

AIRPORT BOARD AGENDA

Regular Meeting

August 3, 2026 at 4:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by board action.
- 4) **APPROVAL OF MINUTES** - Items can be added or deleted from the Agenda by board action.
 - A. MEETING MINUTES - JUNE 2026
- 5) **FINANCIAL APPROVAL**
 - A. REVENUE AND EXPENSE - JULY 2026
- 6) **AIRPORT MANAGER'S REPORT**
 - A. MANAGER'S REPORT - ENDING JULY 31, 2026
- 7) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.
- 8) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**
- 9) **OLD BUSINESS**
 - A. MARSHALL SOLAR - GLARE STUDY
- 10) **REPORTS AND RECOMMENDATIONS/NEW BUSINESS**
 - A. AIRPORT LAYOUT PLAN UPDATE PROJECT - MDOT CONTRACT
 - B. AIRPORT LAYOUT PLAN UPDATE PROJECT - MEAD AND HUNT CONTRACT
 - C. HANGAR ROOF DESIGN PROJECT - MDOT CONTRACT
 - D. HANGAR ROOF DESIGN PROJECT - MEAD AND HUNT CONTRACT
- 11) **PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS portion of the meeting agenda.
- 12) **BOARD REPORTS**
- 13) **ADJOURNMENT**

Brooks Field Airport Board Meeting Minutes

- I. Chairperson Michael Walraven called the Brooks Field Airport Board to order in a scheduled session on Monday, June 8, 2026, at 4:15 p.m. in the Terminal building located at the Brooks Field Airport, 1263 South Kalamazoo Ave, Marshall, MI.
- II. **Roll Call:** Members Present: Chairperson Michael Walraven, Members, Desmond Kirkland, Glenn Shaw and Scott Southwell. As such, a quorum was established.
 - a. Members Absent: None
 - b. Other Attendees: Marcia Strange - Director of Community Development
Craig Griswold – Airport Manager
Theresa Chaney Huggett – City Council Liaison
Shawn Bowdidge – SkyVenture Aviation
Katie Griswold – Griswold Aviation
Rob Williams
- III. **Approval of Agenda:** Member Southwell made a Motion to approve the agenda and it was seconded by member Kirkland and carried on a voice vote.
- IV. **Approval of Minutes:** Member Southwell made a Motion to approve the May 4, 2026 meeting minutes and it was seconded by member Shaw and carried on a voice vote.
- V. **Financial Report**
 - A. The Board began the meeting with a review of the May 31, 2026 Revenue and Expenditures Report, which was distributed to each member prior to the meeting. In reviewing the report, the Board questioned the numerous line overages in the report. Member Southwell questioned line item 595-931 - 00 Motor Vehicle Rental overages totaling 100 percent over budget. Craig mentioned these charges are for the City vehicles used during snow removal at the Airport. He went on to state that he and Marcia will be amending the line item account in next year's budget to better reflect any future charges. Since this is the end of the fiscal year, Craig mentioned he is monitoring the Maintenance Line Item balance to ensure he has remaining funds for repairs and upkeep at the main hanger as well as any other issues for the Airport. After further review of the report, member Southwell made a motion to receive the May 31, 2026 Revenue and Expenditure Report. The Motion was seconded by member Shaw and carried on a voice vote.
- VI. **Airport Manager's Report**
 - A. Craig provided an update on the Manager's Report regarding the past month's activities, including the status of fuel. As indicated in the information provided by Craig, the Airport sold 681 gallons of 100LL last month with an increased price of \$5.60 per gallon. Craig justified the price increase based on the increase in fuel costs associated with the price of the last load of fuel for \$5.50 a gallon. Even so, according to Craig, the Airport pricing at this time is competitive with other Airports. Further, Craig indicated the Airport did sell 300 gallons of 94 Swift fuel in May with a price of \$5.73. With only 839 gallons remaining in the tank, he is researching the cost for a load of Swift fuel. However, he indicated his preliminary research indicates Swift fuel has also increased in cost. Since the sales volume had been low, he stated

he will explore fuel costs and determine if another purchase is suitable or wait for adjustments in price. After a discussion of fuel, he went on to discuss the maintenance report included in the packet and presented a general summary of the various activities and issues completed during the previous month (refer to Airport Manager's May 2026 report). There being no further discussion, member Southwell moved that the Board accept and receive the Managers Report which was seconded by member Shaw and carried on a voice vote.

VII. Public Comment on Agenda Items

- A. Chair Walraven asked if there was any Public Comment on the Agenda Items at this time. There was none at this time.

VIII. Public Hearings & Subsequent Board Action

- A. Chair Walraven asked if there were any Public Hearing or Comment. Rob Williams wished to address the Board and provide an update about his private Airport. It is a grass runway that Rob has owned and operated for 34 years. He has recently had the Airport registered with AERO and is trying to register it for public use. However, his Airport is presently in the path of an ITC utility line in which he has been in negotiations with them over moving the line to accommodate his Airport. As such, he asked the Board if they could write a "Letter of Acceptance" to the AERO Board detailing the Board's acceptance of the use of the Airport. Although the Board indicated their recognition, Marcia interjected that since the Board is representative of the city, the city would need to review the request and have a response back to the Board for the next meeting.
- B. Shawn Bowdidge from SkyVenture Aviation mentioned that within the past month, pilots flying into the Airport have asked if the Airport had a courtesy car to use so they could go into town to eat or shop. Presently, the Airport does not have a courtesy car, however, Schuler's restaurant will pick up pilots for their restaurant. As such, the Board proceeded to discuss the possibility of obtaining a courtesy car in the future. Of course other issues mentioned included car and liability insurance with member Southwell indicating it a subject that needs further research.

IX. Old Business

- A. The Board had a follow up discussion over this years "Activities" at the Airport with a conversation regarding the pancake breakfast scheduled on June 13th from 8:00 to 11:00. As a follow up, Craig and Katie created flyers that have been distributed around the city. Other recommendations were mentioned for advertising the event.
- B. Member Shaw mentioned he has been researching other Airports concerning antique airplane projects similar to the Airport's Beech 18 appearance. Although he found some material, he wanted to express his view that the Airport should identify a location and a need to preserve its future with the Airport. He recommended the installation of a "concrete square" to secure the plane as well as identifying a new location for the plane. Member Southwell mentioned welding a base plate under the wheels for support. Marcia mentioned that any supports or echelons constructed to increase the height of the plane should be reviewed by an engineer for structural compliance engineering. The Board agreed to follow up.

X. Reports and Recommendations/New Business

- A. As a follow up on the refurbishment of the taxi way project, Craig indicated the project was completed and the Airport opened back up on May 5th. He indicated he was happy with the work and repairs as a result of construction. However, they will be back sometime this month to apply full rate markings on the new asphalt.
- B. Marcia followed up with a discussion on information provided to the Board regarding the installation of solar panels located on city property adjacent to the Airport. As indicated in the diagram, a portion of the property protrudes into the periphery of the Airport. Presently, the plans for the project have to be submitted for review to the FAA and AERO. Marcia mentioned the plans have been submitted to the Airports contractor Mead and Hunt for review and further guidance. In reviewing the sketch, mention was made over possible installation of power lines for the project and any interference into the Airport flight path. Marcia stated she will follow up when she has further information on the project.
- C. Member Southwell followed up with a brief discussion regarding landscaping at the Terminal building. Craig mentioned that the Marshall Garden Club indicated last year about donating time and plants to spruce up the landscaping. He indicated he will follow up on the matter.

XI. Member Comments

- A. Chair Walraven asked if any of the Board members would like to make a public comment: Chair Walraven mentioned that a new restaurant has opened at the Branch County Airport.

XII. Next Meeting Date

- A. Chair Walraven mentioned the next Board meeting is scheduled for Monday July 6, 2026, at 4:15 p. m. in the Terminal building.

XIII. Adjournment

- A. Member Kirkland made a Motion to adjourn the meeting at 5:15 p. m. and it was seconded by member Shaw carried on a voice vote.

Respectfully submitted, Brooks Field Airport Board

07/30/2026 02:33 PM
User: MSTRANGE
DB: Marshall

REVENUE AND EXPENDITURE REPORT FOR CITY OF MARSHALL
PERIOD ENDING 07/31/2026
% Fiscal Year Completed: 8.49

Page: 1/1

GL NUMBER	DESCRIPTION	2026-27 AMENDED BUDGET	YTD BALANCE 07/31/2026	ACTIVITY FOR MONTH 07/31/2026	% BDGT USED	AVAILABLE BALANCE
Fund 295 - Airport						
Revenues						
Dept 000						
295-000-540.00	State Grants	50,320.00	0.00	0.00	0.00	50,320.00
295-000-640.00	Charges for Service - Fuel	104,400.00	0.00	0.00	0.00	104,400.00
295-000-667.00	Rents	30,000.00	3,051.20	3,051.20	10.17	26,948.80
295-000-699.01	Contributions - General Fund	60,000.00	0.00	0.00	0.00	60,000.00
Total Dept 000		244,720.00	3,051.20	3,051.20	1.25	241,668.80
TOTAL REVENUES		244,720.00	3,051.20	3,051.20	1.25	241,668.80
Expenditures						
Dept 595 - Airport						
295-595-702.00	Payroll	7,997.00	942.24	942.24	11.78	7,054.76
295-595-703.00	Part-time Salaries	31,000.00	3,641.26	3,641.26	11.75	27,358.74
295-595-712.00	WORKERS COMPENSATION	16.00	0.00	0.00	0.00	16.00
295-595-715.00	Social Security	612.00	347.98	347.98	56.86	264.02
295-595-716.00	Hospitalization	2,431.00	271.96	271.96	11.19	2,159.04
295-595-717.00	Life Insurance	13.00	1.05	1.05	8.08	11.95
295-595-718.10	RETIREMENT - D/C	800.00	94.24	94.24	11.78	705.76
295-595-740.00	Operating Supplies	200.00	0.00	0.00	0.00	200.00
295-595-757.00	Fuels & Lubricants	94,000.00	0.00	0.00	0.00	94,000.00
295-595-805.00	Administrative Costs	4,220.00	0.00	0.00	0.00	4,220.00
295-595-812.00	License	50.00	0.00	0.00	0.00	50.00
295-595-820.00	Contracted Services	16,100.00	0.00	0.00	0.00	16,100.00
295-595-825.00	Insurance	10,500.00	3,807.92	3,807.92	36.27	6,692.08
295-595-850.00	Communications	2,500.00	0.00	0.00	0.00	2,500.00
295-595-860.00	Transportation & Travel	150.00	0.00	0.00	0.00	150.00
295-595-921.00	Utilities - Gas	1,100.00	21.47	21.47	1.95	1,078.53
295-595-922.00	Utilities-Elec, Water, Sewer	8,000.00	0.00	0.00	0.00	8,000.00
295-595-930.00	Equipment Maintenance	6,000.00	0.00	0.00	0.00	6,000.00
295-595-931.00	Maintenance of Building	2,000.00	0.00	0.00	0.00	2,000.00
295-595-941.00	MOTOR POOL VEHICLE RENTAL	1,000.00	0.00	0.00	0.00	1,000.00
295-595-941.01	TECHNOLOGY INTERNAL SERVICE CHARGE	3,812.00	0.00	0.00	0.00	3,812.00
295-595-955.00	COST ALLOCATION	3,900.00	0.00	0.00	0.00	3,900.00
Total Dept 595 - Airport		196,401.00	9,128.12	9,128.12	4.65	187,272.88
TOTAL EXPENDITURES		196,401.00	9,128.12	9,128.12	4.65	187,272.88
Fund 295 - Airport:						
TOTAL REVENUES		244,720.00	3,051.20	3,051.20	1.25	241,668.80
TOTAL EXPENDITURES		196,401.00	9,128.12	9,128.12	4.65	187,272.88
NET OF REVENUES & EXPENDITURES		48,319.00	(6,076.92)	(6,076.92)	12.58	54,395.92



Brooks Field Airport

August 2026 Airport Manager's Report:

Fuel:

Fuel Type	Tank Volume Last Month	Tank Volume This Month	Sales volume Last 60 Days	Current Price	Our Cost	Value In Ground
100LL	4941	892	4049	\$5.80	\$4.74	\$4,228.08
94 Swift	839	168	671	\$5.73	\$4.73	\$794.64
						\$5,022.72

Current 100LL comparison prices:

KFPK:	KOEB:	KAZO:	KBTL:	KHAI:	Average:
\$5.66	\$6.00	\$6.49	\$6.15	\$6.03	\$6.07

Changed 100LL fuel price \$5.80 to reflect market.

Other items:

- New asphalt "full rate" paint markings were applied on June 2nd.
- Our AWOS system was upgraded by MDOT Aeronautics on June 4th.
 - This was part of a Statewide project funded by the FAA.
 - Mike Sopor with MDOT Aero performed our quarterly AWOS inspection and maintenance on July 29th. He mentioned that we need to remove some trees around the AWOS station as the new system requires a larger clear area than previously required. Marcia and I will work to identify the trees and schedule removal as needed.
- We had a post construction meeting on June 19th with Mead & Hunt and the contractors so that project is 100% closed out.
- The parking lot lines for the new terminal lot were very faded, almost imperceptible, especially in the spots closer to the building.
 - After researching cost to have a company paint them, I went to Ace and purchased some "Industrial choice striping paint" and painted them myself.
 - I will see if we can coordinate with other City striping projects in the future, or if we feel this looks acceptable I can continue with the lower cost option.
- Erica & Chancellor Parker cut & bailed a large area of our open field area, same as what Eric Myers had been doing. They did a nice job, I hope to have them back next year.
- Marshall Rotary met at the airport on July 7th. I set up some tables & chairs for them in the main hangar and after their meeting I gave them a brief airport update then about a dozen of them took a tour of the terminal & hangars.
- Applied Pavement Technologies performed our pavement condition inspection on July 16th.
 - This is an MDOT Aeronautics contract. We will be receiving the pavement condition report in the near future.
- Two crop duster services utilized our airport while spraying local farms from July 23rd – 30th.
- We ran out of 94 Swift fuel on July 24th. I knew this was imminent and I've been talking with Swift Fuels about replacement. I will fill you in on the back story and current progress.

Trivia:

EAA Airventure Oshkosh was another record breaking year. How many people attended the fly-in convention?

Bonus question: How many aircraft operations did Wittman Regional Airport (KOSH) have from July 16th – July 27th?

ITEM: 9.A

ADMINISTRATIVE REPORT



TO: HONORABLE BOARD MEMBERS
FROM:
DATE: August 3, 2026
SUBJECT: MARSHALL SOLAR - GLARE STUDY

The Marshall Solar Project that is proposed immediately South of the Airport was brought up at the Airport Board meeting a couple of months ago.

Our Airport Consultant (Ben Hoover, Mead and Hunt) did additional research on the FAA requirements for solar system glare studies. The current rulemaking only requires solar farms on airport property and those at an airport with an air traffic control tower to conduct a glare study. With this proposed project being off airport property and Brooks Field not having a control tower, there is no FAA requirement to conduct a glare study.

With the proximity of the project to Brooks Field, it was determined to be in the city's best interest to still complete a study to ensure there will be no negative impacts to the pilots using the airport.

The Solar Project Applicant has since submitted the included glare study and Mead and Hunt has provided a review for the City. Findings agreed with the glare study that there will be no impact to the airport and runway approaches by the proposed solar project. Mead and Hunt doesn't see any apparent concerns at the airport with the project moving forward.

RECOMMENDATION:
Accept glare study as provided.



GLINT AND GLARE HAZARD ANALYSIS MARSHALL SOLAR PROJECT CALHOUN COUNTY, MICHIGAN DATE: JULY 2026

Prepared by
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90 Broad Street
New York, NY 10004

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APPENDICES

Appendix A: ForgeSolar SGHAT Glare Analysis Output – Marshall Solar Project

ACRONYMS AND ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	alternating current
AR	anti-reflection
ATCT	air traffic control tower
DOT	Department of Transportation
FAA	Federal Aviation Administration
FHWA	Federal Highway Administration
MW	megawatt
OP	observation point
PV	photovoltaic
SGHAT	Solar Glare Hazard Analysis Tool

INTRODUCTION

Marshall DG LLC is proposing to construct a solar photovoltaic (PV) system on the adjacent parcel south of Brooks Field Airport in Marshall, Michigan. A glare hazard analysis was conducted using the ForgeSolar Solar Glare Hazard Analysis Tool (SGHAT) software licensed by the Sandia National Laboratories, which predicts potential impacts of glare and annual energy production from solar PV arrays on defined receptors, observation points (OPs), and flight paths. Glint and glare can significantly affect nearby receptors and may cause unwanted visual impacts to pilots and air traffic controllers under certain conditions. This analysis factored in the geographic location and the design specifications of the proposed Marshall solar array project (see Figure 2 on the following page). Also considered in the analysis is the potential for glare impacts on aviation infrastructure, including flight paths with Brooks Field Airport. Although the proposed solar PV development is not on airport property, the analysis adhered to the Federal Aviation Administration (FAA) policy that recommends that a glare analysis be conducted to demonstrate compliance with the standards for measuring visual impact for any proposed solar energy system located on airport property. The guidance states that any proposed solar PV development should not produce glint and glare towards the airport traffic control tower (ATCT); however, the Brooks Field Airport does not have a manned ATCT.

PROJECT

Solar PV technology uses solar cells to convert energy from solar radiation into electricity. The basic unit in a PV system is a solar cell, comprised of semiconductor material that absorbs solar radiation and converts it to an electrical current. Solar cells are contained within solar modules that are assembled into solar panels. A series of panels comprise a solar array. The system to be constructed would include solar PV arrays comprised of panel-mounting brackets on tracking systems, ground mounted to vertical support members. The tracking system is designed to optimize power production of the panels by ensuring proper orientation to the sun throughout the day and seasons. The tracking system follows the sun's path moving east to west on a north-to-south axis.

Figure 1: Example of Single-axis Tracking System, Ground-mounted Solar PV Arrays



the solar array for the ground-mounted solar PV system would typically not exceed 15 feet above the ground surface at maximum tilt angle.

The conceptual site plan for the solar PV system at the Marshall site would include multiple solar PV panels connected to a ground-mounted, single-axis module tracking system designed to optimize power production of the panels by ensuring proper orientation to the sun throughout the day and seasons (Figure 1). The system design includes solar panels constructed with lightly textured glass and anti-reflection (AR) coating to reduce glint and glare. The highest point of

Figure 2: Proposed Marshall Solar Project Location

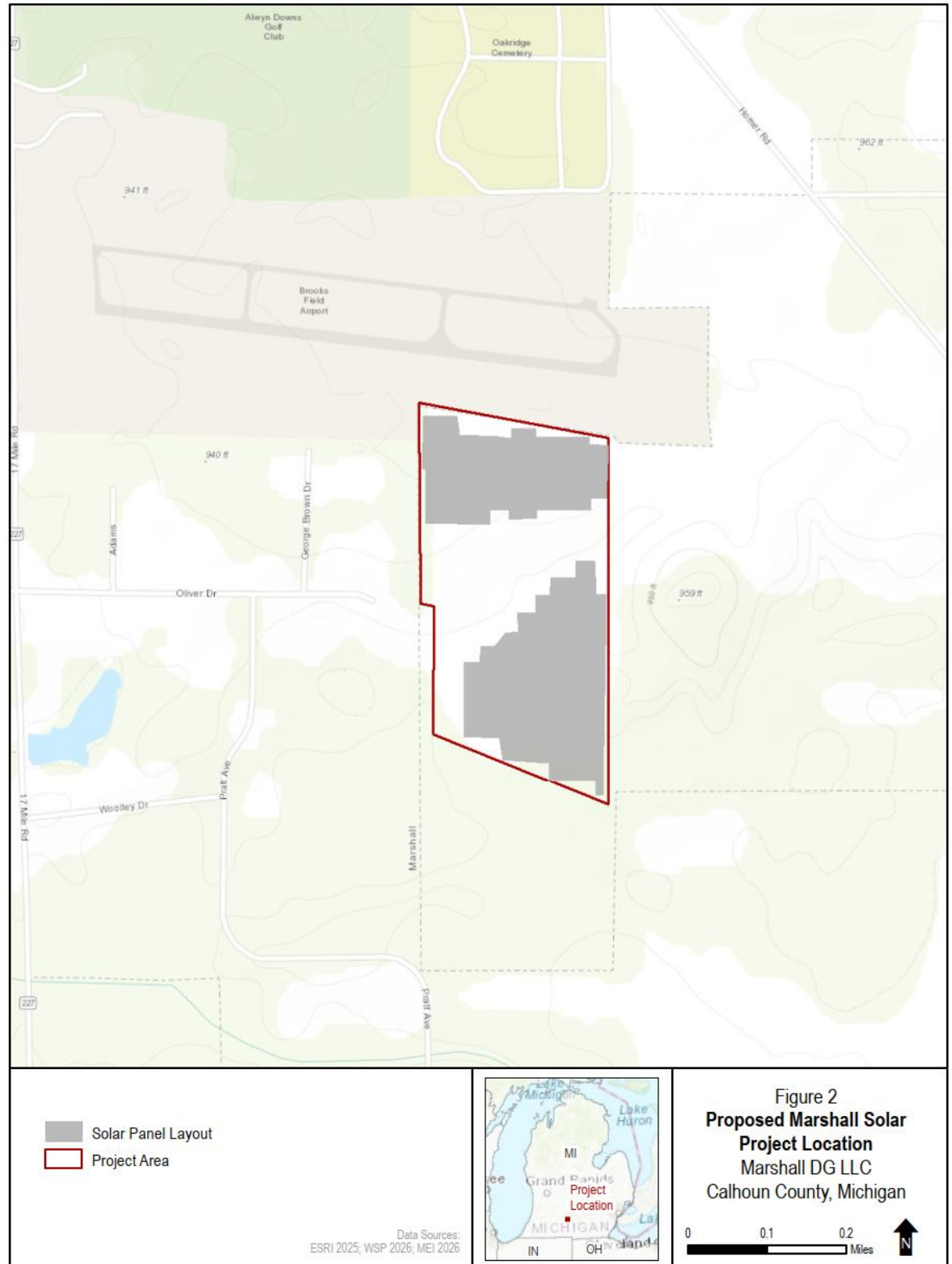


Table 1 presents the design specifications that were used in the SGHAT modeling for the Marshall solar project. The specific receptors analyzed for potential impact are discussed later in this report.

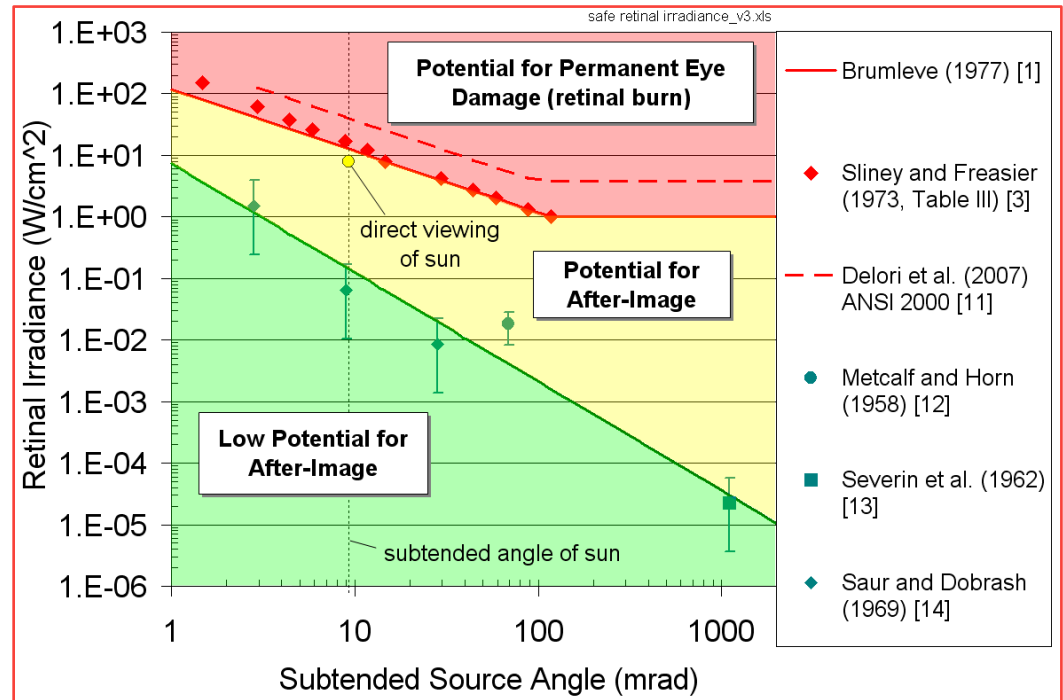
Table 1: Marshall Solar Project Specifications

DESIGN FEATURE	SYSTEM SPECIFICATION
Axis Tracking	Single-axis rotation
Axis Tilt (deg)	0°
Axis Orientation (deg)	180°
Axis Offset (deg)	0°
Rotation Max (deg)	+/- 60°
Resting Angle (deg)	60° (east)
Panel Material	Lightly textured glass with AR coating
Rated Power (megawatt)	10.5 (AC)
Approximate Acreage (disturbed)	65
Height of Array Above the Ground	15 feet

METHODOLOGY

The U.S. Department of Energy and the FAA developed and validated the Sandia National Laboratories' SGHAT. The FAA requires using the SGHAT to demonstrate compliance with the standards for measuring ocular impact from glint and glare. The difference between glint and glare is duration. Glint is typically defined as a momentary flash of bright light, often caused by a reflection off a moving source. Glare is defined as a continuous source of bright light. Glare is generally associated with stationary objects, such as solar panels, which have the potential to reflect sunlight for a longer duration. For example, a source of reflection would appear as glint to a motorist driving by, whereas it would appear as glare to a stationary observer viewing it for a longer period of time. SGHAT evaluates the occurrence of both glint and glare, and the resulting solar hazards, if predicted, is generally referred to as glare. The SGHAT employs an interactive Google mapping system that provides necessary information for sun position and vector calculations. The tool calculates the retinal irradiance and subtended angle (size/distance) of the glare source to predict potential ocular impact or hazards ranging from low potential for temporary after-image (green), potential for after-image (yellow), and potential for permanent eye damage with retinal burn (red). The after-image is a temporary blind spot or a lasting image, after looking directly at a bright light source, such as the sun. It is caused by the visual impression, which lasts after the image has disappeared and can persist for several seconds or minutes. The SGHAT results are presented in a simple, easy-to-interpret plot that specifies when glare will occur throughout the year, with color codes (green, yellow, or red) indicating the potential ocular hazard. Figure 3 illustrates these three types of glare intensity. Potential for permanent eye damage with retinal burn would be considered significant glare impact.

