tower	2206-5-201-4230200	871.11	
					ExpObject 4230200 - Repair Parts Total:	871.11
ExpObject: 4230300 - Small Tools & Minor Equipment						
Menard, INC	95550	03/25/2026	Supplies for household & sm t	2206-5-201-4230300	55.64	
RIGG'S MOWERS & MORE, IN	1458553	03/25/2026	Small tools/minor equip for m	2206-5-201-4230300	479.98	
					ExpObject 4230300 - Small Tools & Minor Equipment Total:	535.62
ExpObject: 4310400 - Professional Services						
SHOFF SECURITY SERVICES, I	160467	03/25/2026	This fee is used to cover proce	2206-5-201-4310400	15.00	
					ExpObject 4310400 - Professional Services Total:	15.00
ExpObject: 4320300 - Travel						
Karen Shaw	INV0014431	03/25/2026	Mileage reimb	2206-5-201-4320300	28.27	
					ExpObject 4320300 - Travel Total:	28.27
ExpObject: 4340200 - Liability Insurance						
ASSET SUPERHEROES	797	03/25/2026	2026 ATC liability insurance re	2206-5-201-4340200	28,846.00	
					ExpObject 4340200 - Liability Insurance Total:	28,846.00
ExpObject: 4360100 - Repairs & Maintenance						
4T DOOR SYSTEMS INC	17481	03/25/2026	Rep & Maint-bldg, service rep	2206-5-201-4360100	330.00	
4T DOOR SYSTEMS INC	17707	03/25/2026	Service repair of door at n.sid	2206-5-201-4360100	900.00	
					ExpObject 4360100 - Repairs & Maintenance Total:	1,230.00
ExpObject: 4360400 - Maintenance Contracts						
Cintas Corp.	4260562967	03/25/2026	Uniform cleaning contract	2206-5-201-4360400	121.96	
Hawkins Water Tech, Inc.	1072724	03/25/2026	Cooler Rent contract	2206-5-201-4360400	12.50	
Cintas Corp #2 - First Aid & Sa	9361684552	03/25/2026	EYEWASH SERVICE AGREEME	2206-5-201-4360400	99.18	
Ricoh USA, Inc	5072858967	03/25/2026	Copies Feb 2026	2206-5-201-4360400	6.48	
Hawkins Water Tech, Inc.	51641TP	03/25/2026	Water deliveries contract	2206-5-201-4360400	39.50	
Cintas Corp.	4261339035	03/25/2026	Uniform cleaning contract	2206-5-201-4360400	36.20	

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Cintas Corp.	4262095982	03/25/2026	Uniform cleaning contract	2206-5-201-4360400	35.89
Cintas Corp.	4262858786	03/25/2026	Uniform cleaning contract	2206-5-201-4360400	35.89
Cintas Corp #2 - First Aid & Sa	5324090403	03/25/2026	1st aid kit refills	2206-5-201-4360400	12.54
ExpObject 4360400 - Maintenance Contracts Total:					400.14
Fund 2206 - AVIATION Total:					36,645.18
Fund: 4500 - AVIATION FEDERAL					
ExpObject: 4390900 - Other Services & Charges					
NEW TECH CORP	PR9	03/25/2026	Fees assoc with AIP for 10 uni	4500-5-210-4390900	116,249.12
ExpObject 4390900 - Other Services & Charges Total:					116,249.12
Fund 4500 - AVIATION FEDERAL Total:					116,249.12
Fund: 7739 - LIABILITY INSURANCE TRUST					
ExpObject: 4340500 - Nonfunded Deductible Expense					
Michiana Contracting, Inc.	8091	03/25/2026	Items for repairs to Air Traffic	7739-5-000-4340500	25,177.86
ExpObject 4340500 - Nonfunded Deductible Expense Total:					25,177.86
Fund 7739 - LIABILITY INSURANCE TRUST Total:					25,177.86
Grand Total:					178,072.16

Fund Summary

Fund	Expense Amount
2206 - AVIATION	36,645.18
4500 - AVIATION FEDERAL	116,249.12
7739 - LIABILITY INSURANCE TRUST	25,177.86
Grand Total:	178,072.16

Account Summary

Account Number	Account Name	Expense Amount
2206-5-201-4210500	Office Supplies	42.95
2206-5-201-4220210	Gasoline	4,066.35
2206-5-201-4220250	Other Garage & Motor S	54.98
2206-5-201-4220310	Household, Laundry, & C	36.46
2206-5-201-4230110	Building Materials	518.30
2206-5-201-4230200	Repair Parts	871.11
2206-5-201-4230300	Small Tools & Minor Equ	535.62
2206-5-201-4310400	Professional Services	15.00
2206-5-201-4320300	Travel	28.27
2206-5-201-4340200	Liability Insurance	28,846.00
2206-5-201-4360100	Repairs & Maint - Bldg	1,230.00
2206-5-201-4360400	Maintenance Contract	400.14
4500-5-210-4390900	Other Services & Charge	116,249.12
7739-5-000-4340500	Nonfunded Deductible E	25,177.86
Grand Total:	178,072.16	

Project Account Summary

Project Account Key	Expense Amount
None	178,072.16
Grand Total:	178,072.16



City of Elkhart

City of Elkhart

Expense Approval Report By Fund

Payment Dates 2/23/2026 - 3/19/2026

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 2206 - AVIATION					
ExpObject: 4320400 - Telephone & Communication					
AT&T MOBILITY II LLC	INV0014033	03/06/2026	287360643281X02192026 2	2206-5-201-4320400	31.21
Comcast Cable	INV0014204	03/13/2026	8771402050907961 1211 C	2206-5-201-4320400	213.13
ExpObject 4320400 - Telephone & Communication Total:					244.34
ExpObject: 4350100 - Electricity					
Indiana Michigan Power Com	INV0013805	02/27/2026	04240948119 1211 CR 6W	2206-5-201-4350100	5,926.48
ExpObject 4350100 - Electricity Total:					5,926.48
ExpObject: 4350200 - Natural Gas					
Northern Indiana Public Servi	INV0014291	03/13/2026	6440000093 1211 CR 6W	2206-5-201-4350200	1,926.98
Northern Indiana Public Servi	INV0014292	03/13/2026	7375580016 1321 County R	2206-5-201-4350200	1,430.26
ExpObject 4350200 - Natural Gas Total:					3,357.24
ExpObject: 4350400 - Water & Sewer					
ELKHART PUBLIC UTILITIES	INV0014199	03/13/2026	1203336003 1211 W County	2206-5-201-4350400	75.79
ELKHART PUBLIC UTILITIES	INV0014200	03/13/2026	1203335600 1139 W County	2206-5-201-4350400	74.44
ELKHART PUBLIC UTILITIES	INV0014201	03/13/2026	1203335800 1205 W County	2206-5-201-4350400	14.35
ExpObject 4350400 - Water & Sewer Total:					164.58
ExpObject: 4390900 - Other Services & Charges					
1ST SOURCE BANK	421860	02/24/2026	Control tower elevator license	2206-5-201-4390900	131.32
ExpObject 4390900 - Other Services & Charges Total:					131.32
Fund 2206 - AVIATION Total:					9,823.96
Grand Total:					9,823.96

Report Summary

Fund Summary

Fund	Payment Amount
2206 - AVIATION	9,823.96
Grand Total:	<u>9,823.96</u>

Account Summary

Account Number	Account Name	Payment Amount
2206-5-201-4320400	Telephone & Communic	244.34
2206-5-201-4350100	Electricity	5,926.48
2206-5-201-4350200	Natural Gas	3,357.24
2206-5-201-4350400	Water & Sewer	164.58
2206-5-201-4390900	Other Services & Charge	131.32
Grand Total:		<u>9,823.96</u>

Project Account Summary

Project Account Key	Payment Amount
None	9,823.96
Grand Total:	<u>9,823.96</u>



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 03/25/26
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: Ratify Airport Director's Signature on T-Hangar 18 lease

The Elkhart Municipal Airport has rented T-Hangar 18 to new tenant William Castaldo. I ask the Board of Aviation Commissioners to ratify the Airport Director's signature on the lease and authorize its Board President to sign this Agreement on behalf of the City.

Thank you,

Andy Jones
Airport Director

Please ratify the Airport Director's signature on new T-Hangar 18 lease & authorize The Board of Aviation Commissioners President to sign the T-Hangar 18 lease effective April 1, 2026.

Date 03.25.26

Approved by City of Elkhart
Board of Aviation Commissioners

20-0478

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement into this 1st day of April 2026, by and between Willam Castaldo and Elkhart Board of Aviation Commissioners (“Lessor”), and (“Lessee”);

WITNESSETH THAT:

1. **LEASE OF T-HANGAR.** The Lessor hereby leases to Lessee and covenants to keep the Lessee in quiet possession of, T-Hangar 18 (The “Premises”). **The Premises herein demised shall be used solely as storage space for aircraft owned by or leased to the Lessee and for no other purpose, subject to the conditions, limitations, and restrictions contained elsewhere in the Agreement.** The following described aircraft is registered with Lessor, and authorized for storage in the Premises:

Make Cessna Model 172 Registration Number N621DC

If Lessee disposes of the above registered aircraft and does not replace it within One Hundred Twenty (120) days, this Agreement shall automatically terminate. If Lessee purchases or Leases an aircraft different than the one registered above, Lessee shall notify the Lessor within Seven (7) days of such occurrence.

