



# **REQUEST FOR PROPOSALS**

*Building 424 – Hangar Lease*

**REQUEST NUMBER:** 2617

**DUE DATE:** June 18, 2026

**DUE TIME:** 2:00 pm (local)

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## INTRODUCTION

The Gerald R. Ford International Airport Authority (GFIAA) is requesting proposals from qualified Respondents to redevelop and lease an existing 21,915 square foot aircraft hangar built in 2003 (also known as Hangar 424) located at 4958 Van Laar Drive, Grand Rapids, MI 49512 on the campus of the Gerald R Ford International Airport (GRR) in Grand Rapids, MI. The most recent lease for Hangar 424 was vacated by the tenant in early April 2026. At the successful conclusion of this RFP process, the Authority anticipates entering a new long-term lease for use of the facility with the successful Respondent.

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

## SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFP Issue Date	May 12, 2026
Question Deadline	June 4, 2026
Submission Due Date	June 18, 2026 at 2 pm

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.

## SITE INSPECTION

Respondents may request an on-site inspection by appointment only. Discussions between the Respondent and airport staff during the on-site inspection do not override any written specification or correspondence provided in this solicitation.

CONTACT FOR AN APPOINTMENT	
Contact Name	AJ Nye
Contact Phone Number	(616) 233-6251

Respondents shall not communicate with the above contact for any reason other than for on-site inspection purpose. Any Respondent requesting a modification to the written specification should contact the Purchasing Department as instructed within this request.

## RFP SCOPE

### Overview

The Gerald R. Ford International Airport Authority is seeking qualified firms or individuals to redevelop and lease out Hangar 424 located at 4958 Van Laar Drive, Grand Rapids, MI 49512 on the campus of the Gerald R. Ford International Airport (GRR) in Grand Rapids, MI. The current lease for Hangar 424 has been terminated by the previous owner in early April 2026. At the successful conclusion of this RFP process, the Authority anticipates entering a new long-term lease for use of the facility beginning in August of 2026. Authority staff members will evaluate these proposals and make a recommendation to the Board of Directors who will have final decision authority.

For additional details, the most recent full Building Assessment has been included in Exhibit A.

### Requirements

1. Primary use of the facility shall be for aviation activities. Examples of such include Aircraft Management, A & P repair services, avionics services, flight training, private or corporate hangar activities, aviation research and development, aviation education/technical training and other aviation related businesses. These are examples only and are not meant to restrict any other appropriate aviation related activity.
2. The Successful Respondent must be insurable to the levels required by the GFIAA in the land lease. Aeronautical operations have additional requirements, as stated in the attached "*Aeronautical Activity Permit*" (Exhibit C).
3. Commercial operations at the site will require an annual Commercial Activity Permit issued by the Authority. The permit requires additional assurances over that required by the lease agreement and requires payment of an annual fee that is based on the type(s) of commercial activity offered at the site. An example has been attached as "*Commercial Activity Permit*" (Exhibit D).

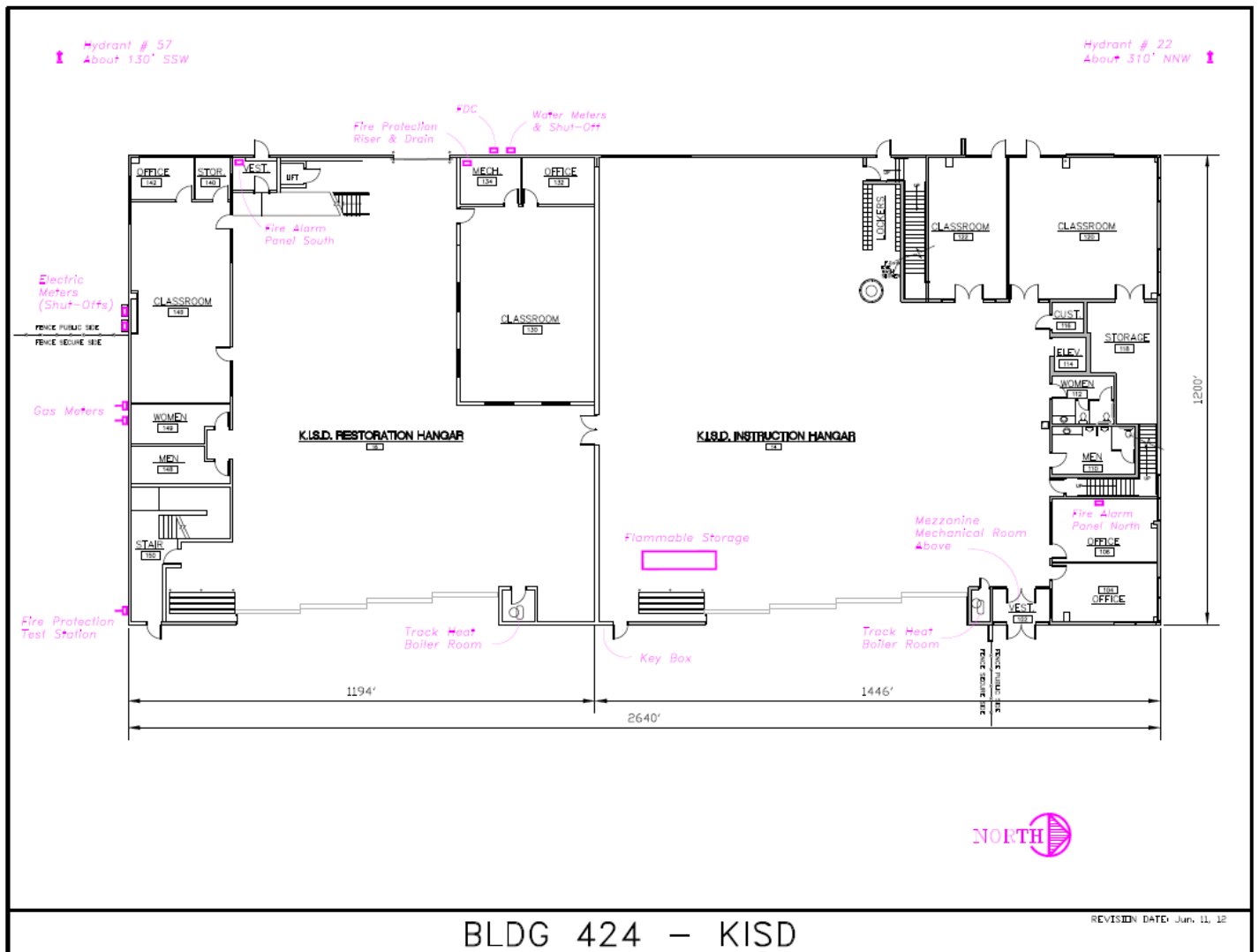
## PROPERTY INFORMATION

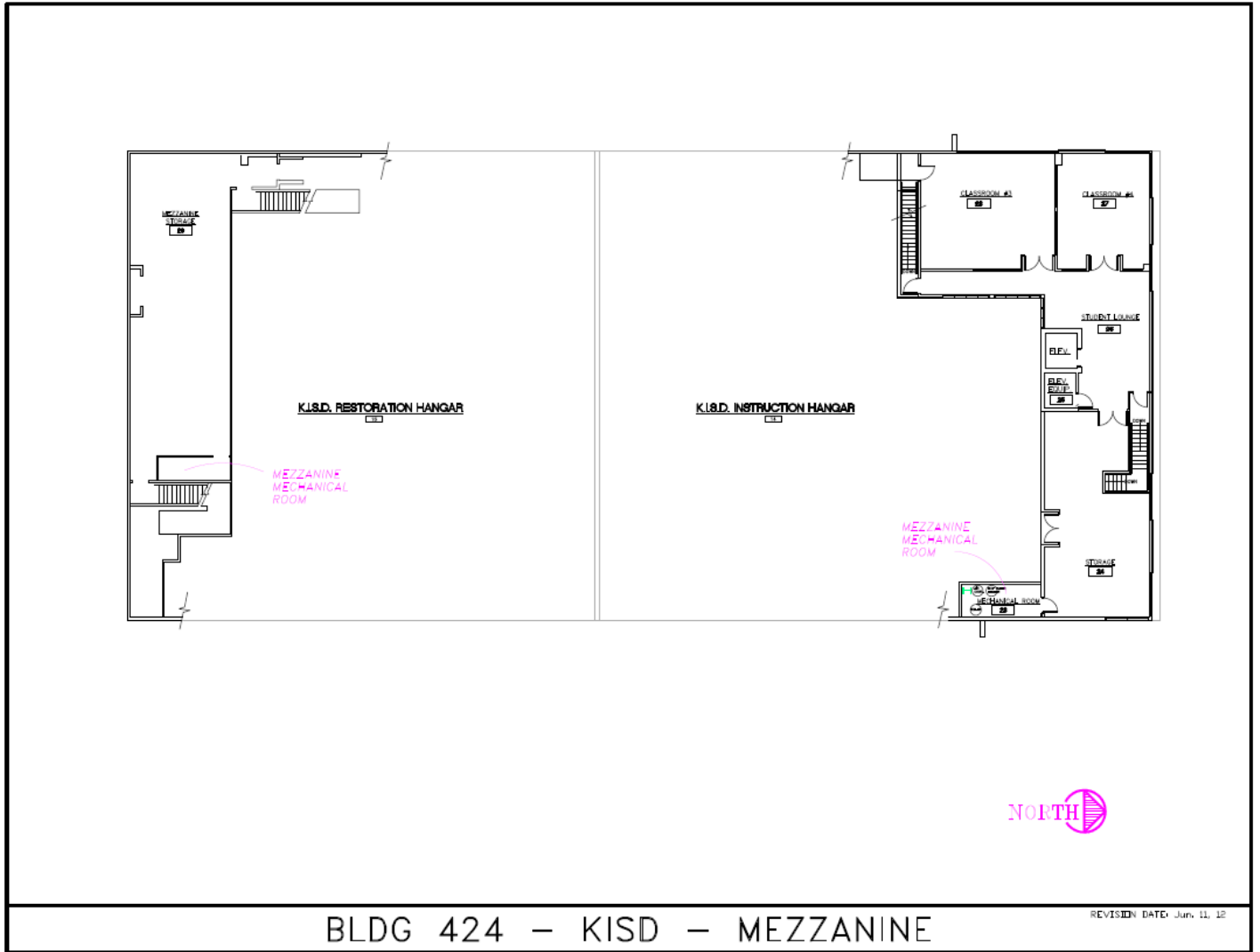
### Building Overview

HANGAR 424	
General Property Type	Industrial
Property Sub Type	Airport / Airplane Hangar
Occupancy Type	Single Tenant
Condition	Good
Gross Building Area (SF)	21,915 – 2 Connected Hangars
Percent Office Space	~40%
Land Area (SF)	113,756
Year Built	2003
Actual Age (Yrs.)	22

Parking Type	Surface
Hangar Doors	2
Hangar Door Width	55'
Foundation	Poured Concrete
Structural Frame	Steel
Exterior Walls	Painted Metal
Roof	Steel
Drive-in Doors	1
HVAC	Gas
Building Features	7 "classroom" style rooms of varying size. Lockers on 2 <sup>nd</sup> level with elevator access to both 2 <sup>nd</sup> level areas.