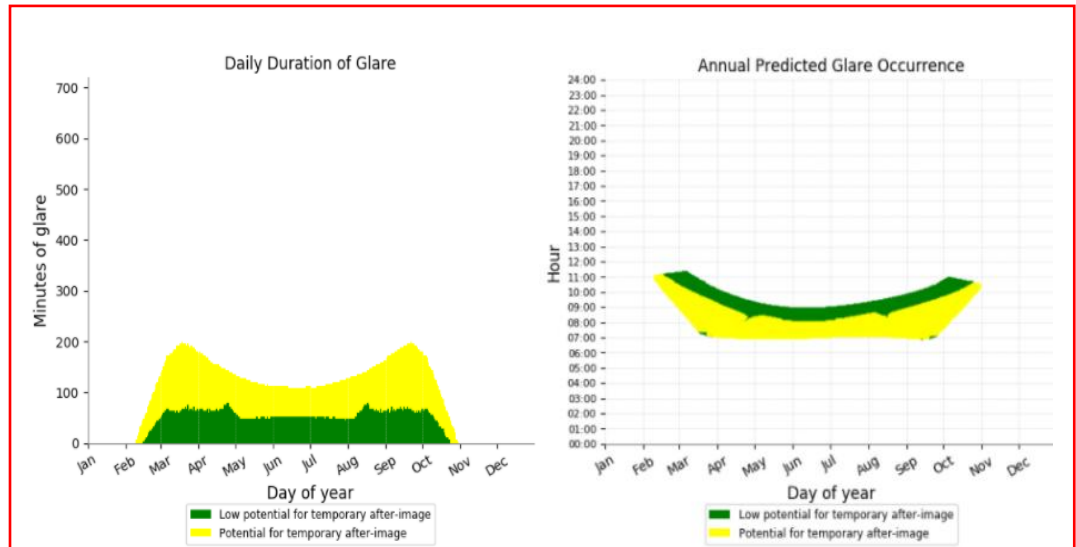
Figure 3: Glare Hazard Plot Illustrating the Ocular Impact



Sources: Ho et al. 2011; Ho 2013

The site-specific information regarding the orientation and tilt of the PV panels, reflectance, and ocular factors was entered into the tool, based on the project's solar PV design specifications. The PV systems are modeled as a contiguous polygon footprint, and the site-specific design parameters include precise latitude, longitude, elevation, and height parameters. The tool calculates the amount of sunlight reflected over each PV array on a minute-by-minute basis throughout the calendar year according to the user-specified module axis tracking parameters entered into the system. The modeling accounts for panel reflectivity that varies throughout the day to account for the position of the sun relative to the array. The modeling software then determines whether the resulting solar reflections would impact the defined receptors (i.e., residents, roadways, and aviation infrastructure) around the facility site based on the modeling parameters. The SGHAT uses a simplified model of backtracking that assumes panels instantaneously revert to the resting angle whenever the sun is outside the rotation range. The SGHAT can also factor in obstructions surrounding the PV systems that simulates obstacles and blocking potential reflections that may mitigate PV glare. Obstructions can represent tree cover, buildings, and geographic elements that may block PV glare reflections from reaching receptors. If glare is predicted, the model will generate various plots that depict the expected duration both daily and annually. See Figure 4 for an example sample plot. The daily glare duration plot sums expected minutes of glare on a daily basis to provide an approximation of the total number of minutes glare will be evident each day. The annual glare occurrence plot displays the approximate times of year and times of day that glare is expected for the specified receptor. Occurrences are color-coded by predicted ocular impact (see Figure 3). A summary of other key outputs and assumptions of the SGHAT analysis is discussed in the SGHAT's Technical Reference Manual.

Figure 4: Sample Plot of Daily and Annual Glare Occurrences



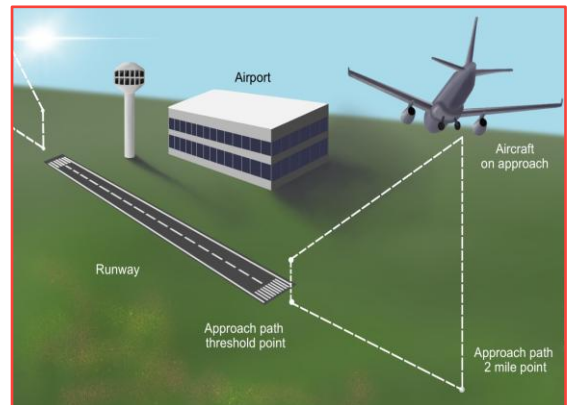
Sources: Ho et al. 2011; Ho 2013

RECEPTORS

FLIGHT PATH RECEPTORS ASSOCIATED WITH BROOKS FIELD AIRPORT

A desktop review of aeronautical charts, airport approach plates, airport data forms, and other available sources was conducted to identify airports within the project area. Flight path receptor data associated with Brooks Field Airport were gathered by evaluating the runway information from the FAA and verifying the parameters using this FAA database¹ for airport flight data. Runway end coordinates were obtained using aerial imagery within the tool. The flight path heights of each OP are calculated based on the threshold height above ground, glide slope, and threshold elevation. The analysis was conducted from the FAA's approved default settings in the SGHAT, which uses the realistic view from the pilot's perspective. The SGHAT simulates a 2-mile final approach flight path, from 50 feet above the landing threshold, using a standard 3-degree glidepath for each runway end uploaded, assuming an aircraft following a straight-line approach path toward the runway (Figure 5). Table 2 presents the FAA information related to the Brooks Field Airport.

Figure 5: Illustration of a 2-mile Approach Path of Aircraft towards Runway



Source: Forge Solar 2019

¹ https://www.faa.gov/air_traffic/flight_info/aeronav/acro_data/Airport_Data/

Table 1: FAA Information on Brooks Field Airport

Name:	Brooks Field Airport
Ownership:	Public – City of Marshall
Location:	Marshall, Michigan
FAA Identifier:	RMY
Elevation:	941 feet
Runways:	1
Runway Designations:	10/28
ATCT:	No

Source: FAA 2026

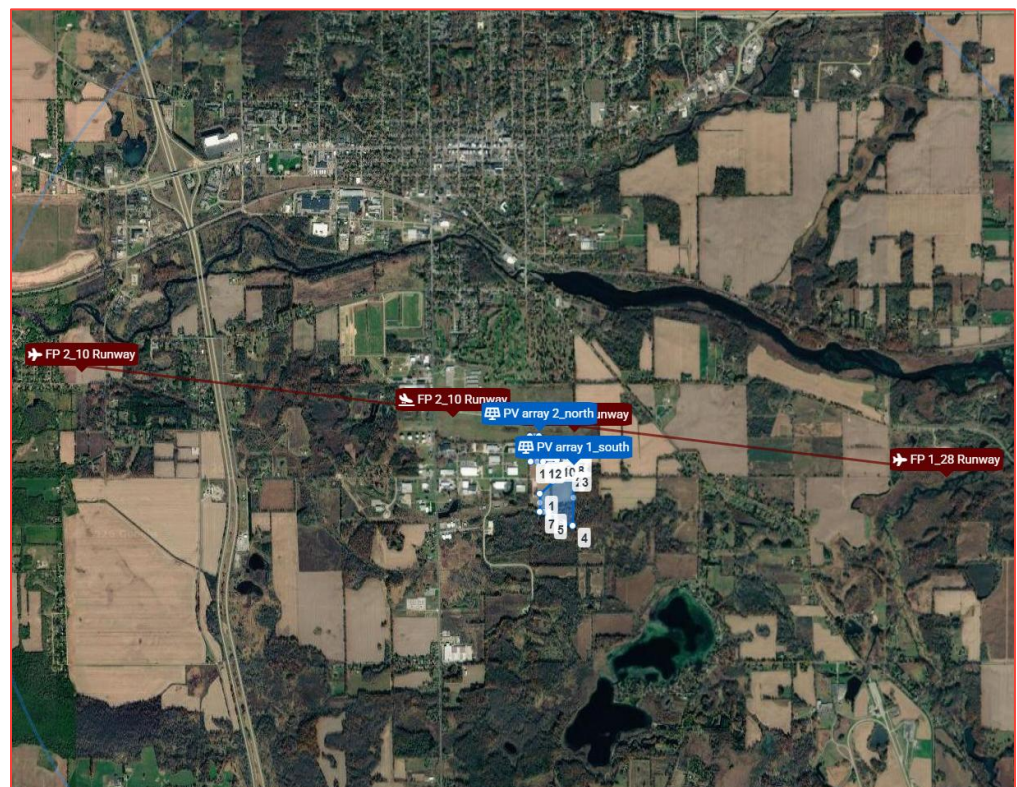
Table 3 and Figure 6 present the two flight path receptor data modeled with Brooks Field Airport in the SGHAT analysis.

Table 2: Brooks Field Airport Runway 2-mile Flight Paths Data Parameters

RUNWAY ^A APPROACH HEADING	FLIGHT PATH POINT	LATITUDE	LONGITUDE	GROUND ELEVATION (FEET)	HEIGHT (FEET)	TOTAL ELEVATION (FEET)
15	Threshold	42.251755	-84.961840	938.75	50.00	988.75
	2-mile point	42.255279	-85.000655	903.70	638.47	1542.18
28	Threshold	42.250657	-84.949087	936.52	50.00	986.52
	2-mile point	42.247133	-84.910272	901.55	638.40	1539.95

Note:

Figure 6: Brooks Field Airport Runway 2-mile Flight Paths



DISCRETE OBSERVATION POINT RECEPTOR ASSOCIATED WITH ADJACENT RESIDENCES

The area surrounding the project site is mostly industrial with limited residential uses. Other receptors analyzed in the SGHAT include five residences surrounding the Marshall solar project that may have visual line of sight to the solar panels (see Figure 7 on the following page). Selected as a sampling around the site, Table 4 lists the residences located nearest to the site boundary.

Table 3: Marshall Solar Residential Discrete Observation Point Receptors

POINT (RESIDENCES)	LATITUDE	LONGITUDE	GROUND ELEVATION (FEET)	HEIGHT (FEET)	TOTAL ELEVATION (FEET)
OP 1	42.253002	-84.943846	949.26	6.00	955.26
OP 2	42.251616	-84.942081	950.28	6.00	956.28
OP 3	42.247555	-84.937415	940.72	6.00	946.72
OP 4	42.257603	-84.959762	921.68	6.00	927.68
OP 5	42.259109	-84.951067	918.64	6.00	924.64

Key:

OP = Observation Point

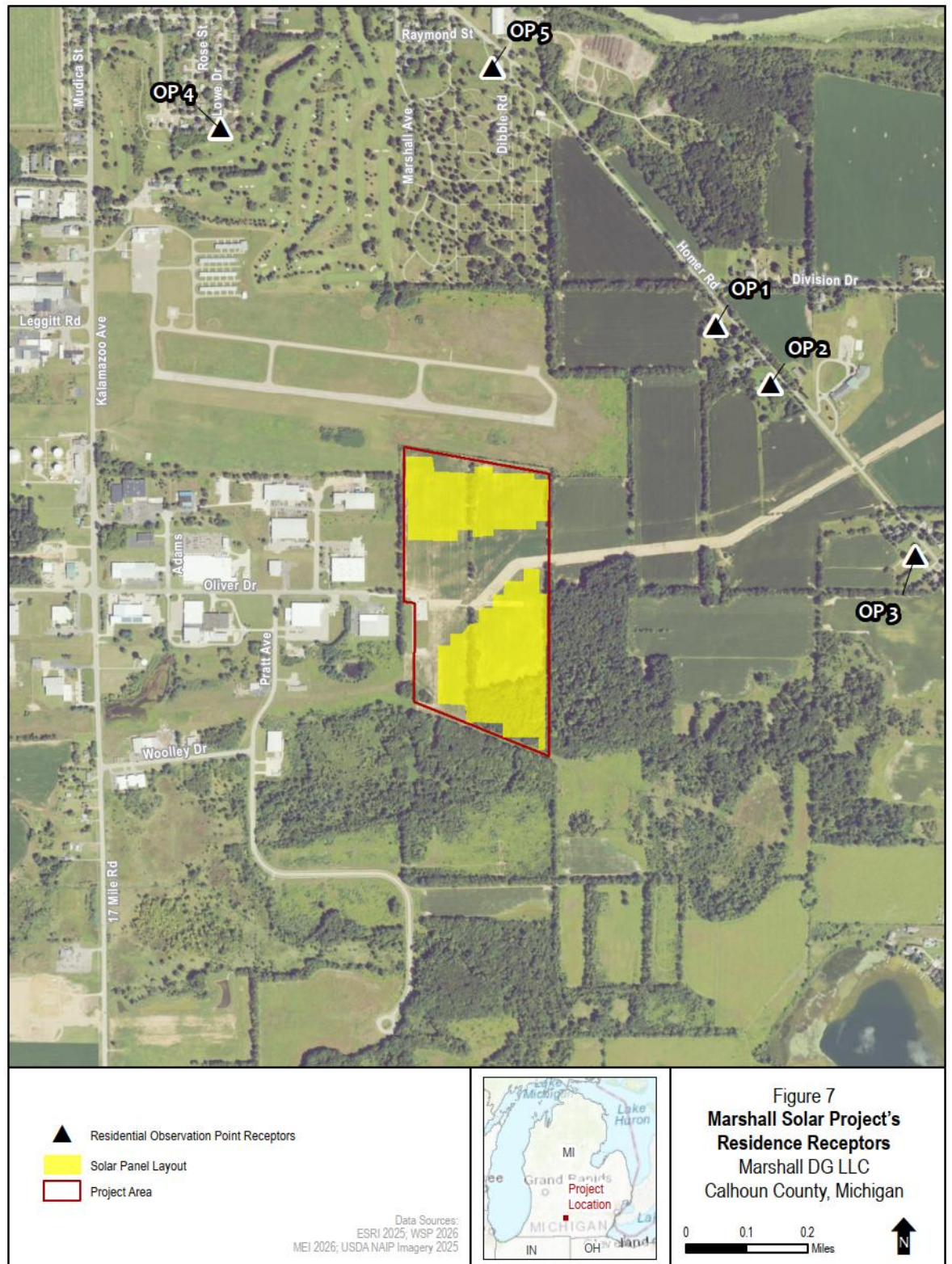
ROUTE RECEPTORS ASSOCIATED WITH MOTORIST ALONG ADJACENT ROADWAYS

The SGHAT route receptor is a generic multi-line representation that can simulate motorist traveling along continuous paths, such as roads. The proposed Marshall solar project is located on Oliver Drive in Marshall, Michigan. There are three local roadways that run near the site. The average eye height motorists were analyzed based on the level of road function and users along each of the routes. This included 42.48 inches (3.54 feet) for typical passenger vehicles according to the American Association of State Highway and Transportation Officials, Green Book (AASHTO 2011). Passenger eye heights were analyzed. The route receptors were included in the SGHAT analysis as presented in Table 5.

Table 4: Marshall Solar Project Route Receptors

ROUTE	ROAD NAME	TYPE	APPROX. GROUND ELEVATION (FEET)	AVERAGE HEIGHT OF PASSENGER VEHICLE EYES (FEET)
1	Oliver Drive	Two-way (Two-lane)	936	3.54
2	S Kalamazoo Avenue	Two-way (Two-lane)	933	3.54
3	Pratt Avenue	Two-way (Two-lane)	931	3.54

Figure 7: Marshall Solar Project's Residence Receptors



CONCLUSION AND RESULTS

The SGHAT used the imputed design specification and receptor previously described for the Marshall solar array project to quantify potential glint and glare at various points along the flight paths, discrete OPs, and routes. SGHAT analyzed each flight path between a 2-mile approach and the runway threshold associated with 10/28 runway end at Brooks Field Airport. Using the route tool for roadways and discrete OPs for the residents, the potential glint and glare at various points along the roadways, as well as five homes adjacent to the site, were analyzed.

Based on the results of a glint and glare analysis, no significant visual impacts on key receptors from the proposed solar project were predicted. The analysis showed no impacts from glint and glare on the approach flight paths at Brooks Field Airport. There is no ATCT at Brooks Field Airport; therefore, the proposed project complies with FAA's current policy (see Appendix A). The analysis shows no impact on motorists along the surrounding roadways or adjacent residences.

The SGHAT did not consider obstacles, either man-made or natural vegetation (i.e., trees, fencing, earth berms, or buildings), between the roadway users and residential OPs and the proposed PV solar facility that may shield or block the various array panel areas. However, the existing natural vegetation screening is already in place surrounding most of the panel areas, which provides a visual buffer. Existing vegetation will be kept to the extent possible (e.g., minimal tree clearing will be needed). Lastly, fencing will also be installed to accommodate safety needs, as well as to provide an additional visual barrier. Table 6 presents a summary of the results of the glare analysis.

Table 5: Marshall Solar Project Predicted Annual Glare Results

RECEPTOR	GREEN GLARE (HOURS: MINUTES)	YELLOW GLARE (HOURS: MINUTES)	RED GLARE (HOURS: MINUTES)
Flight Paths			
Runway 10 Approach Heading	0:00	0:00	0:00
Runway 28 Approach Heading	0:00	0:00	0:00
Observation Points			
OP 1 - Residence	0:00	0:00	0:00
OP 2 - Residence	0:00	0:00	0:00
OP 3 - Residence	0:00	0:00	0:00
OP 4 - Residence	0:00	0:00	0:00
OP 5 - Residence	0:00	0:00	0:00
Route			
Oliver Drive	0:00	0:00	0:00
S Kalamazoo Avenue	0:00	0:00	0:00
Pratt Avenue	0:00	0:00	0:00

Key:

OP = Observation Point

The results demonstrate that the solar glare exposure at any residence or public roadway will likely not result in complaints, impede traffic movements, or create safety hazards and that the design minimizes reflective glare and/or glint towards adjacent properties and roads. Furthermore, the SGHAT modeling results show that the facility is compliant with the FAA's policy for solar energy system projects.

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APPENDIX A

FORGESOLAR SGHAT GLARE ANALYSIS OUTPUT – MARSHALL SOLAR PROJECT

FORGESOLAR GLARE ANALYSIS

Project: **Marshall Solar Project**

14.34 MW facility located in Calhoun County, Michigan.

Site configuration: **Config 01**

Calculated via ForgeSolar Radiometric Physics Engine v3.2.1

Client: DG Marshall MI, LLC

Created 13 Jul, 2026

Updated 13 Jul, 2026

Time-step 1 minute

Timezone offset UTC-5

Minimum sun altitude 0.0 deg

DNI peaks at 1,000.0 W/m²

Site ID 182999.30210

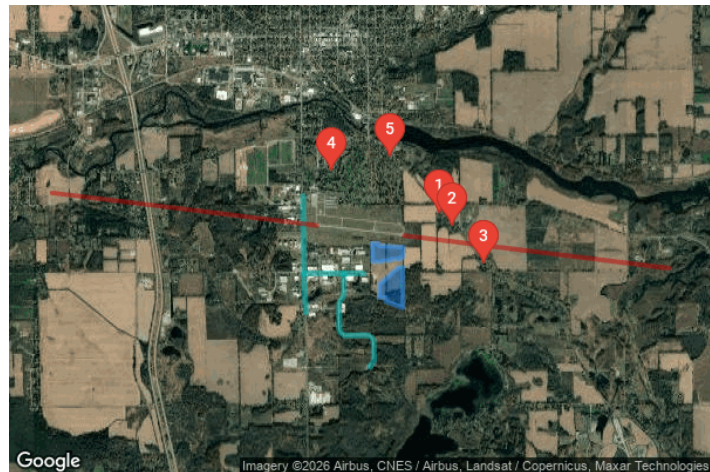
Ocular transmission coefficient 0.5

Pupil diameter 0.002 m

Eye focal length 0.017 m

Sun subtended angle 9.3 mrad

Min luminance threshold 5,000 cd/m²



Glare Policy Adherence

The following table estimates the policy adherence of this glare analysis according to the **2021** U.S. Federal Aviation Administration Policy:

Review of Solar Energy System Projects on Federally-Obligated Airports

This policy may require the following criteria be met for solar energy systems on airport property:

- No glare of any kind for Air Traffic Control Tower(s) ("ATCT") at cab height.
- Default analysis and observer characteristics, including 1-minute time step.

ForgeSolar is not affiliated with the U.S. FAA and does not represent or speak officially for the U.S. FAA. ForgeSolar cannot approve or deny projects - results are informational only. Contact the relevant airport and FAA district office for information on policy and requirements.

COMPONENT	STATUS	DESCRIPTION
Analysis parameters	PASS	Analysis time interval and eye characteristics used are acceptable
ATCT(s)	N/A	No ATCT receptors assessed

The referenced policy can be read at <https://www.federalregister.gov/d/2021-09862>

Component Data

This report includes results for PV arrays and Observation Point ("OP") receptors marked as ATCTs. Components that are not pertinent to the policy, such as routes, flight paths, and vertical surfaces, are excluded.

PV Arrays

Name: PV array 1_south
Axis tracking: Single-axis rotation
Backtracking: None
Tracking axis orientation: 180.0°
Tracking axis tilt: 0.0°
Tracking axis panel offset: 0.0°
Max tracking angle: 60.0°
Rated power: -
Panel material: Smooth glass with AR coating



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	42.245385	-84.952693	928.78	15.00	943.78
2	42.247212	-84.949936	936.55	15.00	951.55
3	42.247213	-84.949244	932.34	15.00	947.34
4	42.242851	-84.949254	924.25	15.00	939.25
5	42.243537	-84.951807	926.33	15.00	941.33
6	42.243942	-84.951813	927.01	15.00	942.01
7	42.243951	-84.952744	926.73	15.00	941.73

Name: PV array 2_north
Axis tracking: Single-axis rotation
Backtracking: None
Tracking axis orientation: 180.0°
Tracking axis tilt: 0.0°
Tracking axis panel offset: 0.0°
Max tracking angle: 60.0°
Rated power: -
Panel material: Smooth glass with AR coating



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	42.247841	-84.953678	942.92	15.00	957.92
2	42.249832	-84.953747	936.35	15.00	951.35
3	42.249833	-84.952809	928.96	15.00	943.96
4	42.249564	-84.952821	930.35	15.00	945.35
5	42.249418	-84.949187	933.95	15.00	948.95
6	42.248336	-84.949219	938.51	15.00	953.51
7	42.248330	-84.949577	938.50	15.00	953.50
8	42.248118	-84.949605	939.57	15.00	954.57
9	42.248125	-84.950948	938.70	15.00	953.70
10	42.247953	-84.950952	942.08	15.00	957.08
11	42.247933	-84.952343	944.02	15.00	959.02
12	42.247822	-84.952345	944.39	15.00	959.39

Observation Point ATCT Receptors

No ATCT receptors were included in the analysis.

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1_south	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 2_north	SA tracking	SA tracking	0	0.0	0	0.0	-

No ATCT receptors were included in the analysis.

PV: PV array 1_south

No ATCT receptors assessed.

PV: PV array 2_north

No ATCT receptors assessed.

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.

The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.

Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.

The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.

The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)

The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.

The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.

The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.

Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.

Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.

Refer to the Help page at www.forgesolar.com/help/ for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

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This analysis was conducted using the best available radiometric modeling at the time of generation. Future updates to the modeling methodology may yield different results.

