



## REQUEST FOR QUALIFICATIONS

### DESIGN SERVICES

Airport Field Maintenance Fuel Facility Relocation

Bid Number: 1150

DUE DATE: October 19, 2022

DUE TIME: 2:00 pm (local)

## INTRODUCTION

The Gerald R. Ford International Airport Authority (GFIAA) is requesting statements of qualifications for design services for a relocated Airport Field Maintenance Fuel Facility. This facility will serve as the primary refueling station for our Airfield Maintenance snow removal and road vehicles.

The Gerald R. Ford International Airport is the second busiest airport in Michigan, serving business and leisure travelers with nonstop and connecting flights on six airlines. The Ford Airport is managed and operated by the Gerald R. Ford International Airport Authority.

To obtain the highest quality airfield facilities within the required schedule and budget allocations, GFIAA seeks a consulting firm for design and construction phase architecture and engineering services through a 2-part public Qualifications-Based Selection process which includes an initial qualifications evaluation followed by short list interviews and fee negotiation with the selected firm. This 2-part selection process articulates the GFIAA's goals and provides openness and consistency so that all qualified firms receive fair consideration.

## SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFQ Issue Date	September 19, 2022
Question Deadline	October 7, 2022
Submission Due Date	October 19, 2022 at 2 pm
Contract Start Date	December 5, 2022

GFIAA reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum.

## VOLUNTARY ON-SITE CONFERENCE

Conference Date	October 5, 2022
Conference Time (local)	2 pm (local)
Conference Location	Field Maintenance Building, See figure A 4800 Patterson Ave SE Grand Rapids, MI 49512

A voluntary pre-submission conference is scheduled for this request. Equal opportunity will be provided for all Respondents to ask questions.

Attendees should arrive a minimum of five (5) minutes before the scheduled date and time. Attendees will not be allowed to sign in after the conference has commenced. If a firm representative does not sign in prior to the scheduled pre-submission conference, their firm will not be considered.

Attendees requiring special services are asked to provide their requirements to the GFIAA at least forty-eight (48) hours in advance to allow for accommodations.

## WORK SCOPE

The Gerald R. Ford International Airport Authority (GFIAA, “Authority”) issues this Request for Qualifications (RFQ) in its process to obtain a partner for planning, design, procurement, and construction phase services (“Designer”), for the vehicle fuel storage and dispensing station located at the Field Maintenance/Snow Removal Equipment (SRE) building.

**Background:** The Authority has planned that its underground fuel tanks be gradually replaced as needed with above-ground tanks. An SRE facility is being designed and constructed as an addition onto the existing Field Maintenance building. As shown on the attached Figure A, site changes resulting from the SRE construction, will necessitate the relocation of the existing vehicle fueling system. Two existing underground storage tanks (USTs) and existing adjacent dispensing station are to be removed and new aboveground storage tanks (ASTs) and dispensers are to be constructed and installed.

Upon completion of installation of the new ASTs, two existing 10,000-gallon USTs (one each diesel and gasoline) and all associated piping and controls equipment and dispensers are to be removed from the site for appropriate disposal and the ground surface graded to match surrounding conditions. All tank closure activities will be performed in accordance with Part 211, Underground Storage Tank Regulations, and will include all sampling, reporting, and disposal requirements of Part 211. An existing above-ground 500-gallon tank (Recreation Fuel) and existing on-site chemical storage is to be assessed for possible relocation/reuse.

The new tanks and dispensers will be designed and installed in accordance with Fire Prevention Code, 1941 PA 207, as amended, and all applicable, local regulations. The system design is to include a new fuel management system and all required controls. The Designer will review site needs to determine appropriate tank sizing.

Design phase services will include complete facility design including demolition and construction delivery methods. The Designer may be asked to provide design services for the fuel farm located at the Aircraft Rescue and Fire Fighting Facility (ARFF).