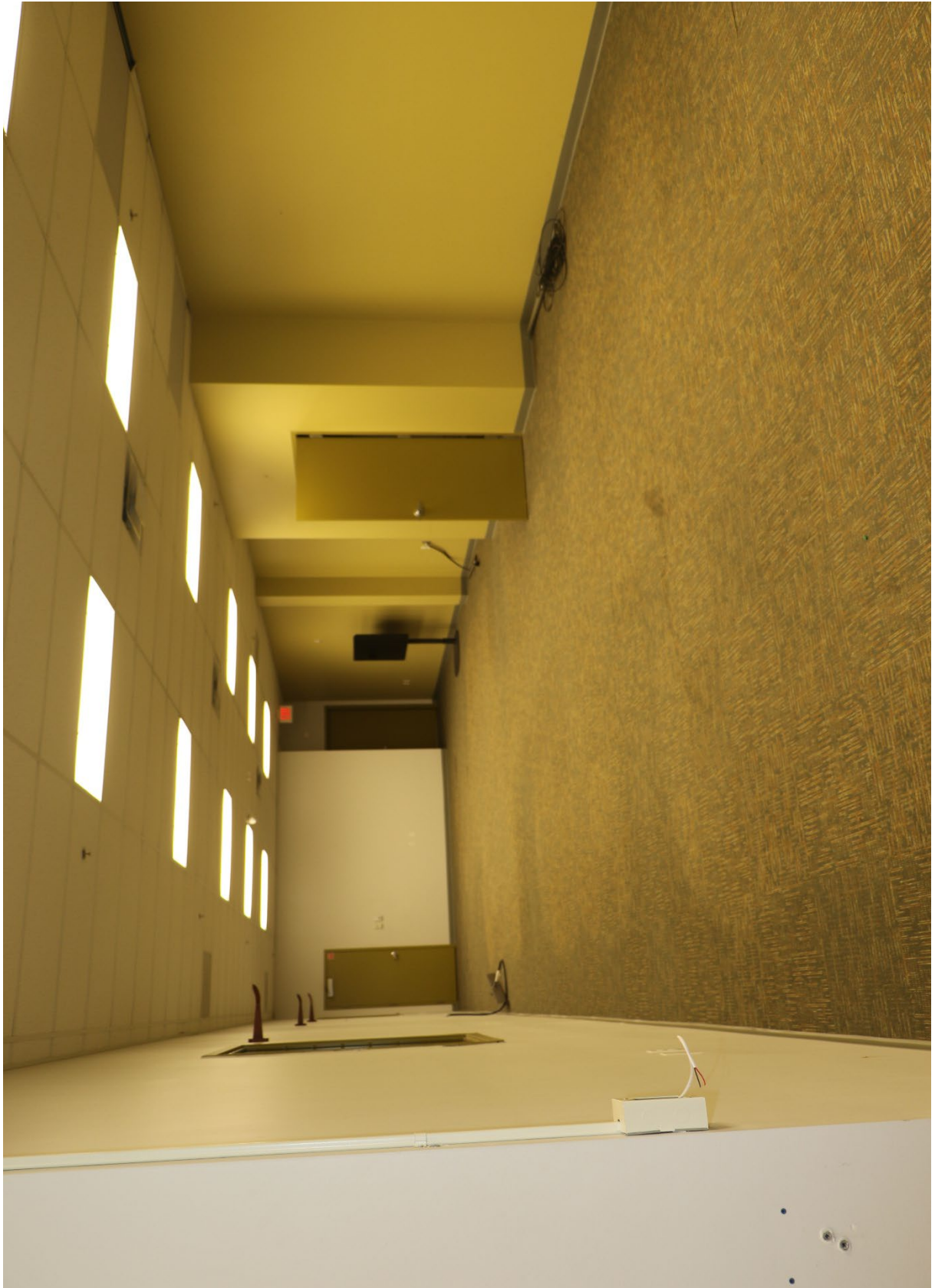
Floor Plan





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Interior Photos

















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Exterior Photos





## AIRPORT INFORMATION

The Gerald R Ford International Airport is the second business airport in Michigan, serving business and leisure travelers with nonstop and connecting flights on eight airlines to major market destinations and over 4.3 million passengers in 2025. The Airport is managed and operated by the Gerald R. Ford International Airport Authority. FBO services are currently provided by Signature Flight Support and Avflight.

For more information about GRR, please visit: [www.grr.org](http://www.grr.org)

## RUNWAY INFORMATION

### Runway 8R/26L

<b>Dimensions</b>	10,001' x 150' / 3,048m x 46m	
<b>Surface</b>	Concrete/grooved, in good condition	
<b>Weight Bearing Capacity</b>	100,000 lbs. Single 190,000 lbs. Double 350,000 lbs. Double Tandem	
<b>Runway Edge Lights</b>	High intensity	
	<b>Runway 8R</b>	<b>Runway 26L</b>
<b>Elevation</b>	791.5 ft.	789.3 ft.
<b>Runway Heading</b>	087 magnetic, 081 true	267 magnetic, 261 true
<b>Markings</b>	Precision, in good condition	Precision, in good condition
<b>RVR Equipment</b>	Touchdown, rollout	Touchdown, rollout
<b>Approach Lights</b>	MALSR: 1,400-foot medium intensity approach lighting system with runway alignment indicator lights	MALSR: 1,400-foot medium intensity approach lighting system with runway alignment indicator lights
<b>Touchdown Point</b>	Yes, no lights	Yes, no lights

### Runway 17/35

<b>Dimensions</b>	8,501' x 150' / 2,591m x 46m	
<b>Surface</b>	Concrete/grooved, in good condition	
<b>Weight Bearing Capacity</b>	100,000 lbs. Single 190,000 lbs. Double 350,000 lbs. Double Tandem	
<b>Runway Edge Lights</b>	High intensity	
	<b>Runway 17</b>	<b>Runway 35</b>
<b>Elevation</b>	782.3 ft.	789.3 ft.
<b>Runway Heading</b>	177 magnetic, 171 true	357 magnetic, 351 true

<b>RVR Equipment</b>	Touchdown, rollout	Touchdown, rollout
<b>Approach Lights</b>	No	MALS: 1,400-foot medium intensity approach lighting system with runway alignment indicator lights
<b>Touchdown Point</b>	Yes, no lights	Yes, no lights
<b>Runway End Identifier Lights</b>	Yes	No
<b>Instrument Approach</b>	No	ILS

**Runway 8L/26R**

<b>Dimensions</b>	5,001' x 100' / 1,524m x 30m	
<b>Surface</b>	Asphalt/grooved, in good condition	
<b>Weight Bearing Capacity</b>	110,000 lbs. Single 160,000 lbs. Double	
<b>Runway Edge Lights</b>	Medium intensity	
	<b>Runway 8L</b>	<b>Runway 26R</b>
<b>Elevation</b>	786.2 ft.	783.8 ft.
<b>Runway Heading</b>	087 magnetic, 081 true	267 magnetic, 261 true
<b>Touchdown Point</b>	Yes, no lights	Yes, no lights
<b>Runway End Identifier Lights</b>	Yes	Yes

## AIRPORT MINIMUM STANDARDS

Any selected Respondent must be informed of and meet Airport Minimum Standards as published by the Gerald R. Ford International Airport Authority. Respondents will maintain responsibility to adhering to any future updates to Airport Minimum Standards throughout the duration of their lease.

## REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to [purchasing@grr.org](mailto:purchasing@grr.org) prior to 2 p.m. on June 4, 2026.

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. Unless otherwise indicated, all questions will be compiled into one document, and answers will be issued as a Questions & Answers document within 4 days after the question deadline.

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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.grr.org](http://www.grr.org).

## **SUBMISSION FORMAT AND EVALUATION CRITERIA**

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

Proposals shall be brief and concise, containing no more than twelve (12) single-sided pages of material. Please note that the Transmittal Letter, Table of Contents, completed Company Information Sheets, and Resumes are not considered as part of the twelve (12)-page limit but in no case should the total package exceed twenty (20) pages. Each package shall be responsive to the requests made in this RFP. Each Proposal shall include the following as a minimum:

### **Proposal Summary – One (1) page maximum**

Using the provided template in Exhibit E, please complete and include this summary page of your response.

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

Summarize the proposal's strong points and how your proposal is the highest and best use of the space detailed in this RFP. Summarize how this proposal will benefit all stakeholders at the Gerald R. Ford International Airport.

### **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 proposed. If strictly for tenant use, please provide appropriate information for all users of the space. **Include phone number(s), email address(es) and Respondent's website address (if applicable).**

### **Recommendation – Ten (10) page maximum**

State in succinct terms the Respondent's understanding of the Request for Proposals. Describe specifically the Respondent's intended plan and responsibilities if awarded. Identify important steps that will be taken to meet the GFIAA's expectations. Include proposed rents and fees to the Authority over a proposed term of the lease agreement and include appropriate escalators within the proposal. Include a facility improvement work scope with estimated costs. For clarity, use this list to ensure all required elements are provided:

- 
- Type of Aeronautical Operator (and type of services provided if applicable)
  - Proposed Lease Term
  - Proposed Rental Rate (annual and monthly rates)
  - Ability to finance and construct any improvements as well as currently proposed improvements
  - Substantiated estimate on the number of aircraft and types proposed for use of the hangar
  - Narrative of Operator's beneficial addition to GRR and the West Michigan region
  - Organizational Structure (individual/organization, principal officers, legal structure, etc.)
  - Qualifications of key personnel and principals
  - Any other relevant information

**Key Representatives – One (1) page maximum**

Provide a chart with the staff and lease representatives you are committing to the proposed hangar operation. (If individuals have not been identified yet, please provide roles and duties for those that will have regular interaction with the GFIAA.) Provide chart showing lines of authority and communication, as well as any credentials.

**References – One (1) page maximum**

Provide no more than three (3) relevant references, preferably for projects of similar scope or complexity. Include the names of the projects, location, completion date, project cost, and specific challenges; identify project team members and references for each project including telephone numbers and email addresses.

## 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, Commercial & Properties 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/vyehfbft3t2vb2e9q4e7>

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.

## 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 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

**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.

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

The GFIAA may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process; and/or issue a request for Best and Final Offer (BAFO) from one or more Proposers.

## EXHIBITS

### Exhibit A – Facility Assessment

See next page.

PROGRESSIVE  
COMPANIES



# KISD Facilities Assessment

**Prepared for: Gerald R. Ford Airport Authority**  
Kyle McKeown  
4958 Van Laar Dr. SE  
Grand Rapids, Michigan 49512

**Prepared by:**  
Progressive Companies

Project No: 74850011

Date: April 29, 2026

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## Executive Summary

Gerald R. Ford International Airport Authority contacted Progressive Companies to provide a facility assessment of the KISD Building, built in 2003, located at the southwest corner of the airport terminal entry drive. The assessment was to include architectural, structural, mechanical, and electrical review. The intent of the assessment was to provide an evaluation of the existing facility for future building occupants to bring attention to possible areas in need of improvement or repair.