2. **TERMS.** Agreement shall continue in effect from month-to-month, unless terminated under the terms of this Agreement. **Lessee must provide Lessor 30 days advanced written notice to terminate lease agreement.**

3. **PAYMENT.** In consideration whereof, the Lessee agrees to pay the Lessor as monthly rent for the Premises, the sum of \$100.00 in advance on or before the first day of each month. The amount of rent may be changed from time to time by the Lessor upon Thirty (30) days prior written notice to Lessee.

In addition to the advance payment of rental for the first month, Lessee shall pay the Lessor the sum of \$100.00 which shall be applied as rental for the last month of Lessee’s occupancy of the Premises. In the event Lessee shall fail to comply with any provision of this Agreement, said sum may be retained by the Lessor as a security deposit and shall be in addition to any liability for damage to the Premises. Payment shall be made to Controllers Office 229 S. Second Street, Elkhart, Indiana 46516.

4. **USE OF HANGAR.** Lessee agrees to take good care of the Premises and to return the same at the expiration of the term in as good order as received, ordinary wear and tear and natural decay expected. If destruction of the Premises, or any part thereof, proved to be without fault of the Lessee shall occur during the term of this Agreement so as to make the Premises unfit for the purpose hereinabove mentioned, the Lessee may surrender and cancel this Agreement. Lessee agrees that its use of the Premises shall be in conformity with the provisions of this paragraph and further agrees that, any other provision of this Agreement notwithstanding, in the event of any violation of the provisions of this paragraph on the part of the Lessee, the Lessor shall have the right to cancel this Agreement forthwith and without notice.

- a. The Premises are for the private use of the Lessee and shall not be used for any commercial purpose, including, but not by way of limitation, the sale of products or services of any kind, whether or not such sales are transacted for a profit.
- b. Only the Lessee named in this Lease and no other person shall be allowed to perform preventive maintenance on its aircraft, registered for that hangar, of the kind and to the extent permitted by Federal Aviation Administration Regulation, FAR 43.3 Appendix A, paragraph (c) titled Preventive Maintenance (see reverse Side-Exhibit “A”), and any subsequent amendments.
- c. Lessee agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations, including, but not limited to, those pertaining to fire and safety, as well as the Regulations of the Lessor.
- d. Lessee’s exclusive use is restricted to the Premises designated herein and does not apply to any ramp, apron or taxiway within the T-Hangar area. All such ramp, aprons, or taxiways within the T-Hangar area are common use areas, available to all other users and tenants on the Airport. Lessee agrees that Lessee’s aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.
- e. Lessee may place within the Premises a small desk, a workbench, a tool cabinet and necessary small hand tools required for work permitted under subparagraph 4b.
- f. Lessee may store parts and accessories for the aircraft registered for the Premises within the Premises; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on, an aircraft registered for the Premises shall be prohibited.
- g. Lessee may park an operable automobile within the T-Hangar, but only an automobile registered to the lessee and subject to any parking rules and regulations issued by the Lessor. The Lessor shall have the right to remove any automobile, at the Lessee’s expense, that is parked in an unauthorized area.
- h. Lessee may store not more than Five (5) gallons of flammable fluids, or reasonable amounts of aircraft lubricants, within the premises, provided that any such storage shall be limited to MFPA approved containers, or unopened original cans.
- i. Lessee has the right to store non-aviation related items owned by the lessee within the premises as long as the lessee also stores an airworthy aircraft registered to the lessee.
- j. Lessee will not be permitted to perform repair service on automobile or automotive equipment of any kind, other than an authorized motorized towing vehicle from or at the Premises.
- k. Lessee shall not perform painting, or “doping”, operations of any kind within the Premises, the use of non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires will be permitted.
- l. Lessee shall be responsible to remove all trash from the Premises and deposit it in the containers as designated by Lessor.
- m. The doors on the Premises shall be kept closed at all times except for ingress and egress of the aircraft and when the Lessee is present on the Premises.
- n. Subject to Lessor approval prior to installation and initial use, Lessee shall be permitted to install and use approved space heaters and engine heater which have a combined maximum load of 9.8 amps or less. Space heaters shall not be used on a continual basis while the aircraft is not in the Premises or while the Lessee is not actually working on the Premises. It shall be the responsibility of the Lessee to request and obtain approval of the installation and use of permitted devices and failure to do so may result in the termination of this Agreement or other action deemed appropriate by the Lessor. In addition to any other remedy or action available to the Lessor, the Lessor shall have, and the Lessee hereby agrees that Lessor shall have, the right to enter onto the Premises and remove there from any and all devices which the Lessor has not specifically approved for installation and use in the Premises. Lessor shall not be held liable for any such loss or damage suffered by the Lessee as a result of such action by the Lessor unless such loss of damage results from negligence by the Lessor, its officers, agents or employees.
- o. Washing aircraft, however performed, will not be permitted in the Premises.

- p. Installation of furniture or appliances, other than those specifically permitted under other provisions of this Agreement shall be prohibited. This prohibition shall include, but not be limited to, sleeping couches, cots, beds, hot plates, stoves and other cooking devices.
- q. Lessee shall dispose of all waste oil in Lessor's approved containers designated for such purposes. Disposal of oil in drains, on the ground, or in any unapproved containers shall result in immediate termination of this Agreement by the Lessor.
- r. Lessee shall obey & comply with Lessor Minimum Standards and any modifications made to them.
5. **SUBLEASE/ASSIGNMENT.** The Premises shall not be sublet, assigned, transferred or set over by the act of the Lessee, by process or operation of law or in any other manner whatsoever without the prior written consent of the Lessor. The parking of aircraft not owned or leased by the Lessee in the Premises shall constitute a sublease.
6. **SIGNS.** No signs, emblems, or advertising shall be placed or erected on or in the Premises herein demised, nor shall the Lessee make any alterations, changes or additions to the Premises without Lessor's approval.
7. **DISCLAIMER OF LIABILITY.** Lessor hereby disclaims, and Lessee hereby releases Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury of any nature whatsoever sustained by Lessor, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss or revenue or anticipated profits or other damage related to the leasing the Hangar under this Agreement.
8. **NOTICES.** Notices to the Lessor provided for herein shall be in writing and shall be sufficient if sent by registered mail, postage prepaid, or hand delivered, addressed to Elkhart Municipal Airport, 1211 CR 6 W, Elkhart, Indiana 46514, and notices to the Lessee shall be in writing and shall be sufficient if sent registered mail, postage prepaid, or hand delivered, to the address listed below or to such other respective addresses as the parties may designate to each other in writing from time to time.
9. **INDEMNIFICATION.** The Lessee agrees to indemnify and save the Lessor, its officers, agents and employees harmless from any liability, including, but not limited to, claims, judgments, fines, costs and attorney's fees, to persons or property resulting from or arising out of or in any way connected with the Lessee's use or occupancy of the Premises and/or breach of this Agreement. The Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the Lessor's control.
10. **DEFAULT.** Upon Lessee's failure to pay any installment of rent when due, or in the event of Lessee's neglect or failure to comply with the provisions of this Agreement, the Lessor shall, at its option, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the premises, without being guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by the Lessor or either or both of the rights specified above shall not prejudice the Lessor's right to pursue any other remedy available to the Lessor in law or equity.
11. **INSPECTIONS.** The Lessee agrees that Lessor shall have the right to enter the Premises at any time for the purpose of making inspections thereof and to take such action and to make such repairs or alterations as are, in the sole opinion of the Lessor, desirable or necessary, and to take such materials into or out of the premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the Lessee. Lessor, or designated representative, shall annually in May conduct inspections to determine compliance with paragraph 4. Lessee shall provide a means of access whether key or code within 10 days of tenancy.
12. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Indiana.
13. **RELATIONSHIP OF PARTIES.** The relationship between the Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of the Lessor, and the Lessor shall not be responsible for the acts or omissions of Lessee or its agents.
14. **REMEDIES CUMULATIVE.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

EXHIBIT A

FEDERAL AVIATION ADMINISTRATION REGULATIONS FAR Part 43.3 Appendix A, Paragraph (c)

(c) **Preventive maintenance.** Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations.

- 1) Removal, installation, and repair of landing gear tires.
- 2) Replacing elastic shock absorber cords on landing gear.
- 3) Servicing landing gear shock struts by adding oil, air, or both.
- 4) Servicing landing gear wheel bearings, such as cleaning and greasing.
- 5) Replacing defective safety wiring or cotter keys.
- 6) Lubrication not requiring disassembly other than removal of nonstructural items such as covers plates, cowlings, and fairings.
- 7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
- 8) Replenishing hydraulic fluid in the hydraulic reservoir.
- 9) Refinishing decorative coating of fuselage, balloon baskets, wings, tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
- 10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.