The following items are considered as the minimum scope of work to be performed by the consultant. The final scopes of work will be negotiated with the selected consultant and is dependent upon project financing. Both design and construction phase services are dependent upon available funds which are subject to Authority approval and are not guaranteed at the time of RFQ issuance. Approval of design and construction phase funding may be in separate fiscal years. Base level services include:

- Program Management
  - Project progress reporting.
  - Document control with a collaborative project management system.
- Conceptual Plan Development
  - Review the 2019 Airport Master Plan, existing Airport fuel farm sites at ARFF & Field Maintenance, and SRE building layout, as the project basis.
  - Conduct needs analysis to determine new fueling facility capacity and other functional requirements
  - Provide drawings and renderings of preliminary and final recommended conceptual plans.
  - Provide a Conceptual Plan Report describing recommended improvements, construction phasing requirements, and estimated project costs.
  - Provide as needed environmental services to meet program requirements.
- Phasing
  - Provide recommended phasing and a schedule for implementation of the conceptual plan.
  - Complete improvements while maintaining the current level of service for airport operations.
- Cost Estimates and Contracting
  - Provide estimated costs for demolition, construction, design services, and construction administration.
  - Provide recommendations as to construction delivery methods.

- Design Development Phase
  - Provide Design Development phase services, through final design, to support the selected construction delivery method.
  - Deliver Schematic Design, Design Development, and Construction Documents, for GFIAA Staff and other stakeholder review and conduct associated review meetings.
  - Prepare required FAA design submittals, if any.
  - Assist with Issue-to-Bid preparation and selection of contractor.
- Construction phase
  - Provide Construction Phase/Administration services, through project closeout.
  - Provide contract support in accordance with all local, state, and federal requirements including documentation required for federal and state funding for all project phases.
- Close Out
  - Prepare final punch lists and work with the contractor(s) on behalf of GFIAA through punch list completion and acceptance;
  - Prepare and submit all required UST closure documentation;
  - Prepare and submit all required AST registration documentation;
  - Coordinate and verify training and commissioning efforts;
  - Contract close out and post occupancy evaluation;
  - Provide as-built drawings in CAD, BIM, GIS, and PDF format; and,
  - Coordinate and conduct an eleven-month warranty walk through.

## REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to [purchasing@grr.org](mailto:purchasing@grr.org) prior to 5 p.m. on October 7, 2022.

GFIAA reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing or not respond to the inquiry at its sole discretion.

It is the firm's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

Addendums will only be published by the GFIAA Purchasing Department and available for review at [www.flyford.org](http://www.flyford.org).

## SUBMISSION FORMAT AND EVALUATION CRITERIA

Submissions should include and will be evaluated on the elements outlined below:

### Executive Summary – One (1) page maximum

Summarize the Respondent's strong points and how experience, particularly with similar responsibilities, will benefit the stakeholders.

### Business Organization – One (1) page maximum

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service. Include phone number(s), email address(s) and Respondent's website address.

### Problem Statement & Recommendation – Twelve (12) pages maximum

State in succinct terms the Respondent's understanding of the major issues of this request. Describe specifically the Respondent's intended process and responsibilities. Identify important steps that will be taken to meet the GFIAA's expectations and identify deliverables.

#### Project Staffing – Four (4) pages maximum

Provide a chart with the staff you are committing to the solicitation. Show lines of authority and communication, and provide a brief role description with responsibilities for each person as they relate to the solicitation as well as each staff member's key credentials

#### Project Data Sheets - No page limit

Provide specific information on a minimum of three (3) recently completed projects of similar scope and at least the scale of this project. Include the project scope, schedule, key contact person from your firm and the project Owner. For each project, GFIAA recommends including the pre-construction estimate, contractor's initial pricing, total final cost, number of change orders, and type of Owner/Contractor agreement and contractor references. SF-330 format project data sheets may be utilized to emphasize staff member participation in reference projects.

## **REQUEST FOR PROPOSAL SUBMISSION**

Responses may be delivered physically or electronically. To be considered, complete submissions must be received prior to the due date and time specified (local time).

- Hard copy responses can be mailed or otherwise delivered to the address below.