FORGESOLAR GLARE ANALYSIS

Project: **Marshall Solar Project**

14.34 MW facility located in Calhoun County, Michigan.

Site configuration: **Config 01**

Calculated via ForgeSolar Radiometric Physics Engine v3.2.1

Client: DG Marshall MI, LLC

Created 13 Jul, 2026

Updated 13 Jul, 2026

Time-step 1 minute

Timezone offset UTC-5

Minimum sun altitude 0.0 deg

DNI peaks at 1,000.0 W/m²

Category 10 MW to 100 MW

Site ID 182999.30210

Ocular transmission coefficient 0.5

Pupil diameter 0.002 m

Eye focal length 0.017 m

Sun subtended angle 9.3 mrad

Min luminance threshold 5,000 cd/m²



Summary of Results No glare predicted

PV Array	Tilt °	Orient °	Annual Green Glare		Annual Yellow Glare		Energy kWh
			min	hr	min	hr	
PV array 1_south	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 2_north	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1_Oliver Drive	0	0.0	0	0.0
Route 2_S Kalamazoo Ave	0	0.0	0	0.0
Route 3_Pratt Ave	0	0.0	0	0.0
FP 1_28 Runway	0	0.0	0	0.0
FP 2_10 Runway	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0

Component Data

PV Arrays

Name: PV array 1_south

Axis tracking: Single-axis rotation

Backtracking: None

Tracking axis orientation: 180.0°

Tracking axis tilt: 0.0°

Tracking axis panel offset: 0.0°

Max tracking angle: 60.0°

Rated power: -

Panel material: Smooth glass with AR coating



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	42.245385	-84.952693	928.78	15.00	943.78
2	42.247212	-84.949936	936.55	15.00	951.55
3	42.247213	-84.949244	932.34	15.00	947.34
4	42.242851	-84.949254	924.25	15.00	939.25
5	42.243537	-84.951807	926.33	15.00	941.33
6	42.243942	-84.951813	927.01	15.00	942.01
7	42.243951	-84.952744	926.73	15.00	941.73

Name: PV array 2_north
Axis tracking: Single-axis rotation
Backtracking: None
Tracking axis orientation: 180.0°
Tracking axis tilt: 0.0°
Tracking axis panel offset: 0.0°
Max tracking angle: 60.0°
Rated power: -
Panel material: Smooth glass with AR coating



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	42.247841	-84.953678	942.92	15.00	957.92
2	42.249832	-84.953747	936.35	15.00	951.35
3	42.249833	-84.952809	928.96	15.00	943.96
4	42.249564	-84.952821	930.35	15.00	945.35
5	42.249418	-84.949187	933.95	15.00	948.95
6	42.248336	-84.949219	938.51	15.00	953.51
7	42.248330	-84.949577	938.50	15.00	953.50
8	42.248118	-84.949605	939.57	15.00	954.57
9	42.248125	-84.950948	938.70	15.00	953.70
10	42.247953	-84.950952	942.08	15.00	957.08
11	42.247933	-84.952343	944.02	15.00	959.02
12	42.247822	-84.952345	944.39	15.00	959.39

Route Receptors

Name: Route 1_Oliver Drive
Path type: Two-way
Azimuthal view angle: 50.0°
Downward view angle: 90.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	42.246537	-84.954985	934.66	3.54	938.20
2	42.246569	-84.955510	933.31	3.54	936.85
3	42.246577	-84.963664	930.70	3.54	934.24

Name: Route 2_S Kalamazoo Ave

Path type: Two-way

Azimuthal view angle: 50.0°

Downward view angle: 90.0°



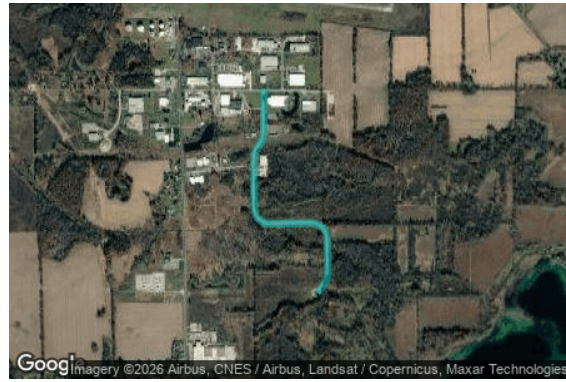
Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	42.254925	-84.963894	937.64	3.54	941.18
2	42.253428	-84.963861	937.14	3.54	940.68
3	42.250750	-84.963808	934.75	3.54	938.29
4	42.248411	-84.963770	929.62	3.54	933.16
5	42.246510	-84.963733	930.39	3.54	933.93
6	42.244254	-84.963593	923.90	3.54	927.44
7	42.242356	-84.963481	926.42	3.54	929.96

Name: Route 3_Pratt Ave

Path type: Two-way

Azimuthal view angle: 50.0°

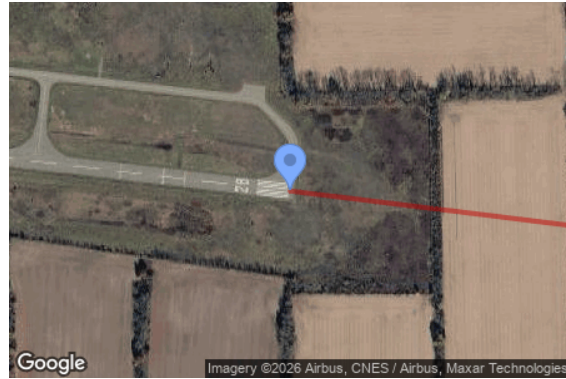
Downward view angle: 90.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	42.246530	-84.957892	931.51	3.54	935.05
2	42.244378	-84.957914	927.32	3.54	930.86
3	42.244044	-84.958032	927.31	3.54	930.85
4	42.243711	-84.958311	928.36	3.54	931.90
5	42.243441	-84.958536	928.18	3.54	931.72
6	42.243020	-84.958589	926.32	3.54	929.86
7	42.241659	-84.958589	924.75	3.54	928.29
8	42.240801	-84.958579	923.72	3.54	927.26
9	42.240444	-84.958547	925.35	3.54	928.89
10	42.240197	-84.958386	926.51	3.54	930.05
11	42.240023	-84.958160	927.50	3.54	931.04
12	42.239856	-84.957753	928.61	3.54	932.15
13	42.239856	-84.957173	928.31	3.54	931.85
14	42.239888	-84.954598	929.68	3.54	933.22
15	42.239812	-84.954216	928.92	3.54	932.46
16	42.239654	-84.953851	928.31	3.54	931.85
17	42.239336	-84.953561	927.40	3.54	930.94
18	42.238923	-84.953561	926.32	3.54	929.86
19	42.237382	-84.953497	927.81	3.54	931.35
20	42.237032	-84.953561	929.35	3.54	932.89
21	42.236468	-84.954076	933.33	3.54	936.87

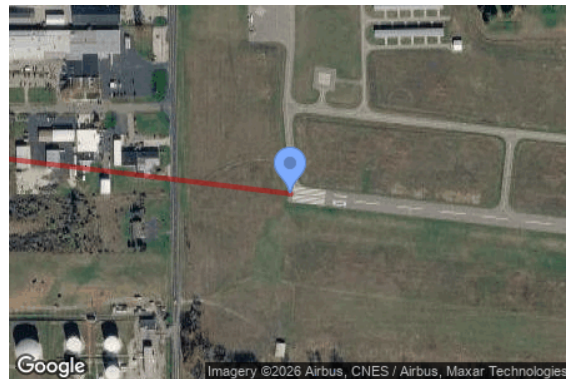
Flight Path Receptors

Name: FP 1_28 Runway
Description:
Threshold height: 50 ft
Direction: 277.0°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	42.250657	-84.949087	936.52	50.00	986.52
Two-mile	42.247133	-84.910272	901.55	638.40	1539.95

Name: FP 2_10 Runway
Description:
Threshold height: 50 ft
Direction: 97.0°
Glide slope: 3.0°
Pilot view restricted? Yes
Vertical view: 30.0°
Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	42.251755	-84.961840	938.75	50.00	988.75
Two-mile	42.255279	-85.000655	903.70	638.47	1542.18

Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	42.253002	-84.943846	949.26	6.00
OP 2	2	42.251616	-84.942081	950.28	6.00
OP 3	3	42.247555	-84.937415	940.72	6.00
OP 4	4	42.257603	-84.959762	921.68	6.00
OP 5	5	42.259109	-84.951067	918.64	6.00

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1_south	SA tracking	SA tracking	0	0.0	0	0.0	-
PV array 2_north	SA tracking	SA tracking	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1_Oliver Drive	0	0.0	0	0.0
Route 2_S Kalamazoo Ave	0	0.0	0	0.0
Route 3_Pratt Ave	0	0.0	0	0.0
FP 1_28 Runway	0	0.0	0	0.0
FP 2_10 Runway	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0

PV: PV array 1_south no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1_Oliver Drive	0	0.0	0	0.0
Route 2_S Kalamazoo Ave	0	0.0	0	0.0
Route 3_Pratt Ave	0	0.0	0	0.0
FP 1_28 Runway	0	0.0	0	0.0
FP 2_10 Runway	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0

PV array 1_south and Route: Route 1_Oliver Drive

No glare found

PV array 1_south and Route: Route 2_S Kalamazoo Ave

No glare found

PV array 1_south and Route: Route 3_Pratt Ave

No glare found

PV array 1_south and FP: FP 1_28 Runway

No glare found

PV array 1_south and FP: FP 2_10 Runway

No glare found

PV array 1_south and OP 1

No glare found

PV array 1_south and OP 2

No glare found

PV array 1_south and OP 3

No glare found

PV array 1_south and OP 4

No glare found

PV array 1_south and OP 5

No glare found

PV: PV array 2_north no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1_Oliver Drive	0	0.0	0	0.0
Route 2_S Kalamazoo Ave	0	0.0	0	0.0
Route 3_Pratt Ave	0	0.0	0	0.0
FP 1_28 Runway	0	0.0	0	0.0
FP 2_10 Runway	0	0.0	0	0.0
OP 1	0	0.0	0	0.0
OP 2	0	0.0	0	0.0
OP 3	0	0.0	0	0.0
OP 4	0	0.0	0	0.0
OP 5	0	0.0	0	0.0

PV array 2_north and Route: Route 1_Oliver Drive

No glare found

PV array 2_north and Route: Route 2_S Kalamazoo Ave

No glare found

PV array 2_north and Route: Route 3_Pratt Ave

No glare found

PV array 2_north and FP: FP 1_28 Runway

No glare found

PV array 2_north and FP: FP 2_10 Runway

No glare found

PV array 2_north and OP 1

No glare found

PV array 2_north and OP 2

No glare found

PV array 2_north and OP 3

No glare found

PV array 2_north and OP 4

No glare found

PV array 2_north and OP 5

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.

The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.

Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.

The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.

The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)

The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.

The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.

The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.

Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.

Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.

Refer to the Help page at www.forgesolar.com/help/ for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

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This analysis was conducted using the best available radiometric modeling at the time of generation. Future updates to the modeling methodology may yield different results.

ITEM: 10.A

ADMINISTRATIVE REPORT



TO: HONORABLE BOARD MEMBERS
FROM: Marcia Strange, Director of Community Development
DATE: August 3, 2026
SUBJECT: AIRPORT LAYOUT PLAN UPDATE PROJECT - MDOT CONTRACT

The Airport Layout Plan serves as a Master Plan, or guiding document, for long-term (5-10 years, and longer) planning of projects at the Airport. MDOT requires this Plan be updated on a regular basis and the time has arrived for it to be updated.

We are seeking approval for the contract between the City and MDOT for the estimated total project cost of \$334,751.00.

This amount covers the design cost as requested by our consultant Mead & Hunt (separate item in this agenda).

RECOMMENDATION:

Approve MDOT IIJA Agreement Number 206-0629 between the City of Marshall and Michigan Department of Transportation, in substantial form, and recommend City Council to give final approval.

Michigan Department of Transportation

Infrastructure Investments and Jobs Act Agreement

MDOT IJA Agreement Number 2026-0629
Grant Number 3-26-0064-29326

The Michigan Department of Transportation (MDOT) has been notified of the attached Federal Aviation Administration (FAA) Infrastructure Investment and Jobs Act (IIJA) Grant. MDOT is responsible for distribution of the funds pursuant to the AERONAUTICS CODE OF THE STATE OF MICHIGAN Act 327 of 1945 and program administration per the State Block Grant Program Memorandum of Agreement.

Per this MDOT IJA Agreement, hereafter referred to as “this Agreement”, MDOT shall enter into an agreement with the airport owner. This Agreement shall obligate the airport owner to comply with each of the terms and conditions contained in the Federal Aviation Administration Infrastructure Investment and Jobs Act, to the Federal Aviation Administration State Block Grant Program Assurances, and to the conditions included in this Agreement.

This Agreement shall convey the requirements, terms, conditions, and assurances contained in FAA IJA Grant number 3-26-0064-29326 to **CITY OF MARSHALL**, on behalf of Brooks Field, whose associated city is Marshall , hereafter referred to as “the Sponsor”, as a recipient of funds channeling through the State of Michigan. Any reference to FAA transfers to MDOT acting as FAA, where applicable. All requirements of the Sponsor contained in the attached FAA IJA Grant are in addition to the requirements contained in this Agreement. The Sponsor agrees to comply with the General Conditions and Special Conditions set forth in this Agreement, the FAA Assurances, and the FAA Advisory Circulars, in the FAA IJA Grant.

This Agreement will be used for the purpose of assigning the rights and obligations of the parties in agreeing to the project estimated in detail in Exhibit 1, dated 2/21/2026. The project cost participation, as defined in attachment(s) 5 is made a part of this Agreement. The actual MDOT, FAA, and Sponsor shares of the project cost will be adjusted at the time of the financial closure of the FAA Grant.

Project Description: Update Airport Layout Plan-Airport Layout Plan and Exhibit A - Planning

The estimated total **project cost** is \$334,751.00. The Sponsor shall use these funds for the project as described in the FAA IJA Grant. IJA Grant recipients shall follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the funds received under this grant, or any associated subgrants, may not be used for any purpose not related to the airport.

The Sponsor shall make payments to MDOT for the Sponsor's share of the project costs within thirty (30) days of the billing date, if billed. MDOT will not make payments for any project work prior to receipt of payment from the Sponsor for their billed share. Eligible project costs that are paid by the Sponsor may be submitted for credit toward their share if submitted within one hundred eighty (180) days of the cost incurred, or Agreement award date, whichever is later.

The Sponsor shall upload each payment request to MDOT's ProjectWise software.

Each request shall have the following Document Name:

- Associated City_Vendor_IJJA_Invoice Number (Example: Anytown_BestBuilder_IJJA_876.pdf)

Once payment requests and proper documentation are received, MDOT will review, process, and submit to FAA.

The project cost shown includes the maximum obligation of MDOT and federal funds under this Agreement. The maximum obligation of MDOT and Federal funds may be adjusted to an amount less than the maximums shown through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the project reflect a change in the amount of funds needed to fund all project costs. The budget letter will be signed by the Manager of the Airport Planning and Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the project description, provided that the costs are eligible and do not exceed the maximum obligations shown in this Agreement. If the total amount of the project cost exceeds the maximum obligations shown in this Agreement, the project scope will be reduced or a written amendment to this Agreement will be completed to provide additional funds. This will have to be awarded by the parties before the work is started.

In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire project or portions thereof, MDOT, prior to authorizing work performance, may cancel the project or any portion thereof by giving written notice to the Sponsor. In the event this occurs, this Agreement will be void and of no effect with respect to the canceled portion of the project.

Failure on the part of the Sponsor with any of the conditions of this Agreement may be considered cause for placing the Sponsor in a state of noncompliance, thereby making the Sponsor ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the project and/or repayment of all grant amounts on a pro rata basis. In this section, pro rata means proration of the cost of the project over twenty (20) years.

Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the project under this Agreement.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the Sponsor of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the Sponsor's performance but are undertaken for the sole use and information of MDOT.

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

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

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

With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:

In connection with the performance of project work under this Agreement, the Sponsor (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The Sponsor (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Agreement.

The Sponsor will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

The Sponsor agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the Sponsor. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

The Sponsor further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

In addition to all specific requirements, terms, conditions, and assurances contained in the attached FAA IJIA Grant, the Sponsor shall ensure strict adherence to the following audit requirements:

The Sponsor will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement. Separate accounts will be established and maintained for all costs incurred under this Agreement.

The Sponsor will maintain the records for at least six (6) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute regarding allowable expenses or any other issue under this Agreement, the Sponsor will thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

MDOT or its representative may inspect, copy, scan, or audit the records at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the Sponsor will assure compliance with the above requirements for all subcontracted work.

The Sponsor agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement which includes the FAA Grant attached to this Agreement. The Sponsor also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

If an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, MDOT will promptly submit to the Sponsor a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the Sponsor at the completion of an audit.

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

MDOT will make its decision about any Notice of Audit Results and response within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the Sponsor, the Sponsor will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the Sponsor fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the Sponsor agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the Sponsor under this Agreement or any other agreement or payable to the Sponsor under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The Sponsor expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the Sponsor in a timely filed response.

This Agreement will be in effect from the date of award (the date of the final signature) through twenty (20) years.

The Sponsor agrees to comply with all portions of this MDOT IJA Agreement.

As attached (with PDF attachment of preliminary injunction) hereto, on June 19, 2025, the U.S. District Court for the District of Rhode Island issued a preliminary injunction against the imposition of immigration-enforcement conditions on federal transportation funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The execution of agreements by MDOT and the acceptance of funding from the United States Department of Transportation and its component agencies are subject to that preliminary injunction and should not be construed as a certification as to the immigration conditions or as a waiver of any rights by MDOT or the State of Michigan.

Sponsor: CITY OF MARSHALL

Authorized Sponsor Signatory: _____ Date: _____

Authorized Sponsor Signatory Printed: _____

MICHIGAN DEPARTMENT OF TRANSPORTATION

MDOT Signatory: _____ Date: _____

Michigan Department of Transportation

MDOT Signatory Printed: _____

Project No. 3-26-0064-29326
Job No. 132392EPE
IJJA AIG

	Eligibility	Federal	State	Local	Total	
PLANNING (EPE)		\$ 318,013.00	\$ 16,738.00	\$ -	\$ 334,751.00	
Update Airport Layout Plan-Airport Layout Plan and Exhibit A-Planning	95%	\$ 314,213.00	\$ 16,538.00	\$ -	\$ 330,751.00	132392EPE
IFE - ALP	95%	\$ 3,800.00	\$ 200.00	\$ -	\$ 4,000.00	132392EPE

	Federal	State	Local	Total
TOTAL PROJECT BUDGET	\$ 318,013.00	\$ 16,738.00	\$ -	\$ 334,751.00
132392EPE	\$ 318,013.00	\$ 16,738.00	\$ -	\$ 334,751.00

TOTAL PROJECT PERCENTAGE	95.00%	5.00%	0.00%	100.00%
132392EPE	95.00%	5.00%	0.00%	100.00%

Bill 1	\$ 318,013.00	3-26-SBGP-29326	Awarded 6/17/2026
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Bid Date & Type:	N/A
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Performance End Date: 6/16/2030 SBGP 29326

MAC Approval: 5/20/2026

INITIATOR: ZB

QA: PN

ATTACHMENT X
REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: CITY OF MARSHALL
3. Recipient's DUNS Number: UEI PLHLA25J9BA8
4. Amount of Federal funds: \$318,013.00
5. Federal Grant Number(s): SBGP 29326
6. Grant Award Date(s): 6/17/2026
7. MDOT Project Number: 3-26-0064-29326
8. Project Description: See Project Description on page one (1) of this contract.
9. CFDA Number, Federal Agency, Program Title:
CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-293-2026
11. Federal Award Date: 6/17/2026
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 6/16/2030
14. Amount of Federal Funds obligated by this action: \$318,013.00
15. Total amount of Federal Funds obligated: \$318,013.00
16. Total amount of the Federal award: \$318,013.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E., Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 5

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING AIRPORT LAYOUT PLANS AND MASTER PLANS

1. The PROJECT COST will include the cost of the consultant hired to perform the study and prepare the reports and drawings necessary to complete the PROJECT.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approval will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR will be billed by the DEPARTMENT. The amount of the billing will be the amount shown as the local share on the attached Exhibit 1. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of the additional estimated PROJECT COSTS for changes approved by the DEPARTMENT at the time of award of the amendment. The SPONSOR will make payment to the DEPARTMENT within thirty (30) days of the billing date.
4. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the consultant approved by the SPONSOR.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B

(Aeronautics)

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

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

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

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

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

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

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

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

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

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

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<u>ARFF and SRE EQUIPMENT AND VEHICLES:</u> The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<u>EQUIPMENT OR VEHICLE REPLACEMENT:</u> The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	<u>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</u> The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u> The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment. The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.
Airport	ALP & AIP Funded Construction	AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
Airport	Lighting - Operation and Maintenance	LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
Airport	Temporary NAVAIDS	TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
Airport	Construction on land not yet acquired/ Good Title	NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
Airport	Construction on land not yet acquired/ Good Title	TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) N/A until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	<u>DBE PLAN:</u> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	<u>ENVIRONMENTAL:</u> The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures: Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures. The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	<u>EMAS BLOCK PRE-PURCHASE:</u> The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	<u>EQUIPMENT ACQUISITION:</u> The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	<u>FRICTION MEASURING DEVICES:</u> The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS - ILS Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	<u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	Fence - Wildlife	<u>WILDLIFE FENCE:</u> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	Land - Revise Exhibit "A" Property Map	<u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	Land acquisition -Future Land	<u>FUTURE DEVELOPMENT LAND:</u> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	Master Plan - Coordination	<u>COORDINATION:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the utilities specified in the Engineering Plans and Proposal included in the project must not exceed costs agreed upon in the Plans, Proposal, and Contract Changes and then calculated in total as a percent.
Airport	Utility Relocation	<u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<u>OBSTRUCTION REMOVAL:</u> The Sponsor agrees to clear Parcel(s) as identified on the Engineering Plans, Proposal, and Contract Changes, as shown on Exhibit "A" Property Map, of the following obstructions: Obstructions as identified and called out on the Engineer Plans, as identified in the field, and as directed by the Engineer and then documented in the As-Built Plans at construction completion prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
Airport	Pavement Exceeding \$500,000	<u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u> The Sponsor agrees to: a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA. c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement. d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
Airport	Pavement maintenance	<u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
Airport	RPZ Acquisition	<u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	RPZ Acquisition	<u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	<u>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</u> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire the Fee Title or Easement as called out by legal description in signed, applicable agreements separate from this one, as appropriate, in the Runway Protection Zones for runways that presently are not under its control within a reasonable number of years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	<u>LOW EMISSION SYSTEMS:</u> The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	<u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	<u>BUILDING AIP PRORATION:</u> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.
Airport or Noise	Noise Land	<u>ACQUISITION OF NOISE LAND:</u> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<u>ANNUAL NOISE REPORT:</u> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. 7) Other information as required by the FAA.
All Sponsor Types	Plans and Specifications	PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specification s Certification	PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that: 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
All Sponsor Types	Design-Only Subgrants	DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.
All Sponsor Types	Force account	FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	<u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	<u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions: 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.

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Sponsor Type ¹	Type of Project	Special Conditions
		3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	Non AIP work in project	<u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that: 1) the Project includes the planning and/or construction of any items specified in the Plans, Proposal, and Contract Changes that is not being funded with any Federal funding in this project; 2) although the Sponsor has estimated a total project cost of Costs shown in the Attached Exhibit 1 of this Contract, the total allowable cost for purposes of determining federal participation will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes; 3) it must maintain separate cost records for the AIP and non-AIP work; 4) all cost records must be made available for inspection and audit by the FAA; 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and 6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.
All Sponsor Types	Planning Scope of Work	<u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	Fuel farms	FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE		
IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO			IS THIS THE FINAL INVOICE? ☐ YES ☐ NO				
CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
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		\$	\$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE			
PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
COMMENTS			

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

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

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

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

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

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

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

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

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

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes
Region
Michigan

Detroit Airports
District Office:
11677 S Wayne Rd,
Ste 107
Romulus, MI 48174-
1412

June 15, 2026

Director Bryan Budds
MDOT Aeronautics
2700 Port Lansing Road
Lansing, MI 48906

Dear Bryan Budds:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-26-SBGP-293-2026 at Michigan State Block Grant Program is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 09, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred**

project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report, within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Dana Channaoui, (734) 229-2907, Dana.H.Channaoui@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Katherine S Delaney

Katherine S Delaney (06/15/2026 17:02:07 EDT)

Katherine S. Delaney, Assistant Manager
Detroit Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) SBGP GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date June 15, 2026

Block Grant Number

Airport Grant Number 3-26-SBGP-293-2026

Unique Entity Identifier TRR5GXJJ9254

TO: State of Michigan
(herein called the "State")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of federal funds for airport planning, development, and noise program implementation projects conforming to 49 United States Code (USC) Chapters 471 and 475, as permitted under 49 USC § 47128 at non-primary airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer federal funds for Sponsors of covered airports;

WHEREAS, the State has submitted to the FAA a State Block Grant Project Application dated 4/2/2026, for a grant of federal funds at or associated with Michigan State Block Grant Program Airport, which is a covered airport in Michigan and is included as part of this State Block Grant Agreement (Agreement);

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the State Block Grant Project Application to provide a grant of federal funds (herein called the "Grant") to the State for eligible and justified projects (herein called the "Projects") for the following covered airports:

Non-Primary Development under the State Block Grant Program for Update Master Plan, at Brooks Field Airport (RMY), Marshall, MI.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58)(as applicable); and the representations contained in the State Block Grant Project Application for; and in consideration of:

- (a) the State's acceptance of this Offer;
- (b) the State's participation in the SBGP;
- (c) the State's adoption and ratification of the attached Grant Assurances, and the State's inclusion of the Grant Assurances and terms and conditions herein applicable to the Project(s) in any subawards issued to Sponsors of covered airports using these Grant funds; and
- (d) the benefits to accrue to the United States and the public from the accomplishment of the Project(s) at the covered airport(s) and compliance with the Grant Assurances, and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$318,013.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$318,013 for planning

\$0 for airport development or noise program implementation; and,

\$0 for land acquisition.

(BGBB2026 \$145,000.00; BGC2026 \$144,000.00; BGD2026 \$29,013.00)

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. **Period of Performance:**

- i. **Start Date:** The date the State formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The State may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time

extension may not be exercised for the sole purpose of using unobligated balances.

- iv. Applicability to Subawards: All subawards issued by the State to Sponsors of covered airports under this agreement shall be subject to the Period of Performance defined in this agreement.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this agreement.

b. Budget Period:

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a) and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (see Multi-Year Grant Special Condition if applicable).
- iii. All subawards issued by the State to Sponsors of covered airports under this agreement shall be subject to the budget period defined in paragraphs 2(b)(i) and 2(b)(ii).

c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

The State shall begin the closeout process upon physical completion of the Project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the POP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the State must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the State does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The State fails to comply with the terms and conditions of this agreement;
- ii. The State fails to obtain or provide any grant contribution as required by the agreement;

- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the State;
- iv. Any project(s) changes that the FAA determines are inconsistent with the FAA's basis for selecting the project(s) to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The State requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Requirements for Subgrants.

The State must incorporate all federal contract provisions that apply to the Project(s), including, but not limited to the following in all subawards issued to Sponsors under this agreement and require compliance by the sponsors of the covered airports included in this agreement:

- a. The terms and conditions attached to this agreement;
- b. At least one of the following, as applicable:
 - i. Current version of assurances for Airport Sponsors, or
 - ii. Current version of assurances for Non-Airport Sponsors Undertaking Noise Compatibility Program Projects, or
 - iii. Current version of assurances for Planning Agency; and
- c. All information required by 2 CFR § 200.332.

4. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the State is prohibited from including and will prohibit Sponsors from including any costs in the grant funded portions of the project(s) that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

5. Indirect Costs – State and Sponsor. The State may allow a Sponsor to charge indirect costs under this award by applying the indirect cost rate, as approved by a federal cognizant agency and as identified in the subaward, to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the Project(s). The State may charge indirect project costs under this grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

6. Determining the Final Federal Share of Costs. The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

7. Completing the Project without Delay and in Conformance with Requirements. The State must assure, and must require the sponsor to assure, that projects are carried out and completed without undue delays and in accordance with this Agreement, 49 USC Chapters 471 and 475 IJIA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the State agrees, and will require sponsors agree, to report and request prior

FAA or State approval for any disengagement from performing a project funded under the Grant and subgrants that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the stoppage. The State agrees, and will require sponsors agree, to comply with the attached grant assurances, which are part of this agreement. These assurances, conditions, and any addendums apply to subgrants issued under this grant as provided for in Condition No. 3, Requirements for Subgrants.

8. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
9. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before July 09, 2026, or such subsequent date as may be prescribed in writing by the FAA.
10. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The State must take all steps, and must ensure sponsors take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this agreement, the term “federal funds” means funds however used or dispersed by the State, that were originally paid pursuant to this or any other federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The State must return the recovered federal share, and will ensure sponsors return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the State must furnish to the Secretary, upon request, and shall ensure sponsors return to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State or sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The State must promptly comply, and will ensure sponsors comply, with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
11. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Agreement or subawards, including, but not limited to, any action taken by a State or sponsor related to or arising from, directly or indirectly, this agreement.
12. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the State or sponsor is exempted from this requirement under 2 CFR § 25.110, the State must maintain, and will ensure Sponsors maintain the currency of its information in SAM until the State submits the final financial report required under this grant or receives the final payment, whichever is later. This requires that the State review and update, and will require the sponsor review and update, the information at least annually after the initial

registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

13. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
14. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA or the State determines that the maximum grant obligation of the United States exceeds the expected needs of the State or sponsor, as applicable, by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the State unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of funds, issue a letter to the State increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

15. **Environmental Standards.** The State is required to comply, and will ensure sponsors comply, with all applicable environmental standards, as further defined in the Grant Assurances, for all Project(s) in this agreement. If the State or a sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this agreement or any subaward issued for project(s) funded in this agreement, as applicable.
16. **Financial Reporting and Payment Requirements.** The State will comply, and will ensure sponsors comply, with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
17. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the State will not acquire or permit any sponsor, contractor, or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The State will include a provision

implementing Buy American in every subaward, contract, and subcontract awarded under this grant.

18. **Build America, Buy America.** The State must comply, and will ensure sponsors comply, with the requirements under the Build America, Buy America Act (P.L. 117-58).
19. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this agreement:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the State requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

20. **Audits for Sponsors.**

PUBLIC SPONSORS. The State must provide, and must ensure sponsors provide, for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the State shall provide one copy of the completed audit to the FAA. State and Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, State, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

21. **Suspension or Debarment.** The State must:

- a. Immediately disclose to the FAA whenever the State:
 - i. Learns a sponsor has entered into a covered transaction with an ineligible entity; or
 - ii. Suspends or debars a contractor, person, or entity.
- b. Include a provision in all subawards that requires sponsors entering into "covered transactions," as defined by 2 CFR § 180.200, to:
 - i. Verify the non-federal entity is eligible to participate in this federal program by:
 - a) Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - b) Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

- c) Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - ii. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. The State must also insert this clause on suspension or debarment in all subawards, contracts, and subcontracts that result from this Grant.

22. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State is encouraged to, and will encourage sponsors to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subaward.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The State must insert and must ensure sponsors insert the substance of this clause, and must ensure sponsors insert this clause, on banning texting while driving in all subawards, contracts, and subcontracts funded with this Grant.

23. **Trafficking in Persons.**

- a. *Posting of contact information.*
 - i. The State will ensure that sponsors post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or
 - 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) Is determined to have violated a prohibition in paragraph 2.a (PoP). of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
- i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) Is determined to have violated a prohibition in paragraph 2.a. (PoP) of this condition; or
 - b) Has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
- i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP). of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs b.ii.(Budget Period) and c.i. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78 and is in addition to all

other remedies for noncompliance that are available to the FAA under this grant.

- iii. The recipient must include the requirements of paragraph b.i. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this Grant award, term:*

- i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

24. **Exhibit "A" Property Map.** The State will ensure, and will require sponsors to ensure, that any airport receiving funding under this agreement has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4712(a)(2), an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 USC § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Co-Sponsor.** If the State awards a subaward to an airport with more than one sponsor, the State will require all the co-sponsors to understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

27. Reporting Subawards and Executive Compensation.

- a. State Reporting Requirements of Subawards.
 - i. In accordance with the Federal Funding Accountability and Transparency Act (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), the State must report each action that obligates, per 2 CFR § 170.220, \$30,000 or more in federal funds for a subgrant to a subaward recipient (sponsor) unless the State is exempt. More information can be found at 17 CFR § 229.402(c)(2).
 - ii. The State must report each subgrant to <http://www.fsrs.gov> or the Federal SAM.gov successor system.
 - iii. The State must report the subaward information no later than the end of the month following the month in which the obligation (the subaward) was made. For example, if the subgrant was made on November 7, 2025, the subgrant must be reported by no later than December 31, 2025.
 - iv. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov> or the Federal SAM.gov successor system.
- b. State Reporting Total Compensation of State Executives.
 - i. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 - a) The total federal funding authorized to date under this grant is \$30,000 or more;
 - b) In the preceding fiscal year, the State received:
 - 1. 80 percent or more of the annual gross revenues from federal grants, procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - 2. \$25,000,000 or more in annual gross revenues from federal grants, federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.
 - ii. The State must report its executive total compensation:
 - a) As part of the State's registration profile at <http://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.
- c. State Reporting of Subrecipient Executive Total Compensation.
 - i. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if:

- a) In the subrecipient's preceding fiscal year, the subrecipient received:
 - 1. 80 percent or more of its annual gross revenues from subgrants, federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - 2. \$25,000,000 or more in annual gross revenues from subgrants, federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act; and
 - 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.
 - ii. The subrecipient must report subrecipient executive total compensation:
 - a) To the State.
 - b) By the end of the month following the month during which the State makes the subaward. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
 - d. Exemptions. If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
28. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The State agrees to comply with, and will ensure sponsors agree to comply with, mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
29. **Critical Infrastructure Security and Resilience.** The State acknowledges that it has considered and addressed, and will ensure sponsors acknowledge that they have considered and addressed, physical and cybersecurity and resilience in project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
30. **Title VI of the Civil Rights Act.** As a condition of a grant award, the State shall demonstrate that it complies with, and shall ensure sponsors demonstrate that they comply with, the provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101 et seq.), U.S.

Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The State shall affirmatively ensure that when carrying out any project supported by this grant that sponsors comply with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

31. Applicable Federal Anti-Discrimination Laws. The State agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4); and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) initiatives that violate any applicable federal anti-discrimination laws. The State will insert this condition in all subawards, contracts, and subcontracts that result from this Grant.

32. National Airspace System Requirements.

- a. The State shall cooperate, and ensure sponsors cooperate, with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The State shall not take actions, and shall ensure sponsors do not take actions, that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the State has violated paragraph a. of this condition, the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR § 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the State or sponsor to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR Part 180; or
 - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The State acknowledges, and will ensure sponsors acknowledge, that amounts that the FAA requires the State or sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

33. **Signage Costs for Construction Projects.** The State will ensure that sponsors require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agree to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

34. **Environmental - Mitigation Measures.** The environmental approval for this project was issued on 2/23/2026.
35. **Master Plan Coordination.** The State agrees, and will ensure sponsors agree, to coordinate this master planning study with metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The State agrees, and will ensure sponsors agree, to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
36. **Airport Layout Plan (ALP) Coordination.** The State or a sponsor has made available to (or will make available to) and has provided (or will provide) upon request to the metropolitan planning organization, if any, in the area in which the airport is located, a copy of the proposed ALP or ALP amendment to depict the project and a copy of any airport master plan in which the project is described or depicted.

The State's acceptance of this offer and ratification and adoption of the State Block Grant Project Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects funded under this grant and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement will become effective upon the State's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated: June 15, 2026

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Katherine S Delaney

Katherine S Delaney (06/15/2026 17:02:07 EDT)

(Signature)

Katherine S Delaney

(Typed Name)

Assistant Manager

(Title of FAA Official)

Part II - Acceptance

The State does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the State Block Grant Application and incorporated materials referred to in the foregoing offer and does hereby accept this offer and by such acceptance agrees to comply with all of the terms and conditions in this offer and in the State Block Grant Application and other applicable provisions of federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this day of June 17, 2026

State of Michigan

(Name of Sponsor)

Bryan F Budds

Bryan F Budds (06/17/2026 07:45:28 EDT)

(Signature of State's Designated Official Representative)

By: Bryan F Budds

(Typed Name of State's Designated Official Representative)

Title: Aeronautics Director

(Title of State's Designated Official Representative)

¹ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF STATE'S ATTORNEY

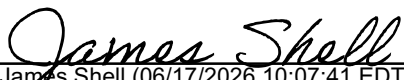
I, James Shell, acting as Attorney for the State do hereby certify:

That in my opinion the State is empowered to enter into the foregoing State Block Grant Agreement under the laws of the State of Michigan. Further, I have examined the foregoing State Block Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); and FAA Reauthorization Act of 2024 (P.L. 118-63). In addition, for subgrants awarded under this grant involving projects to be carried out on property not owned by the State or appropriate sponsor, there are no legal impediments that will prevent full performance by the State or sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated this day of June 17, 2026

By: 
 James Shell (06/17/2026 10:07:41 EDT)
 (Signature of State's Attorney)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

AVIATION STATE BLOCK GRANT PROGRAM ASSURANCES

General.

These assurances are required to be submitted as Part III of the three-part application forms by States applying to participate in the State Block Grant Program under Title 49, United States Code, section 47128, and Title 14, Code of Federal Regulations, Part 156. Participating States shall comply with these assurances in the performance of any grant agreement executed as a result of this application.

1. Incorporated in Grant Agreement.

Upon acceptance by the State of the grant offer, these assurances and all assurances, as well as applicable terms and conditions are incorporated in and become part of the Grant Agreement.

2. Federal Requirements.

The State agrees to comply with federal procedural and other standard requirements for administering the block grant.

3. Program Reporting.

The State agrees to provide the FAA with such program or project information as the DOT Secretary may require, as described in the agreement and in compliance with 49 USC Chapters 471 and 475.

4. Obligated to Standard Assurances.

- a. For all projects where the State is the owner of the airport(s), the State shall be obligated to comply with the standard AIP Assurances entitled “Assurances – Airport Sponsors” and “Assurances – Non-airport Sponsors Undertaking Noise Compatibility Program Projects,” as appropriate to the individual project. These standard assurances are attached to and become part of these Aviation State Block Grant Program Assurances.
- b. For all projects benefiting an airport owner other than the State, the State shall enter into an agreement with the airport owner. The agreement shall obligate the airport owner, or the State, to comply with each of the attached assurances as well as terms and conditions contained in this agreement that would have been applicable to the airport owner had it applied directly to the FAA for a grant to undertake the project. The agreement shall address the transfer and delegation to the airport owner of State obligations to the FAA, if desired. The agreement and changes thereto must be satisfactory to the Administrator of the FAA.

5. Compliance Responsibilities.

The State shall take steps to enforce agreements for subgrants with each airport owner benefiting from the State Block Grant Program if noncompliance with the terms of the agreement is evident or presented to the State. This compliance responsibility shall be assumed by the FAA at the termination of the State Block Grant Program, or as otherwise agreed to by the State and the FAA.

6. Environmental Responsibilities.

A State that is subject to its own environmental requirements comparable to requirements of the National Environmental Policy Act (NEPA) of 1969 (“NEPA-like,” as defined in regulations issued by the U.S. Council on Environmental Quality (CEQ)) shall follow its own requirements. If the State has no such requirements, it shall follow applicable CEQ regulations.

7. State Resources.

The State assures that sufficient funds will be available for that portion of project costs that are not paid by the United States, and that sufficient qualified personnel will be available to carry out its responsibilities under this grant in a timely manner satisfactory to the FAA.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or

conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**State of Michigan**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([AC Checklist for AIP, IJJA and PFC Projects | Federal Aviation Administration](#)) for AIP projects as of 4/2/2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

RECEIVED
By Christy M. Gabany at 9:39 am, Apr 06, 2026

4. Applicant Identifier:

5a. Federal Entity Identifier:
3-26-SBGP-XXX-2026

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Michigan Department of Transportation

*b. Employer/Taxpayer Identification Number (EIN/TIN):

*c. UEI:

TRR5GXJJ9254

d. Address:

*Street 1: 2700 Port Lansing Road

Street 2:

*City: Lansing

County/Parish:

*State: Province: MI

*Country:

*Zip / Postal Code USA: United States

48906-2610

e. Organizational Unit:

Department Name:

Michigan DOT

Division Name:

Office of Aeronautics

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____ *First Name: Zach

Middle Name: _____

*Last Name: Bormet

Suffix: _____

Title: Project Engineer

Organizational Affiliation:

MDOT Office of Aeronautics

*Telephone Number: 231-262-2163

Fax Number:

*Email: bormetz1@michigan.gov

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

A. State Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.117 Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

Non-Primary Development under the State Block Grant Program for update master plan, at the Brooks Field Airport (RMY), Marshall, MI

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: MI-05

*b. Program/Project: MI-05

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date:

*b. End Date:

18. Estimated Funding (\$):

*a. Federal	\$ 318,013
*b. Applicant	\$ 0
*c. State	\$ 16,738
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 334,751

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Linn _____

Middle Name: _____

*Last Name: Smith _____

Suffix: _____

*Title: Deputy Director, MDOT Office of Aeronautics

*Telephone Number: 517-335-9949

Fax Number:

* Email: smithl50@michigan.gov

*Signature of Authorized Representative: Linn Smith

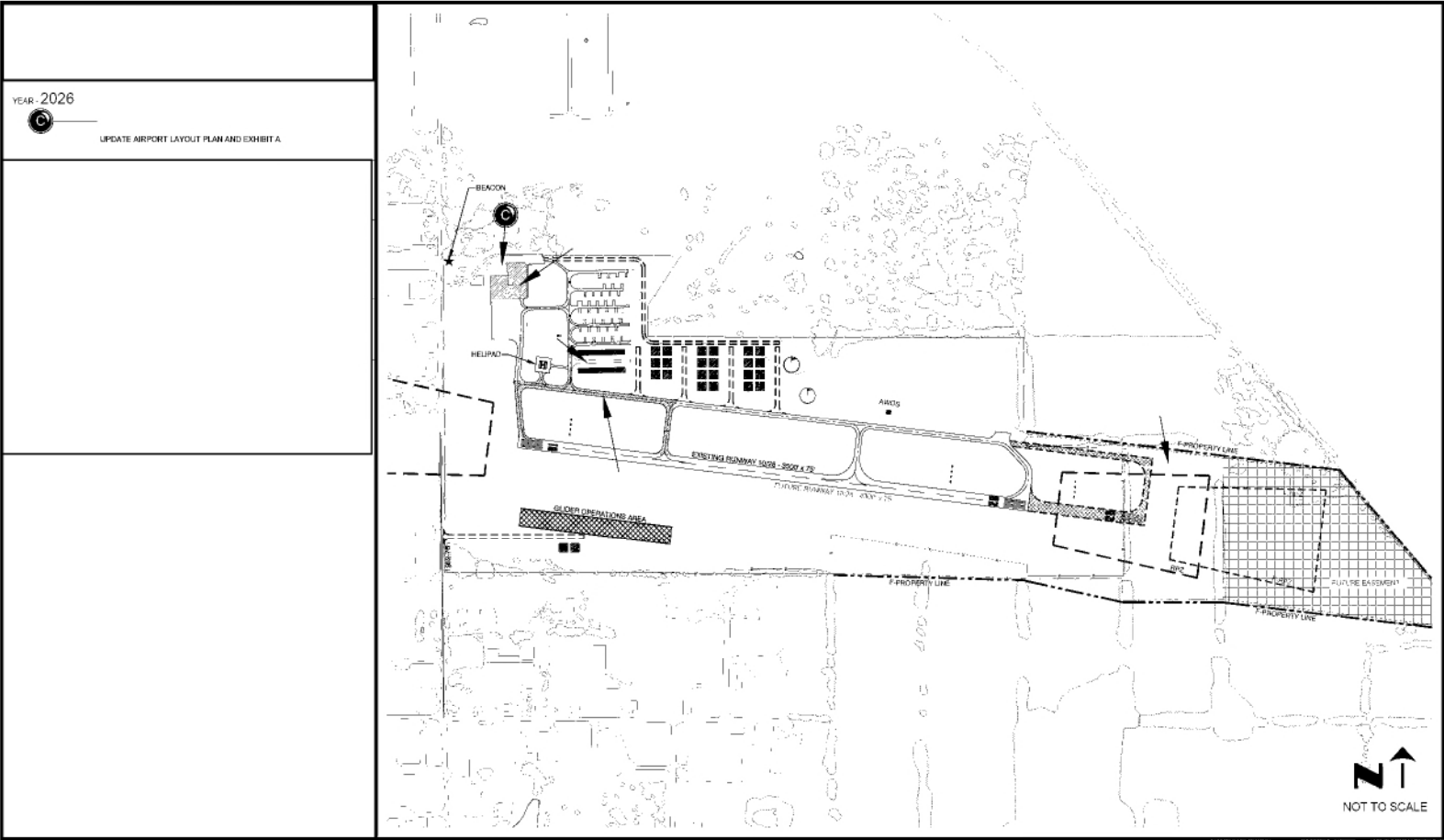
Digitally signed by: Linn Smith
DN: CN = Linn Smith email = smithl50@michigan.gov
C = US O = MDOT OU = Aeronautics
Date: 2025.04.02 15:28:46 -0400

*Date Signed:

CONCEPT (PROJECT) NARRATIVE AND JUSTIFICATION SHEET FOR AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP)

Airport and Associated City Brooks Field, Marshall, MI		Concept(s) Development Year 2026	
Concept(s) Description Update Airport Layout Plan and Exhibit A			
Concept(s) Narrative/Justification (see guidance on preparing your project's justification) The existing ALP and Exhibit A are out of date and have received only as-built updates. They no longer meet FAA requirements and are in need of a complete update. The updated ALP will be based on new industry trends, government policies, Advisory Circulars, and current standards (SOP 2.00 - ALP, SOP 3.00 - Exhibit A). The ALP update will also include the services necessary to meet FAA AC 150/5300-18B - General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards for an ALP update including uploads to the FAA AGIS site. This update will also include supplementary approach obstruction evaluation using LiDAR to map additional vegetation in the approach areas that is difficult to obtain via the traditional methods and required 18-B standards.			
PCI Information for pavement rehabilitation (Please provide PCI rating(s) and year surveyed for proposed project)			
Section	Date of PCI Survey	PCI Rating	
Section	Date of PCI Survey	PCI Rating	
Section	Date of PCI Survey	PCI Rating	
ALP Verification (Please provide date of approved ALP and applicable sheet number(s) where proposed project is located)			
Verify Project is on ALP ☐ YES ☐ NO ☒ N/A		Date of Original FAA Approved ALP 2003	Sheet Number(s) 2003
Date(s) of Approved Update(s) 2005			
Comments 			

ALP Note: If not on Airport Layout Plan (ALP), project cannot be programmed until the proposed development, if applicable is on an approved ALP.



ITEM: 10.B

ADMINISTRATIVE REPORT



TO: HONORABLE BOARD MEMBERS
FROM: Marcia Strange, Director of Community Development
DATE: August 3, 2026
SUBJECT: AIRPORT LAYOUT PLAN UPDATE PROJECT - MEAD AND HUNT CONTRACT

The Airport Layout Plan serves as a Master Plan, or guiding document, for long-term (5-10 years, and longer) planning of projects at the Airport. MDOT requires this Plan be updated on a regular basis and the time has arrived for it to be updated.

A separate item in this agenda seeks approval for the contract between the City and MDOT for the estimated total project cost of \$334,751.00.

This amount covers the design cost of this contract amount being requested for our consultant Mead & Hunt (separate item in this agenda).

RECOMMENDATION:

Approve Agreement for Professional Consultant Services Mead & Hunt Project No. 1340300-260302.01 between the City of Marshall and Mead & Hunt, in substantial form, and recommend City Council to give final approval.

(updated 3-28-16)

**AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
MEAD & HUNT PROJECT NO. 1340300-260302.01**

THIS AGREEMENT made this _____ day of _____, in the year of 2026,

BETWEEN the OWNER (hereinafter referred to as **SPONSOR**),

**CITY OF MARSHALL
323 W. MICHIGAN AVENUE
MARSHALL, MI 49068**

and the **CONSULTANT**.

**MEAD & HUNT, INC.
2605 PORT LANSING ROAD
LANSING, MI 48906**

For the following **PROJECT**:

LOCATION:

**Brooks Field
Marshall, Michigan**

DESCRIPTION:

Airport Layout Plan Update 2026

SEE DETAIL BREAKDOWN IN ATTACHMENTS "C" and "E"

WHEREAS, the Sponsor proposed to have Professional Consultant Services performed for the described project;

AND WHEREAS, the Sponsor has caused a review to be made of the qualifications of the Consultant and is satisfied the Consultant is competent and qualified;

AND WHEREAS, the Consultant is willing and able to accomplish the services provided and set forth hereinafter this Agreement;

AND WHEREAS, the Sponsor shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

WITNESSETH: That for and in consideration of the covenants and agreements to be performed by the respective parties hereto, it is agreed by and between the Sponsor and the Consultant as follows:

Article 1 - Description of Work to be Done:

Services to be furnished by the Consultant to the Sponsor together with obligations of the Sponsor or Sponsor's Agent (Michigan Department of Transportation) or hereinafter referred to as MDOT to furnish certain information and data shall consist of the following described elements (additional explanations included in Attachment "E"):

Article 2 - Time of Beginning and Completion

2.1 - Time of Beginning

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have fourteen (14) days from the date of notification to proceed in which to organize and actually commence work.

2.2 - Time for Completion

The estimated time for the Consultant to complete the work named in Article 1 and Attachment "E" of this agreement, ready for Sponsor's approval is eighteen (18) months from the date the Consultant actually starts work. The Consultant shall report his progress to the Sponsor and keep the Sponsor informed of progress and any adjustments to the estimated time schedule which may be necessary because of weather conditions which may affect survey work, the supplying of information to the Consultant by the Sponsor's Agent as provided under Article 1, and other reasons beyond the control of either the Sponsor or the Consultant.

Article 3 - Payment

3.1 – Fee (Planning Service)

3.1.1

The Sponsor agrees to pay the Consultant in accordance of the services rendered, as set forth in Article 1 of the Agreement, a fixed fee of Three Hundred Thirty Thousand Seven Hundred Fifty and 02/100 (\$330,750.02) Dollars (See Attachment "C").

3.1.2

The fixed fee named above shall be considered payment in full by the Sponsor to the Consultant for all services rendered, except as hereinafter provided under Article 4 – Element 4.5 – Changes in Work (See Attachment "C" for project fee breakdown and Attachment "E" for project scope of work).

3.2 - Progress Payments

3.2.1

The Consultant shall submit monthly statements for services rendered. The statement shall be based upon the Consultant's estimate of the proportion of the total service actually completed at the time of billing. Sponsor shall make prompt monthly payments in response to the Consultant's monthly statement.

3.2.2

The first progress payment request shall be submitted thirty (30) days from the date the Sponsor authorizes the Consultant to proceed with the work.

3.2.3

Payment by the Sponsor to the Consultant for extra copies of documents shall be due and payable upon receipt of invoice to the Sponsor from the Consultant.

3.2.4

Payment is due forty-five (45) days after billing.

3.2.5

The final progress payment (10%) of the original contract amount will be due and payable forty-five (45) days after the Consultant completes the work and submits all documents for final approval to the Sponsor.

3.2.6

The Consultant agrees to pay each sub-consultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the Consultant receives from the State of Michigan or Sponsor. The Consultant also is required to return retainage payments to each sub-consultant within ten (10) calendar days after the sub-consultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the Sponsor or the Sponsor's Agent. These requirements are also applicable to all sub-tier sub-consultants and will be made a part of all sub-consultant agreements.

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

The Consultant further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE sub-consultant payments to MDOT semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the Sponsor or the Sponsor's Agent.

3.3 – Extra Service

3.3.1

Extra Service charges shall be negotiated by an amendment to this Agreement. Each amendment shall describe the service rendered and the fixed dollar amount for the requested work and estimated contract time for completion.

3.4 – Sub-consultant Services

3.4.1

Any services to be provided by sub-consultants shall be provided for in a sub-consultant agreement which shall meet the written approval of the Sponsor. Costs of sub-consultant services shall be included in Element 3.1 - Fee. The Consultant will not apply a fixed fee on any of the costs for Sub-consultant Services.

Article 4 - Miscellaneous Provisions

4.1 – Certification of Consultant – Non-applicable for this contract

4.2 – Certification of Sponsor

4.2.1

The Sponsor certifies through the Chairperson of the Airport Authority that the above consulting firm or his representatives has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

4.2.2

Employ or retain, or agree to employ or retain, any firm or person, or

4.2.3

Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

Except as here expressly stated (if any):

None

4.2.4

The Sponsor acknowledges that this certificate is to be furnished to the Federal Aviation Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

4.3 – Guidelines and Policies for Land Acquisition Related Activities – Non-applicable for this contract

4.4 – Ownership of Documents

4.4.1

Original documents shall be delivered to and become the property of the Sponsor. Original basic notes, sketches, changes, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant but shall be made available, upon request, to the Sponsor without restriction or limitation of their use.

4.4.2

In the event any of the above documents are revised by the Sponsor, the nameplates of the Consultant will be removed, and the Consultant will be released and held harmless of any subsequent liability which may arise from the reuse of these documents.

4.5 – Changes in Work

4.5.1

By mutual acceptance of both the Sponsor and the Consultant, changes in work from that work herein provided, including changes in original policies and guidelines and reviews/updates of project work may be accomplished by amendment to this Agreement. The amendment shall describe the change in work scope, the adjustment in fixed fee herein provided by a fixed dollar amount for each negotiated change order and estimated change to the original or adjusted estimated contract time for each amendment. Each amendment must be approved prior to execution and must be signed and dated by the Sponsor, by the Sponsor's Agent, and the Consultant. Payment shall be made after all approvals and signatures have been obtained.

4.6 – Delays in Extensions

4.6.1

Changes in the estimated time schedule as may be required by the Sponsor or the Consultant shall be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Article 4.5 – Changes in Work.

4.7 – Insurance and Liability

4.7.1

The Consultant will maintain Workmen's Compensation, Professional Liability, Property Damage, and Public Liability Insurance and file certificates with the Sponsor.

4.8 – General Compliance with Laws

4.8.1

Unless otherwise specified, this Agreement shall be governed by the Law of Michigan of the principal place of business of the Sponsor. The Consultant agrees to comply with all Federal, State, and Local laws applicable to the work.

4.9 – Assignment of Antitrust Rights

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

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

The Consultant shall notify the Sponsor if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract may have occurred or is threatened to occur. The Consultant shall also notify the Sponsor or the Sponsor's Agent if it

becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract.