- 11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon interior when the repairing does not require disassembly of any primary structure or operating system or affect primary structure or operating system or affect primary structure of the aircraft.
- 12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper airflow.
- 13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
- 14) Replacing safety belts.
- 15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
- 16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
- 17) Replacing bulbs, reflectors, and lenses of position and landing lights.
- 18) Replacing wheels and skis where no weight and balance computation is involved.
- 19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
- 20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
- 21) Replacing any hose connection except hydraulic connections.
- 22) Replacing prefabricated fuel lines.
- 23) Cleaning or replacing fuel and oil strainers or filter elements.
- 24) Replacing and servicing batteries.
- 25) Removing and installing glider wings and tail surfaces that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot.
- 26) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
- 27) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
- 28) Removing and installing balloon baskets and burners that are specifically designed for quick removal and installation and when such removal and installation can be accomplished by the pilot, provided that baskets are not interchanged except as provided in the type certificate data sheet for that balloon.
- 29) The installation of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
- 30) Removing, checking, and replacing magnetic chip detectors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

Billing Address: 7664 St. Andrews Circle
Portage, MI 49024

LESSEE SIGNATURE: _____

Wm A. Caldwell

Phone #: 937-308-8335

Email: billicastaldo@gmail.com

Combo Code: 4510

LESSOR
Airport Manager

By: _____

Andy Jones

Printed Name:

Andy Jones

BOAC Member:

Bruce D. Shreiner
Bruce Shreiner, VP



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 03/25/26
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: Request Approval for Hangar 33 roof replacement change order

At the November 2025 BOAC meeting, Tru-Kote Roofing, Inc'. quote of \$11,720.00 for the replacement of the Hangar 33 roof. During the replacement process, Tru-Kote discovered rotten wooden roof beams which were undetectable prior to submitting the quote. Please approve the change order quote in the amount of \$3,040.00 for the replacement of the rotten wood. The new total project cost is now \$14,760.00. The airport director needed to make an emergency decision to approve the change in order to prevent water damage to the hangar contents, therefore approval is also requested to ratify the airport director's signature on the change order quote.

Please approve the quote from Tru-Kote Roofing, Inc for the change order to the Hangar 33 roof in the amount of \$3,040.00 and please also ratify the airport director's signature on the change order quote.

Thank you,

Andy Jones
Andy Jones
Airport Director

Approved as to form and legality

KD

Date 03.25.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce D Shumer

Tom Shoff via M. Teams (B)



Tru-Kote Roofing
 58867 County Rd 105
 Elkhart, IN 46517
 Phone: (574) 536-4326

Change Order

Contractor:	
Customer:	ELKHART AIRPORT HANGAR 33 BLDG
Address:	1301 CO RD 6
City, State Zip:	ELKHART, IN ELKHART
Phone:	
Job #:	

C.O. #:	001
Date:	3/10/2026

Buyer agrees to the following described goods and services which are to be furnished as a part of the Contract referred to above. Buyer requests that General Contractor make the following changes in such contract, previously executed by the parties hereto, subject to all the terms and conditions therein, except as otherwise stated herein:

Reinforce all existing nailers with new 2x4s on top

*AVIATION note:
 This is a change order from PO 25-00728 - Once the initial work on the Hqr 33 roof started, it was found that the wood is rotting, which needs to be fixed before the new roof can be installed - This change order for \$3,040.00 is approved by Andy Jones (KS)*

Original Contract Sum.....	\$11,720.00
Original Contract Sum will be increased / decreased by this	
Change Order in the amount of.....	\$3,040.00
New Contract Sum including this	
Change Order will be.....	\$14,760.00

ACCEPTED: The above prices and above specifications of the Change Order are satisfactory and are hereby accepted.
 All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

- Notice to Buyer:
- 1) Do not sign this document before you read it or if it contains any blank spaces.
 - 2) You are entitled to an exact copy of this document you sign, completely signed.
 - 3) Each of the undersigned buyer's acknowledges that such buyer received at the time of the execution of this document an exact copy hereof, completely filled in.

Accepted By: Andy Jones 03 / 10 / 2026 Rep. Elkhart 03 / 10 / 2026
 Representative, Customer Representative, Contractor Date

City of Elkhart Aviation Dept
 Karen Shaw
 Date Received: 03.10.26

Order Approved By The
 Airport Director

Title	Please Sign_Change Order 001
File name	0k12zh9nq023mo9ljvf6hj6d5kct
Document ID	2e43838277b2473b7dbd5b79ede1f1fa21b4c114
Audit trail date format	MM / DD / YYYY
Status	• Signed

This document was requested from app.companycam.com

Document History



03 / 10 / 2026
13:34:19 UTC

Sent for signature to Wayne Hershberger (wayne@trukote.com) and Karen Shaw (karen.shaw@cityofelkhartin.gov) by developers@companycam.com acting on behalf of doug@trukote.com
IP: 50.106.66.190



03 / 10 / 2026
14:05:33 UTC

Viewed by Wayne Hershberger (wayne@trukote.com)
IP: 174.224.212.190



03 / 10 / 2026
14:05:57 UTC

Signed by Wayne Hershberger (wayne@trukote.com)
IP: 174.224.212.190



03 / 10 / 2026
14:09:51 UTC

Viewed by Karen Shaw (karen.shaw@cityofelkhartin.gov)
IP: 72.2.146.20



03 / 10 / 2026
14:19:32 UTC

Signed by Karen Shaw (karen.shaw@cityofelkhartin.gov)
IP: 72.2.146.20

Signed at Karen's Computer w/ Andy Jones' approval + as a witness (KS)

03 / 10 / 2026
14:19:32 UTC

The document has been completed.

Title	Please Sign_Change Order 001
File name	0k12zh9nq023mo9ljvf6hj6d5kct
Document ID	2e43838277b2473b7dbd5b79ede1f1fa21b4c114
Audit trail date format	MM / DD / YYYY
Status	☉ Signed

This document was requested from app.companycam.com


Document History
COMPLETED



CITY OF ELKHART
 229 South 2nd Street
 Elkhart, IN 46516-3112

PURCHASE ORDER

PO Number: 25-00728-R1

Date: 01/01/2026

Requisition #: REQ02881

Vendor #: 023373

ISSUED TO: TRU-KOTE ROOFING SYSTEMS
 59693 CR 11
 ELKHART, IN 46517

SHIP TO: AVIATION DEPARTMENT
 Attn:CITY OF ELKHART
 1211 COUNTY ROAD 6W
 Elkhart, IN 46516

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Hangar 33 roof replacement		2206-5-201-4360100	0.00	14,760.00

This is for hangar 33 roof replacement, total cost: \$11,720.00. Quote date: 11/21/25. This work was approved by the BOAC at the 11.26.25 meeting and was signed by the board president. This work can't be done until next spring, request these funds to be encumbered into 2026.

SUBTOTAL:	14,760.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	14,760.00

Authorized by: _____ *Erickson*

- Original invoice must be sent to: SHIP TO Address above.
- Payment may be expected within 30 days of receipt of goods and invoice.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The City is exempt from all federal excise and state tax -- ID# 35-6001016



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 03/25/26
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: Request approval to solicit quotes and approve quote specifications for crack sealing repairs of the taxiways

The Airport Director requests approval to solicit quotes AND approve quote specifications for the purpose of sealing cracks on the Alpha, Bravo & Delta taxiways and the Ralph Bean memorial parking lot near Wheels Up. The funds for this project were included in the 2026 Aviation budget.

Please approve solicitation of quotes AND quote specifications for crack sealing of the Alpha, Bravo & Delta taxiways and the Ralph Bean memorial parking lot. The funds for this project were included in the 2026 Aviation budget.

Thank you,

Andy Jones

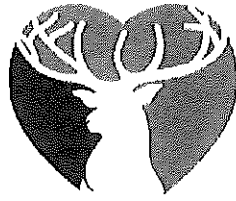
Andy Jones
Airport Director

Approved as to form and legality

KD

Date 03.25.26
Approved by City of Elkhart
Board of Aviation Commissioners

Bruce J. Skremin
Tam Shoff via M. Teams (RS)



City of Elkhart

Aviation Department

Contractor name
Attn: name
Street address
City state zip

Date: April 2026

RE: Crack Sealing of Airport Taxiways, Connectors & Parking Lot

NOTICE TO QUOTERS of QUOTE SPECS

The City of Elkhart, Indiana Aviation Department will receive sealed quotes at 1211 CR 6W for the following project:

Crack Sealing of Alpha, Bravo & Delta taxiways, and event parking lot located at Elkhart Municipal Airport (EKM), 1211 CR 6W, Elkhart, IN 46514

Scope of work to be completed:

CRACKSEAL SCOPE:

All cracks to be filled are cleaned/blown out using air compressor. Cracks are then filled using hot tar designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete. Tar should be resistant to tracking at elevated temperatures and remains flexible down to -15 degrees Request that tar meets ASTM 3405 specifications and is ideal for roads, highways, taxiways.

TAXIWAYS, PARKING LOT & APPROXIMATE LINEAR FEET OF CRACKING:

TAXIWAY:	LINEAR FEET:
BRAVO	45,405
BRAVO 1	1680
BRAVO 2	3094
BRAVO 3	3770
BRAVO 4	4500
BRAVO 5	3450
ALPHA 1	1209
DELTA	25,155
DELTA 1	2675
DELTA 2	1500
DELTA 3	2710
EVENT PARKING LOT	2640

Project notes and warranty info.