On April 14<sup>th</sup>, 2026, a site visit was made by the Progressive Companies team along with the Gerald R. Ford Airport staff. A quick tour of the interior and exterior of the building was conducted. The team did not test the building systems nor did they tour the roof.

The following is a written report that includes Progressive Companies findings listed as observations and recommendations along with related photos.

# Element A: Substructure

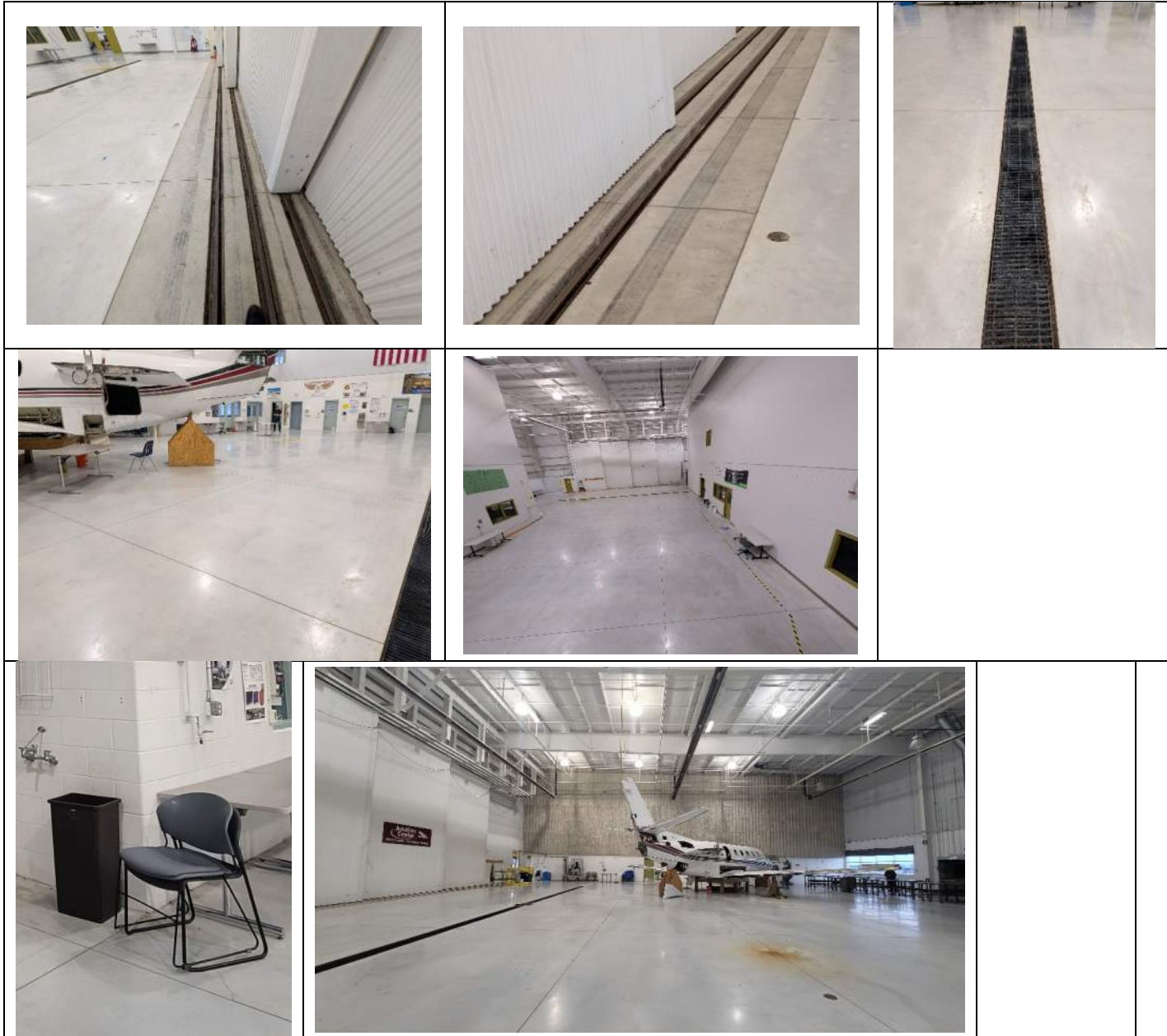
## A40 SLABS-ON-GRADE

### A4020 Structural Slabs-on-Grade

Observations: Slab is generally in good condition with minor cracking at the rolling airplane doors. The cracks in those areas have been sealed.

Additional cracking at corners, these do not appear sealed, and minor staining at roof leaks was observed

Recommendations: Clean staining, monitor cracks and repair roof leaks



# Element B: Shell

## B10 SUPERSTRUCTURE

### B1010.40 Mezzanine Floor Construction

Observations: Steel framed open web steel joist primary framing supporting concrete slab on metal deck with load bearing masonry.. Majority of floor was finished. No deficiencies were observed.

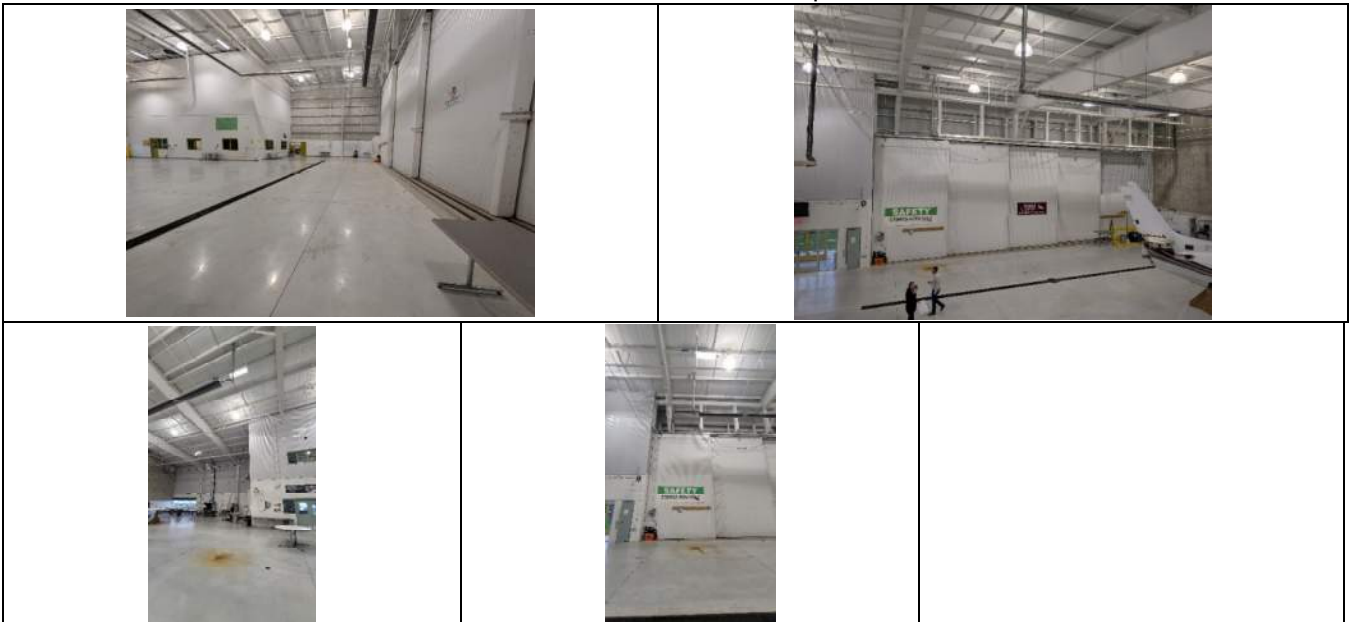
Recommendations: None



### B1020 Roof Construction

Observations: Roof is framed with steel framing and purlins. Pre-engineered metal building with insulation at underside of sloped metal roofing. Two to three active leaks were observed.

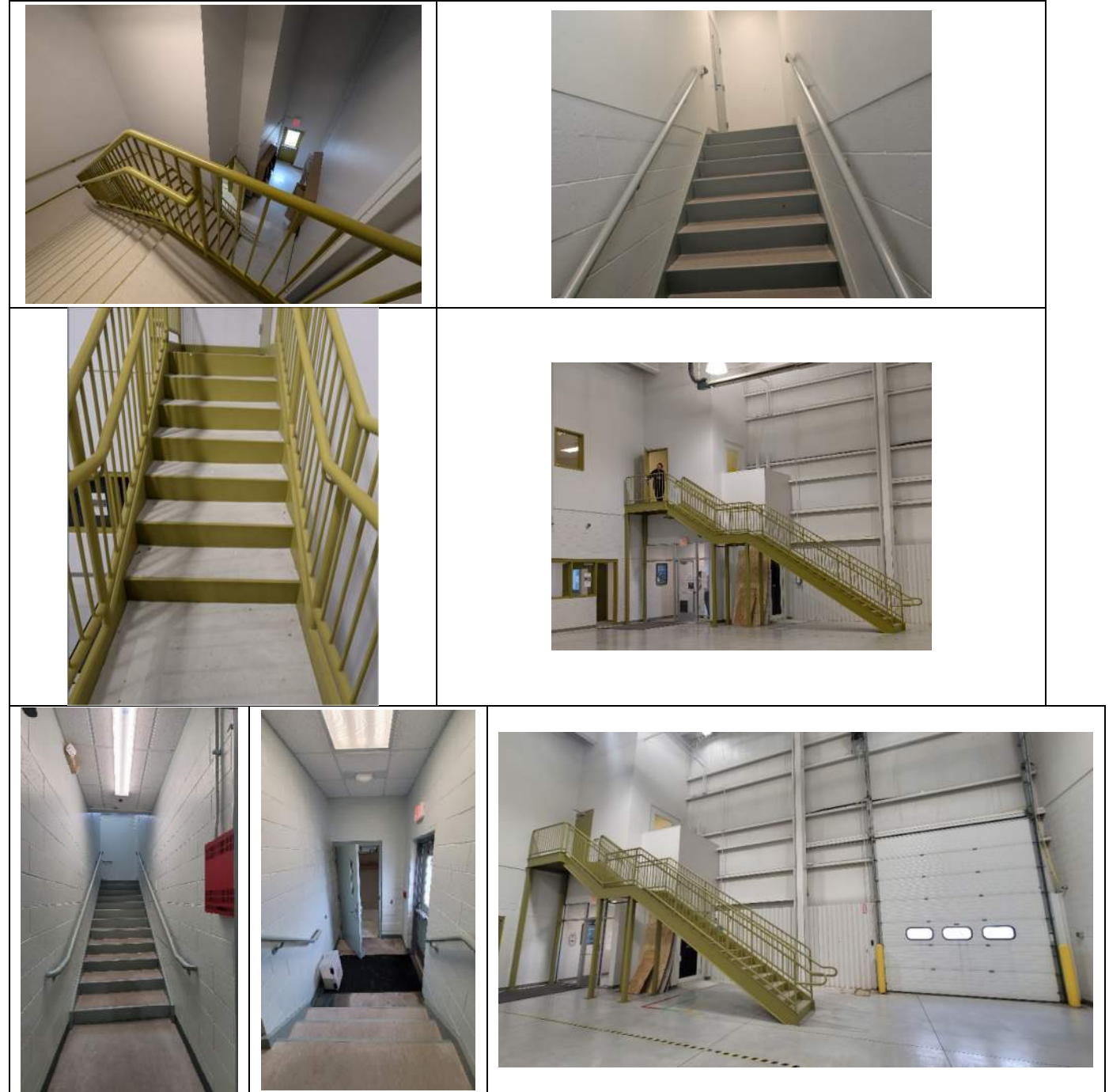
Recommendations: No structural recommendation. Patch and repair roof leaks



**B1080 Stairs/Ramps**

Observations: Stairs to mezzanine are in good condition and appear meet all current codes for the use group of the building for handrail, guardrail, rise, and run. Cane detection is needed at vertical clearance beneath open stair.