4.10 – Subletting, Assignments and Transfer

4.10.1

The Sponsor and the Consultant each binds himself, his partners, successors, assignees, and legal representatives to the other party to this Agreement and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. The Consultant shall not assign, sublet or transfer his interest in this Agreement without the written consent of the Sponsor.

4.11 – Consultant's Endorsement

4.11.1

The Consultant shall seal and sign all final plans and specifications furnished to the Sponsor.

4.12 – Disputes

4.12.1

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

4.13 – Responsibility for Claims and Liability

4.13.1

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA or other governmental agencies from all claims and liability due to negligence of the Consultants or its subcontractors.

Article 5 – Miscellaneous

5.1

This Agreement represents the entire and integrated Agreement between the Sponsor and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Sponsor and the Consultant. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefit of any third party.

5.2

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Michigan.

5.3

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected, thereby, such remainder would then continue in force provided it conforms to the terms and requirements of applicable law.

5.4

Unless otherwise specified, this agreement shall incorporate all provisions of Attachments "A", "B", "C", "D", "E", "F" & "G".

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

ACCEPTED BY THE SPONSOR

Witness: City of Marshall
SPONSOR
323 W. Michigan Avenue
Street Address
Marshall, MI 49068
City, State & Zip Code

BY: _____
Authorized Representative of SPONSOR

NAME: _____

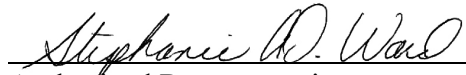
TITLE: _____

DATE: _____

.....
ACCEPTED BY THE CONSULTANT


Witness: Cheryl Bartley

Mead & Hunt, Inc.
CONSULTANT
2605 Port Lansing Road
Street Address
Lansing, MI 48906
City, State & Zip Code

BY: 
Authorized Representative

NAME: Stephanie Ward

TITLE: Vice President

DATE: February 2, 2026

SCHEDULE OF ATTACHMENTS

Attachment "A"	
Appendix "A"	Prohibition of Discrimination in State Contracts
Appendix "B"	Civil Rights Act of 1964....Contractual Requirements
Attachment "B"	Additional Provisions
Attachment "C"	Cost Breakdown (c-1 and c-2)
Attachment "D"	Sketches
Attachment "E"	Scope of Work/Services
Attachment "F"	Professional Services Requirements Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors
Attachment "G"	Prime Consultant Statement of DBE Sub-consultant Payments

ATTACHMENT "A"

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, 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 the above covenants shall be regarded as a material breach of this contract.
2. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this Appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, an orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Contractor complies with said order of the Civil Rights. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings
9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

ATTACHMENT "A"

APPENDIX B

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

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

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT “B”

ADDITIONAL PROVISIONS

none

ATTACHMENT “C” - COST BREAKDOWN

PROJECT:

AIRPORT:

PROJECT DESCRIPTION:

MEAD & HUNT PROJECT NUBMER:

Date Last Revised:

Airport Layout Plan (ALP) Update

Brooks Field - Marshall, MI

Update the entire ALP set

1340300-260302.01

DATE:

TIME:

BY:

FILE:

31-Jan-26

X

saw

RMY 2026 ALP Fee

	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8672	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 1 - Project Management, Coordination, and Communication	\$6,406.00	\$11,961.28	\$2,020.40	\$20,387.68	\$0.00	\$20,387.68
TASK 2 - Public Involvement	\$13,126.00	\$24,508.87	\$4,139.84	\$41,774.71	\$4,325.00	\$46,099.71
TASK 3 - Data Collection, Inventory, Aerial Mapping and AGIS	\$2,546.00	\$4,753.89	\$802.99	\$8,102.88	\$162,187.00	\$170,289.88
TASK 4 - Projections of Aviation Demand	\$4,178.00	\$7,801.16	\$1,317.71	\$13,296.87	\$0.00	\$13,296.87
TASK 5 - Facility Requirements Analysis	\$3,154.00	\$5,889.15	\$994.75	\$10,037.90	\$0.00	\$10,037.90
TASK 6 - Alternatives Analysis	\$2,909.00	\$5,431.68	\$917.47	\$9,258.15	\$0.00	\$9,258.15
TASK 7 - Environmental Overview	\$1,406.00	\$2,625.28	\$443.44	\$4,474.72	\$0.00	\$4,474.72
TASK 8 - ALP and Exhibit 'A' Property Map	\$17,767.00	\$33,174.54	\$5,603.57	\$56,545.11	\$360.00	\$56,905.11
SUBTOTAL:	\$51,492.00	\$96,145.85	\$16,240.17	\$163,878.02	\$166,872.00	\$330,750.02
TOTAL COST						\$330,750.02

TOTAL COST:	\$330,750.02
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	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER/ENG	PROJ. PLANNER GRAPHIC DESIGN	PLANNER III	TECH IV	PROJECT ASST II
	RATE:	\$101.00	\$86.00	\$71.00	\$55.00	\$50.00	\$31.00
TASK 1 - Project Management, Coordination, and Communication		50	0	0	10	0	26
TASK 2 - Public Involvement		70	0	0	70	28	26
TASK 3 - Data Collection, Inventory, Aerial Mapping and AGIS		6	0	0	28	8	0
TASK 4 - Projections of Aviation Demand		14	0	0	48	0	4
TASK 5 - Facility Requirements Analysis		8	0	6	24	12	0
TASK 6 - Alternatives Analysis		6	0	10	0	30	3
TASK 7 - Environmental Overview		2	0	0	16	4	4
TASK 8 - ALP and Exhibit 'A' Property Map		35	0	6	24	246	6
HOURS SUBTOTAL:		191	0	22	220	328	69

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER/ENG	PROJ. PLANNER GRAPHIC DESIGN	PLANNER III	TECH IV	PROJECT ASST II
TASK 1 - Project Management, Coordination, and Communication	RATE:	\$101.00	\$86.00	\$71.00	\$55.00	\$50.00	\$31.00
1.1 Study Design		10					8
1.2 Project Management		20					18
1.3 Sponsor Coordination		20			10		
		50	0	0	10	0	26
DIRECT LABOR COST:		\$6,406.00	\$5,050.00	\$0.00	\$550.00	\$0.00	\$806.00

EXPENSES	None	0	\$0.00	\$0.00
TOTAL EXPENSES:				\$0.00

Assumes 18 month contract plus FAA/MDOT review

TASK 1 - Project Management, Coordination, and Communication COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8672	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 1 TOTAL:	\$6,406.00	\$11,961.28	\$2,020.40	\$20,387.68	\$0.00	\$20,387.68

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER/ENG	PROJ. PLANNER GRAPHIC DESIGN	PLANNER III	TECH IV	PROJECT ASST II
TASK 2 - Public Involvement	RATE:	\$101.00	\$86.00	\$71.00	\$55.00	\$50.00	\$31.00
2.1 City Council		30			30	12	6
2.2 Airport Committee		30			30	12	6
2.3 Public Meeting		10			10	4	14
		70	0	0	70	28	26
DIRECT LABOR COST:		\$13,126.00	\$7,070.00	\$0.00	\$3,850.00	\$1,400.00	\$806.00

EXPENSES	RENTAL CAR (including gas)	7	\$150.00	\$1,050.00
	HOTEL (NIGHTS)	15	\$150.00	\$2,250.00
	AIRPLANE	0	\$1,000.00	\$0.00
	24x36 DWGS	20	\$40.00	\$800.00
	MEALS (DAY/PERSON)	0	\$30.00	\$0.00
	MEALS(EA/PERSON)	15	\$15.00	\$225.00
TOTAL EXPENSES:				\$4,325.00

Assumes attending 3 City Council meetings (2 hours long), with 2 staff, plus 2 hours of travel and 10 hours of prep
Assumes attending 3 Advisory Committee meetings (2 hours long), with 2 staff, plus 2 hours of travel and 10 hours of prep
Assumes attending 1 Public Meeting (2 hours long), with 3 staff, plus 2 hours of travel, and 10 hours of prep

TASK 2 - Public Involvement COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8672	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 2 TOTAL:	\$13,126.00	\$24,508.87	\$4,139.84	\$41,774.71	\$4,325.00	\$46,099.71

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER/ENG	PROJ. PLANNER GRAPHIC DESIGN	PLANNER III	TECH IV	PROJECT ASST II
TASK 3 - Data Collection, Inventory, Aerial Mapping and AGIS	RATE:	\$101.00	\$86.00	\$71.00	\$55.00	\$50.00	\$31.00
3.1 Review of Historic Information		1			6		
3.2 Historical Levels and Trends of Aviation Demand		1			6		
3.3 Existing Facilities Review		1			6		
3.4 Airport Information Data Portal (ADIP) Data Collection and Aerial Mapping		1			4	8	
3.5 Airport User Survey		2			6		4
		6	0		28	8	0
DIRECT LABOR COST:	\$2,546.00	\$606.00	\$0.00	\$0.00	\$1,540.00	\$400.00	\$0.00

EXPENSES			
RENTAL CAR (including gas)	0	\$150.00	\$0.00
ADSB DATA SUBSCRIPTION (2 YRS)	1	\$2,400.00	\$2,400.00
ORC	1	\$23,360.00	\$23,360.00
NV5 - AERIALS & TOPO MAPPING	1	\$85,831.00	\$85,831.00
NV5 - LIDAR OBSTRUCTION MANAGEMENT	1	\$34,486.00	\$34,486.00
ROWE	1	\$16,110.00	\$16,110.00
TOTAL EXPENSES:			\$162,187.00

TASK 3 - Data Collection, Inventory, Aerial Mapping and AGIS COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8672	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 3 TOTAL:	\$2,546.00	\$4,753.89	\$802.99	\$8,102.88	\$162,187.00	\$170,289.88

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER/ENG	PROJ. PLANNER GRAPHIC DESIGN	PLANNER III	TECH IV	PROJECT ASST II
TASK 4 - Projections of Aviation Demand	RATE:	\$101.00	\$86.00	\$71.00	\$55.00	\$50.00	\$31.00
4.1 Review of Forecasts		8			40		4
4.2 Airport Review of Forecasts		2			4		
4.3 MDOT AERO Review and Edits		4			4		
		14	0	0	48	0	4
DIRECT LABOR COST:	\$4,178.00	\$1,414.00	\$0.00	\$0.00	\$2,640.00	\$0.00	\$124.00

EXPENSES			
None	0	\$0.00	\$0.00
TOTAL EXPENSES:			\$0.00

TASK 4 - Projections of Aviation Demand COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8672	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 4 TOTAL:	\$4,178.00	\$7,801.16	\$1,317.71	\$13,296.87	\$0.00	\$13,296.87

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER/ENG	PROJ. PLANNER GRAPHIC DESIGN	PLANNER III	TECH IV	PROJECT ASST II
TASK 5 - Facility Requirements Analysis	RATE:	\$101.00	\$86.00	\$71.00	\$55.00	\$50.00	\$31.00
Facility Requirements Analysis		8		6	24	12	
		8	0	6	24	12	0
DIRECT LABOR COST:	\$3,154.00	\$808.00	\$0.00	\$426.00	\$1,320.00	\$600.00	\$0.00

EXPENSES	None	0	\$0.00	\$0.00
TOTAL EXPENSES:				\$0.00

TASK 5 - Facility Requirements Analysis COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8672	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 5 TOTAL:	\$3,154.00	\$5,889.15	\$994.75	\$10,037.90	\$0.00	\$10,037.90

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER/ENG	PROJ. PLANNER GRAPHIC DESIGN	PLANNER III	TECH IV	PROJECT ASST II
TASK 6 - Alternatives Analysis	RATE:	\$101.00	\$86.00	\$71.00	\$55.00	\$50.00	\$31.00
Alternatives Analysis Airside Landside General							
		2		4		12	1
		2		2		10	1
		2		4		8	1
		6	0	10	0	30	3
DIRECT LABOR COST:	\$2,909.00	\$606.00	\$0.00	\$710.00	\$0.00	\$1,500.00	\$93.00

EXPENSES	None	0	\$0.00	\$0.00
TOTAL EXPENSES:				\$0.00

TASK 6 - Alternatives Analysis COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8672	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 6 TOTAL:	\$2,909.00	\$5,431.68	\$917.47	\$9,258.15	\$0.00	\$9,258.15

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER/ENG	PROJ. PLANNER GRAPHIC DESIGN	PLANNER III	TECH IV	PROJECT ASST II
TASK 7 - Environmental Overview	RATE:	\$101.00	\$86.00	\$71.00	\$55.00	\$50.00	\$31.00
Environmetnal Overview		2			16	4	4
		2	0	0	16	4	4
DIRECT LABOR COST:	\$1,406.00	\$202.00	\$0.00	\$0.00	\$880.00	\$200.00	\$124.00

EXPENSES				
	None	0	\$0.00	\$0.00
		0	\$0.00	\$0.00
TOTAL EXPENSES:			\$0.00	

TASK 7 - Environmental Overview COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8672	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 7 TOTAL:	\$1,406.00	\$2,625.28	\$443.44	\$4,474.72	\$0.00	\$4,474.72

LABOR	CLASSIFICATION:	PROJECT MANAGER	SR PROJECT PLANNER/ENG	PROJ. PLANNER GRAPHIC DESIGN	PLANNER III	TECH IV	PROJECT ASST II
TASK 8 - ALP and Exhibit 'A' Property Map	RATE:	\$101.00	\$86.00	\$71.00	\$55.00	\$50.00	\$31.00
8.1 ALP Update							
8.1.1. Development of Base CAD File		4				80	
8.1.2 Title Sheet		1				8	
8.1.3 Data Sheet		2		4		8	
8.1.4 ALP Sheets (Existing and Future Sheets)		4				24	
8.1.5 Aerial Sheet		2				8	
8.1.6 Building/Terminal Area Plans		1				8	
8.1.7 Airport Airspace Drawing – FAR Part 77 Sheet		2				10	
8.1.8 Inner Portion of the Approach Surface Drawings		2				20	
8.1.9 Land Use Plan		1				8	
8.1.10 Exhibit 'A' Property Map		1				4	
8.1.11 ALP Checklist		2				8	
8.1.12 Narrative Report		2		2	24	4	2
8.1.13 Submission of ALP Package for MDOT AERO Review		2				10	
8.1.14 Address FAA Airspace Review and Produce Final ALP Set		2				8	
8.2 Exhibit 'A' Property Map							
8.2.1 Review of Existing Deeds and Title Search		1				4	
8.2.2 Boundary Survey		1				4	
8.2.3 Drawing Development		1				10	
8.2.4 Exhibit 'A' Checklist and Section 163 Review		1				8	
8.2.5 Review of Draft by Airport POC		1				4	4
8.2.6 Edits to Address Airport Comments		1				4	
8.2.7 Edits to Address MDOT AERO/FAA Comments		1				4	
		35	0	6	24	246	6
DIRECT LABOR COST:	\$17,767.00	\$3,535.00	\$0.00	\$426.00	\$1,320.00	\$12,300.00	\$186.00

EXPENSES				
	24" X 36" DRAWINGS	30	\$10.00	\$300.00
	SHIPPING	2	\$30.00	\$60.00
		0	\$0.00	\$0.00
TOTAL EXPENSES:			\$360.00	

TASK 8 - ALP and Exhibit 'A' Property Map COST SUMMARY	DIRECT LABOR COSTS	OVERHEAD ON LABOR @ 1.8672	FEE @ 0.11	TOTAL LABOR COSTS	EXPENSES	TOTAL
TASK 8 TOTAL:	\$17,767.00	\$33,174.54	\$5,603.57	\$56,545.11	\$360.00	\$56,905.11

ATTACHMENT “D”

**SKETCHES SHOWING LOCATION OF WORK TO BE
PERFORMED AS PART OF THIS AGREEMENT**

See Exhibits contained in Attachment E

ATTACHMENT “E”

SCOPE OF WORK

Exhibit E
Scope of Work
Brooks Field
Airport Layout Plan Update
Scope of Services

January 27, 2026

To establish a solid plan for future growth and development, the City of Marshall (Sponsor), owners and operators of Brooks Field (RMY or Airport), along with the Federal Aviation Administration Detroit Airports District Office (FAA-ADO) and the Michigan Department of Transportation Office of Aeronautics (MDOT AERO) have elected to undertake an Airport Layout Plan (ALP) Update study for the Airport. The ALP has become outdated and requires updates to address planned developments and to achieve compliance with the new FAA Standard Operating Procedure (SOPs) documents for ALPs and Exhibit 'A' Property Maps. The timing of this ALP Update is ideal for the City of Marshall as the city has accumulated funds through the Infrastructure Investment and Jobs Act (IIJA) that can be used to fund this project, freeing local funds to be used elsewhere.

This study will address areas of interest that have a bearing on the management and development of the Airport in the future. Mead & Hunt (Consultant) was selected to provide airport planning and engineering services to the Sponsor. Mead & Hunt has teammates that will support this work effort. These teammates include:

- NV5 Geospatial (Topographic mapping, aerials, and LIDAR)
- OR Colan (Title Search)
- Rowe (Exhibit 'A' Property Map and boundary survey)

This Scope of Services covers the planning services and tasks associated with the preparation of an ALP update. Specific documents that will be used as resources to undertake this study will include:

- FAA Advisory Circular (AC) 150/5300-13B Change 1 – *Airport Design*
- ALP - FAA SOP 2.0 *Standard Operating Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*
- Exhibit 'A' Property Plan - FAA SOP 3.0 *Standard Operating Procedure for FAA Review of Exhibit 'A' Airport Property Inventory Maps*
- Aerial photogrammetry and FAA Airport Airspace Analysis Survey for all surfaces defined in FAA AC 150/5300 - 18B Change 1, Section 2.7.1.1, "Runways with Vertical Guidance." This is inclusive of 2.7.1.1.1 through 2.7.1.1.7.

This Scope of Services assumes funding will be provided in a single grant and will be under contract to support the collection of aerial photogrammetry and topographic mapping during the late summer of 2026.

Project Scope Elements

The following sections describe the project scope elements for this planning effort:

1. Project Management, Coordination, Communication
2. Public Involvement
3. Data Collection, Inventory, Aerial Mapping and AGIS
4. Projections of Aviation Demand
5. Facility Requirements Analysis
6. Alternatives Analysis
7. Environmental Overview
8. Airport Layout Plan and Exhibit 'A' Property Map

Task 1 - Project Management, Coordination, and Communication

Project management tasks will continue throughout all aspects of the agreed-upon project schedule.

1.1 Study Design

The study design includes development of a comprehensive scope of services, definition of effort necessary to accomplish the work scope, and preparation of realistic work effort and cost budgets. The study design also organizes the project planning team, which includes Consultant, its sub-consultants, and Sponsor, to clearly define the participant roles and responsibilities to effectively execute the necessary study efforts. Specialty sub-consultants and their scopes of work will be identified and included in the process.

Coordination with the MDOT AERO for review and providing documents necessary for the independent fee estimate (IFE) will also be part of this task. These documents will form the basis of the agreement to provide professional services, including prime and subcontract agreements.

Deliverables: Draft and final scope of services, project schedule, an agreed-upon project planning budget, and an agreement for the proposed planning work. The scope of services, the schedule, and the budget will all be detailed by study element.

1.2 Project Management

This effort includes communication among the project team to track study progress and manage performance of the various technical work tasks among the project team. Project management duties will include:

- Developing and documenting the project plan,
- Organizing the project team,
- Executing project activities,
- Monitoring and controlling the project to achieve results,

- Managing/mitigating risks and solving challenges,
- Invoicing and monitoring project budget, and
- Closing out the project.

Deliverables: Invoices and electronic status reports, anticipated to arrive through brief emails, will be provided.

1.3 Sponsor Coordination

Regular project status briefings will be held monthly throughout the study process. Briefings will take place via telephone between the Airport representative and Consultant's Project Manager and Deputy Project Manager. Briefings will include status reports, upcoming meetings, upcoming work effort, and discussion of challenges that may affect the schedule, process, or budget. The anticipated Points of Contact (POC) for this project are:

City of Marshall	Airport	Consultant
Marcia Strange 269-781-5183 MStrange@cityofmarshall.com	Craig Griswold 269-330-2908 CGriswold@cityofmarshall.com	Stephanie Ward 517-819-6170 stephanie.ward@meadhunt.com

Task 2 Public Involvement

To best understand and meet the needs of the community, this ALP update incorporates public involvement. The following are meetings planned with City Council and the Airport Advisory Board:

2.1 City Council Meetings

Throughout the ALP update, the project team will meet with the City Council three (3) times. The first meeting will be held at the beginning of the project and be focused on the grant approval process. The second meeting will entail information on the ALP update, informing the City Council of the preliminary findings of the update. The final meeting will be the approval of the draft final ALP.

Assumptions: Two (2) Consultant staff will attend up to three (3) City Council meetings, which will be held in-person. The meeting is assumed to be two (2) hours, with up to two (2) hours of travel per meeting and require up to ten (10) hours of prep/post-meeting efforts for agenda and presentation prep and meeting minutes/notes per meeting.

Deliverables: Meeting presentation and materials for each meeting.

2.2 Airport Advisory Committee Meetings

To provide engagement with the individuals interested in the development of the Airport, an Airport Advisory Committee shall be conveyed. The City POC will identify the members

of the Airport Advisory Committee. The Team will plan to meet up to three (3) times with the Committee. The first meeting will be held early in the project to discuss the goals and objectives and support data collection. The second meeting will be held to discuss preliminary alternatives and findings while the third meeting will be to review the final recommendations and draft ALP. The meetings will likely include the project manager and one (1) additional team member attending.

Assumptions: Two (2) Consultant staff will attend up to three (3) Airport Advisory Committee meetings, which will be held in-person. Each meeting is assumed to be two (2) hours, with up to two (2) hours of travel per meeting and require up to ten (10) hours of prep/post-meeting efforts for agenda and presentation prep and meeting minutes/notes, per meeting.

Deliverables: Meeting presentation and materials for each meeting.

2.3 Public Meeting

To provide engagement with the general public, the Consultant will host a public meeting, in an open house format. This meeting will be held toward the later stages of the project, once preferred alternatives are developed, to allow the public an opportunity to comment on the proposed development.

Assumptions: Three (3) Consultant staff will attend one (1) public meeting, in an open house format, which will be held in-person. The location and the timing of the meeting will be determined in coordination with the City and Airport POCs. The meeting is assumed to be two (2) hours in length, with up to two (2) hours of travel and require up to ten (10) hours of prep/post-meeting efforts for presentation/materials prep.

Deliverables: Meeting presentation and materials.

Task 3 Data Collection, Inventory, Aerial Mapping and AGIS

Data collection and analysis will include the following:

3.1 Review of Historic Information

Consultant will identify and review existing airport planning documents to assist in developing a comprehensive base of information to be used in the planning process. The Airport shall provide Consultant with copies of any existing electronic files that may be of assistance in developing the ALP update, as well as reports or studies that contain information related to the planning topics identified within this scope. These may include documents such as, but not limited to, the following:

- Current and previous master plans
- Recent National Environmental Policy Act (NEPA) documents
- Permit and compliance documents.

- o Stormwater, spill prevention and control, hazardous materials management, etc.
- Pavement condition reports and ratings (Pavement Condition Index [PCI]/
- Pavement Classification Number [PCN]) from the Airport's Pavement Maintenance Management Program (PMMP)
- Current zoning maps and land use plans

Consultant shall use the collected data resource information for the various work tasks.

3.2 Historical Levels and Trends of Aviation Demand

Consultant will collect the following data needed to develop the critical forecasts of aviation demand:

- Aircraft activity, including charter, military and general aviation operations, fleet mix, and peaking characteristics.
- Aircraft operational data from the FAA's ASDI/Instrument Flight Rules (IFR) flight plan databases, operations by equipment type
- General aviation-based aircraft

3.3 Existing Facilities Review

The current ALP, site inspections, and as-built facility plans will serve as the basis for inventory information. Items to be reviewed include:

- Runways and taxiways,
- Apron areas,
- Hangars,
- Fuel facilities,
- Existing and proposed uses of Airport property,
- Airfield lighting,
- Landing aids and instrumentation,
- Wind data (new data to be acquired), and
- Runway protection zones and obstructions.

3.4 Airport Information Data Portal (ADIP) Data Collection and Aerial Mapping

The collection of information that will support approach obstruction identification and the creation of the ALP set will come from two separate mapping efforts. The mapping efforts include the traditional aerial photography and digital mapping, which will be provided by a subconsultant (NV5 Geospatial). This task will include an ortho-rectified photo, digital mapping, and obstruction analysis. The purpose of the overall project is to accomplish FAA Airport Airspace Analysis Survey for all surfaces defined in FAA AC 150/5300-18B Change 1, Section 2.7.1.1, "Runways with Vertical Guidance." This is inclusive of 2.7.1.1.1 through 2.7.1.1.7.

NV5 Geospatial will prepare the field survey, remote sensing/photogrammetry, and FAA ADIP uploads, formerly the FAA Airports GIS. The scope of work that NV5 Geospatial will

perform is detailed in their Scope and Fee proposals included as **Exhibit E1** (AGIS Attribution List), **Exhibit E2** (Aeronautical and Topographic Mapping for the ALP), and **Exhibit E3** (Aeronautical Obstruction Survey for ADIP Upload) and includes the following services:

- Project initiation and coordination,
- Geodetic control validation,
- Aerial imagery acquisition,
- Geo-reference the imagery,
- Create digital ortho imagery,
- Runway field survey in accordance with FAA AC 150/5300-18B – Change 1,
- Navigational aid (NAVAID) field survey,
- FAA Airports GIS Airport Airspace Analysis,
- Part 77 obstruction analysis,
- Collect ALP mapping data,
- National Standard for Spatial Data Accuracy (NSSDA) map accuracy check,
- Hard copy aerial photo prints, and
- Project close-out and final reporting.

Consultant will manage and coordinate with NV5 Geospatial on their efforts; however, NV5 Geospatial will manage the ADIP program plans and workflow in accordance with FAA ACs 150/5300-16, -17, and -18 (current editions). Since the FAA eALP tool is not functional at the time of this contract execution, no deliverables related to an eALP will be provided.

The Consultant will assess, by runway end, the obstruction information obtained from the approach evaluation to provide a summary of obstructions and a proposed mitigation plan, using the topographic mapping data.

Deliverable: Summary of obstructions and proposed mitigation plan.