1. Project cleanliness: Keep job-site neat and clean and dispose of all debris created during project on a daily basis.
2. Communication: Keep proper radio communication with air traffic control tower when the tour is staffed, and aircraft during hours when tower is closed.
3. Change Order Policy: Contractor will not perform any work outside the scope set forth in the quote without a written change order signed by the customer.
4. Estimated Total Project Time Span: One week "contingent on the weather".

Quotes will be accepted during the hours of 8:00 AM to 3:00 PM Mon-Fri. The deadline for receiving quotes will be 1PM on April 8, 2026. PLEASE CALL OUR OFFICE BEFORE BRINGING QUOTES 574-264-5217 OR 574-903-4815.

Quotes are to be submitted in a sealed envelope to the ELKHART MUNICIPAL AIRPORT, FIRST FLOOR ADMINISTRATION BUILDING, 1211 CR 6W, ELKHART, IN 46514. Write the words "Airport Crack Sealing" on the outside of the envelope. All quotes received by the deadline will be opened at 4:00 PM on April 29, 2026 during the Board of Aviation Commissioners (BOAC) meeting which will take place at The Elkhart Municipal Airport, first floor administration building, 1211 CR 6W, Elkhart, IN 46514. The quotes will be assigned to staff for review and a recommendation to award the quote from the most responsive quoter will be made by the BOAC on the same date of April 29, 2026. Any quote received after the deadline, will be returned to the quoter unopened.

Contact: Rick Johnson, Airport Maintenance Supervisor to schedule a time to visit the site prior to quoting.

574-361-2123

Rick.johnson@cityofelkhartin.gov

Sincerely,


Andy Jones

Elkhart Municipal Airport Director

1211 Co. Rd. 6 W.

Elkhart, In. 46514



City of Elkhart, Indiana
the city with a heart.

MEMORANDUM

DATE: 03/25/26
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: Approval of Progress Estimate #9 for
(including change orders & certificate of

*Email to Paul + Andrew
File in AIP-40*

Please approve the contractor's progress estimate #9 for the 10-unit T-Hangar Tech Construction in the amount of \$116,249.12. This includes the gate adjustment. This is the last construction invoice. The final release date. Please also approve the certificate of substantial completion authorization for the BOAC president to sign all documents related to the certificate of completion.

Please approve Progress Estimate #9 in the amount of \$116,249.12 including the change orders for the 10-unit T-Hangar project for payment to New Tech Construction. Please also approve the certification of substantial complete and give authorization for the BOAC president to sign all documents.

Thank you,

Andy Jones

Andy Jones
Airport Director

Date 03.25.26

Approved by City of Elkhart
Board of Aviation Commissioners

Brad Sherman

Tom Shoff via M. Teams (RB)

Approved as to form and legality

KD

Invoice

New Tech Corporation
9896 W 300 N, Bldg C
Michigan City, IN 46360

Date
3/3/2026

Bill To:
City of Elkhart Board of Aviation Commissioners
Elkhart Municipal Airport
1211 County Road 6, Elkhart, IN 46514

Project: T-Hangar and Taxilane

DESCRIPTION	AMOUNT
Invoice No. 9 - Total	\$ 122,367.49
Invoice No. 9 - Retainage	\$ (6,118.37)
Total Due	\$ 116,249.12

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS **CONTRACTOR'S**
PROGRESS
ESTIMATE

NEW TECH CORPORATION

NUMBER: 9

PERIOD

FROM

12/01/2025

PROJECT:

TO

02/28/2026

ELKHART MUNICIPAL AIRPORT
BID PACKAGE 'A' TAXILANE; BID PACKAGE 'B' 10 UNIT T-HANGAR

ITEM SPEC.	DESCRIPTION	QUANTITIES		UNIT	UNIT PRICE	AMOUNT
		THIS ESTIMATE	TO DATE			
BID PACKAGE A - TAXILANE CONSTRUCTION						
General Site Work: Work Outside of Building Footprint						
S1	CE-95-2.1 Production Staking by Contractor		1.00	L.S.	7,500.00	\$7,500.00
S2	M-102-2.1- Maintenance of Traffic		1.00	L.S.	3,500.00	\$3,500.00
S3	C-100 Contractor Quality Control Program		1.00	L.S.	15,000.00	\$15,000.00
S4	C-105 Mobilization		1.00	L.S.	48,000.00	\$48,000.00
S5	C-102-5.1 Installation and Removal of Temporary Silt Fence		730.00	L.F.	5.00	\$3,650.00
S6	L-108 - 5.1 Trench, Duct Bank or Conduit		200.00	L.F.	30.00	\$6,000.00
S7	L-108 - 5.2 Installed in Trench or Plowed-In, Above the Duct Bank		185.00	L.F.	25.00	\$4,625.00
S8	L-110-5.1 Electrical Duct Bank, PVC, 2 BK 2"		130.00	L.F.	25.00	\$3,250.00
S9	L-110-5.2 Electrical Duct , PVC, 1 BK 3"		45.00	L.F.	33.00	\$1,485.00
S10	P-152-4.1 Unclassified Excavation (Waste disposed of on site)		3,996.00	C.Y	14.50	\$57,942.00
S11	INDOT 303 Compacted Aggregate, No. 53		1,300.00	C.Y	110.00	\$143,000.00
S12	P-403-8.2 Asphalt Base Course		890.00	TON	140.00	\$124,600.00
S13	P-403-8.1 Asphalt Surface Course		540.00	TON	170.00	\$91,800.00
S14	P-603-5.1 Emulsified Asphalt Tack Coat		470.00	Gal.	3.50	\$1,645.00
S15	P-605-5.1 Asphalt Joint Sealing		500.00	L.F.	6.00	\$3,000.00
S16	P-620-5.1 Pavement Marking, 6 in, Yellow, with Reflective Media	150.00	150.00	S.F	15.00	\$2,250.00
S17	D-701-5.1 Pipe, Corrugated Aluminum, 12 inch		100.00	L.F.	95.00	\$9,500.00
S18	D-752-1.1 12 inch, Pipe End Section		2.00	Ea.	2,500.00	\$5,000.00
S19	F-162-5.2 20' Rolling Cantilever Gate (Black Vinyl Coated)	1.00	1.00	Ea.	30,000.00	\$30,000.00
S20	T-901-5.1 Seeding			KSF	180.00	\$0.00
Alternate 1 - Mill & Resurface Taxilane						
P1	C-105 Mobilization		1.00	L.S.	500.00	\$500.00
P2	P-101-5.1 Cold Milling, 1.5"		2,650.00	SYL	4.75	\$12,587.50
P3	P-403-8.1 Asphalt Surface Course, 1.5"		230.00	TON	165.00	\$37,950.00
P4	P-603 Emulsified Asphalt Tack Coat		320.00	Gal.	3.50	\$1,120.00
P5	P-620-5.1 Pavement Marking, 6 in, Yellow, with Reflective Media	195.00	195.00	S.F.	15.00	\$2,925.00
Alternate 2 - remove and Replace Hangar 39 Apron						
P6	C-105 Mobilization		1.00	L.S.	3,900.00	\$3,900.00
P7	P-101-5.2 Pavement Removal		1,150.00	SYL	3.14	\$3,611.00
P8	INDOT 303 Compacted Aggregate, No. 53		391.00	C.Y	86.66	\$33,884.06
P9	P-403-8.2 Asphalt Base Course		166.00	TON	140.00	\$23,240.00
P10	P-403-8.1 Asphalt Surface Course		100.00	TON	170.00	\$17,000.00
P11	P-603 Emulsified Asphalt Tack Coat		81.00	Gal.	3.50	\$283.50
BID PACKAGE B - T-HANGAR CONSTRUCTION						
Allow	Utility Electrical Service from Road to Building	8,562.50	8,562.50	DOL	\$1.00	\$8,562.50
B1	10-Unit Pre-Engineered Building with Bi Fold Doors		1.00	L.S.	390,000.00	\$390,000.00
B2	10-Unit foundations, building erection, and excavation for the		1.0000	L.S.	470,000.00	\$470,000.00
B3	10-Unit sub panels, overhead lighting, outlets, door operators,	0.10	1.00	L.S.	90,000.00	\$90,000.00

CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS **CONTRACTOR'S**
PROGRESS
ESTIMATE

NEW TECH CORPORATION

NUMBER: 9

PERIOD FROM 12/01/2025

PROJECT: TO 02/28/2026

ELKHART MUNICIPAL AIRPORT
BID PACKAGE 'A' TAXILANE; BID PACKAGE 'B' 10 UNIT T-HANGAR

ORDER ITEMS

B4	10-Unit	3-Hour Fire Wall Barrier	1.00	1.00	L.S.	74,030.00	\$74,030.00
B5	10-Unit	Gate Fencing Adjustments	1.00	1.00	L.S.	1,450.00	\$1,450.00

The certified payrolls for the period covered by this est. have been submitted & reviewed.
 The Contractor certifies that the wage rates contained therein are not less than the applicable wage rates in the Federal Davis-Bacon wage determination in the contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge the Work covered by this Payment is Complete in accordance with Contract Documents and all liens on Work from previous Payments have been cleared.