Recommendations: No Structural Recommendations. Add cane detection beneath open stair.



## B20 EXTERIOR VERTICAL ENCLOSURES

### B2010 Exterior Walls

Observations: Exterior is a combination of insulated metal wall panel over CMU and storefront window systems on the classrooms and offices, with metal liner panel at hangar areas.

- Metal wall panels are in good condition.
- Storefront window systems are in good condition.

Recommendations: None.



### B2050 Exterior Doors and Grilles

Observations: All exterior doors are functioning well as intended.

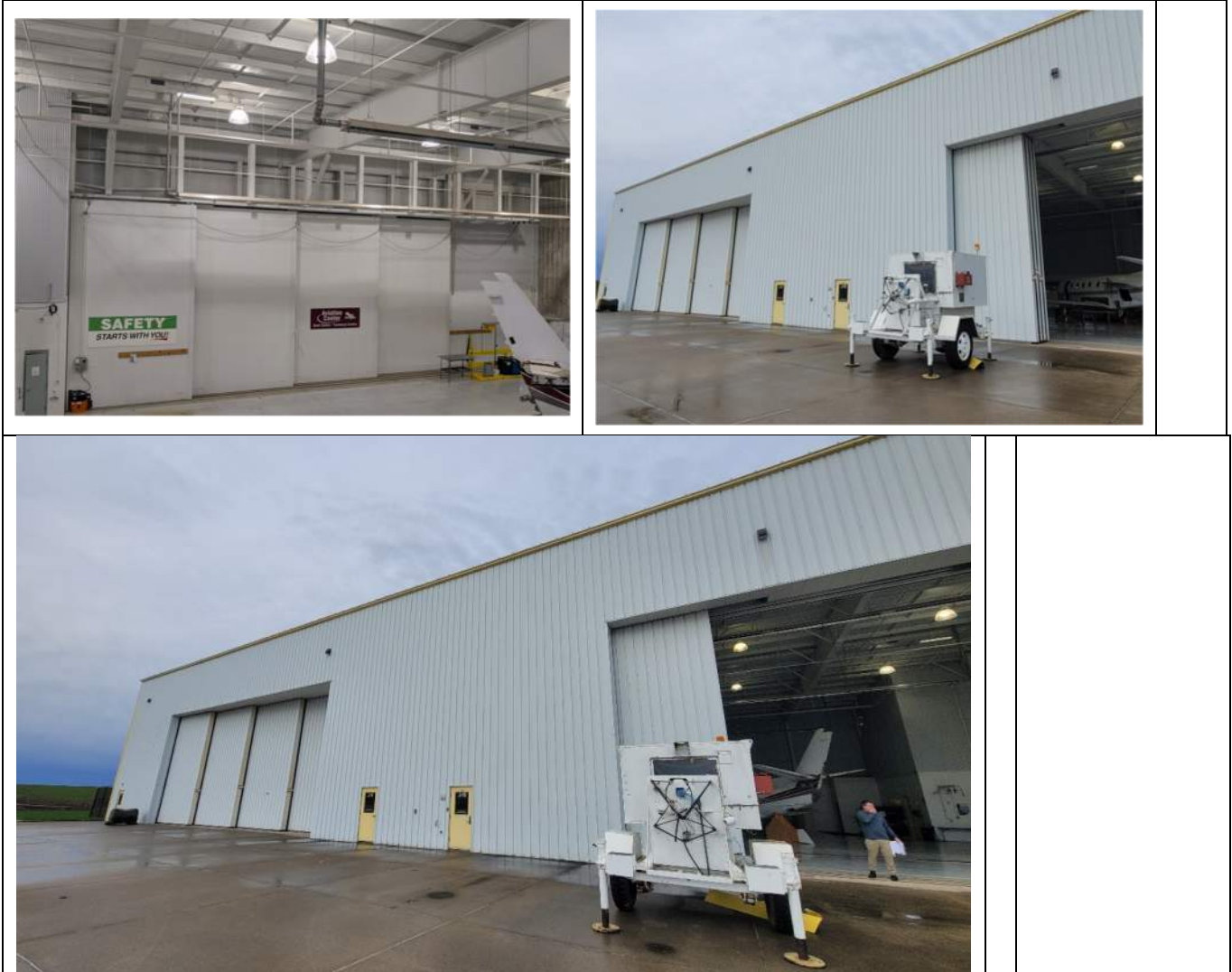
Recommendations: Adjust door closers to no more than 15 pounds of pull force to meet accessibility requirements. Maintain weather stripping.



**B2050.30 Exterior Airplane Doors**

Observations: The Exterior Airplane Doors are sectional, supported on rollers and tracks. No vibrations or other deficiencies were noted during a demonstration of the North door opening and shutting. Both hangar doors are functioning well to open, but a final push is needed to a complete close.

Recommendations: No structural recommendations. Have the door and/or motor serviced for an easier close.



## **B30 EXTERIOR HORIZONTAL ENCLOSURES**

### **B3010 Roofing**

Observations: Pre-engineered metal roof on the main/high roof and on the office/bunk room roof. Roof material was not physically observed from above.

Recommendations: Repair active leaks.

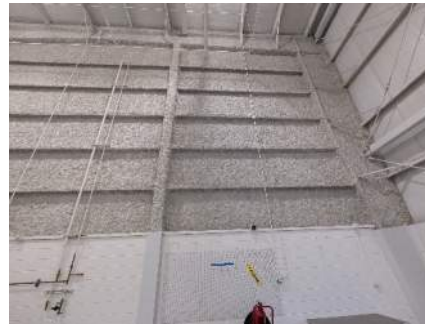
# Element C: Interiors

## C10 INTERIOR CONSTRUCTION

### C1010 Interior CMU Partitions

Observations: Interior CMU partitions are in good condition including the offices, classrooms, main maintenance area functions, and lavatories.

Recommendations: No structural recommendations. Patch miscellaneous holes.



**C1020 Interior Windows**

Observations: All appear to be in good condition. An occasional vertical blind slat may be missing and in need of replacement. Blind tracks may need some lubricant to open easier.

Recommendations: Replace missing blind slats and lubricate tracks.



**C1030 Interior Doors**

Observations: Doors are in good condition and meet current codes, including lever hardware.

Recommendations: New lock cylinders are needed and some paint touch-ups would be beneficial.



**C1070 Suspended Ceiling Construction**

Observations: Suspended 2x4 lay-in ceiling in most areas and are in good condition. Minor water damaged or cracked panels.

Recommendations: Replace cracked, missing, or water damaged tiles.



**C1090 Interior Specialties**

**C1090.25 toilet rooms/toilet compartments/accessories**

Observations: All toilet rooms and showers appear to meet current codes. Minor delamination of and/or chips in laminate counter tops.

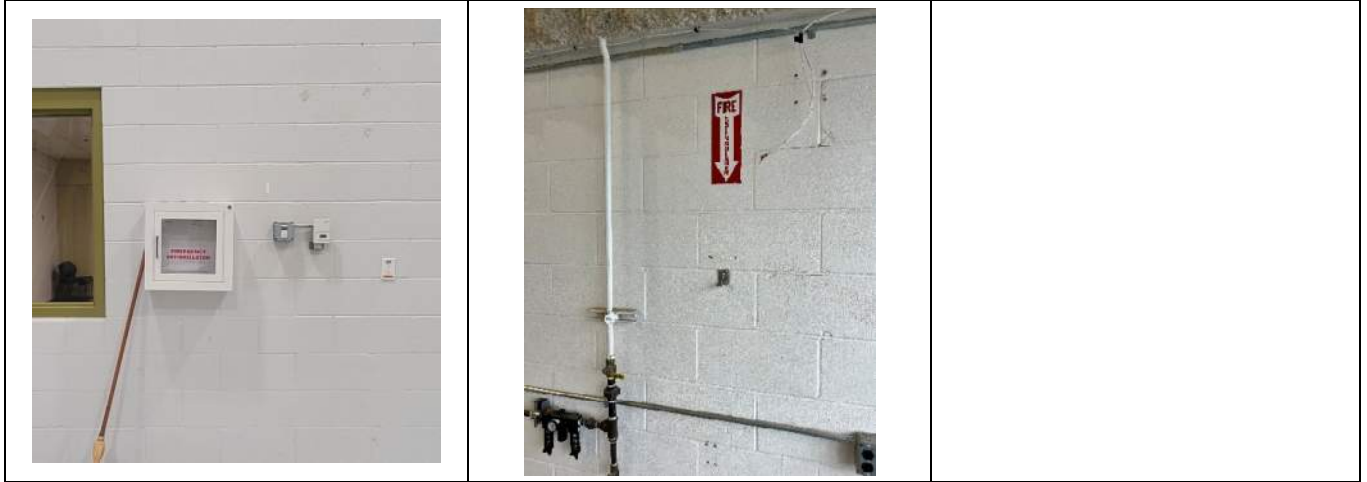
Recommendations: None, or replace for aesthetic purposes.



**C1090.60 fire extinguishers**

Observations: Building is fully suppressed with fire protection. System specifications and type were not readily able to be verified. Fire extinguishers and defibrillator have been removed.

Recommendations: Replace fire extinguishers and defibrillator.

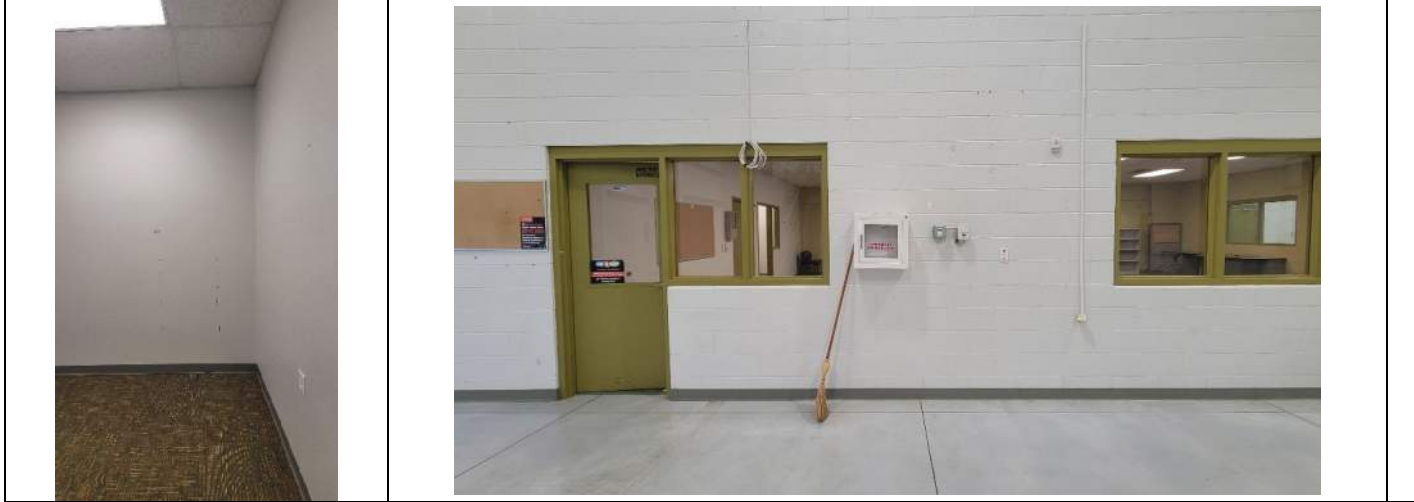


**C20 INTERIOR FINISHES**

**C2010 Wall Finishes**

Observations: Wall finishes are in good condition

Recommendations: Patch and repair minor holes.