3.5 Airport User Survey

To collect information from the existing users of the airport, a user survey will be conducted using SurveyMonkey. An email will be distributed to existing based aircraft tenants and a placard with a QR code will be displayed within the airport terminal for itinerant pilot use. The Consultant will work with the City and Airport POC to develop the survey questions which are expected to focus on airport usage, aircraft information, and airport services.

The Consultant will develop the survey questions using the SurveyMonkey platform and distribute the link via email to the based tenants. The Airport POC will provide appropriate email addresses for these tenants for the distribution. The survey will be kept available for up to six (6) months in an attempt to collect information from itinerant users over the course of several months. Should the collection of aerial photography be delayed into 2027, then the survey will remain open for up to twelve (12) months.

Deliverable: Survey development and resulting summary of survey responses.

Task 4 Projections of Aviation Demand

Development of projections of aviation demand is a key element to plan for current and future Airport needs, in assessing the environmental effects of proposed actions, and for determining the economic implications of future growth and development.

4.1 Review of Forecasts

Consultant will review the current FAA Terminal Area Forecast (TAF) numbers along with the use of forecasts generated in the *Michigan Aviation System Plan* (MASP 2017). The Consultant will plan to purchase a two-year subscription to 1200.aero to obtain ADSB data that will support the forecasting effort, as well as contribute to the assessment of critical aircraft. Traffic Flow Management System Counts (TFMSC) data will also be used to develop an assessment of anticipated operations by various aircraft design categories to support the assessment of airfield infrastructure. Information generated from past justification studies will be utilized, along with conversations/interviews with existing and anticipated users. Minimal forecasting associated with the critical aircraft will be completed to support these reviews.

4.2 Airport Review of Forecasts

Consultant will develop the working paper and submit it to the Airport POC for review and comment. Once comments are addressed, the draft document will be submitted to the MDOT AERO for review.

4.3 MDOT AERO Review and Edits

Edits from the MDOT AERO are anticipated, consequently revisions will likely be necessary to address their comments and then submit a final draft for approval. Once approved, these forecasts will be included in the ALP Narrative Report.

Deliverables: Working paper that summarizes the forecasts of operations, focused on overall operations and those associated with the critical aircraft, and the critical aircraft.

Task 5 Facility Requirements Analysis

Consultant will identify the required facilities by comparing the inventory to projections of aviation demand. Anticipated timing or activity levels that require facility improvements will also be identified. FAA ACs referenced as part of this task will include but not be limited to: AC 150/5300-13 Change 1, *Airport Design*; AC 150/5060-5, *Airport Capacity and Delay*; AC 150/5070-6B Change 2, *Airport Master Plans*; and FAR Part 77, *Objects and Activities Affecting Navigable Airspace*.

Utilizing current FAA planning criteria and the existing master plan documents, Consultant will review the facility needs based on projected future activity and the Airport's role in the local, regional, and national aviation and economic system. Future requirements will provide the basis for evaluating alternative development actions. The facility requirements analysis will focus on

several specific issues that are most important to the Airport's future growth and development. The objective will be that the Airport's functional aviation areas have long-term flexibility and growth potential to respond to changing demand scenarios. Facility requirements will be tied to the 5-, 10-, and 20-year demand projections developed as part of this study. Facilities to be analyzed include:

- Airside pavements,
- Lighting and NAVAIDS,
- Landside (parking),
- Facilities (GA, snow removal equipment, fuel, etc.)

The resulting summary will require concurrence by the Airport on the findings prior to moving forward, since many subsequent tasks are driven by the findings.

Deliverables: Summary of the facility requirements for review by the Airport that will be incorporated into the narrative report.

Task 6 Alternatives Analysis

The Consultant will develop and document feasible alternatives for facility development based on the results of the previous tasks. Each alternative will be graphically illustrated, as appropriate, and presented to the Airport for review. These alternatives will account for long-term development while planning for near-term implementation.

Consultant will base the alternatives on results of the activity projections, the capacity analysis, and facility requirements determination. Once reasonable alternatives have been identified, their merits and deficiencies will be compared including these factors:

- Operational Factors – Evaluation of each alternative to determine its ability to accommodate future demand for aircraft, passengers, and vehicles. This will identify deficiencies in such areas as safety, FAA design standards, airfield circulation, and convenience.
- Economic Factors – Quantitative and qualitative comparisons, where appropriate, of estimates of each alternative's relative development costs. These estimates will provide a general indication of development costs and a basis for comparing cost-effectiveness.
- Environmental Factors - Analysis focused on key factors such as noise, air quality, water quality, scenic oversight, land use impacts, zoning, and social impacts. Evaluation will identify development alternatives that can minimize environmental disruption and comply with environmental regulations.
- Implementation Feasibility – Quantitative and qualitative analysis, where appropriate, of certain factors, both tangible and intangible, which affect an airport's ability to implement certain development projects.

The alternatives will be quantitatively and qualitatively evaluated, according to their performance against operational, economic, environmental, and implementation feasibility criteria. A preferred development alternative for each of the functional components will then be selected. Location options and development needs for support facilities will be reviewed and investigated as part of

this phase of the alternatives analysis. Some facilities may have a single, logical development option associated with them. For those facilities, an analysis of alternatives may not be necessary. The alternatives analysis will result in identification of a recommended course of action for the Airport to follow over the ensuing 20-year planning period.

Alternatives to address the following areas will be analyzed:

- Airside pavements (runways, taxiways, aprons)
- Lighting and NAVAIDS
- Landside (parking)
- Facilities (hangars, approaches, and terminal area)

Deliverables: Working paper including graphics and text as appropriate to summarize and document the merits of each alternative developed. The paper will support the development of the Narrative Report. Airport concurrence on the resulting findings will be required prior to moving forward since many subsequent tasks are driven by the findings.

Task 7 Environmental Overview

Consultant will prepare a summary inventory of environmentally sensitive features and the potential impacts upon those as part of the recommended development plan. The inventory will include readily available information and review the following:

- Potential environmental impacts of the selected airspace/land use/airfield/landside plan to allow plan refinement.
- Potential significance of the impacts.
- Possible abatement and mitigation measures that may reduce or eliminate any potentially significant adverse impacts.
- Prior environmental and planning documents.
- Current site conditions at the airport.

A preliminary overview of known environmental resource categories from desktop research or easily visible upon the anticipated on-site inspection will be completed in conformance with the most current FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*, FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*, FAA ACs, and applicable federal, state, and local regulations. Environmental resource categories where an impact may be anticipated will be identified as a potential impact.

The environmental overview is not intended to be a substitute for a NEPA document. It is to provide information on obvious environmental resources applicable to the airport. For ALP updates, a desktop analysis of cultural resource studies or wetland delineations or to define known environmental factors will be conducted using existing digital resources. This scope of work does not include the depth of NEPA review to meet the requirements of an Environmental Assessment or Environmental Impact Statement. No noise contours will be developed as part of this project.

Deliverables: Summary of overview that will be incorporated into the Narrative Report.

Task 8 ALP and Exhibit ‘A’ Property Map

This task will address the development of both the ALP and the Exhibit ‘A’ Property Map. While the Exhibit ‘A’ Property Map is now a sub-element of the ALP per the FAA SOP 2.0 criteria, it is being shown as a separate sub-task (8.2) within Task 8 due to the extensive amount of work required to address FAA SOP 3.0 to bring the existing document into compliance and integrate it into the new ALP document.

8.1 ALP Update

A new ALP set illustrating existing facilities and development recommended for the Airport over the 20-year planning period will be developed in accordance with FAA SOP 2.0.

8.1.1. Development of Base CAD File

The ALP set will be created with the use of aerial photography and associated topographic information generated by NV5 Geospatial. The ALP set will be updated in accordance with FAA SOP 2.0 as well as FAA AC 150/5300-13B Change 1.

8.1.2 Title Sheet

This sheet will include the approval signatures and the approval letter. The final approval letter will be entered into the electronic files so that it will be a part of the complete ALP drawing package. Maps to illustrate the geographic location of the airport will also be shown as well as an index to the ALP sheets.

8.1.3 Data Sheet

This sheet will contain runway data tables, airport data tables, the airport wind rose and wind data table, and other data as appropriate per FAA SOP 2.0.

8.1.4 ALP Sheets (Existing and Future Sheets)

It is anticipated that at least two (2) drawings will be created to show existing and future development of the airport. These plans will be line drawings showing major airport facilities, airport boundaries, runway protection zones, etc.

8.1.5 Aerial Sheet

The Airport Aerial Plan shall be drawn using aerial photography. This sheet is a line drawing showing existing facilities, airport boundaries, and runway protection zones superimposed on an aerial photo. This drawing is not required by the SOP; however, it is found to be very effective for reviewing ALP data.

8.1.6 Building/Terminal Area Plans

This shall be a sheet, or multiple sheets, showing all new and future hangar and terminal related development on the airfield.

8.1.7 Airport Airspace Drawing – FAR Part 77 Sheet

Part 77 surfaces will be superimposed on a USGS quadrangle map. This sheet shall depict objects that violate FAR Part 77 surfaces that have not been identified on the ALP or approach sheets. Top elevation of each obstruction will be listed in a table. The Consultant will receive an obstruction summary from the MDOT AERO that will be included on this drawing. This will include tall structures that are contained in the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) database. The Consultant will field verify the existence of towers noted in the data provided using aerial imagery such as Google Earth. The Consultant will only confirm their existence, but no validation of height or exact location will be part of this contract.

8.1.8 Inner Portion of the Approach Surface Drawings

Approach drawings shall be drawn using the new aerial photography. Each runway end will be illustrated in separate sheets along with future sheets, if necessary, to provide more clarity in the information being conveyed. The locations of objects in plan and profile, existing and future, will be shown on separate sheets. Plan views shall be superimposed on aerial photos or a detailed line drawing.

The data needed for these sheets will be a result of a field survey and photogrammetry to determine obstructions to FAR Part 77 surfaces that must be numbered in plan and profile. The obstructions will be listed numerically in a table describing the obstruction type, top elevation, allowable elevation, amount of penetration, and proposed dispositions. Elevations of roads, railroads, power poles, trees, buildings, etc., in the approaches shall be shown. Part 77 surfaces for existing, future, and ultimate approaches will be shown. The FAA surfaces per AC 150/5300-13B Change 1, NAVAID surfaces such as the precision approach path indicator (PAPI) obstacle clearance surface (OCS) and light signal clearance surface (LSCS), and Michigan State Licensing surfaces will also be included.

8.1.9 Land Use Plan

The Consultant will develop a drawing that reflects the land uses that surround the airport at the time of execution of the project contract. This data will be obtained from data provided by the City of Marshall and Calhoun County.

8.1.10 Exhibit 'A' Property Map

The specific elements of the Exhibit 'A' Property Map are covered in Task 8.2; this task addresses the steps necessary for the inclusion of this data into the ALP set.

8.1.11 ALP Checklist

Using FAA SOP 2.0, Appendix A, the ALP checklist will be developed for review by the Airport POC, the MDOT AERO, and the FAA as part of the Airspace Review process.

An important part of the ALP development is the summary of modifications of standards (MOS) currently in place at the airport, as well as any MOS that may be

identified as necessary as part of the planning process. The Consultant will use data provided by the FAA, MDOT AERO, and Airport to generate this summary. The Consultant will not be responsible for correcting any MOS at this time, only documenting those MOS that exist today.

8.1.12 Narrative Report

Using FAA SOP 2.0, the ALP Narrative Report will be developed for review by the AIRPORT POC, the MDOT AERO, and the FAA as part of the Airspace Review process. This document will utilize the working papers/summaries generated in the previous tasks.

8.1.13 Submission of ALP Package for MDOT AERO Review

The ALP set will consist of 24" x 36" sheets, containing enough data to obtain approvals from the FAA and the MDOT AERO. SOP 2.0 Appendix A, which contains the ALP checklist and outlines in detail the items required on the base ALP sheets, shall become part of the agreement between the Sponsor and the Consultant. All the sheets in the ALP shall depict existing conditions and shall reflect the current FAA standards and the changes based on this study.

The Consultant will submit a draft set of the ALP to the City and Airport for review and comment as part of this task and make necessary edits to address City and Airport comments prior to submitting to the MDOT AERO for comments on the draft ALP set. Consultant will submit a signed copy of the SOP 2.0 checklist to the MDOT AERO for use in the airspace review. Preparation of the ALP set shall be on CAD equipment. Consultant will submit one (1) electronic copy of the draft ALP set, along with an electronic copy of the draft narrative report, the draft ALP checklist, and the draft Exhibit 'A' checklist to MDOT AERO. These will be distributed via an electronic file delivery service.

Consultant expects that the MDOT AERO will provide up to two (2) rounds of comments on the draft ALP set, which will be addressed by the Consultant. Once accepted by the MDOT AERO, the MDOT AERO will submit the draft ALP to the FAA for airspace review via an electronic file delivery service.

8.1.14 Address FAA Airspace Review and Produce Final ALP Set

Upon receipt of FAA airspace review comments, the Consultant will update the ALP and issue the final ALP set to the FAA and the City and Airport for use. An electronic copy will be produced with the full ALP package including the Exhibit 'A' property information, ALP, and Exhibit 'A' Checklist and Narrative Report.

Deliverables: The ALP set includes the Exhibit 'A' property information, ALP, and Exhibit 'A' Checklist and Narrative Report. A file containing GIS Shapefiles or the airport property line will also be provided to MDOT AERO, via electronic delivery.

January 27, 2026

DRAFT

8.2 Exhibit 'A' Property Map

Consultant will develop a new Exhibit 'A' Property Map package, which will be included in the ALP set. This effort will result in several sheets being developed. Rowe will provide the ground survey effort for this task and will coordinate the title search.

8.2.1 Review of Existing Deeds and Title Search

Based upon the current Exhibit 'A', there are only eight (8) parcels noted as either airport owned or encumbered by an easement. However, several of these parcels have multiple owners/tax identification numbers in the current state. Consequently, a title search for approximately fifteen (15) parcels (airport-owned, existing aviation easements) will be conducted to provide a base of property information to work from that is substantiated by recorded documents.

PARCEL NUMBER	FEDERAL PROJECT NUMBER	PARCEL TAX ID # / PIN	CURRENT OWNER
1		53-002-737-00	CITY OF MARSHALL
2	9-20-076-6101	53-002-737-00	CITY OF MARSHALL
3	9-20-076-6101	53-002-737-00	CITY OF MARSHALL
E4	9-20-076-6101	16-360-009-00	SHANLEY GREGORY & JEFFREY & LAWRENC
E5		53-002-635-00	DOWDING TOOL PRODUCTS MARSHALL LLC
		53-002-636-00	JONRACH LLC
		53-002-637-00	ENBRIDGE ENERGY, LTD PARTNERSHIP DUFF & PHELPS
6		53-002-736-05	MECREALTY LLC
		53-002-736-01	M.R.S. REALTY CORPORATION
		53-002-736-03	DOMINIQUE MARSHALL PROPERTY LLC
		53-002-736-04	STAG MARSHALL LLC
E7		53-002-635-00	DOWDING TOOL PRODUCTS MARSHALL LLC
E8		53-002-632-00	MARSHALL MASONIC TEMPLE ASSC
		53-002-633-00	BUCKEYE TERMINALS, LLC PROPERTY TAX - FLORA DAVIS
		53-002-631-00	MEININGER JOSEPH E & CORRIE ANNE

8.2.2 Boundary Survey

A boundary survey is being included in this effort. The Airport will provide the Consultant with all existing title information for airport-owned properties. This information will be used both to support the boundary survey and, in the Exhibit 'A' update. This data will be valuable in the development of the updated drawing set. Rowe staff will conduct the boundary survey, which will cover a significant area representing airport property and existing and future aviation easements. This task is described in detail in **Exhibit E4** (Boundary Survey & Exhibit 'A' Property Map) and **Exhibit E5** (Title Search).

8.2.3 Drawing Development

Consultant, along with Rowe, will develop a new Exhibit 'A' Property Map drawing set expected to include approximately 2-3 sheets of data illustrating both the plan view of the parcels and data tables that address the criteria outlined in FAA SOP 3.0. The Consultant will not be responsible for mitigating any conflicting information identified by the title search or the drawing development. If any conflicts are found

(gaps, overlaps, etc.), they will be summarized in a working page and provided to the Airport for consideration and probable future action.

This includes, but is not limited to:

1. Surveying runway ends to serve as a reference for parcel development, and inclusion of airport specific safety areas into final drawing.
2. Drawing to include section corners and section lines.
3. Illustrating a dedicated airport property boundary, labeled with bearing and distance, and the individual airport property parcels that make up that boundary.
4. Showing property parcels with unique designation. Parcel designation found on previous Exhibit 'A' should carry over to new Exhibit 'A.'
5. Describing each segment of a property parcel's boundary in some manner. Metes and bounds, lot and block, plat, or other appropriate property description are acceptable.
6. Parcel information: (often in table format)
 - a. Grantor
 - b. Type of interest acquired
 - c. Acreage
 - d. Type of conveyance instrument
 - e. Liber/book and page of recording
 - f. FAA grant number, including year
 - g. Type of easement (clearing, avigation, utility, right of way, expiration date, easement held by others, subordination agreement, etc.)
 - h. Date and type of release/land use change (aeronautical use, interim use, concurrent use), if applicable
 - i. Utility easements (often in separate table, or labeled on drawing)

The Consultant will not be responsible for mitigating any conflicting information identified by the title search or the drawing development. If any conflicts are found (gaps, overlaps, etc.), they will be summarized in a working page and provided to AIRPORT for consideration and probable future action.

8.2.4 Exhibit 'A' Checklist and Section 163 Review

Consultant will use the FAA SOP 3.0 Checklist to develop the drawing set and will complete the checklist for submission to the FAA for consideration.

Development of an assessment of properties that may be applicable for Section 163 review and subsequent removal from inclusion in the Exhibit 'A' boundary will be included in this task.

8.2.5 Review of Draft by City and Airport POC

The Consultant will submit a draft set of the ALP to the City and Airport for review and comment as part of this task and make necessary edits to address Airport comments prior to submitting to the MDOT AERO for comments on the draft ALP set.

8.2.6 Edits to Address Airport Comments

The Consultant will address City and Airport comments on the draft Exhibit 'A' document and use the draft as part of Task 8.1.14 for the completion of the ALP set. The completed documents will be submitted separately from the ALP set to provide opportunity to review and comment on the Section 163 reviews.

A Land Release Request, if deemed necessary, is NOT part of this scope of services.

8.2.7 Edits to Address MDOT AERO/FAA Comments

The Consultant will address the MDOT AERO/FAA comments on the Exhibit 'A' Property Map drawing set, should any be necessary, once the FAA Airspace Review is completed.

Deliverables: Exhibit 'A' Property Map.

Schedule

The assumption for this schedule is a total of approximately 18 months from Notice to Proceed (NTP) to completion of the draft ALP set that is ready for submittal to the MDOT AERO for review. This schedule is heavily predicated on the collection of the aerial photogrammetry and mapping being collected in the summer of 2026. Tasks that are not dependent upon receipt of the mapping will proceed immediately after receipt of the NTP, as appropriate. If the mapping is not able to be obtained in summer/early fall 2026, then the schedule will be extended by approximately 9 months to account for aerial acquisition in early summer 2027.

Timing for both MDOT AERO and FAA review are outside of the scope of the 18 months for consultant services.

Summary of Exhibits

- **Exhibit E1 – AGIS Attribution List**
- **Exhibit E2 – NV5 - Aeronautical and Topographic Mapping for the ALP**
- **Exhibit E3 – NV5 - Aeronautical Obstruction Survey for ADIP Upload**
- **Exhibit E4 – Rowe – Boundary Survey & Exhibit A Property Map**
- **Exhibit E5 – ORC – Title Search**

Exhibit E1 AGIS Attribution List

1. Aircraftgatestand
 - a. Name
 - b. gateStandType
 - c. jetwayAvailability
 - d. towingAvailability
 - e. groundPowerAvailability
2. Airfieldlight
 - a. Name
 - b. lightingType
 - c. color
 - d. PilotControlFrequency
3. Airportsign
 - a. Name
 - b. signType
 - c. height
 - d. message
4. Apron
 - a. Name
 - b. apronType
 - c. NumberOfTieDowns
 - d. surfaceType
 - e. surfaceMaterial
 - f. surfaceCondition
 - g. fuel
5. Building
 - a. Name
 - b. buildingNumber
 - c. status
 - d. numberOfCurrentOccupants
 - e. lighting
6. Constructionarea
 - a. Name
 - b. Status
 - c. projectName
 - d. projectStatus
7. Fence
 - a. Name
 - b. Type
 - c. Height
8. Gate
 - a. Name
 - b. Type
 - c. Height
 - d. attended
9. Navaidequipment
 - a. Name
 - b. Description
 - c. FAAFacilityID
 - d. NavaidEquipmentType
 - e. NavaidSystemType
10. Parkinglot
 - a. Name
 - b. parkingLotUse
 - c. totalNumberSpaces
 - d. numberHandicapSpaces
 - e. Owner
11. Roadcenterline
 - a. Name
12. Runway
 - a. Name
 - b. surfaceType
 - c. surfaceMaterial
13. Shoulder
 - a. Name
 - b. shoulderType
14. Tanksite
 - a. Name
 - b. tankType
 - c. TopElevation
15. Taxiwayelement
 - a. Name
 - b. taxiwayID
 - c. taxiwayType
 - d. surfaceMaterial
 - e. surfaceCondition
 - f. surfaceType
 - g. Direction

Exhibit E2 – NV5 - Aeronautical and Topographic Mapping for the ALP

January 21, 2026

Ms. Stephanie Ward
Mead & Hunt
2605 Port Lansing Road
Lansing, Michigan 48906

Project: 103245 | Aeronautical Obstruction Survey – Brooks Field Airport (RMY)

Dear Ms. Ward,

This summary of work describes our understanding of the scope of work and services required for an Airport Layout Plan update and aeronautical obstruction survey at the Brooks Field Airport (RMY) located in Marshall, MI. The project will be done in compliance with Airports GIS Program policies and will include an airport airspace analysis for vertically guided operations for existing Runway 10/28. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5070-6B, Change 2 “Airport Master Plans”
- AC 150/5300-13A, Change 1 “Airport Design”
- AC 150/5300-16B “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey”
- AC 150/5300-17C, Change 1 “Standards for Using Remote Sensing Technologies in Airport Surveys”
- AC 150/5300-18B, Change 1 “Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS

Summary of Work

We understand that the purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with Vertical Guidance.

In addition, we will be reviewing the existing Obstacle Authoritative Source (OAS) obstacle data (168 existing objects in OAS within 18B surfaces) and potentially removing obstacles as a part of this project. Any obstacle removals will be completed by NV5 Geospatial using the FAA’s Runway Airspace Management tool.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1”=3,846’ of the obstruction surface areas and 1”= 1,923’ of the airport property. The aerial imagery will cover all of the VG Airspace Analysis surfaces using a Digital Mapping Camera III (DMC III) digital sensor, or comparable, during leaf-on conditions.

From the 1”=3,846 imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0’ pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1”=1,923 imagery, we will produce the following:

- 100 scale mapping with 2’ contours of the existing airport property (576 acres)
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, and VGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, Mead & Hunt, and NV5 Geospatial. NV5 Geospatial will be responsible for preparation and submittal of the Imagery Acquisition Report and all associated data files as required for submission to the FAA Airport Data and Information

Portal (ADIP). The documentation included in the Final Report is the responsibility of the surveyor, NV5 Geospatial.

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. In addition, we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Brooks Field Airport (RMY) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. NV5 Geospatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the MI State Plane Coordinate System, South Zone in International survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

NV5 Geospatial will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- Full field-collected attribution of all airport features
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix for Airport Layout Plan."

Photogrammetric Mapping

We will collect the features normally shown on 1"=100' scale mapping within the mapping limits identified in the exhibit. We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA and Mead & Hunt).

Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to

rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the airport property, with a 0.50' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to ADIP will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.1 Analysis of EXISTING Runway 10/28 with Vertically Guided Operations
(Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS, and VGCS)

Other Obstruction Surveys

As shown in attached exhibits, other obstructions to be provided directly to Mead & Hunt include:

- Existing Runway 10/28 - Part 77 – RW 10 (VIS A) and RW 28 (NPIR(A))
 - All objects within 10 feet
- Existing Runway 10 – AC 13B – Surface 2
- Existing Runway 28 – AC 13B – Surface 4 (20:1)
- Existing Runway 10/28 – PAPI OCS/LSCS (4NM)
- Existing Runway 10/28 - Michigan State Surface
- Future Runway 28 – Part 77 – NPIR(C)
- Future Runway 28 – AC 13B – Surface 4 (20:1)
- Future Runway 28 – PAPI OCS/LSCS (4NM)
- Future Runway 28 - Michigan State Surface
- Elevations on all buildings on airport and all features within approach surfaces off airport

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded to ADIP in ESRI Shapefile format.

Production Schedule

We will work with you to finalize a mutually agreeable schedule for the project after FAA Control Plan approvals. We will make a reasonable effort to maintain the agreed-upon schedule. However, should the project be interrupted by technical problems beyond our control, including control deficiencies or map file re-deliveries rescheduling may become necessary.

Deliverables

NV5 Geospatial will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <https://adip.faa.gov/agis/portal>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to ADIP include:

- Imagery Plan
- Image Delivery (sent to FAA)

- Digital limited landmark detail outside the airport
- Obstruction survey data for **EXISTING** Runway 10/28
- Planimetric data and two foot contours to 18B specs (Shapefile format)
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report

We will deliver the following items to Mead & Hunt:

- Planimetric data and two foot contours in Esri SHP format
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (ortho limits)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF and MrSID (mapping limits)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)
- Other obstruction survey data
- OAS obstacle data spreadsheet containing changes (XLS format)

All digital files will be delivered on FTP or email.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$85,831.00

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by Mead & Hunt. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by NV5 Geospatial.