Submission address:

Attn: AJ Nye, Procurement Specialist  
Gerald R Ford International Airport Authority  
5500 44<sup>th</sup> St SE  
Grand Rapids, MI 49512

- Electronic responses can be securely uploaded as a single pdf document to:  
<https://www.dropbox.com/request/RPH5gu8viOUI5UffdrjP>

Electronic submissions shall be named with a form or portion of the firm's name as part of the document name.

The firm certifies the response submitted has not been made or prepared in collusion with any other respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.

Submissions not meeting these criteria may be deemed non-responsive.

GFIAA is not liable for any costs incurred by any prospective firm prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

## **AIRPORT SECURITY**

It is essential that during the performance of this contract that airport security be maintained and that operations under this agreement conform to Airport security requirements.

Airport-Issued Identification Badges -

Identification badges are issued by the Airport Police Department to provide unescorted access to authorized employees performing job duties within the airport. Contractors assigned to this account must be badged to provide services within the Secure Area. GRFIAA will not provide escort. The Contractor assumes responsibility for the conduct of all personnel working on airport property. All personnel within the Secured Area must display an airport-issued identification badge or be escorted by personnel with a badge who has been granted escort privileges. Identification badges must be worn on an individual's outermost garment and above the waist at all times.

The Airport encourages all Contractor personnel to be badged. **An unbadged person is to be under escort at all times.** This will be strictly enforced.

Badges are the property of the Airport and must be returned promptly upon fulfillment of this agreement, an individual's termination or at the request of the GRFIAA. Failure to return badges may result in the Contractor being declared nonresponsive and ineligible for future Airport contracts.

#### Pre-Badging Requirements for General Contractor -

Contractor should coordinate badge requirements with the Airport Project Manager. DO NOT WAIT UNTIL THE LAST MINUTE. The following documents are required before the Contractor begin the badging process for themselves, their subcontractors or their employees:

1. Project Letter from Contractor – Letter must include the Project Name with Start Date and estimated End Date, PLUS a list of all Subcontractors (if any).
2. Authorized Signer Letter(s) – Contractors/subcontractors will designate one or more individuals to be Authorized Signers for badge enrollments. The Authorized Signer letter must be on company letterhead. An Authorized Signer must obtain an airport badge prior to attending signatory training which is administered by the Airport Security Coordinator. The badging process is outlined below.

#### Badging Process –

The badging process requires two visits to the Airport Police office for each applicant.

##### 1. Badge Application and Background Checks

The process is initiated with the Authorized Signatory. They will be enrolling the applicant in the airport's SAFE Signatory Portal. Once enrolled and submitted, each applicant must make an initial appointment with the airport badging office. ([www.grrbadging.as.me](http://www.grrbadging.as.me))

As outlined in the appointment information, each individual is required to provide 2 pieces of acceptable ID, as well as provide a completed GRR Fingerprint Application. Information about acceptable IDs and the GRR Fingerprint Application can be found on the badging services page: <http://www.grr.org/badging-services.php>

The airport will perform two background checks on the applicant:

a. A security threat assessment (STA) is a name verification background check conducted by the Transportation Security Administration (TSA).

b. A criminal history records check (CHRC) is a fingerprint-based background check to determine if personnel have been convicted of a felony within the last ten (10) years. Background check results can take anywhere from two days to two weeks to be completed.

The Contractor's Authorized Signatory will be notified once the background checks have been completed and approved. The Authorized Signatory will notify the individual and have them schedule their assigned appointment for Badge Training and Issuance.

##### 2. Training and Badge Issuance

The applicant will make an appointment at [www.grrbadging.as.me](http://www.grrbadging.as.me) for their assigned training and badge issuance.

Training may include the following depending on which privileges the Authorized Signatory assigned during enrollment:

- a. SIDA training
- b. Non-movement driver's training

Each training takes approximately 45 minutes to complete. Once completed and passed, the individual will receive their ID.

Training/Badging must be completed within 30 days from date of approval. Applicants who fail to complete badging within the allotted time will be assessed a resubmission fee.

### 3. Authorized Signatory Training (IF APPLICABLE)

If an individual will be designated as an Authorized Signatory for their company, they will need to schedule an appointment for Authorized Signatory Training with the Airport Security Coordinator. This is typically handled through communication with the original Authorized Signatory and can only be completed after they have received their badge.