TOTAL	\$1,732,790.56
RETAINAGE	(\$86,639.53)
BALANCE	\$1,646,151.03
PREVIOUS PAY	\$1,529,901.91
AMOUNT DUE	\$116,249.12
RETAIN THIS ES	(\$6,118.37)

APPROVED Shane Osborne
 CONTRACTOR NEW TECH CORPORATION
 Date: 3/3/2026

The Engineer certifies that based on site observations and to the Engineer's best knowledge the Work has satisfactorily progressed in accordance with the contract, and the Contractor is entitled to payment of the amount certified by the Contractor.

APPROVED James A. Books
 ENGINEER BUTLER, FAIRMAN, & SEUFERT, INC.
 Date: 03/03/2026

APPROVED [Signature]
 CITY OF ELKHART BOARD OF AVIATION COMMISSIONERS
 Date: 03.25.26
Bruce Shreiner, VP Doug Thorne, President

Item	Explanation
B-1	Electrical Service from Road to Building: This was an allowance item listed on the bid tab. However, the amount was not included in the award total. The allowance was budgeted for \$20,000. The scope of work for this item was electrical service from the road to the building and was needed for the scope of work. Only \$8,562.50 was used for this pay item.

Item	Explanation
B-5	Gate Fencing Adjustments: This new pay item is being added to the contract as an additional 10' of fencing is being added on each side of the new gate to bump the gate in 10' to allow someone room to pull up and access the key pad

CHANGE ORDER - SECTION 2

Change Order Number

No. 2

Item No.	Spec. Ref.	Description	Units	Unit Price	Quantity			Increase (Decrease)		
					Fed	State	Total	Fed	State	Total
		Bid Package B - T-Hangar Construction								
Allow	Utility	Electrical Service from Road to Building	DOL	\$1.00			8,562.50			\$8,562.50
B5	10-Unit	Gate Fencing Adjustments	LS	\$1,450.00			1.00			\$1,450.00
Total Increase (Decrease)										\$10,012.50

End of Section 2



PCCO #002

New Tech Corp
9896 W 300 N BLDG C
Michigan City, Indiana 46360
Phone: (219) 283-8883

Project: 218 - Elkhart Airport T Hanger
1211 COUNTY ROAD 6
Elkhart, Indiana 46514

DRAFT

Prime Contract Change Order #002: CE #002 - Gate change

TO: City of Elkhart Board of Aviation Commissioners
1211 County Road 6
Elkhart, Indiana 46514
FROM: New Tech Corp
9782 W 300 N
Michigan City, Indiana 46360
DATE CREATED: 11/12/2025
CREATED BY: Shane Osborne (New Tech Corp)
CONTRACT STATUS: Draft
REVISION: 0
REQUEST RECEIVED FROM:
DESIGNATED REVIEWER: Shane Osborne (New Tech Corp)
REVIEWED BY:
DUE DATE: 11/14/2025
REVIEW DATE:
INVOICED DATE:
PAID DATE:
REFERENCE: CHANGE REASON: Client Request
PAID IN FULL: No
EXECUTED: No
ACCOUNTING METHOD: Unit/Quantity Based
SCHEDULE IMPACT:
SIGNED CHANGE ORDER RECEIVED DATE:
REVISED SUBSTANTIAL COMPLETION DATE:
FIELD CHANGE: No
CONTRACT FOR: 1:Elkhart Airport T Hanger
TOTAL AMOUNT: \$1,450.00

DESCRIPTION:
CE #002 - Gate change
Add 10' of fencing on each side of new gate to bump the gate in 10' and allow someone room to pull up and access key pad.

ATTACHMENTS:
Fence change drawing.pdf

Table with 2 columns: Description and Amount. Rows include original contract sum (\$1,887,603.06), net change by previously authorized Change Orders (\$74,030.00), and new contract sum including this Change Order (\$1,763,083.06).

Adam Clawson (Butler, Fairman & Soufert, Inc)

City of Elkhart Board of Aviation Commissioners
1211 County Road 6
Elkhart, Indiana 46514

New Tech Corp
9782 W 300 N
Michigan City, Indiana 46360

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Bid Package "A" Taxilane, Bid Package "B" 10 Unit T-Hangar, Alternate 1 and Alternate 2

DATE OF ISSUANCE March 3, 2026

OWNER City of Elkhart Board of Aviation Commissioners

OWNER's Contract No. 729800

CONTRACTOR New Tech Corporation ENGINEER Butler, Fairman and Seufert, Inc.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

- 1. Applies to all work under the Contract Documents.

TO City of Elkhart Board of Aviation Commissioners

OWNER

And To New Tech Corporation

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

February 20, 2026

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days from the issuance of the punchlist

EJCDC No. 1910-8-D (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:


OWNER: Per Contract Specifications


CONTRACTOR: Per Contract Specifications


The following documents are attached to and made a part of this Certificate:

This project has a one year warranty for any deficiencies in materials or workmanship.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on March 3, 2026
Butler, Fairman and Seufert, Inc.
ENGINEER
By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on March 3rd, 2026
New Tech Corporation
CONTRACTOR
By: 

OWNER accepts this Certificate of Substantial Completion on _____, 20____
City of Elkhart Board of Aviation Commissioners
OWNER
By: 
(Authorized Signature)



City of Elkhart, Indiana
the city with a heart

MEMORANDUM

DATE: 03/25/26
TO: The Board of Aviation Commissioners
FROM: Andy Jones, Airport Director
RE: BF&S professional services agreement for Runway 27 approach protection avigation easement acquisition

Please approve the Butler, Fairman & Seufert (BF&S) professional services agreement for the Runway 27 approach protection avigation easement acquisition for parcels 67 and 77-85. This document has been drafted & approved by the City Legal Department. Furthermore, construction cost limit will be in the amount of the FAA awarded grant and is pending funding appropriation by the City's Common Council. Please also authorize the board president to sign this agreement.

Please approve the BF&S professional services agreement for Runway 27 approach protection avigation easement acquisition for parcels 67 and 77-85 drafted & approved by the City Legal Department and pending funding appropriation by the City's Common Council. Please also authorize the board president to sign this agreement.

Thank you,

Andy Jones
Airport Director

Approved as to form and legality

Date 03.25.26

Approved by City of Elkhart
Board of Aviation Commissioners

Tom Shoff via M. Teams (RS)

CITY OF ELKHART, INDIANA
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES
(Edition 2020)

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”)

between The City of Elkhart, Indiana, acting by and through its Board of Aviation Commissioners (“Owner”) and Butler, Fairman and Seufert, Inc., 500 East 96th St., Suite 500, Indianapolis, IN 46240-3767 (“Engineer”).

For the following Project: (“Project”).
Runway 27 Approach Protection, Acquire Avigation Easements Parcels 67 and 77-85

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall make available to Engineer reports, studies, regulatory decisions, programs, instructions, data, and other written information relating to the Services. Engineer may rely upon said documents without independent verification unless advised by the Owner that verification may be needed such as information from “record drawings” and GIS.

ARTICLE 3 – DEFINITIONS

3.01 Defined Terms

A. The terms used in this Agreement and Exhibits, including the singular and plural forms, have the meanings indicated in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.

2. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.

3. *Conflict of Interest* - Conflict of interest means that because of other activities or relationships with other persons, a person or entity is unable or potentially unable to render impartial assistance or advice to the City, or the person's or entity's objectivity in performing the contract work is or might be otherwise impaired, or a person or entity has an unfair competitive advantage.

4. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

6. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

7. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Documents* – Data, reports, Drawings, Specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Contractor to Owner pursuant to this Agreement.

9. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

10. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated, it means the date on which the last party duly executes this Agreement.

11. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, and authorities.

12. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

13. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the construction phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner.

14. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

15. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

16. *Work* – The entire construction or the various identifiable parts required to be provided under the contract documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the contract documents.

ARTICLE 4 – SCHEDULE FOR RENDERING SERVICES

4.01 Commencement

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

4.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth on specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable. The payment of Engineer's fees as set forth in this Agreement are conditioned upon the completion of all Documents no later than:

1. Work shall be started upon award of the project to the Contractor for services described herein.
2. The services for inspection services have been based on the contract time of 33 calendar days to achieve substantial completion and 7 calendar days for final acceptance. Should the contract time be extended or additional construction contracts added under this grant, there shall be cause for additional compensation to the ENGINEER.
3. The warranty inspection shall be conducted within 1 month of the expiration of the 12-month warranty period.
4. Grant close-out documents will be completed within 45 days of the last grant action.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, shall be extended for the period of such delay or Owner shall authorize Engineer to work overtime to make up such lost time, and Engineer's compensation shall be adjusted equitably.

C. If, through no fault of Owner, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services are impaired, or Engineer's services are delayed by reason of any error, inconsistency or omission of Engineer, Engineer shall compensate Owner for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages exceed ten percent (10%), in the aggregate of Engineer's compensation. In addition, Engineer shall provide all necessary services at its own cost, including any overtime costs and expenses, required to make up time lost to Owner because of such delay.

D. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be mutually agreed upon by the parties.

E. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

ARTICLE 5 – INVOICES AND PAYMENTS

5.01 Invoices

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month along with reasonable supporting detail. Owner shall pay approved amounts no later than 40 days after receipt or as Owner's standard practices allow.