**C2030 Flooring**

Observations: Flooring is in decent condition, with a few larger stains, some ripped or misaligned tiles.

Recommendations: Replace stained or damaged tiles.



## Element D: Services

### D20 PLUMBING

#### D2010 Domestic Water Distribution

##### Item 1 - Domestic Water Distribution

Observations: Domestic water piping routed high throughout facility. Main piping is insulated with exposed branch piping observed without insulation. Copper piping with isolation valves present

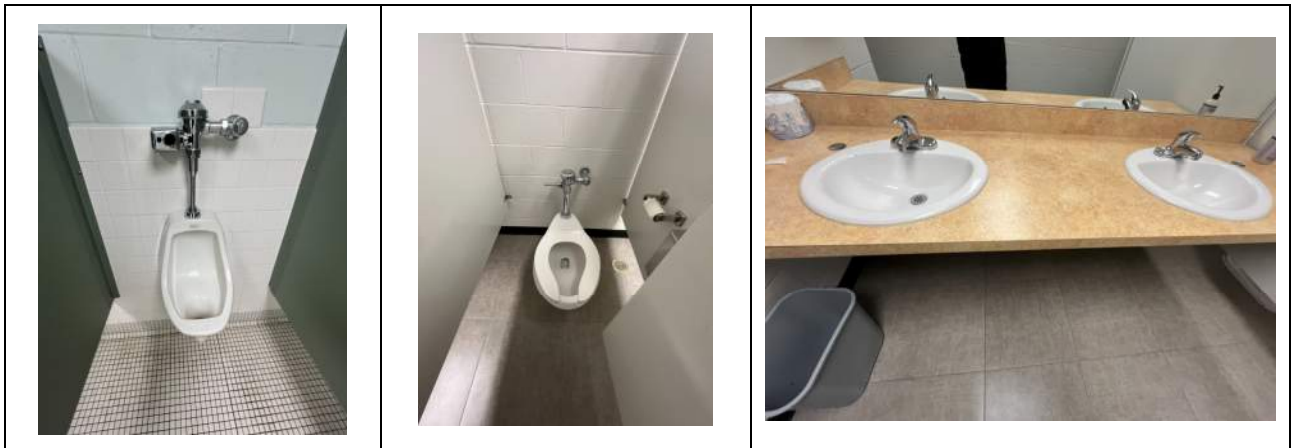
Recommendations: Repair or replace damaged and missing insulation. Continue routine maintenance and evaluate piping conditions for future replacement



##### Item 2 – Plumbing Fixtures - Restroom

Observations: Water closets, urinals, and lavatories installed throughout facility. Fixtures are equipped with flushometer-type valves. Fixtures appear functional with typical wear; minor staining observed at urinals. Localized condensation observed on flush valve and piping at one fixture. Fixtures appear older but maintained.

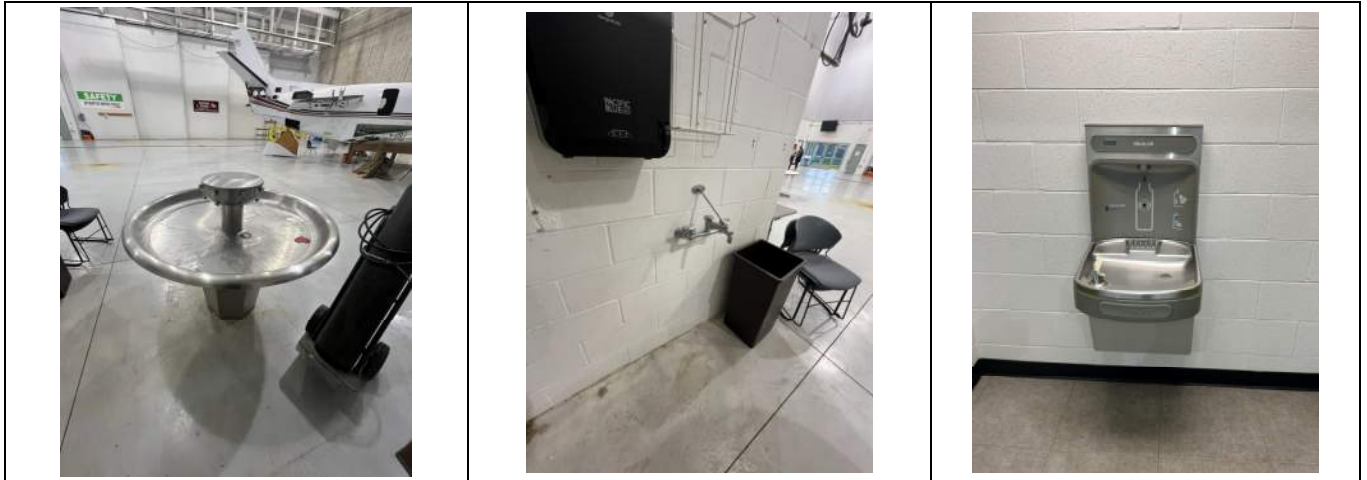
Recommendations: Continue routine maintenance and cleaning. Evaluate flush valves for performance and water efficiency and replace with water-saving fixtures and valves during future renovations.



**Item 3 – General Area Plumbing Fixtures**

**Observations:** Group handwash station, wall-mounted service faucet, and drinking fountain/bottle filler observed in public areas. Fixtures appear functional with typical wear. Drinking fountain unit appears newer.

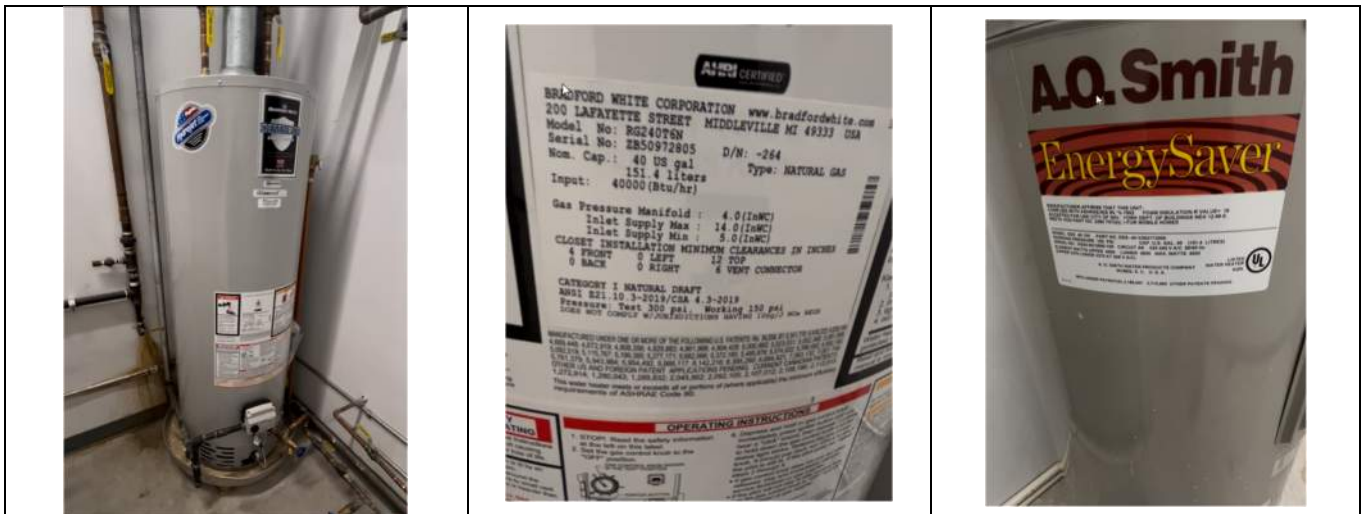
**Recommendations:** Evaluate fixture usage and replace or modify as needed based on demand, usage requirements and future renovations. Continue routine maintenance and cleaning.



**Item 4 – Domestic Water Distribution**

**Observations:** Gas-fired and electric tank water heaters observed (Bradford White and A.O. Smith). 40-gallon gas-fired and 50-gallon electric units. Installation appears consistent with original construction.)

**Recommendations:** Continue routine maintenance. Typical service life for tank water heaters is approximately 8–15 years. Evaluate units for replacement planning based on age and condition.





**D2060 Process / Safety Plumbing**

**Item 1 – Compressed Air System**

Observations: Tank-mounted air compressor with associated piping, regulators, gauges, and multiple drop stations observed throughout facility. System includes hose connections and isolation valves.

Recommendations: Continue routine maintenance. Typical service life for air compressors is approximately 15–20 years. Evaluate system for replacement planning based on age and condition.



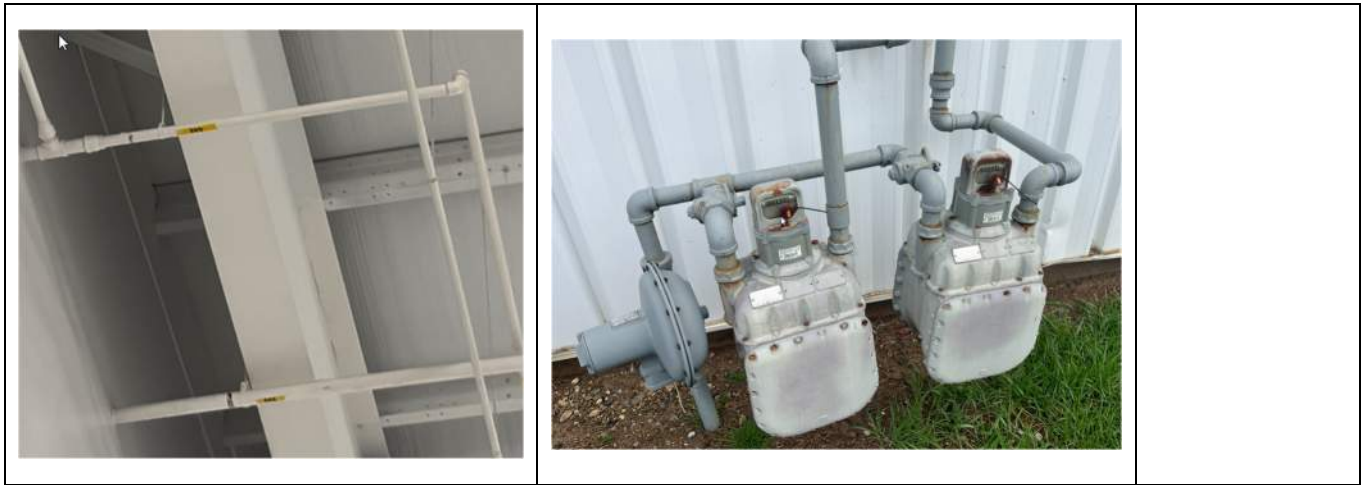
### D30 Facility Fuel Systems

#### D3010 Facility Fuel Systems

##### Item 1 – Natural Gas System

Observations: Natural gas system includes exterior gas meters and regulators with distribution piping routed throughout facility. Interior gas piping is exposed and routed high. System appears consistent with original installation with minor surface corrosion at exterior components.