NV5 Geospatial Representative

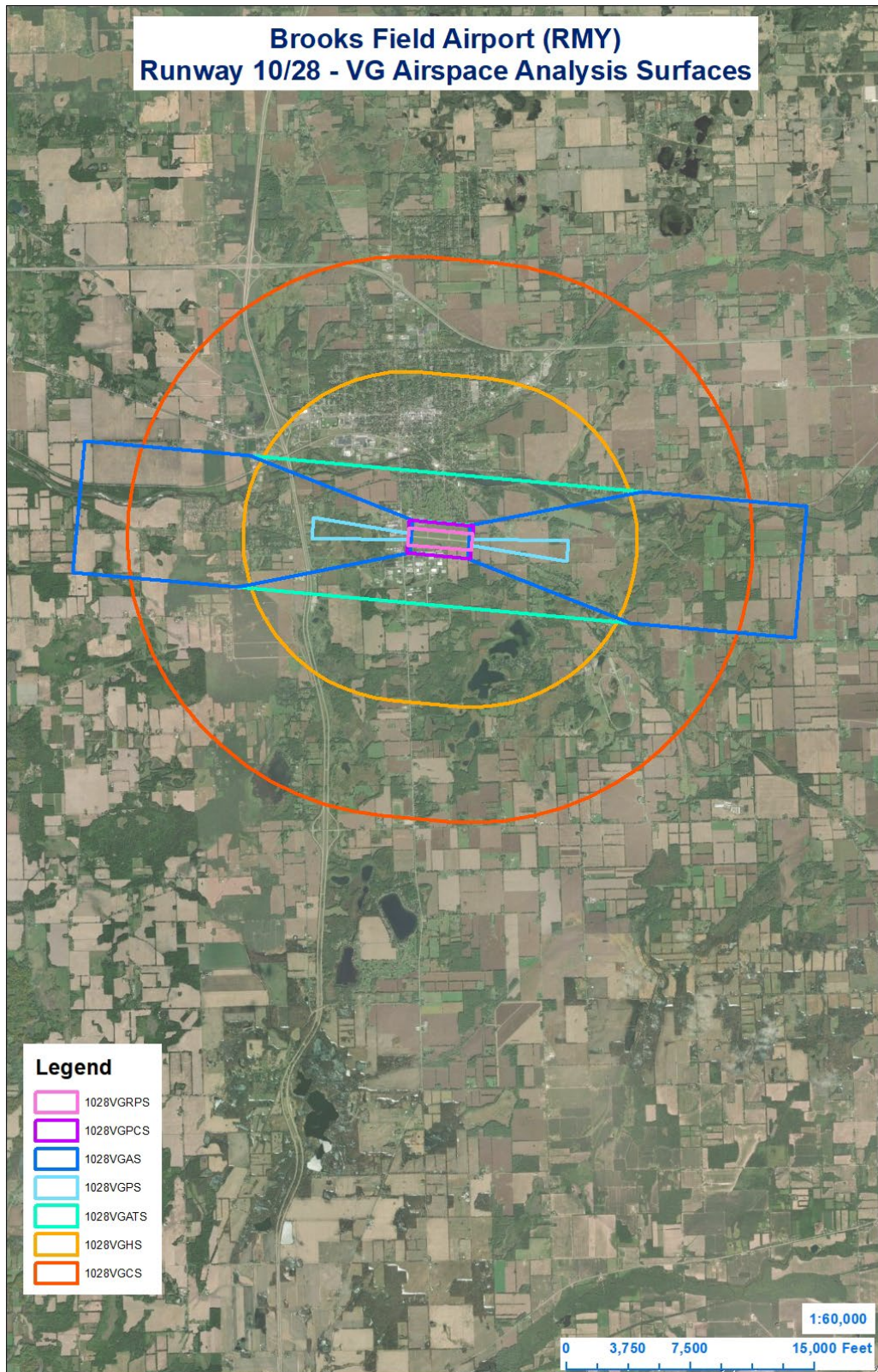
Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

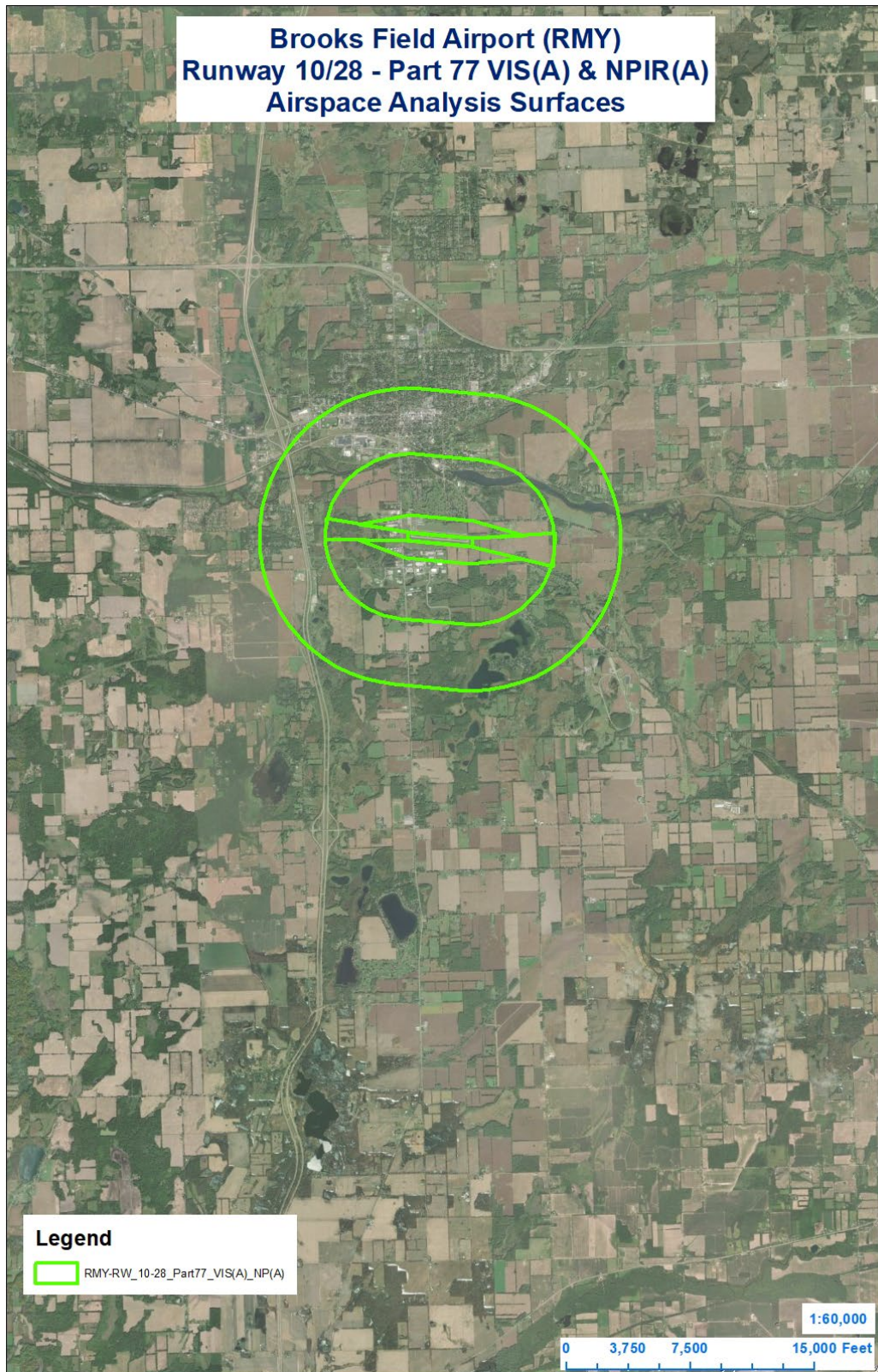
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call me at 803-351-3136 or email me at the address shown below.

Sincerely,

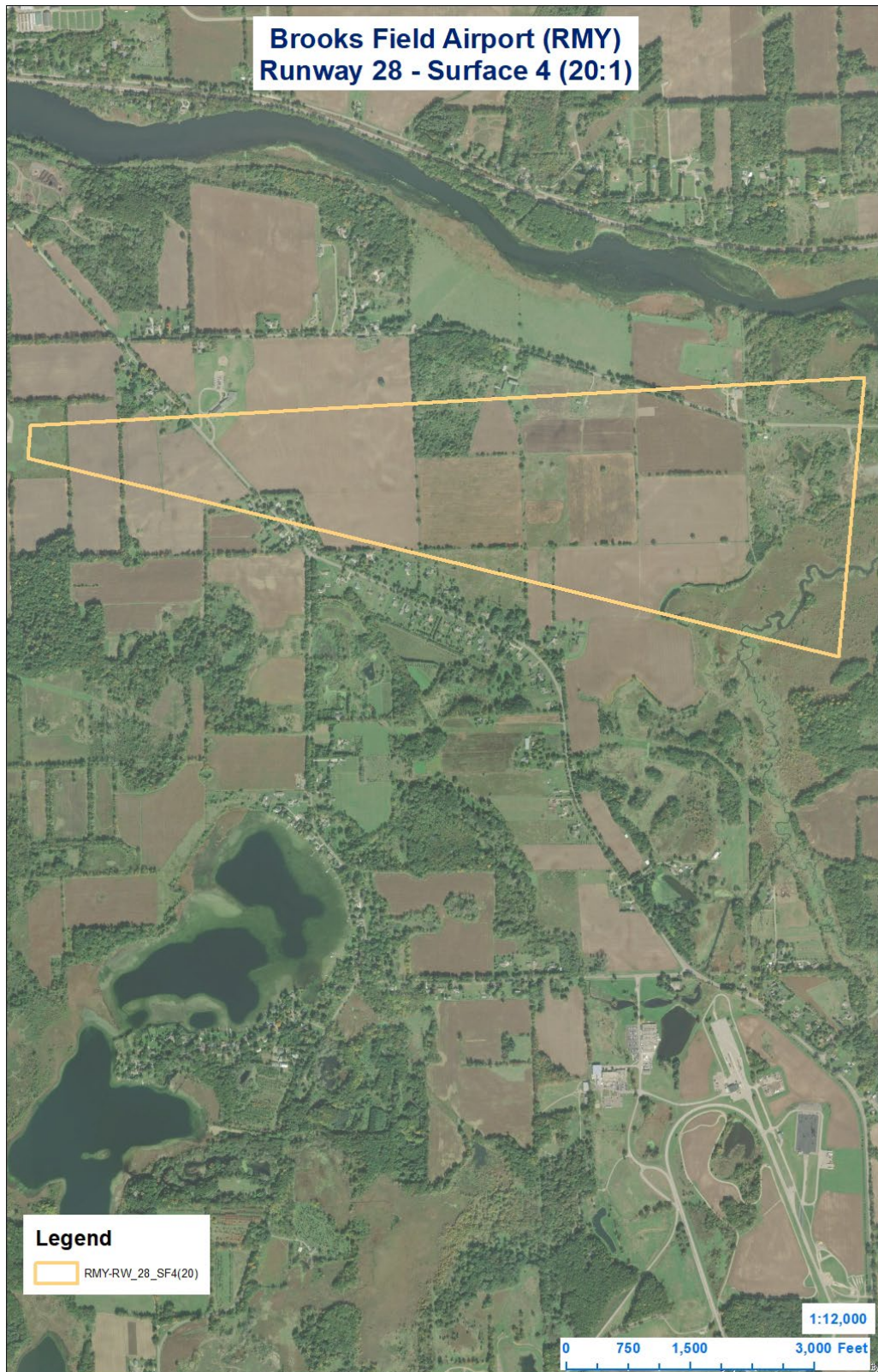


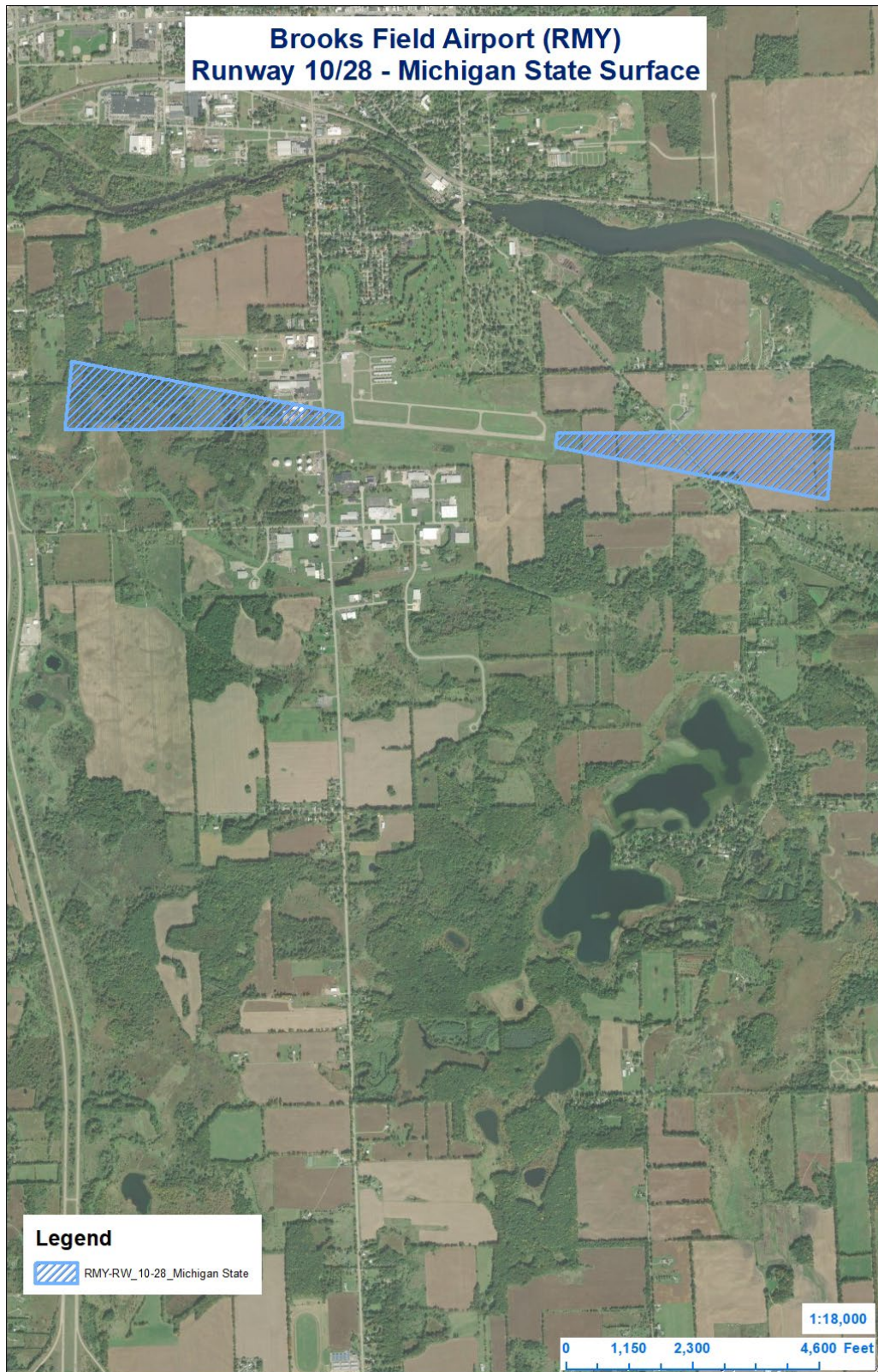
David Grigg, GISP
Aviation Program Director
David.Grigg@NV5.com