5.02 Payments

A. Prior to final payment to Engineer, Engineer shall furnish evidence satisfactory to Owner that there are no claims, obligations or liens outstanding in connection with its services. Acceptance of final payment shall constitute a waiver of all claims by Engineer for compensation for its services.

B. Should there be any claim, obligation or lien asserted before or after final payment is made that arises from Engineer's services, Engineer shall reimburse Owner for any costs and expenses, including attorneys' fees, costs and expenses, incurred by Owner in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided Owner is making payments or has made payments to Engineer in accordance with the terms of this Agreement.

C. Should Engineer or its consultants fail to perform or otherwise be in default under the terms of this Agreement, Owner shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

D. Engineer's expense records shall be maintained in accordance with generally acceptable accounting principles and shall be available to Owner at mutually convenient times for all services to be compensated on the basis of actual cost.

ARTICLE 6 – ESTIMATE OF COST

6.01 Construction Cost Estimate

A. Engineer's estimate of the Construction Cost is made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry.

6.02 Designing to Construction Cost Limit

A. Owner and Engineer agree to a Construction Cost limit in the amount of **the FAA awarded grant and subject to appropriation by the City's Common Council.**

B. The written acceptance by Owner at any time during Basic Services of a revised estimate of ~~the~~ Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

C. If the Bidding has not commenced within three months after completion of the final design phase, the established Construction Cost limit will not be binding on Engineer. In such case, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the final design phase and the date on which proposals or Bids are sought.

D. If the lowest responsible and responsive proposal or Bid exceeds the established Construction Cost limit by more than thirty percent (30%), Owner may (1) give written approval to increase such Construction Cost limit, or (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall make recommendations to Owner describing ways to proceed within Owner's budget and modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. All services of Engineer in respect of this Paragraph shall be at the sole expense of Engineer.

ARTICLE 7 – GENERAL CONSIDERATIONS

7.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer shall be responsible to Owner for the costs of any errors or omissions of the Engineer or of consultants retained by Engineer.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to written approval of Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.

D. Subject to the standard of care set forth in Paragraph 7.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing.

F. Engineer shall not be required to sign any documents that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.

H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

K. All Contract Documents and Applications for Payment shall be subject to Owner approval.

L. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other construction phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the bidding phase; (2) Engineer shall have no shop drawing review obligations during construction; (3) Owner assumes all responsibility for contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (4) the interpretation of the bid documents remains the Engineer's responsibility.

7.02 Use of Documents

A. Upon the making of final payment to Engineer, Owner shall receive ownership of the property rights of all of the Documents prepared, provided or procured by Engineer or by consultants retained by Engineer. All Documents prepared, provided or procured by Engineer or by consultants retained by Engineer shall be distributed to Owner. All Documents whether printed or electronic media format, and including AutoCad drawings, shall be provided to Owner at anytime upon the Owner's request. If this Agreement is terminated pursuant to Paragraph 7.04.B, Owner shall receive ownership of the property rights of the Documents upon payment for all services rendered according to this Agreement, at which time, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

B. Owner may use, reproduce or make derivative works from the Documents for extensions of the Project or other projects without the prior authorization of Engineer or its consultant. However, Owner's use of the Documents for derivative work without Engineer's authorization or involvement is at Owner's sole risk unless negligence of the Engineer's work is the cause of any damages.

C. Similarly, Engineer shall obtain from its consultants property rights and rights of use that correspond to the rights given by Engineer to Owner in this Agreement.

D. A party may rely upon that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

E. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

F. The Engineer may not use the information gathered or the Documents created for this Project at the Owner's expense without the written consent of the Owner.

7.03 Insurance

A. Before commencing its services and as a condition of payment, Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance", which will protect it from claims arising out of the performance of its services under this Agreement, whether such services are provided by Engineer or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Engineer shall require its consultants to maintain Comprehensive General Liability, Automobile Liability, Workers Compensation and Professional Liability coverage with a company satisfactory to Owner and with limits acceptable to Owner.

C. Engineer shall maintain Professional Liability insurance with a company satisfactory to Owner for claims arising from any negligent act, error, or omission of Engineer under this Agreement, which shall be a practice policy written for the amounts set forth in Exhibit D, "Insurance" with a deductible not to exceed \$100,000. The Professional Liability insurance shall contain prior acts coverage sufficient to cover all services performed by Engineer for this Project. The Professional Liability policy shall be continued in effect for three (3) years following final payment to Engineer. The deductible shall be paid by Engineer.

D. Engineer shall deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit D, and a copy of its Professional Liability policy. Such certificates and policy shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement. No policy shall be cancelled or modified without thirty (30) days prior written notice to Owner. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. Engineer and its Professional Liability insurance carrier shall notify Owner within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. Owner shall have the right to notify directly Engineer's Professional Liability insurance carrier of a claim against the policy.

7.04 Suspension and Termination

A. Suspension.

1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.

2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. Termination. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. Effective Date of Termination. The terminating party under Paragraph 7.04B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments upon Termination. In the event of any termination under Paragraph 7.04, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

E. Delivery of Project Materials to Owner. Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer.

7.05 Controlling Law

A. This Agreement shall be governed by the law of the State of Indiana.

7.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.06B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

7.07 Dispute Resolution

A. Owner and Engineer agree to make a good-faith effort to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by formal negotiation between authorized representatives of each party. Formal negotiations shall take place at a mutually acceptable time and place within fifteen (15) days of notice. Formal negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of federal and state rules of evidence.

B. All applicable statutes of limitation and defenses based on the passage of time shall be tolled during the formal negotiation process.

C. Any changes to the Agreement resulting from formal negotiation shall be incorporated into the Agreement by addendum.

D. Any claims not resolved through formal negotiation may be subject to litigation at the discretion of the aggrieved party.

7.08 Environmental Condition of Site

A. Owner represents to Engineer that to the best of its knowledge, no known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern are located at or near the Site, including type, quantity, and location.

B. If Engineer encounters an undisclosed Constituent of Concern, Engineer shall notify the Owner and the appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

7.09 Indemnification by Engineer

A. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to, all fees and charges of contractors, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease,

death, or to damage to or destruction of tangible property (including any resulting loss of use), but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.

7.10 Conflict of Interest –

A. The Engineer acknowledges and agrees that it does not have a current Conflict of Interest, as defined in Section 3.01, with the Owner and will not have a Conflict of Interest with the Owner during the term of this Agreement, regardless of whether that Conflict of Interest is real or perceived.

B. The Engineer further acknowledges and agrees that the Engineer and its Consultants are not currently providing any services to any third parties and will not provide services for at least 24 months after the Project is completed that will financially benefit the Engineer and/or its Consultants directly or indirectly.

C. The Owner, in its sole discretion, may waive a Conflict of Interest if the Engineer notifies the Owner of the conflict and fully discloses the nature of the conflict before the effective date of this Agreement.

D. If the Engineer fails to disclose a Conflict of Interest before the effective date of this Agreement, the Owner may terminate this Agreement as provided in paragraph 7.04.

E. If the Engineer or its Consultants breach Subsection 7.10(B), the Owner may disqualify the Engineer from bidding or quoting on any future projects by the Owner, or reject any bids or quotes by the Engineer as not responsible.

F. If the Engineer disputes the determination of the Owner's designated representative that the Engineer has a Conflict of Interest, the Engineer may appeal the designated representative's determination to the Board of Public Works. The Board of Public Work's decision on the matter shall be final.

7.11 *Miscellaneous Provisions*

A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable

ble provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of final payment.

F. The provisions of this Agreement shall be construed according to the laws of the State of Indiana. Any action arising under this Agreement shall be brought in the Federal District Court for the Northern District of Indiana, or the Circuit or Superior Court of Elkhart County, Indiana.

ARTICLE 8 – E-VERIFY REQUIREMENT

8.01 *Terms*

All terms defined in I.C. § 22-5-1.7 *et seq.* are adopted and incorporated into this section.

8.02 *Enrollment and Participation*

A. Pursuant to I.C. § 22-5-1.7 *et seq.*, Engineer shall enroll in and verify the work-eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement.

B. Engineer shall provide Owner with documentation that it is enrolled and participating in the E-Verify program.

8.03 *Affidavit*

A. Engineer is required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-verify program, and (ii) it does not knowingly employ any unauthorized aliens.

B. This Agreement shall not take effect until said affidavit is signed by Engineer and delivered to Owner along with the documentation of the E-Verify program enrollment and participation.

8.04 *Subcontractors*

A. Should Engineer subcontract for the performance of any work under this Agreement, the Engineer shall require any subcontractor to certify by affidavit that: (i) the

subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-verify program.

B. Engineer shall maintain a copy of such certification for the duration of the term of any subcontract.

C. Engineer shall also deliver a copy of the subcontractor certification to the Owner within seven days of the effective date of the subcontract.

8.05 *Employment of Unauthorized Aliens*

A. If Engineer, or any subcontractor of Engineer, knowingly employs or contracts with any unauthorized alien, or retains an employee or contract with a person that the Engineer or subcontractor subsequently learns is an unauthorized alien, Engineer shall terminate the employment of or contract with the unauthorized alien within thirty (30) days.