Recommendations: Continue routine maintenance. Inspect exterior gas components for corrosion and maintain protective coatings. Evaluate system for replacement planning based on age and condition.



#### D3020 Heating Systems

##### Item 1 – Radiant Tube Heaters

Observations: Suspended gas-fired radiant tube heaters installed throughout hangar space. System appears functional and consistent with building installation

Recommendations: Continue routine maintenance. Inspect burners, reflectors, and venting for proper operation and address deficiencies as needed. Consider future replacement as systems approach the end of typical service life.



**Item 2 – Supplemental Heating (Cabinet Unit Heaters / Wall Heaters)**

Observations: Cabinet unit heaters and wall-mounted heating units observed in office and entry areas. Units appear consistent with building installation.

Recommendations: Verify operation of units. Continue routine maintenance and plan for replacement as equipment approaches typical service life.

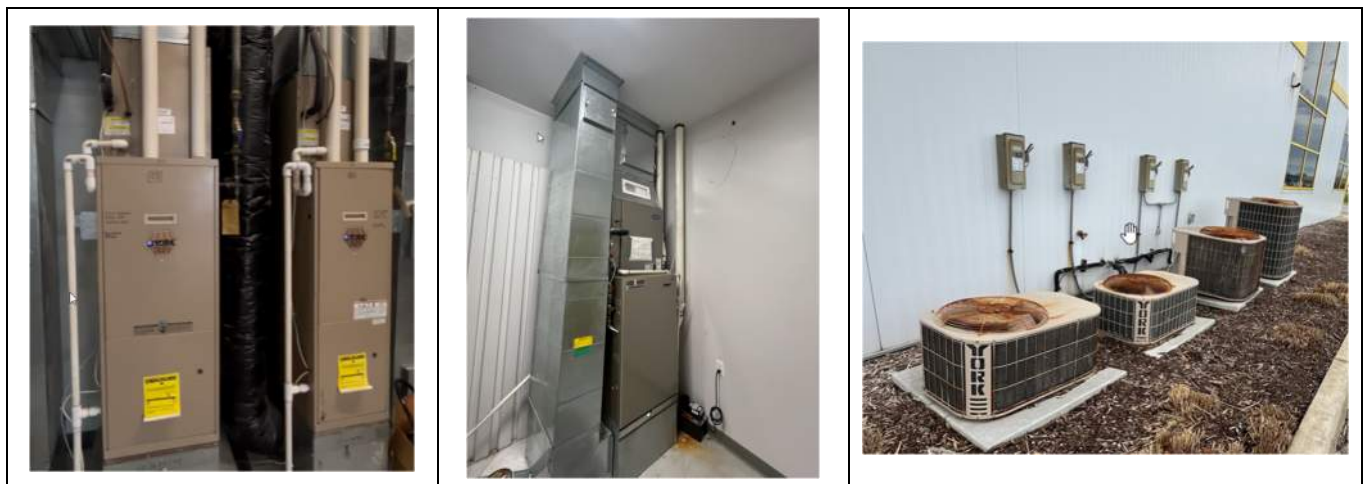


**D3040 Distribution Systems**

**Item 1 – Split System Furnaces / Indoor Air Handling Units**

Observations: Multiple indoor gas-fired furnaces (York and Carrier) serving ducted systems observed. Associated indoor cooling coils are present, with one unit labeled for R-22 refrigerant (manufactured 2007). Ductwork is connected and routed vertically with insulated sections. Equipment appears to be original or early replacement relative to building age (2001–2003).

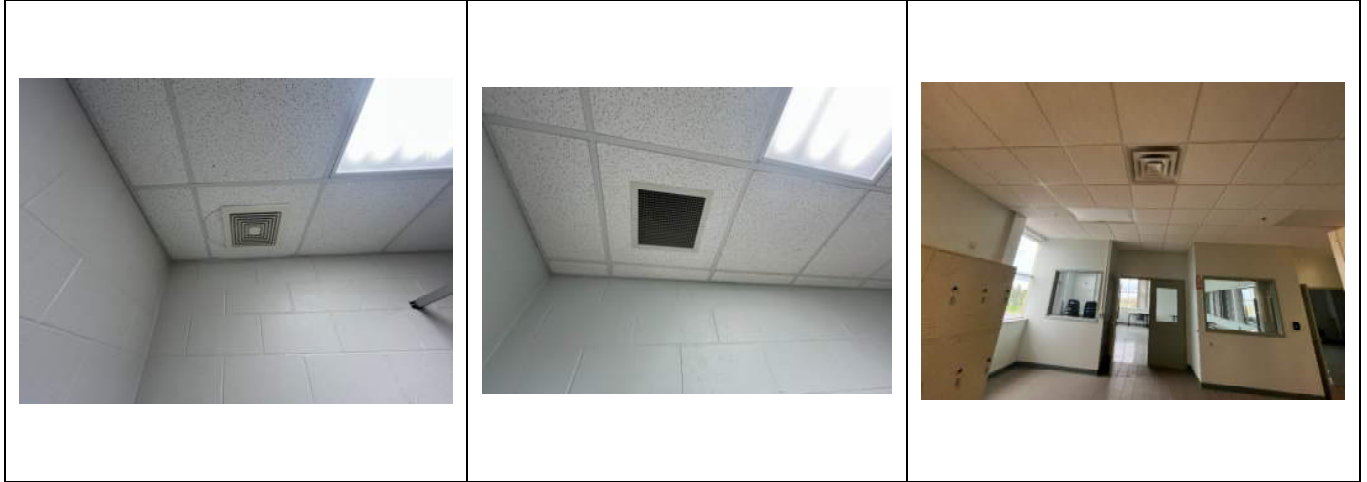
Recommendations: R-22-based split systems (furnaces with associated indoor coils and outdoor condensing units) are obsolete and no longer supported. Based on typical 15–20 year service life, equipment is at or beyond expected useful life. Plan for phased replacement of full systems, prioritizing R-22 units, with high-efficiency equipment utilizing current refrigerants.



**Item 2 – Air Distribution**

Observations: Ceiling-mounted supply diffusers and return/exhaust grilles observed. Distribution appears original (2001–2003) and nearing typical 20–30 year service life; isolated units show minor damage and misalignment.

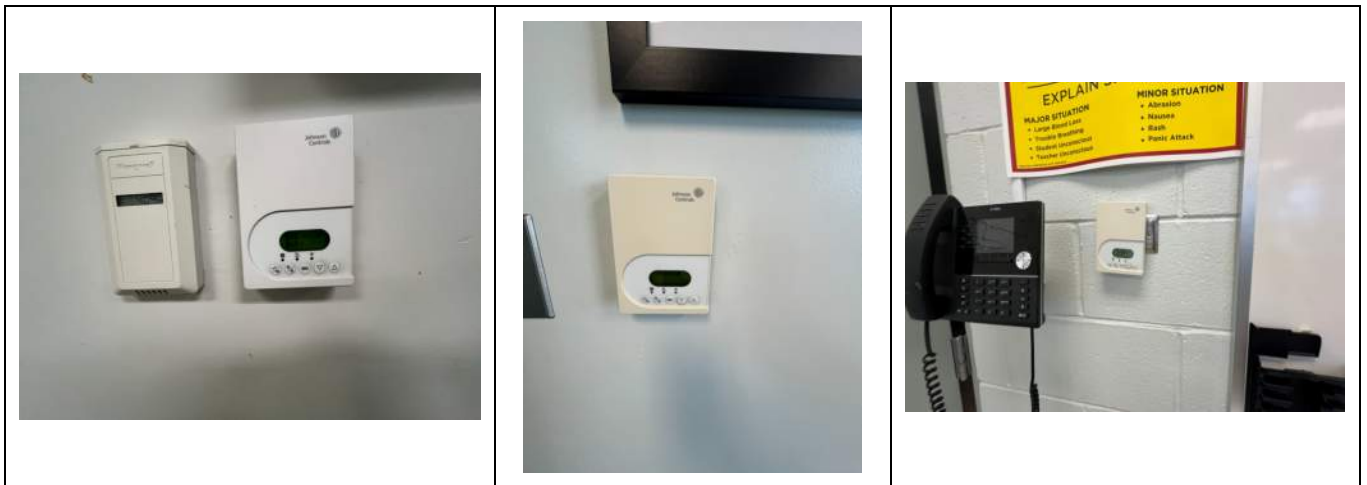
Recommendations: Clean, adjust, and rebalance as needed. Replace damaged units and consider full replacement with future HVAC upgrades.



**D3060 Controls & Instrumentation**

Observations: Local wall-mounted thermostats (Honeywell and Johnson Controls) observed serving individual systems. Controls appear to be standalone with no central building automation system. Decentralized control strategy with limited scheduling and monitoring capability.

Recommendations: Evaluate implementation of programmable or networked control systems (BAS) to enhance scheduling capability, improve energy performance, and provide centralized monitoring and system coordination.



**D3020 Other HVAC Systems**

**Item 1 – Spray Booth Equipment**

Observations: Spray booth observed with dedicated exhaust duct routed vertically to discharge and associated wall-mounted make-up air fan. System appears to be a self-contained unit typical for finishing applications. Condition appears generally intact; however, equipment is consistent with facility age and may be approaching expected service life (~15–25 years).

Recommendations: Verify proper operation, airflow, and filtration performance. Evaluate compliance with applicable ventilation and safety requirements. Plan for repair or replacement as needed based on condition and performance.