All initial badging fees will be at no cost to the Contractor. If an ID badge is lost, stolen, or otherwise unaccounted for immediate notify Airport Communications at 616.233.6055. The ID badge replacement fee is \$50.00. The badge holder is responsible for the ID badge replacement fee.

## TERMS AND CONDITIONS

GFIAA reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a firm's submission. No attempt to modify GFIAA's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by GFIAA.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the GFIAA.

The intent of these specifications is to solicit a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

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

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations at all times during the completion of any contract with the GFIAA.

The terms of this request shall be interpreted, construed and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

The GFIAA is tax-exempt and a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the GFIAA may be receiving funds from or through the Federal Government; such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the GFIAA that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the GFIAA shall be entitled to all

remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Insurance requirements are posted on the Documents and Forms page of the GFIAA website within the Purchasing Terms and Conditions document.

**Termination For Cause:** Should the firm fail to perform the Work as required by and in accordance with the schedule or time requirements, or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in force majeure situations, Respondent shall have five (5) calendar days to cure a breach of the Contract (the "Cure Period") following issuance of GFIAA written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the GFIAA to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the GFIAA shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds.

**Termination Without Cause:** Notwithstanding any other provision, at any time and without cause, GFIAA shall have the right, in its sole discretion, to terminate the contract by giving sixty (60) days written notice.

Although it is the intent to contract with one provider, the GFIAA reserves the right to contract with alternate sources if the Respondent is unable or unwilling to service its obligation, or it is deemed by GFIAA to be in its best interest to use alternate sources.

**Assignment:** Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

## **MICHIGAN FREEDOM OF INFORMATION ACT**

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after the project has been awarded.

GFIAA cannot assure that all of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. GFIAA is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

## **EVALUATION, STATUS UPDATES/AWARD NOTIFICATION**

The Authority reserves the right to request additional information it may deem necessary after the submissions are received.

As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Key staff to be assigned to this project must participate in this presentation unless otherwise waived by the Authority. The presentation may be followed by a question-and-answer session.

The Authority reserves the right at its discretion to waive irregularities of this solicitation process.

In the event of extension errors, the unit price shall prevail and the Respondent's total offer will be corrected



accordingly. In the event of addition errors, the extended totals will prevail and the Respondent's total will be corrected accordingly. Respondent must check their submission where applicable. Failure to do so will be at the Respondent's risk. Submissions having erasures or corrections must be initialed in ink by the Respondent. Respondents are cautioned to recheck their submissions for possible errors.

The Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

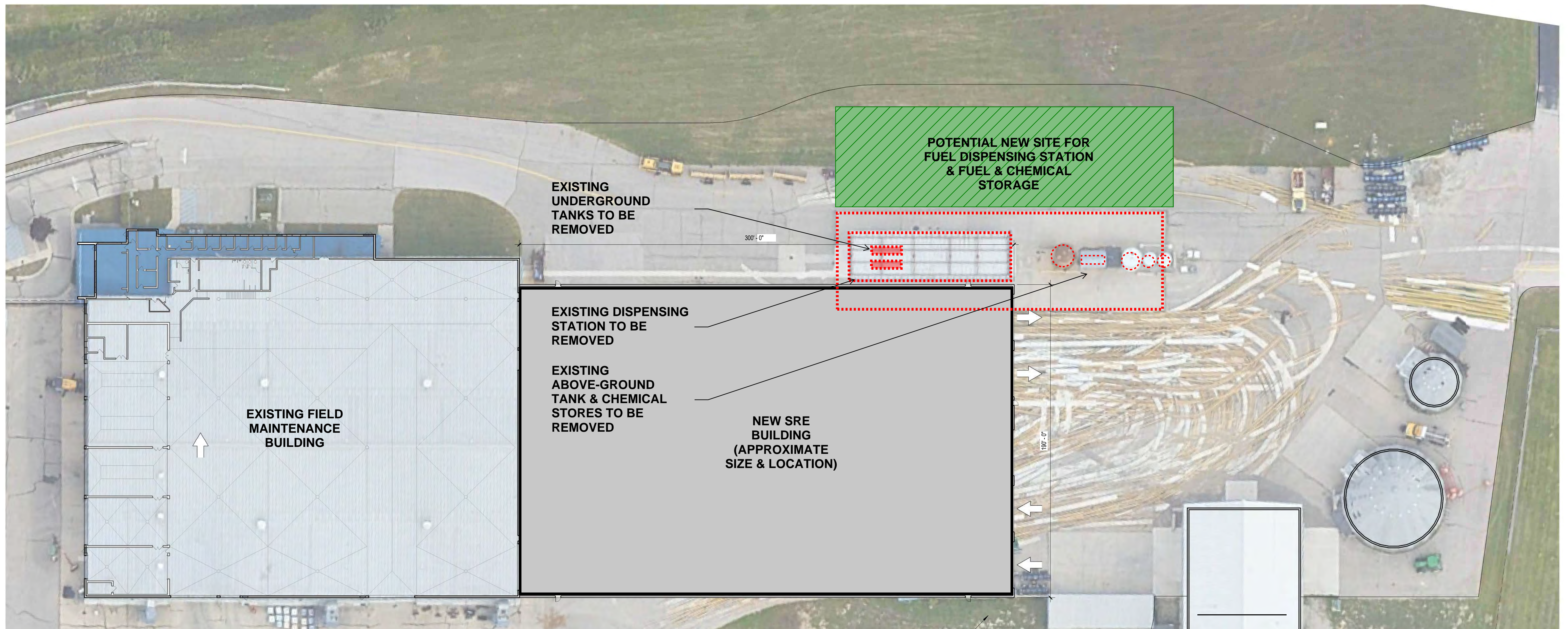
The Authority, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to the Authority. The Authority, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and criterion set forth in this solicitation while reserving the right to weigh specifications and other factors in the award. The Authority reserves the right to reject any and all submissions as a result of this solicitation.

The Authority reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.

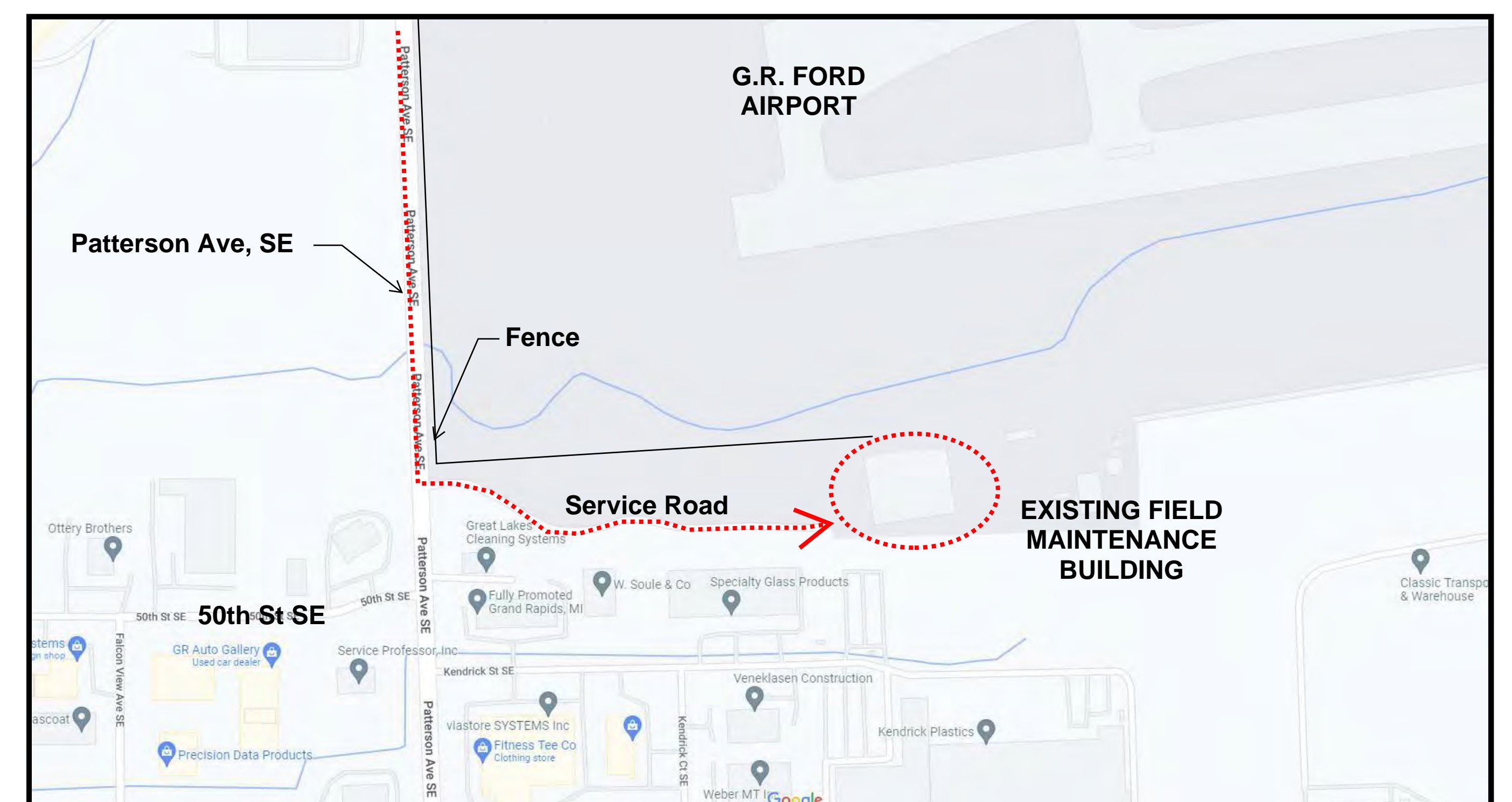
Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, The Authority reserves the right to include that discount as part of the award criterion. Prices must, however, be based upon payment in thirty (30) days after receipt, inspection, and acceptance. In all cases, quick-pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