B. Should the Engineer or any subcontractor of Engineer fail to terminate the employment of, or contract with, the unauthorized alien within thirty (30) days, Owner has the right to terminate this Agreement without consequence.

8.06 *When E-Verify is not Required*

A. The E-Verify program requirements of this Agreement will not apply should the E-Verify program cease to exist.

ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included*

- A. Exhibit A, "Engineer's Services and Schedule," consisting of Two (2) page(s).
- B. Exhibit B, "Owner's Responsibilities," consisting of one (1) page(s).
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of three (3) page.
- D. Exhibit D, "Insurance," consisting of one (1) page.
- E. Exhibit E, "Affidavit of E-Verify Enrollment and Participation" consisting of one (1) page.
- F. Exhibit F, "Certification Statement Regarding Investments in Iran," consisting of one (1) page.
- G. Exhibit G, "Title VI Notice," consisting of two (2) pages.
- H. Exhibit H, "Federal Provision" consisting of Thirty Four (34) pages.

9.02 *Total Agreement*

A. This Agreement constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument.

9.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

9.04 Suspension and Debarment

A. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state department or agency. Necessary certification forms shall be provided by the Owner.

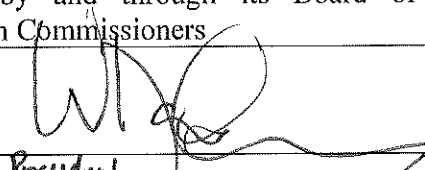
9.05 Investments in Iran

A. The Engineer shall sign a certification statement regarding investments in Iran, and said statement is incorporated herein.

9.06 Title VI Notice

A. The Engineer shall sign an acceptance certification statement regarding Title VI notification and compliance with the City of Elkhart's Title VI Policy during the duration of this agreement, and said statement is incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: City of Elkhart, Indiana, acting by and through its Board of Aviation Commissioners		ENGINEER:	
By:		By:	
Title:	President VP , BOAC	Title:	Executive Vice-President
Date Signed:	03.25.26	Date Signed:	

Attest:		Engineer License or Certification No.:	PE10504730
		State of:	Indiana
Address for giving notices:		Address for giving notices:	
Elkhart City Board of Aviation Commissioners		Butler, Fairman and Seufert, Inc.	
1211 County Road 6		500 East 96th St., Suite 500, Indianapolis, IN 46240-3767	
Elkhart, Indiana 46514		Indianapolis, IN 46240-5920	

	Designated Representative: Andy Jones		Designated Representative: Paul Shaffer
Title:	Airport Manager	Title:	Executive Vice President
Phone Number:	(574) 903-4815	Phone Number:	(317) 713-4615
Facsimile Number:	(574) 264-0915	Facsimile Number:	(317) 713-4616
E-Mail Address:	Andy.Jones@coei.org	E-Mail Address:	pshaffer@bfsengr.com

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

SERVICES BY ENGINEER

A. PROJECT DESCRIPTION

Runway 27 Approach Protection, Acquire Avigation Easements Parcels 67 and 77-85

This agreement includes the professional services effort to acquire avigation easements over parcels necessary to protect the Runway 27 approach surface to enable future to mitigate of airspace obstructions. Several parcels within the approach contain mature trees that have penetrated protected airspace and are negatively impacting the existing instrument approach. This agreement will define precise parcel boundaries, prepare legal descriptions, prepare avigation easements with exhibits, develop valuation estimates, appraisals, review appraisals, title documentation, prepare purchase agreements, buyer negotiations, prepare closing documents, record the final avigation easements, and update the ALP as required. This agreement does not include any eminent domain services, which would be considered an additional service to this agreement. This is planned as a multi-year grant effort. This phase will not include the professional services for physical removal of the obstructions at this time, which will be done under a future agreement.

B. SCOPE OF WORK

The following engineering services will be furnished by ENGINEER.

1. Project Administration

Prepare up to 1 FAA grant application and 1 pre-application.

Prepare up to 12 FAA and INDOT partial pay requests.

Prepare up to 8 FAA quarterly reports and 2 annual financial reports while the grant remains open.

Prepare 1 closeout document and transmit report of final findings.

Report on project status in up to 16 monthly Airport Authority meetings.

2. Environmental Document

Prepare 1 Categorical Exclusion (CATEX) document for submittal to the FAA for the acquisition of the Avigation Easements only. The physical obstruction mitigation will be done under a separate future submission.

3. Right-of-Way Engineering Services

Prepare the legal descriptions and avigation easements for the following parcels:

ALP Parcel	Parcel ID	Estimated Acreage
77	20-02-29-152-003.000-027	0.611
78	NA	NA
79	20-02-29-101-003.000-026	0.813
80	20-02-29-102-001.000-026	1.21
81	20-02-29-103-002.000-026	1.2
82	20-02-29-103-003.000-026	0.6
83	20-02-29-103-004.000-026	1
84	20-02-29-151-007.000-027	21.82
85	20-02-29-151-009.000-027	5.13
67	20-02-29-152-003.000-027	12.48

The deliverables will cover the first and second iterations of parcel geometry for each parcel, any adjustments to the geometry beyond the second iteration will be changed as an additional service.

Right-of-way services (title, conveyance documents, appraising, negotiation, etc.) to be completed by subconsultants.

4. Airport Layout Plan (ALP) Update

Update the ALP Exhibit A Property Map and associated Property Map Tables upon the recording the aviation easements.

5. Schedule

The project schedule is set up to secure Fiscal Year 2027 FAA grant funding. It is assumed signed purchase agreements will need to be in place by May 1, 2027. A grant is assumed to be issued by September 30, 2027. Actual closing can be scheduled after receipt of FAA grant subject to negotiations with the landowners.

Legal Descriptions - April 1, 2026

Avigation Easement documents – May 1, 2026

Environmental Categorical Exclusion – May 1, 2026

Appraisals – July 1, 2026

Review Appraisals – September 1, 2026

Offers – October 2026

Negotiations – November – February 2027

Signed Purchase agreements – March 2027

Closing – TBD subject to local cash flow prior to FAA reimbursement.

This is **EXHIBIT B**, consisting of 1 page(s), referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION

A. Amount of Payment

1. The **ENGINEER** shall receive as payment of **\$36,750.00** for the work performed under Item No. 2 below.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

Fee Schedule Summary:

Project Administration	\$	13,500.00
CatEx	\$	2,250.00
Legal Descriptions	\$	10,800.00
Avigation Easement Documents	\$	7,200.00
ALP Exhibit A Property Map Update	\$	3,000.00

3. For Reimbursable Expenses. In addition to payments provided for in above paragraph 2, the **OWNER** shall pay the **ENGINEER** the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses mean the actual expenses incurred by the **ENGINEER**, such as expenses for: **ENGINEER**'s independent professional associates or consultants approved by the **OWNER** directly in connection with the Project; transportation and subsistence incidental thereto; subsistence and transportation of Resident Project Representatives and their assistants, reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project related items. Estimated total not to exceed compensation for reimbursable expenses without prior written approval by the **OWNER**, shall be as follows per phase of construction awarded:

Appraisals	\$40,500.00
Review Appraisals	\$31,500.00
Title Search	\$ 2,250.00
Recording Fee	\$ 900.00
Legal services	\$59,400.00

B. Additional Services

Additional Services would be services required in connection with permits not identified in the scope of work requiring additional services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to re-locate or redesign the project, or any part thereof. The **OWNER** agrees to

compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "C-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services. Eminent Domain proceedings would be considered as Additional Services.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

APPENDIX "C-1"

SCHEDULE OF COMPENSATION

BUTLER, FAIRMAN and SEUFERT, INC.

2026 HOURLY RATE SCHEDULE

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V	\$ 320.00
E-IV	Engineer IV	\$ 245.00
E-III	Engineer III	\$ 215.00
E-II	Engineer II	\$ 170.00
E-I	Engineer I	\$ 130.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 270.00
FP-IV	Field Personnel IV	\$ 215.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 140.00
FP-I	Field Personnel I	\$ 110.00
EA-III	Engineer's Assistant III	\$ 215.00
EA-II	Engineer's Assistant II	\$ 190.00
EA-I	Engineer's Assistant I	\$ 125.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 165.00
C-I	Clerical I	\$ 105.00
P-III	Planner/Environmental Specialist III	\$ 175.00
P-II	Planner/Environmental Specialist II	\$ 140.00
P-I	Planner/Environmental Specialist I	\$ 120.00
EI-1	Engineer Intern I	\$ 80.00

The billing rates are effective January 2026 and may be adjusted annually (beginning January 2027) to reflect changes in the compensation payable to the **ENGINEER**.