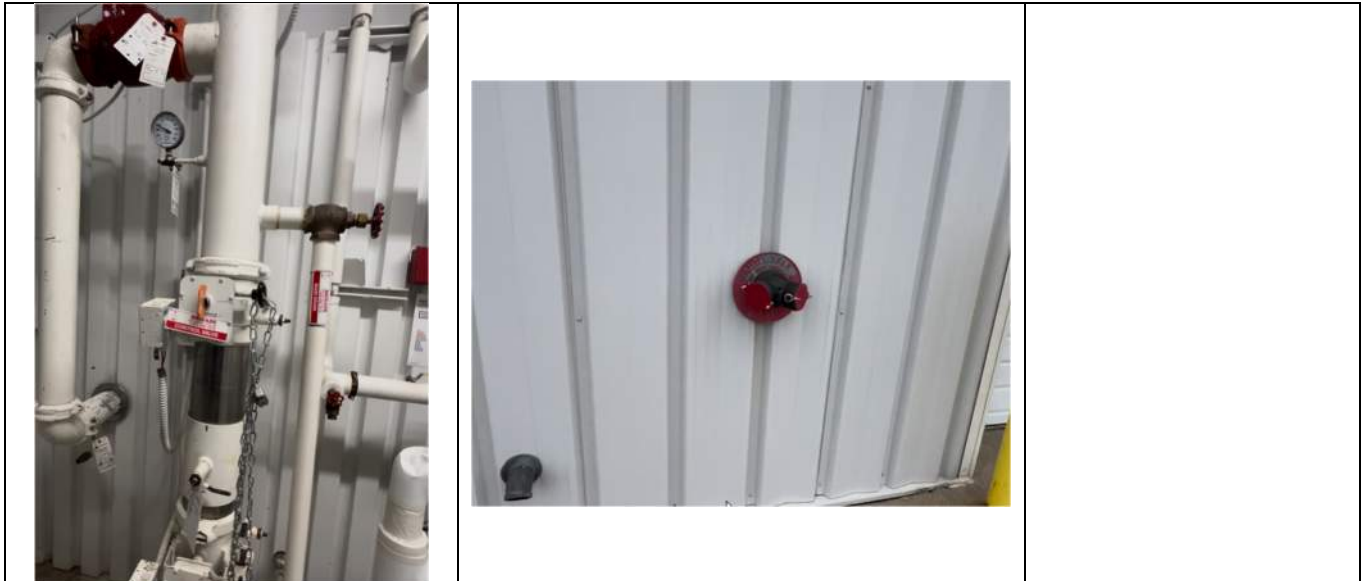
## D40 FIRE PROTECTION

### D4010 Fire Suppression

**D4010.10 Water-Based Fire-Suppression** (Includes: Systems that use water for fire extinguishing and suppression. Includes piping, fittings, and specialties; hoses, valves, cabinets; fire pumps, accessories, and controls.)

Observations: Fire protection system components. System appears to be a wet-pipe configuration with distribution routed primarily at high level. Components appear typical of the facility age with no obvious damage.

Recommendations: Verify current inspection, testing, and maintenance documentation. Given system age, consider targeted evaluation of key components for wear or corrosion and plan for repair or replacement as required.



## D50 ELECTRICAL

**D5020.30 Power Distribution** (Includes: Bus assemblies, distribution equipment, and electrical wiring system to distribute electrical power to switchboards, panelboards, and motor control centers.)

**Observations:** Majority of distribution equipment looks newer and appears to be in good working condition. There are limited spare breakers and open spaces available within the panels. The primary service is fed by a utility transformer owned by Consumers Energy. No load reports were requested as the building has been unused for some time. There appears to be multiple meters for the building indicating several tenants at one time. No disconnecting means in sight of step-down transformers.

**Recommendations:** Depending on how the building will be used, rework of the primary service may be required to accommodate the number of tenants desired. All primary service equipment and panelboards appear to be in good shape and can be reused. For step down transformers, the breaker feeding them needs to be properly labeled and lockable.



**D5030.50 Wiring Devices** (Includes: Electrical devices at point of use including electrical outlets and switches.)

Observations: Devices appear to be in good working order, but several have damaged faceplates. Several locations do not have GFCI protection where code now requires. Device life expectancy is dependent on amount of use. Due to age, device finish can be discolored.

Recommendations: Devices should be replaced when an area is renovated/refreshed. GFCI receptacles or breakers should be installed to protect outlets where code requires.



**D5040.10 Lighting Control** (Includes: Clock and calendar, photoelectric switches, occupancy sensors, and light-leveling control devices.)

Observations: Light switches consist of on/off toggle and dimmer switches and occupancy sensors. In many cases, controls do not meet current energy codes.

Recommendations: When renovating/refreshing areas, lighting controls should be upgraded to meet current energy codes by adding dimming control, occupancy/vacancy sensors, and/or time scheduled control where necessary.



**5040.50 Lighting Fixtures** (Includes: Luminaries, lighting equipment, ballasts, and accessories. Includes fluorescent, high intensity discharge, incandescent, mercury vapor, neon, and sodium vapor lighting.)

Observations: Fixtures appear to be a mix of LED and fluorescent lights. Some areas lights did not turn on. Emergency lighting appears to be from localized battery backups at fixtures. Some areas may lack sufficient egress lighting levels.

Recommendations: Replace light fixtures with LED when renovating/refreshing areas. Update troffers for a cleaner look. Where lights do not work, replace or correct the issue. Review coverage of emergency lights to prove egress lighting output meets code requirements.

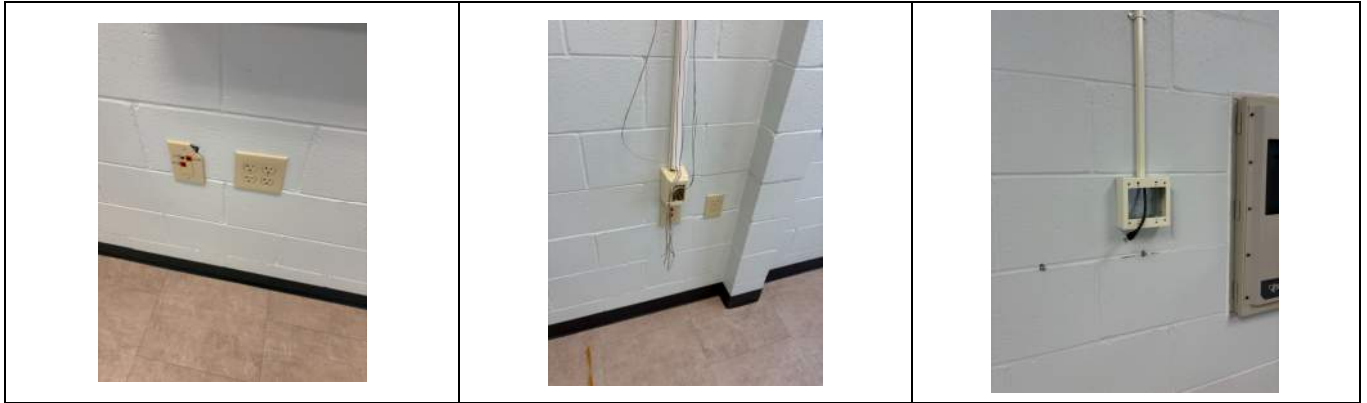


## D60 COMMUNICATIONS

### D6010 Data Communications

Observations: Data cabling exposed in several locations and not connected to anything. Cabling may need to be upgraded to meet higher transmission rates. Ethernet jacks are located throughout space. Cover plates are damaged in areas.

Recommendations: Data jacks should be tested to ensure they are connected back to data panel. Any exposed data wiring should be cleaned up. Devices should be replaced when an area is renovated/refreshed.



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### D6020 Voice Communications

Observations: Cabling is in good condition. Some cabling may need to be upgraded if the future phone system is VOIP.

Recommendations: None

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### D6030 Audio-Video Communication

Observations: None

Recommendations: None

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## D70 ELECTRONIC SAFETY AND SECURITY

### D7010 Access Control and Intrusion Detection

Observations: Access control system is currently installed in select locations. No issues were obvious.

Recommendations: Airport secure area access points need to be reviewed with the airport to ensure they are up to the airport's standards. Access control should be upgraded/installed at building entries.

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### D7030 Electronic Surveillance

Observations: A select number of cameras were discovered. No issues were noticed. Locations may need to be adjusted in future depending on need.

Recommendations: None

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### D7050 Detection and Alarm

Observations: Fire alarm system appeared to be in adequate condition. Smoke detectors may need to be replaced or cleaned based on age.

Recommendations: A thorough test by the fire alarm vendor would be advised.