Award notifications are posted on the Authority website. It is the Respondent's responsibility to monitor the website for status updates.





**FIGURE A: PROPOSED FIELD MAINTENANCE FUEL FARM RELOCATION**





## EXHIBIT B

### STANDARD COVENANTS

#### (NON-AIP OTHER CONTRACTS)

The following standard covenants are incorporated, as applicable, into all leases, licenses, concessions, operating permits, deeds, and other agreements (each, an "Agreement") with the Gerald R. Ford International Airport ("Airport") and may be amended from time to time. A material breach of any of the following applicable covenants shall constitute a material breach of Grantee's underlying Agreement. "Grantee" means the tenant, lessee, licensee, concessionaire, or other contracting party as the case may be of the underlying Agreement. "Authority" or "Owner" means the Gerald R. Ford International Airport Authority. Except as otherwise provided in an agreement with the Authority by specific reference to the applicable provision(s) of these Standard Covenants, these Standard Covenants, and the terms and conditions contained herein shall govern, control, and prevail. Certain language contained in these standard covenants is mandatory language provided by the Federal Aviation Administration. As such, any reference herein to "Contractor", "Lessee", "Concessionaire", and "Tenant" shall refer to Grantee, and any reference herein to "Subcontractor" shall refer to Grantee's subcontractors, as applicable. "Premises" shall mean the property, premises or space that is subject to the underlying Agreement.

Grantee agrees to the below covenants and assurances required or recommended by the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), the Michigan Department of Transportation or by Federal or Michigan law, as applicable. In the event of breach of any of the below covenants, the Authority shall have the right to terminate the underlying Agreement and to reenter and repossess said land and the facilities thereon (if applicable), and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Authority shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event further covenants and/or assurances are required of the Authority by the Department of Transportation or FAA which are applicable to this Agreement, Grantee agrees that it will conform with the provisions thereof so long as this Agreement is in effect.