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Insurance

Paragraph 7.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

Insurance

A. The limits of liability for the insurance required by paragraph 7.04 of the Agreement for Engineer are as follows:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
a. Each Accident	\$1,000,000
b. Disease, Policy Limit:	\$1,000,000
c. Disease, Each Employee:	\$1,000,000
3. Commercial General Liability --	
a. Each Occurrence:	\$1,000,000
b. General Aggregate:	\$2,000,000
c. Products/Completed Operations:	\$1,000,000
d. Personal and Advertising	\$1,000,000
e. Contractual Liability--	
Each Occurrence:	\$1,000,000
General Aggregate	\$2,000,000
4. Contractual Liability--	
a. Each Occurrence:	\$1,000,000
b. General Aggregate	\$2,000,000
5. Excess Umbrella Liability --	
a. Each Occurrence:	\$5,000,000
b. General Aggregate:	\$5,000,000
6. Business Automobile Liability --	
a. Bodily Injury –Each Accident:	\$1,000,000
b. Property Damage –Each Accident:	\$1,000,000
7. Professional Liability Insurance	
a. Each Claim Made:	\$1,000,000
b. Annual Aggregate:	\$1,000,000

This is **EXHIBIT E**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

AFFIDAVIT OF E-VERIFY ENROLLMENT AND PARTICIPATION

I, **Paul Shaffer**, being first duly sworn, depose and say that I am familiar with and have personal knowledge of the facts herein and, if called as a witness in this matter, could testify as follows:

1. I am over eighteen (18) years of age and am competent to testify to the facts contained herein.
2. I am now and at all times relevant herein have been employed by **Butler, Fairman and Seufert, Inc.** ("Engineer") in the position of **Executive Vice President**.
3. I am familiar with the employment policies, practices, and procedures of Engineer and have the authority to act on behalf of the Engineer.
4. Engineer is enrolled and participates in the federal E-Verify program. Documentation of this enrollment and participation is attached as Exhibit "I" and incorporated herein.
5. Engineer does not knowingly employ any unauthorized aliens.
6. To the best of my information and belief, the Engineer does not currently employ any unauthorized aliens.

I swear and affirm under the penalties for perjury that the foregoing statements and representations are true and accurate to the best of my knowledge and belief.

EXECUTED on the _____ of _____.

Printed: Paul A. Shaffer

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

CERTIFICATION STATEMENT REGARDING INVESTMENTS IN IRAN

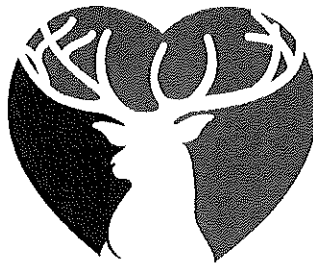
I, **Paul Shaffer**, certify to the following:

1. Pursuant to Indiana Code 5-22-16.5 *et seq.*, I am not now engaged in investment activities in Iran.
2. I understand that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

EXECUTED on the ____ of _____.

Printed: Paul A. Shaffer

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**



City of Elkhart, Indiana

the city with a heart



Title VI Notice

Title VI Policy

The City of Elkhart, Indiana (Elkhart) is committed to a policy of inclusiveness, fairness, and accessibility of its programs, activities and services to all persons in Elkhart. As provided by Title VI of the Civil Rights Act of 1964 and all related statutes, Elkhart assures that no person shall, on the on the grounds religion, race, color, national origin, sex, age, disability/handicap, sexual orientation, gender identity, limited English proficiency, or low income status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any City of Elkhart program, activity or service. The City of Elkhart further assures every effort will be made to ensure non-discrimination in all of its programs, activities, and services, whether those program, activities and services are federally funded or not. In the event the City of Elkhart distributes Federal aid funds to another entity, the City of Elkhart will include Title VI language in all written agreements.

The Title VI Coordinator is:

Title VI Coordinator
City of Elkhart
229 S 2nd Street
Elkhart, Indiana 46516

Voice: (574) 294-5471
Fax: (574) 293-7658
TDD: (574) 389-0198
Email: titlevicoordinator@coei.org

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

Signed

Paul A. Shaffer

Printed Name

Dated

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab->

[b900fced1bdffd36578](https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578)

This is **EXHIBIT H**, consisting of 34 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

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A1 ACCESS TO RECORDS AND REPORTS

(References: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38)

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

A2 BREACH OF CONTRACT TERMS
(References: 2 CFR Part 200, Appendix II(A))

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

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

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

A3 BUY AMERICAN PREFERENCE

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

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

A3.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
 - a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or dry-wall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;

- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4 CIVIL RIGHTS - GENERAL
(References: 49 USC § 47123)

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

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

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE
(References: 49 U.S.C. § 47123, FAA Order 1400.11)

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

A6 CLEAN AIR AND WATER POLLUTION CONTROL

(References: 2 CFR Part 200, Appendix II(G), 42 U.S.C. § 7401, et seq, 33 U.S.C. § 1251, et seq)

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

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

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(References: 2 CFR Part 200, Appendix II(E), 29 CFR § 5.5(b), 40 U.S.C. § 3702, 40 U.S.C. § 3704)

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A8 COPELAND “ANTI-KICKBACK” ACT

(References: 2 CFR Part 200, Appendix II(D), 29 CFR Parts 3 and 5)

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

(References: 2 CFR Part 200, Appendix II(D), 29 CFR Part 5, 49 U.S.C. § 47112(b), 40 U.S.C. §§ 3141-3144, 3146, and 3147)

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

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

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and Trainees.

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

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

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A10 DEBARMENT AND SUSPENSION

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

(References: 49 CFR Part 26 and 49 U.S.C. § 47113)

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto.. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these require-

ments is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

Prompt Payment (49 CFR § 26.29)

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

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to solicitation language above (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Owner. Unless Owner consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53. Before transmitting to Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A12 DISTRACTED DRIVING

(References: Executive Order 13513, DOT Order 3902.10)

TEXTING WHEN DRIVING

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

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

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(References: 2 CFR § 200, Appendix II(K), 2 CFR § 200.216)

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

A14 DRUG FREE WORKPLACE REQUIREMENTS

(References: 49 CFR Part 32, Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended))

The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does not apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(References: 29 USC § 201, et seq, 2 CFR § 200.430)

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

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

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

CERTIFICATION REGARDING LOBBYING

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

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

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

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(References: 29 CFR Part 1910)

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

A18 PROCUREMENT OF RECOVERED MATERIALS

(References: 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 U.S.C. § 6901, et seq (Resource Conservation and Recovery Act (RCRA)))

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

A19 RIGHT TO INVENTIONS

(References: 2 CFR Part 200, Appendix II(F), 37 CFR Part 401)

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A20 SEISMIC SAFETY

(References: 49 CFR Part 41)

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

(References: Section 8113 of the Consolidated Appropriations Act, 2022 (P.L 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions)

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

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

Term Definitions

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

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

A22 TERMINATION OF CONTRACT

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

TERMINATION FOR CONVENIENCE

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

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

TERMINATION FOR CAUSE

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

A23 TRADE RESTRICTION CERTIFICATION

(References: 49 U.S.C. § 50104, 49 CFR Part 30)

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign

country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

A24 VETERAN'S PREFERENCE

(References: 49 U.S.C. § 47112(c))

VETERAN'S PREFERENCE

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

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

(References: 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L))

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

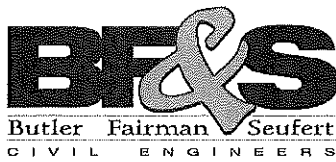
(FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936

49 U.S.C. § 44801 note)

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

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

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



**ELKHART MUNICIPAL AIRPORT
ENGINEER REPORT/AGENDA
March 25, 2026
4:00 p.m.**

ACTION ITEMS FOR BOAC MEETING

1. Motion to approve Progress Estimate 9 for the T-Hangar project for a total amount of \$116,249.12 along with the Certificate of Substantial Completion and Change Order 2 in the amount of \$10,012.50.
2. Consideration of the professional services agreement for the Runway 27 Approach Protection Avigation Easement Acquisition.

ACTIVE GRANT SUMMARY

- AIP 3-18-0018-042 "Rehabilitate Runway 18/36, Construction" – Total \$2,031,304.21. FAA \$1,929,739.00, State \$50,782.00, Local \$50,783.00
- AIP 3-18-0018-041 "T-Hangar and Taxilanes" Phase 3 – Total \$296,842.11, FAA \$282,000, State \$7,421.05, Local \$7,421.05. Grant is now 70% Complete with a balance of \$89,589.11
- AIP 3-18-0018-040 "T-Hangar and Taxilanes Construction" Part 1 - Total \$848,666.67, FAA \$763,800, State \$42,433.00, Local \$42,434.00. This grant is 88.05% complete with a remaining balance of \$101,443.52.
- AIP 3-18-0018-039 "T-hangar/taxilane design" – Total \$130,223.00, FAA \$117,200, State \$6,511.00, Local \$6,512.00. This grant is 95.14% complete with a remaining balance of \$6,333.00
- AIP 3-18-0018-038 "TW D4 Standards; Runway 18-36 Pavement Rehab design" – Total \$166,667.00, FAA \$150,000, State \$8,333.00, Local \$8334.00. This grant is 77.10% complete with a remaining balance of \$38,170.09

BF&S PROJECT UPDATES

1. Runway 18-36 Pavement Rehabilitation
 - Milestone plans to start in the spring
 - A preconstruction conference was held. Please see the attached meeting summary.
2. T-hangar/Taxilane design project.
 - The project is substantially complete.
 - Punchlist items are currently being addressed.
3. Runway 9-27 Joint Rehabilitation project
 - The joint sealing is complete.
 - Interstate Sealant would like to set up a meeting to discuss logistics for completing the RWY 9-27 repainting work
4. Land Acquisition for Runway 27 Approach Protection.
 - Draft agreement is being presented for consideration.