## **APPENDIX A**



# Mechanical Plan

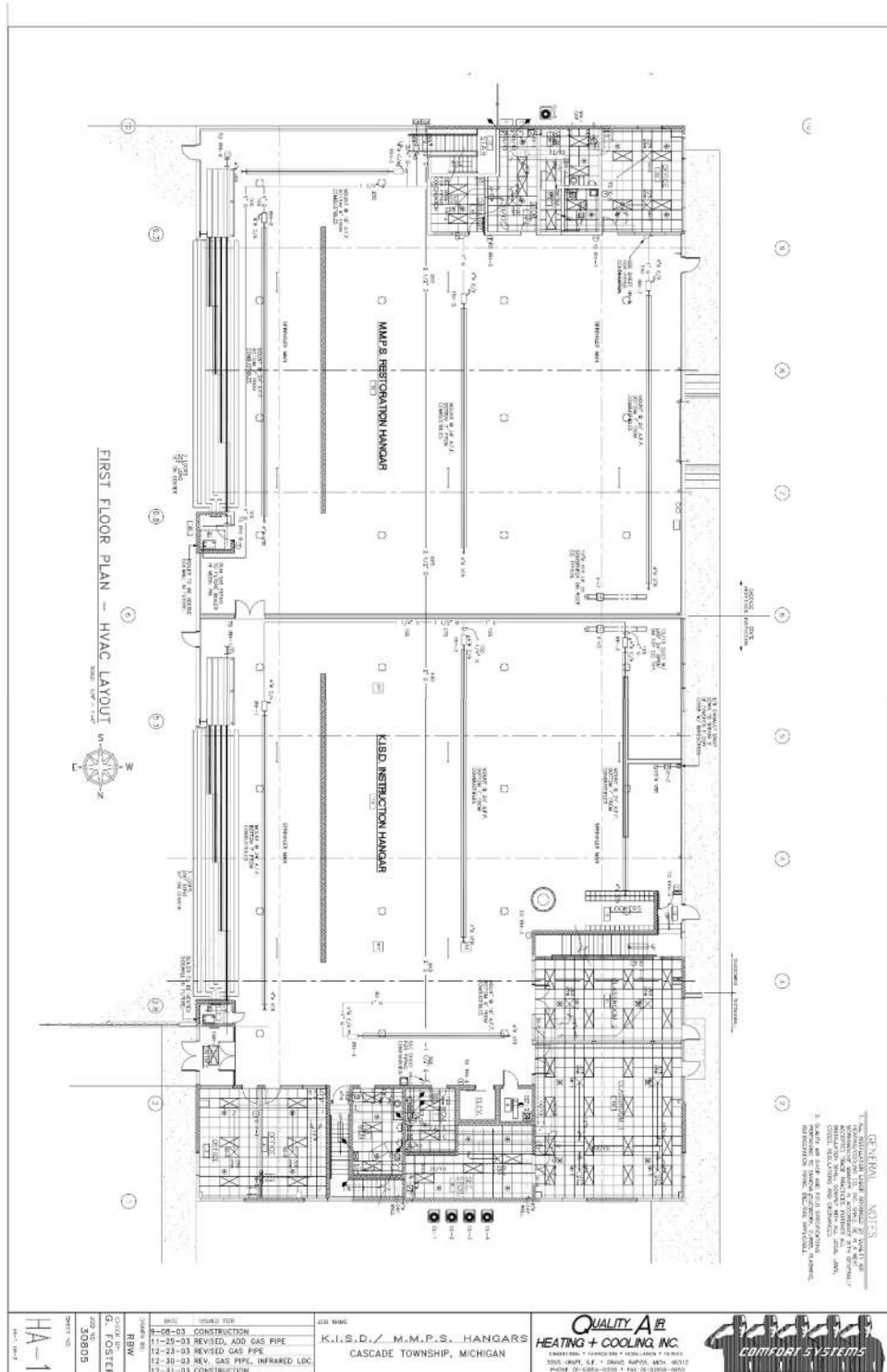
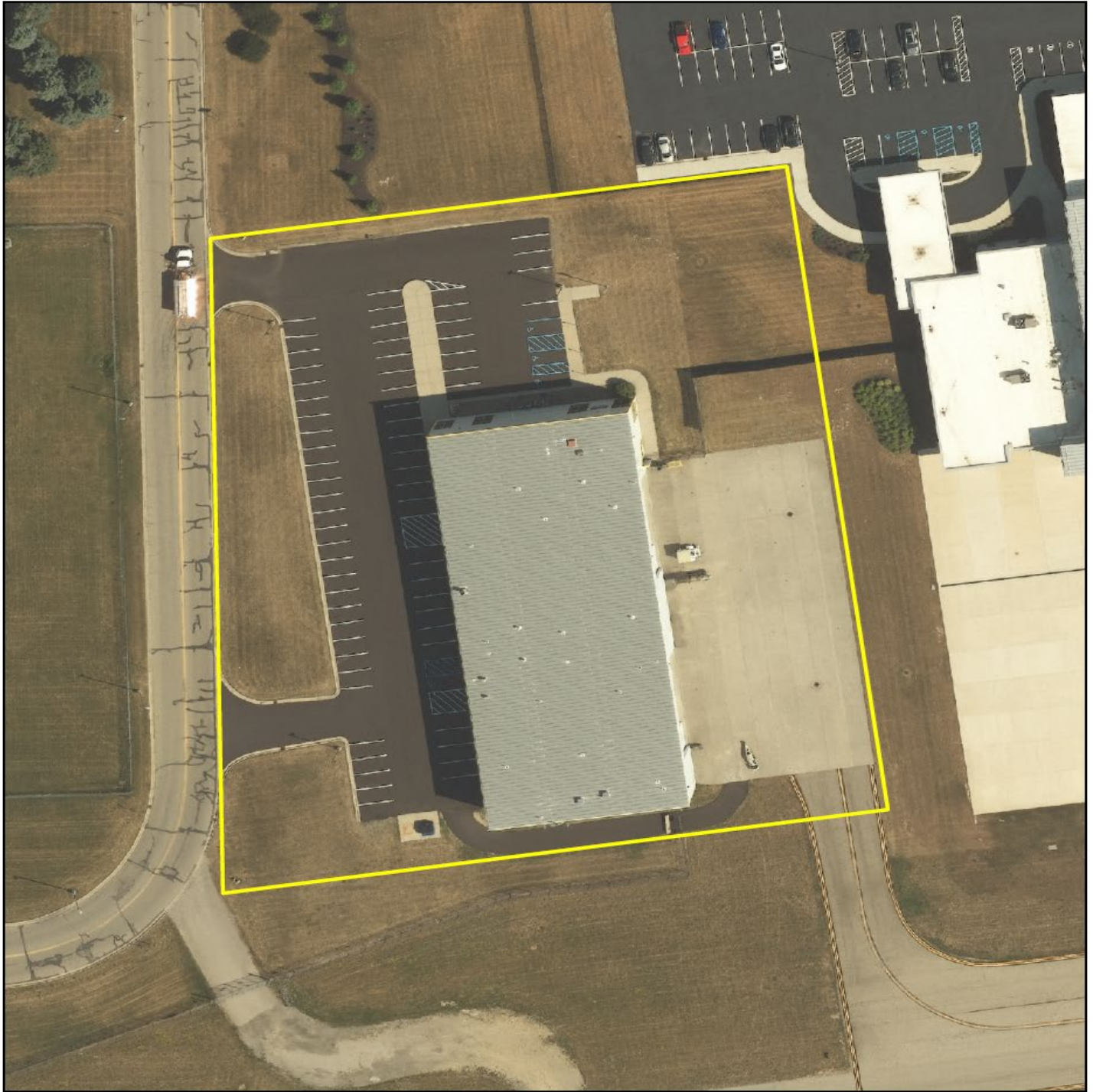


Exhibit B – Lease Premises



**Site:** 113,756 Sq.Ft.

**Building Footprint:** 21,915 Sq.Ft.

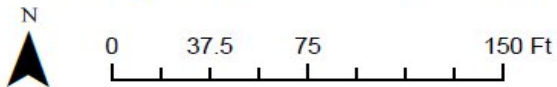


Exhibit C – Example Aeronautical Activity Permit

**AIRPORT OPERATING AND TERMINAL BUILDING OCCUPANCY PERMIT**

The Gerald R. Ford International Airport Authority ("Authority") grants to:

\_\_\_\_\_  
(NAME OF AIRLINE)  
\_\_\_\_\_  
(ADDRESS)

("Airline") the privilege and right to operate an aircraft transportation system at the Gerald R. Ford International Airport, Grand Rapids, MI, for the carriage of persons, property, cargo, and mail.

The Authority assigns to Airline space in the Airport Terminal Building designated on Exhibit A. The assigning of Holding Rooms carries with it the right to use the Aircraft Loading Positions adjacent to them.

Airline shall pay the Authority rent for its assigned space as set forth on Exhibit B. Rent shall be payable monthly in advance in equal monthly installments on the first day of each month, but not later than ten (10) days after the date of the Authority's invoice.

If Airline's assigned premises do not include any space in the Terminal Building, then the provisions of this permit relating solely to use and assignment of space in the Terminal Building shall not apply to Airline. If, during the term of this Agreement, Airline is assigned space in the Terminal Building, those provisions shall then apply to Airline.

By accepting the rights and privileges granted by this permit, Airline understands it will pay the rates and charges established by the Authority's Rates and Charges Resolution and will comply with the Authority's General Use Conditions for Scheduled Commercial Air Carriers and the Authority's Airport Rules and Regulations, copies of which accompany this permit and are incorporated by reference. Additional copies are available upon request to the Authority.

The term of this permit shall commence as of the 1<sup>st</sup> day of January 2026 and continue month-to-month until December 31, 2026, unless earlier terminated by either party on thirty (30) days' written notice to the other party during calendar year 2026.

ISSUED: January 1, 2026

GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY

By  \_\_\_\_\_  
Its PRESIDENT & CEO

RECEIVED AND ACKNOWLEDGED:

\_\_\_\_\_  
(AIRLINE NAME)  
By \_\_\_\_\_  
Its \_\_\_\_\_



Exhibit D – Example Commercial Activity Permit

**AERONAUTICAL ACTIVITY PERMIT - 2026**

The Gerald R. Ford International Airport Authority ("Authority") grants to:

\_\_\_\_\_  
(GRANTEE)

\_\_\_\_\_  
(ADDRESS)

As a condition of being granted the right to use Airport property and conduct the Activity or Activities set forth on Exhibit A and Exhibit B (attached hereto), at the Airport, Grantee shall:

(1) comply with all applicable Regulatory Measures including, but not limited to, those specified in the Authority's Minimum Standards and Rules and Regulations, copies of which accompany this Permit and are incorporated by reference; and

(2) comply with any directives issued by the Authority or the President & CEO governing or pertaining to the Activity or Activities authorized by this Permit and/or the use of Airport property; and

(3) pay the fees and charges set forth by the Authority for the Activity or Activities authorized by the Permit and/or for the use of the Airport property; and

(4) procure and maintain insurance set forth in the Minimum Standards or as required by the Authority for the Activity or Activities authorized by this Permit and/or for the use of Airport property; and

(5) clean, restore, repair and pay for any damage to Airport property, facilities or equipment resulting from its Activity or Activities on the Airport and/or use of the Airport; and

(6) protect, defend, and hold the Authority (6) its officers and employees completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises by Grantee, or the acts or omissions of Grantee, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act or omission of the Authority, its agents, representatives, contractors or employees. The Authority shall give to Grantee reasonable notice of any such claims or actions.

The term of this permit shall commence as of the 1<sup>st</sup> day of January 2026 and continue until December 31, 2026.

ISSUED: January 1, 2026

RECEIVED AND  
ACKNOWLEDGED

BY: \_\_\_\_\_  
(NAME - PRINTED)

Its: \_\_\_\_\_  
\_\_\_\_\_  
(SIGNATURE)

GERALD R. FORD INTERNATIONAL AIRPORT AUTHORITY

BY:  \_\_\_\_\_

Its: President & CEO

Exhibit E – Proposal Summary Template

**Business Name:** \_\_\_\_\_  
**Business Address:** \_\_\_\_\_  
**Headquarters Address:** \_\_\_\_\_  
 (If different)

**Primary Contact:**

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Proposal Information**

**Financial Proposal**

**1. Proposed Lease Rate**

Base Rent: \_\_\_\_\_

Escalation: \_\_\_\_\_

**2. Proposed Lease Term**

Initial Term: \_\_\_\_\_ years

Requested Renewal Options (if any): \_\_\_\_\_ options of \_\_\_\_\_ additional years

**3. Capital Investment / Improvements (Check One)**

- No Capital Improvements Proposed
- Tenant will make capital improvements
  - i. Estimated Investment Value: \$ \_\_\_\_\_

**4. Revenue Sharing (check and complete as applicable)**

- N/A
- Yes: \_\_\_\_% of \_\_\_\_\_

**Briefly state your proposed operation:**

**Type of Aeronautical Operator (check all that apply)**

- |  |   |
|--|---|
| <input type="checkbox"/> Fixed Base Operator                             | <input type="checkbox"/> Aircraft Sales Operator                      |
| <input type="checkbox"/> Specialized Aviation Service Operator           | <input type="checkbox"/> Aircraft Management Operator                 |
| <input type="checkbox"/> Aircraft Charter Operator                       | <input type="checkbox"/> Specialized Commercial Aeronautical Operator |
| <input type="checkbox"/> Aircraft Maintenance Operator                   | <input type="checkbox"/> Non-Commercial Private Hangar Operator       |
| <input type="checkbox"/> Avionics or Instrument Maintenance Operator     | <input type="checkbox"/> Private Flying Club                          |
| <input type="checkbox"/> Aircraft Rental and/or Flight Training Operator | <input type="checkbox"/> Self-Service Fueling Operator                |

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**Exhibit E – Standard Covenants****STANDARD COVENANTS****(NON-AIP LEASES)**

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.** 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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. If the Contractor transfers its obligations to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the Airport remains obligated to the Federal Aviation Administration.

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- 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 for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- G. 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance); (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 (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).
- H. 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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity) age, or disability 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
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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.

- I. Civil Rights – Title VI Assurances – Transfer of Real Property. (A) The (grantee, lessee, 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) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds 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.
- J. Civil Rights – Title IV Assurances – Construction/Use/Access to Real Property. (A) 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 Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- K. 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.
- L. 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.
- M. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and Subcontractor agree to comply with mandatory standards and policies related to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act (Public Law 115-232 § 889(f)(1)).
- N. 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.
- O. 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.
- P. 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

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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,

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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.

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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.

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