#### **I. Nondiscrimination.**

- A. Nondiscrimination Under Michigan Law. Grantee agrees for itself and its subcontractors not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement. (MCL 37.1209; MCL 37.2209)
- B. No Exclusive Right. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Authority reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.
- C. Furnishing Nondiscriminatory Services. Grantee agrees to furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that Grantee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- D. ADA Compliance. Grantee agrees that it will comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101 et seq., and with all regulations and orders promulgated thereunder.
- E. General Civil Rights Provisions - Contracts. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- F. Title VI Solicitation Notice. The Authority in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- G. Civil Rights – Title VI Assurances – Contracts. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows: (1) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate

on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. (3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin. (4) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information. (5) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or (b) Cancelling, terminating, or suspending a contract, in whole or in part. (6) Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- H. Civil Rights – Title IV Assurances – Construction/Use/Access to Real Property. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the list of discrimination acts and authorities.
- I. Pertinent List of Nondiscrimination Authorities – Title VI. 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: (a) 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); (b) 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); (c) 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); (d) 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; (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); (h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; (i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); (l) 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).

- J. Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- K. Occupational Safety and Health Act. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- L. Termination: In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
- M. Subcontracts. Contractor agrees that it shall insert the above provisions in any agreement by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.
- N. Affirmative Action Program. To the extent required by applicable law, Grantee assures that it will undertake an affirmative action program required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Grantee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Grantee assures that it will require that its covered suborganizations provide assurances to Grantee that they will similarly undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

## **II. Safety and Security Procedures.**

Grantee acknowledges that the Authority is subject to safety and security requirements (law, orders and regulations) now and hereafter mandated by the FAA, the TSA and other federal, state and local agencies, including without limitation 14 CFR Part 139, 49 CFR Parts 1540 and 1542, and Grantee agrees that it and its employees will comply with all requirements of the FAA, TSA, or other agency and all provisions of the Authority' Safety and Security Program adopted for the purpose of implementing the safety and security requirements of the FAA, TSA, or other federal, state or local agency.

In the event the Authority is notified by the FAA, TSA, or other federal, state or local agency, of a violation of safety or security regulations by an employee or agent of Grantee, the Authority shall provide Grantee with a copy of such notice as it affects Grantee. If the Authority is assigned a penalty or fine because of such violation, Grantee agrees that payment of such fine shall be the responsibility of Grantee and that such fine shall be paid by Grantees as an additional fee and that if such fine is paid by the Authority, Grantee will reimburse the Authority on demand for the amount paid by it.

In the event that further safety and security procedures are mandated by the Department of Transportation, the FAA, the TSA, or other federal, state or local agency which are applicable to this Agreement, Grantee agrees that it will conform with the provisions thereof so long as this Agreement is in effect.

## **III. Environmental Regulations.**

### **A. Grantee shall comply with the following environmental regulations:**

1. Hazardous Materials. Grantee shall not cause or permit any Hazardous Materials, as defined below, to be stored or used on or about the Premises by Grantee, its agents or employees, except in compliance with Environmental Laws as described below and as permitted by the Authority.
2. Compliance with Environmental Laws. Grantee shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about or from the Premises (collectively "Environmental Laws").
3. Hazardous Materials Handling. Grantee shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for Grantee's use of the Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Premises. Except for discharges into the sanitary sewer, Grantee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Grantee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or

earlier termination of the term of the Agreement, Grantee shall cause all Hazardous Materials to be removed from the Premises and to be transported for use, storage, disposal or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that Grantee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying the Authority of Grantee's intention to do so and affording the Authority ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Authority's interest with respect thereto.

4. Notices. If at any time Grantee shall become aware, or have reasonable cause to believe, that any Hazardous Material has come to be located on or about the Premises in violation or potential violation of Environmental Laws, Grantee shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide Authority with written notice of that condition. In addition, Grantee shall immediately notify the Authority in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Grantee or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Premises, including any complaints, notices, warnings, or asserted violations in connection therewith. Grantee shall also supply to Authority as promptly as possible, and in any event within five (5) business days after Grantee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises or Grantee's use thereof. Grantee shall promptly deliver to the Authority, upon request, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.
  5. Definition of Hazardous Materials. As used in this lease, "Hazardous Material or Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, (iv) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.
- B. Grantee shall indemnify, defend and hold harmless the Authority and the County, including their officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of usable space or of any amenity of the Premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Premises or any property whatsoever, arising from or caused by the Grantee's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this lease. Grantee's obligations under this Paragraph B shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of the condition of the Premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith should Authority have a reasonable basis to believe that Grantee has caused the presence of Hazardous Materials in violation of Environmental Laws and Grantee fails to first conduct its own environmental investigation, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith and resulting from Grantee's violation of Environmental Laws. Grantee's obligations under this Paragraph B shall survive the expiration or earlier termination of the term of the lease.
- C. Notwithstanding any provisions of this lease to the contrary, the Authority, at its sole discretion, shall have the right to enter and inspect the Premises, including Grantee's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Grantee's business, to investigate the presence of potential presence of Hazardous Materials on the Premises in violation of Environmental Laws. During such inspection, the Authority shall have the right to visually inspect the Premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. The Authority shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the Premises is in violation of Environmental Laws and such violation was caused by Grantee, then Grantee shall fully reimburse Authority for such expenses within thirty (30) days of receiving Authority's written request for reimbursement.
- D. Grantee acknowledges that the Airport holds a National Pollution Discharge Elimination System ("NPDES") Permit authorizing the discharge of storm water from the Airport ("Permit"). The Permit requires, in part, the implementation of

best management practices (“BMPs”) with regard to the use of ant-icing and deicing materials (collectively “Deicing Materials”) and the collection of storm water containing Deicing Materials. The BMPs are described in the Airport’s Deicing Management Plan (“Plan”). The Permit and the Plan are incorporated by reference into this Agreement as if printed in their entirety herein.

E. Underground Storage Tanks (USTs)

1. Owner/Operator Registration, Certification and Training. Grantee is designated a Class A and B Owner/Operator of its assigned UST for purposes of federal and state regulations; respectively, 40 C.F.R. part 280, and Mich. Admin Code R29.2101 et. seq. Grantee is responsible for registration of the UST assigned to it, and for certification and training as required by federal and state law for Class A and B Owner/Operators, and Class C Operators.
2. Operation, Maintenance and Repair. Grantee shall be responsible for the proper care and maintenance of the USTs, piping and dispensers assigned to it under this Agreement during the term hereof and shall comply with all governmental regulations for inspection, testing, monitoring and reporting as may be required now or in the future. Grantee shall be responsible for any necessary repairs.
3. Documentation and Notifications. Grantee shall provide copies of documentation of maintenance and inspections, proof of insurance, and all other records or information required by federal and state law. Grantor shall be notified immediately of any leaks, releases, or failure of monitoring systems discovered at any time by Grantee. Grantee shall promptly remediate any spills or releases consistent with all applicable laws at its sole cost and expense.

IV. Future Airport Use and Development

- A. The Authority reserves the right to further develop or improve the landing areas of the Airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.
- B. The Authority reserves the right, but shall not be obligated to the Grantee, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Grantee in this regard.
- C. This Agreement shall be subordinate to the provision of and requirements of any existing or future agreement between the Authority and the United States, relative to the development, operation, or maintenance of the Airport.
- D. The Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises leased or occupied by Grantee.
- E. The Grantee expressly agrees for itself, its successors, and assigns to not construct nor permit to stand on the Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to the Airport.
- F. The Grantee expressly agrees for itself, its successors, and assigns to not hereafter use nor permit nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft, make it difficult for fliers to distinguish between airport lights and others; impair visibility in the vicinity of the airport; or endanger the landing, taking off, or maneuvering of aircraft.
- G. The Grantor reserves unto itself, its successors, and assigns for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.
- H. The Grantee expressly agrees for itself, its successors, and assigns to not hereafter use, permit, nor suffer use of the land described above in such a manner as to create a potential for attracting birds and other wildlife that may pose a hazard to aircraft.
- I. The aforesaid covenants and agreements shall run with the land, as herein described above, for the benefit of the sponsor, its successors and assigns in the ownership/operation of the Airport.