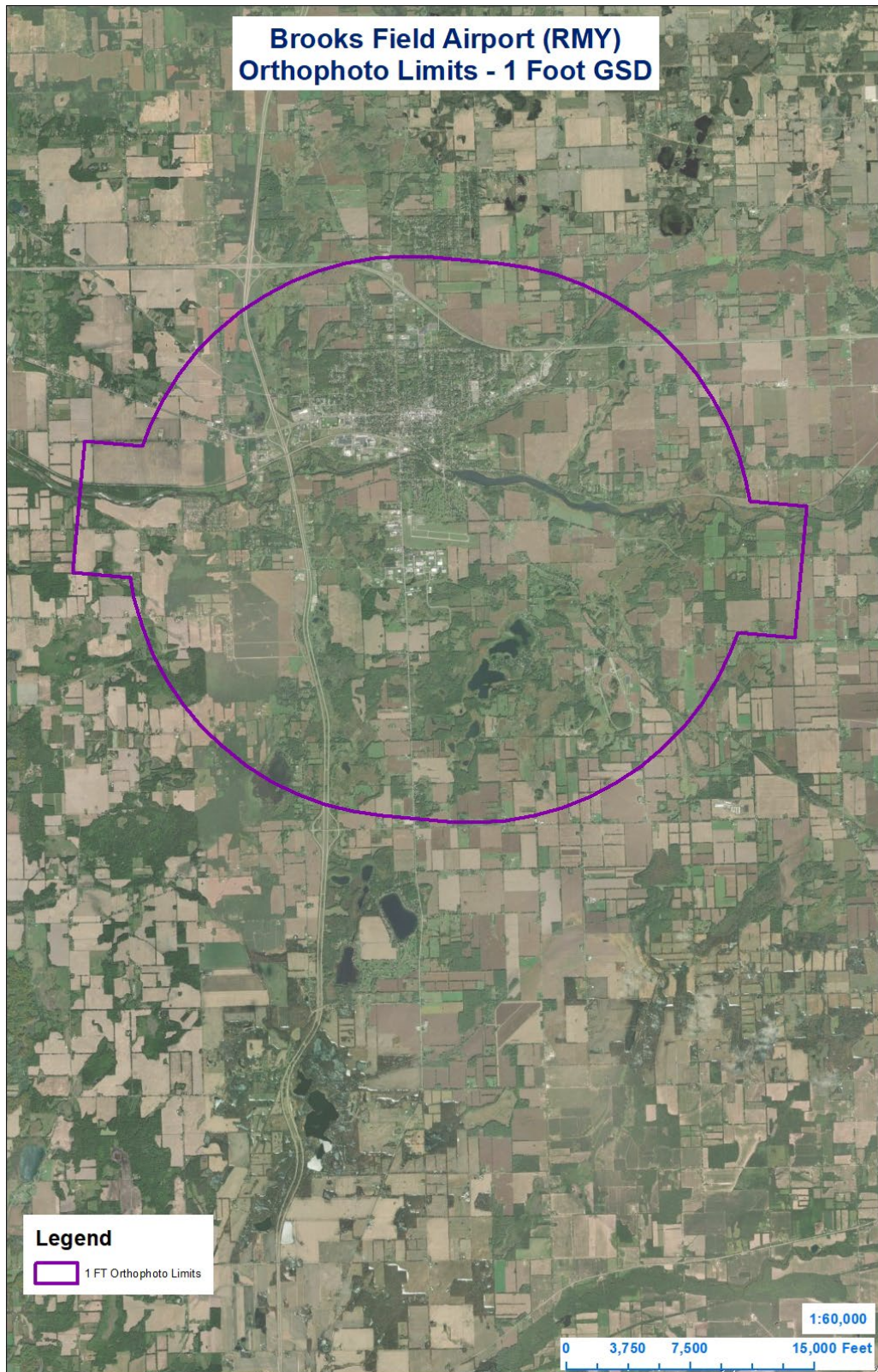


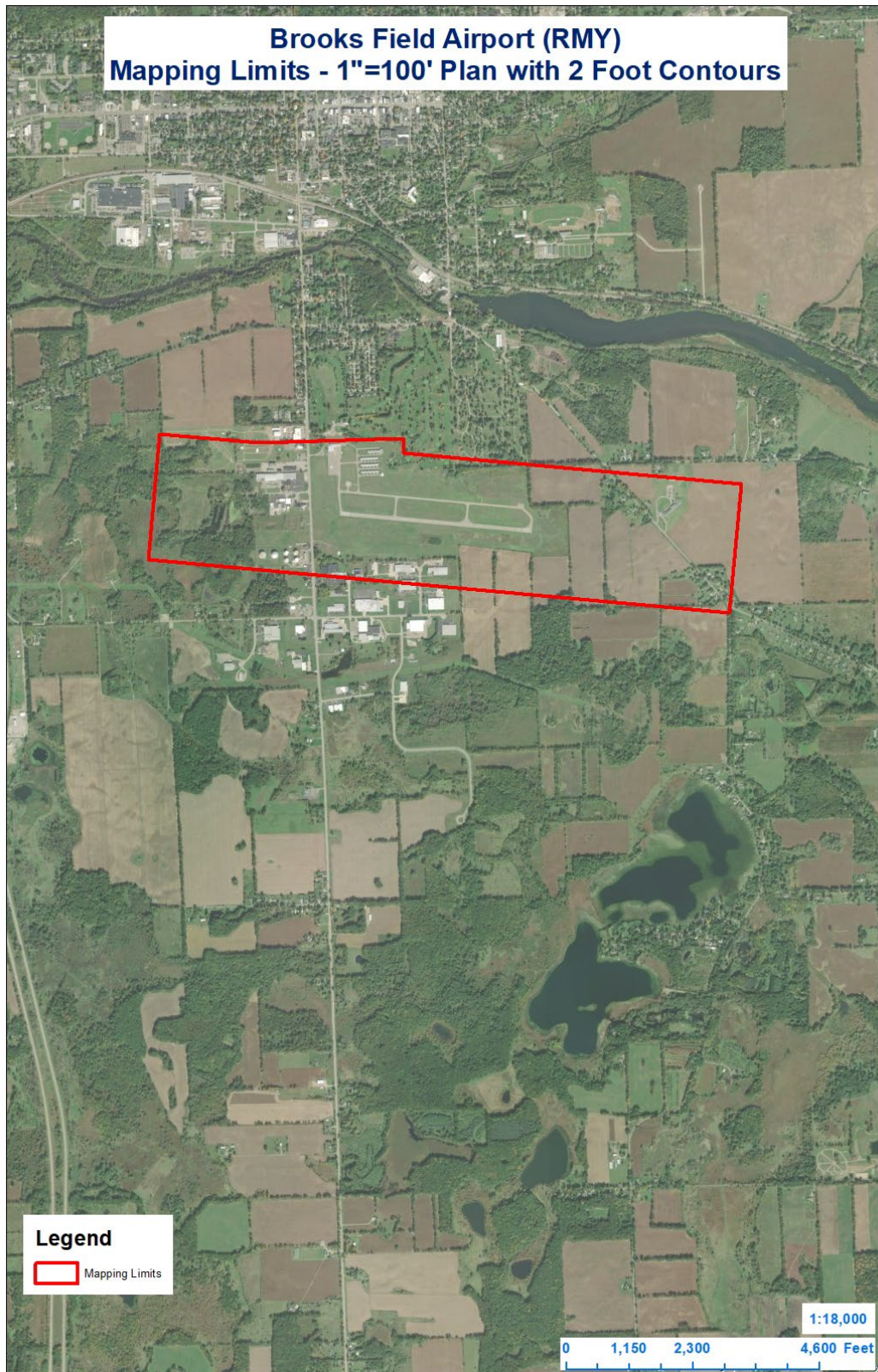


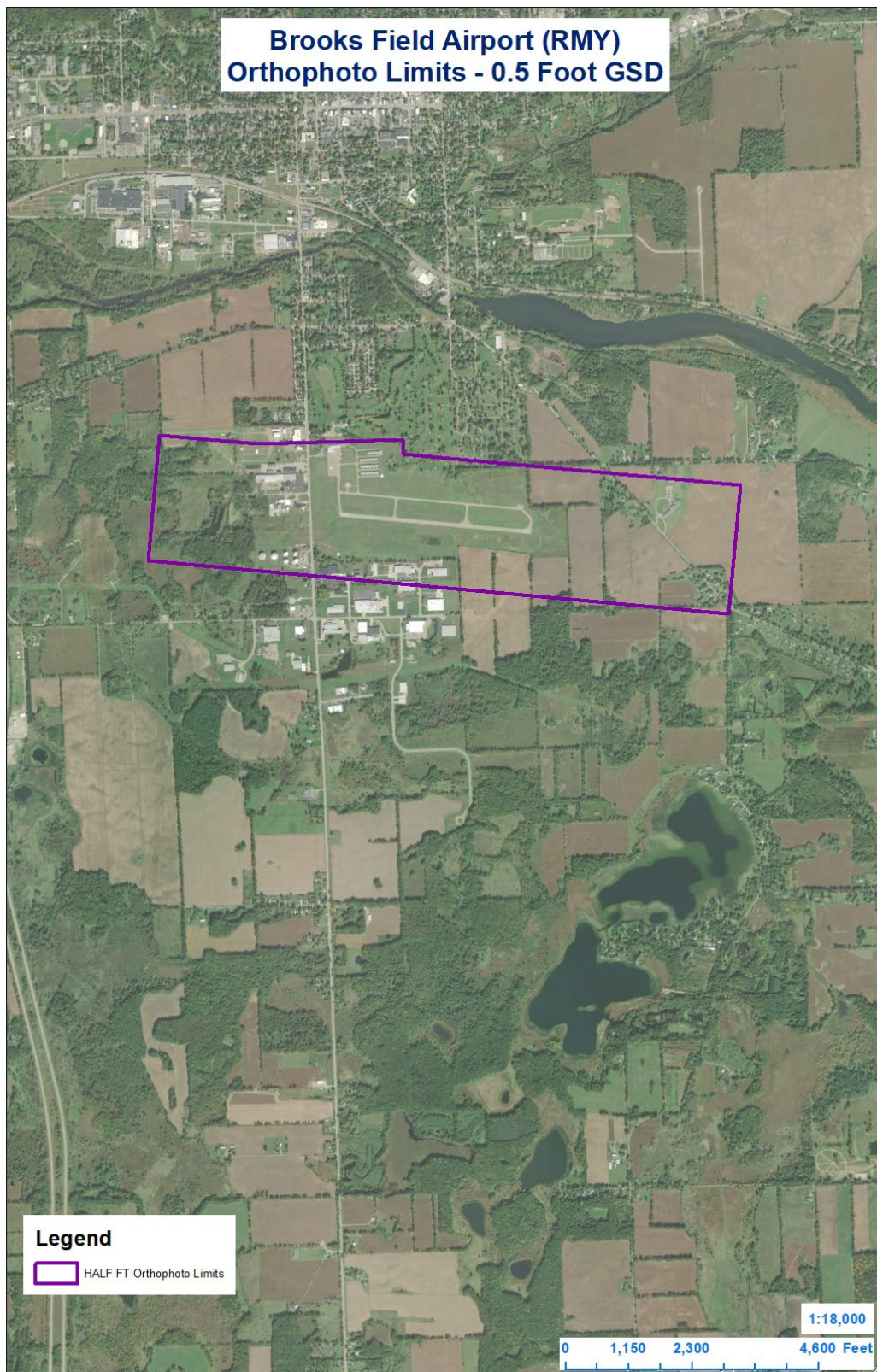




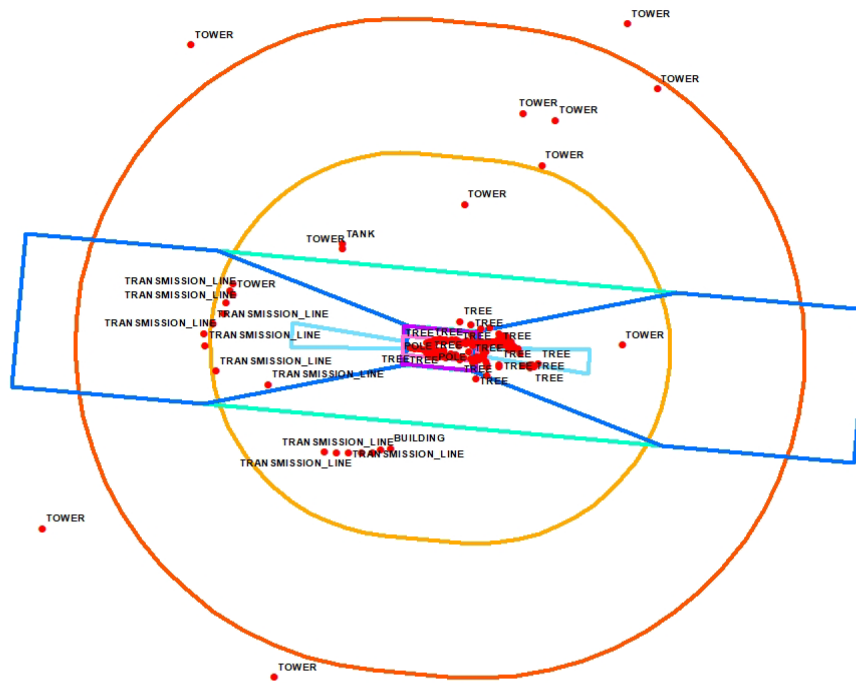








Brooks Field Airport (RMY) Obstacle Authoritative Source (OAS) Features



Legend

- RMY OAS OBS
- 1028VGRPS
- 1028VGPCS
- 1028VGAS
- 1028VGPS
- 1028VGATS
- 1028VGHS
- 1028VGCS

1:60,000
0 3,750 7,500 15,000 Feet

Brooks Field – ALP Update Scope of Services

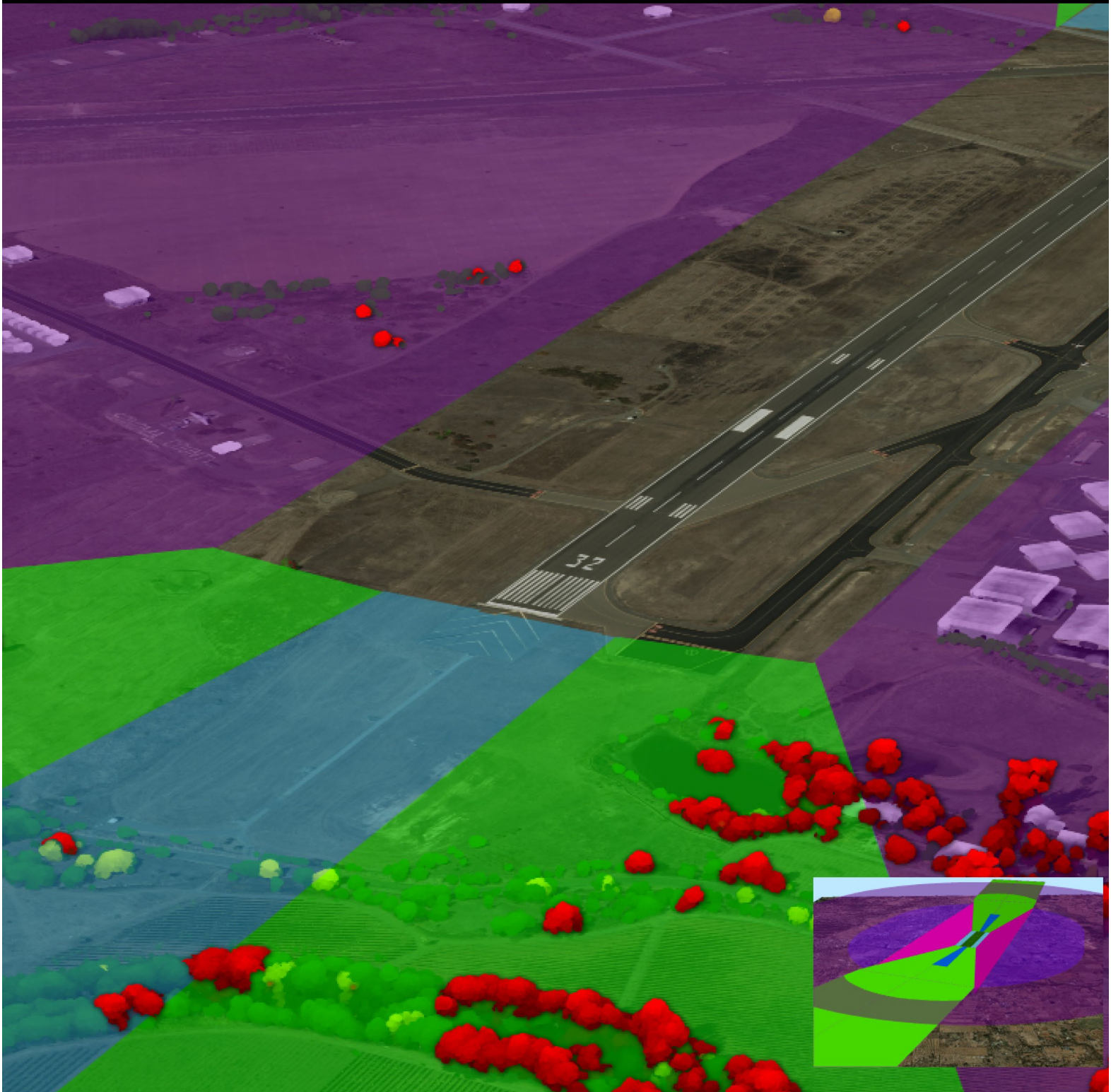
January 27, 2026

DRAFT

Exhibit E3 – NV5 - Aeronautical Obstruction Survey for ADIP Upload

AIRPORT OBSTRUCTION MANAGEMENT

NV5 GEOSPATIAL



www.nv5geospatial.com

January 21, 2026

Stephanie Ward
Mead & Hunt
2605 Port Lansing Road
Lansing, MI 48906

Project: 103059 Airport Obstruction Evaluation – Brooks Field Airport (RMY)

Dear Ms. Ward,

This summary of work describes our understanding of the scope of work and services required to provide obstruction information for obstruction evaluation purposes at Brooks Field Airport (RMY) located in Marshall, MI.

Summary of Work

For this project, we will acquire high resolution (20 ppsm or greater) Lidar data for the defined area. The aerial survey and vegetation analysis will cover all of the defined airspace surfaces as discussed between NV5 Geospatial and Mead & Hunt. See the attached exhibit for area of coverage.

From the 20 pulse per square meter (ppsm) lidar data, we will produce the following:

- Custom Obstruction (natural and manmade) Data Reports including location, height, distance above each obstructed surface, and land parcel data. Manmade features will be defined by type (towers, e.g. cell, radio, water, etc), utility poles, buildings, etc.
- Google Earth .KML file with attributed obstruction data for easy access and navigation
- Esri shapefiles with obstruction data for GIS application including point and polygon obstruction features

Airspace analysis off each existing runway end includes:

- Existing Runway 10/28 - Part 77 – RW 10 (VIS A) and RW 28 (NPIR(A))
- Existing Runway 10 – AC 13B – Surface 2
- Existing Runway 28 – AC 13B – Surface 4 (20:1)
- Existing Runway 10/28 – PAPI OCS/LSCS (4NM)
- Existing Runway 10/28 - Michigan State Surface

Quality Standards

All LiDAR derived classified point clouds meet or exceed Lidar Base Specifications Version 1.0 (USGS, 2012), Guidelines for Digital Elevation Data (NDEP, 2004), and LAS Specification v1.2 (ASPRS, 2009). In addition, NV5 Geospatial's commitment to provide industry-leading data quality is supported by a rigorous internal QA/QC program put in place at project initiation and applied from project planning, through data collection, to final delivery.

Project Area

The project area encompasses Runway 10/28 of the Brooks Field Airport (RMY) inclusive of the obstruction surfaces as defined during discussions between NV5 Geospatial and Mead & Hunt. Total distance off each runway end is 12,500 FT with a distance of 4,000 FT off each side of the runway (see attachment).

Ground Survey

Simultaneous to airborne LiDAR collection missions, NV5 Geospatial will provide ground control survey for this project. This survey will include the collection of 6 control points.

LiDAR Processing

The overall goal of LiDAR point processing is to rapidly create highly accurate data. Processing tasks include: GPS, kinematic corrections, calculation of laser point position, relative accuracy testing and calibrations, classification of ground and non-ground points, assessments of statistical absolute accuracy, and creation of ground and highest hit surface models. Absolute accuracy will be assessed by comparing laser points to ground level survey data (i.e., RTK).

NV5 Geospatial shall use proprietary software to compare the appropriate obstruction identification surfaces for each runway to LiDAR point cloud data to accurately identify each penetrating obstruction. NV5 Geospatial will analyze key details for each obstructions including: location, height, obstruction surface penetrated, amount penetrated, and land parcel data. The final data will be delivered in a format to work with ESRI shape files and Google Earth KML files. Feature attributes will be built into a spreadsheet (with key object identifiers). Delivery formats can be discussed and adjusted between you and NV5 Geospatial as the project continues to develop.

Production Schedule

NV5 Geospatial will deliver the completed data within 75 days after collection of lidar data, ground survey, and the appropriate aviation surfaces have been received. Support from Mead & Hunt and/or airport may be needed for obtaining GIS parcel data for the study area if data is not free and readily available.

Deliverables

NV5 Geospatial will create the following deliverables for all data collected. Formats listed below:

- Overall Obstruction Report in Adobe PDF Format - Listing obstructions found to all aviation surfaces being analyzed. Analysis broken down by parcel, with a summary table and appendix.
- Individual Surface Obstruction Reports in Adobe PDF format - Listing obstructions found to each aviation surface being analyzed. Analysis broken down by parcel, with a summary table and appendix. This reporting follows the same reporting style as the main report.
- Individual Surface Obstruction Spreadsheets in Microsoft Excel XLSX format - Listing obstructions found to each aviation surface being analyzed, but delivered in a Spreadsheet format.
- Individual Surface Obstruction Polygons/Polylines in ESRI Shapefile format - Obstructions being provided in polygon/polyline format, with attribution for each obstruction found.
- Individual Surface Obstructions in Google Earth KML format - Obstruction shown as point data, containing attributed information for each obstruction, each parcel, and general location of the aviation airspace surface being analyzed.

All digital files will be delivered via FTP, email, or external hard drive.

Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$34,486.00.

Client Responsibilities

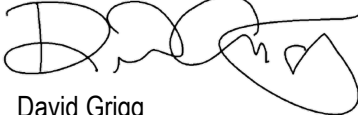
The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by your office. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by NV5 Geospatial.

NV5 Geospatial Representative

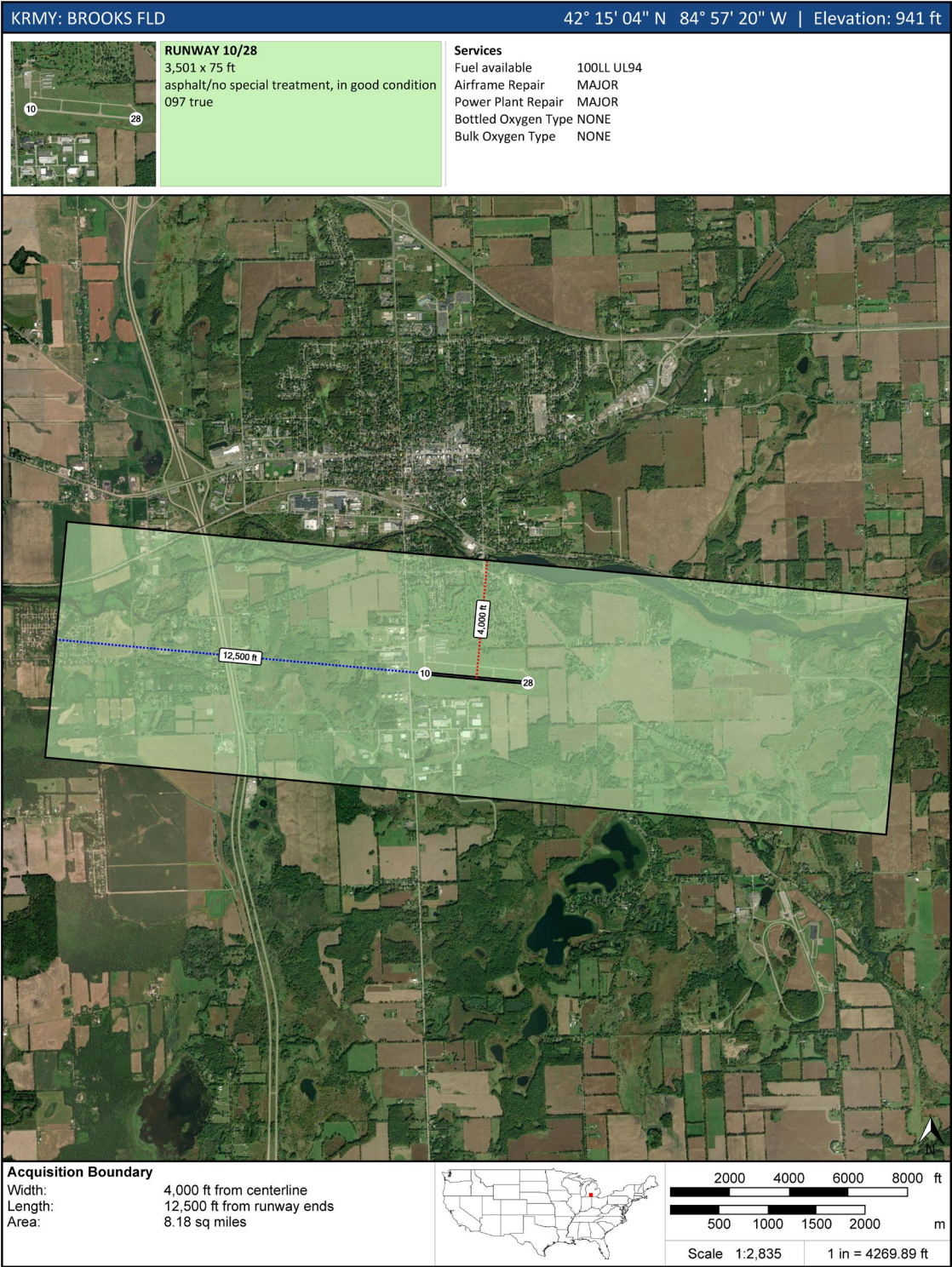
Adam Pike, Lidar Portfolio Manager, will represent us during the performance of the services to be provided under this agreement. He has the authority to transmit and receive instructions and make decisions with respect to the services. He is authorized to commit the necessary resources towards completing the services described herein.

We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call me at 803-351-3136 or email me at the address shown below.

Sincerely,
NV5 Geospatial, Inc.,



David Grigg
Aviation Program Director
David.Grigg@NV5.com



Brooks Field – ALP Update Scope of Services

January 27, 2026

DRAFT

Exhibit E4 – Rowe – Boundary Survey & Exhibit A Property Map



January 7, 2026

Stephanie Ward, AICP, Aviation Planning Manager
Mead & Hunt
2605 Port Lansing Road
Lansing, MI 48906

RE: Exhibit A Boundary Survey, Brooks Field Airport, Marshall, Michigan

Dear Ms. Ward,

ROWE Professional Services Company is pleased to have the continued opportunity to propose our surveying services for the above captioned project. We have reviewed the provided Exhibit A and property boundary survey records. Based upon these items, we have determined the following scope of work and related costs.

Scope Of Work:

Boundary Survey

- Review title work of the subject properties. Title work to be provided by others.
- Perform research of public and private survey records related to the subject properties.
- Perform field survey services to locate PLSS corners and record monuments controlling the subject property boundaries.
- Perform field survey services to locate the corners and lines of the existing property boundary.
- Process and analyze the field data in relation to the title work documents and record surveys.
- Perform field survey to confirm or monument property boundary corners of fee parcels.
- Prepare an Exhibit A drawing depicting the results of the survey, noting any evidence of possible encroachments or boundary discrepancy along airport boundary lines.
- The project will utilize NAD83(CORS2011), MCS South Zone, International Feet.
- Provide C3D digital deliverable of resulting Exhibit A boundary survey and PDF of Exhibit A drawing.

Estimated Fee Exhibit A Survey: \$16,110

SINCE 1962

Flint, MI | Lapeer, MI | Farmington Hills, MI | Grand Rapids, MI | Mt. Pleasant, MI | Oscoda, MI | Grayling, MI | Myrtle Beach, SC

Stephanie Ward, AICP, Aviation Planning Manager

January 7, 2026

Page 2

We appreciate the opportunity to team with you on this project and anticipate being able to provide the above stated services in the requested timeframe to meet the project schedule. Please do not hesitate to contact us if you have any questions or concerns regarding the proposed scope or estimated fees. We are looking forward to working with your team on this project.

Sincerely,
ROWE Professional Services Company

John H. Rauser

Digitally signed by John H. Rauser
DN: C=US, E=jrauser@rowepsc.com,
OU=ROWE Professional
Services Company, CN=John H.
Rauser
Date: 2026.01.07 15:19:11-05'00'

John H. Rauser, PS
Sr. Project Manager

R:\Projects\PROPOSAL\SURVEY\J Rauser\2025\Mead & Hunt\Marshall\Marshall Airport Proposal-Exhibit A Survey.docx

Exhibit E5 – ORC – Title Search

O.R. Colan Associates

Phone: 248-686-0305 Ext 7001

Email: jbuterbaugh@orcolan.com

Website: www.orcolan.com

Date: 01/22/2026

Client Name: Stephanie Ward

Client Title: Airport Planner

Client Organization: Mead & Hunt

Address: 2605 Port Lansing Rd, Lansing, MI 48906

Subject: Proposal and Work Authorization for Title Services- Brooks Field Airport

Dear Ms. Ward,

Thank you for the opportunity to support Mead & Hunt on the Brooks Field Airport's Title Update. This letter serves as both a formal proposal for O.R. Colan Associates ("ORC") to provide the requested title services.

1. Scope of Work

ORC will provide professional title services in support of the Brooks Field Airport's Title Update for **15 parcels**.

The scope includes:

- Creating a line list
- Pulling tax cards
- Contracting/Invoicing with a local title company for 40-year title reports
- Identifying encumbrances and other interested parties
- Communicating with local title agency and project team
- Delivering all title searches and title analysis to the client

2. Schedule

Work is scheduled to begin on July 1, 2026 and is anticipated to be completed by August 31, 2026, subject to client direction, third-party timelines, and project complexity.

Milestone targets:

- Kickoff & mobilization: 07/01/26
- Initial parcel assignments: 07/01/26
- Final deliverables and closeout: 08/31/26

3. Cost and Billing Terms

ORC proposes to perform this work on a Not to exceed amount basis.

Financials:

- Estimated total (Not to exceed amount): **\$23,360.00**
- Hourly rates and categories: See Labor Details Below
- Invoicing: Monthly, net 30 days from invoice date

- Reimbursables: Title Reports from Title Agency

If ORC begins work on any activity, and the activity is removed from ORC's scope, then ORC is entitled to receive partial payment for work completed to that point. A request for partial payment will be supported by appropriate documentation.

4. Project Estimate

- **ORC (Not to Exceed) Labor Estimate**
 - Divisional Director- \$290.00 an hour x 4 hours = \$1,160.00
 - Project Manager – \$180.00 an hour x 30 hours = \$5,400.00
 - Document Specialist – \$130.00 an hour x 15 hours = \$1,950.00
 - Title Reviewer – \$130.00 an hour x 30 hours = \$3,900.00
 - QA/QC Reviewer – \$130.00 an hour x 15 hours = \$1,950.00
 - **Total Labor Estimate = \$14,360.00**
- **Subconsultant Project Estimate (Title searches for 15 files)= \$9,000.00**
- **Total (Not to Exceed) Project Estimate = \$14,360.00**
- **Total Subconsultant Project Estimate= \$9,000.00**
 - **Total Labor Estimate = \$23,360.00**

Any changes to scope, timeline, or budget will be discussed and approved in writing before implementation.

5. Assumptions and Dependencies

- ORC will rely on timely access to project documents, parcel data, and third-party contacts.
- ORC will perform services in accordance with all applicable laws, regulations, and industry standards.
- Our pricing is based on current market conditions and is valid for a period of 90 days from the date of this proposal. If award or notice to proceed occurs after this period, ORC reserves the right to adjust pricing to reflect changes in labor rates, subcontractor costs, or other market-driven factors.
- ORC's rates are subject to an automatic annual escalation of 3%, effective January 1st of the year following the proposal date, and on each subsequent January 1st for the duration of the engagement.
- The proposed pricing is based on the project scope, schedule, and parcel count as outlined in the RFP and related documents. Should the scope of services be reduced, parcel counts revised, or the project schedule materially altered, ORC will review the impact on costs and provide an adjusted fee proposal for client approval.
- If delays outside of ORC's control occur that materially impact the schedule or staff assignments, ORC reserves the right to renegotiate pricing or adjust staffing plans to reflect the revised project timeline.
- ORC intends to utilize our proprietary ORC Parcel Suite® right-of-way management system for this project.
 - Unless otherwise noted, use of Parcel Suite® for project management and reporting is included in our pricing. If additional customization or client-specific reporting functionality is requested, ORC will provide a separate cost proposal.
 - If the client desires direct access to the ORC Parcel Suite® database, execution of a Master Services Agreement (MSA) and user license agreements will be required prior to access being

granted. These agreements ensure data security, compliance with federal/state requirements, and proper use of ORC's proprietary platform.

6. Authorization

To proceed with this work, please sign below and return this letter. Work will begin upon receipt of authorization.

If you have any questions or need further details, don't hesitate to reach out directly. We look forward to continuing our partnership and delivering exceptional results on this project.

Sincerely,
Jill Buterbaugh
Project Manager
O.R. Colan Associates

Authorization to Proceed

By signing below, Mead & Hunt authorizes O.R. Colan Associates to proceed with the services outlined above under the terms stated.

[Client Name] Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

ORC Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT “F”

Professional Services Requirements Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

MEAD & HUNT, INC.
SUBCONSULTANTS
REQUIRED FEDERAL CONTRACT PROVISIONS
FOR
AIRPORT IMPROVEMENT PROGRAM (AIP) FUNDED PROJECTS

Note: Reference to Contractor/Subconsultant/Offeror within these provisions shall be one in the same.)

Federal laws and regulations require that recipients of federal assistance include specific contract provisions in certain contracts, requests for proposals, or invitations to bid. To maintain eligibility of their procurement actions, a sponsor (Owner) must incorporate applicable contract provisions in all federally assisted procurement and contract documents, including all Prime Consultant agreements and their Subconsultants.

Subconsultant's failure to comply with the terms of these contract provisions **(as applicable)** may be sufficient grounds to:

- 1) Withhold progress payments or final payment;
- 2) Terminate the contract for cause;
- 3) Seek suspension/debarment; or
- 4) Take other action determined to be appropriate by the sponsor or the FAA.

The following provisions, as applicable, are hereby included in and made part of the attached Contract between **MEAD & HUNT, INC. and the SUBCONSULTANT (Subconsultant)**. Subconsultant is advised that certain provisions are required to be included in lower-tier subcontracts resulting from this contract where indicated throughout the Provisions.



FAA Airports – Federal Contract Provisions

(Issued on December 29, 2025)

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A1 ACCESS TO RECORDS AND REPORTS

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

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

A2 BREACH OF CONTRACT TERMS

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

*(Include in all contracts that are **\$350k** or more.)*

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

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

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

A3 BUY AMERICAN PREFERENCE

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

The Buy American Preference does not apply to temporary equipment a Subconsultant uses as a tool of its trade, and which **does not remain** as part of the project. If Subconsultant is providing a manufactured good as a deliverable under the contract, the Buy American Preference provision must be included in the agreement.

Certification of Compliance
with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

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

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American

A4 CIVIL RIGHTS - GENERAL
SOURCE 49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Specific Clause that is used for General Contract Agreements

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

Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Subconsultant transfers its obligation to another, the transferee is obligated in the same manner as the Subconsultant.

The above provision obligates the Subconsultant for the period during which the property is owned, used or possessed by the Subconsultant and the airport remains obligated to the Federal Aviation Administration.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Subconsultant (hereinafter includes subcontractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Subconsultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Subconsultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Subconsultant 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 Subconsultant of the subcontractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Subconsultant 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 Subconsultant 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 Subconsultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Subconsultant under the contract until the Subconsultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Subconsultant 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 Subconsultant 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 Subconsultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Subconsultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Subconsultant may request the United States to enter into the litigation to protect the interests of the United States. Title VI Clauses for Deeds Transferring United States Property

A6 CLEAN AIR AND WATER POLLUTION CONTROL

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

(Required for all contracts and lower tier contracts that exceed \$150,000.)

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

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 U.S.C. §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

*This provision applies to professional service agreements that **exceed \$100,000 and employs laborers, mechanics, watchmen, and guards.** This includes members of survey crews and exploratory drilling operations. Property –* While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination.

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract

Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

A8 COPELAND “ANTI-KICKBACK” ACT

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

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

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

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

A9 DAVIS-BACON REQUIREMENTS

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

(Applies to construction, alternation or repair contracts exceeding \$2,000)

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

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

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

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

3. Payrolls and Basic Records.

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

benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

A10 DEBARMENT AND SUSPENSION

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

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

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

A11 DISADVANTAGED BUSINESS ENTERPRISE

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

This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 26, and 49 U.S.C. § 47113, as they pertain to the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). The Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subconsultant shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the sponsor deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Subconsultant from future contracting opportunities.

The Subconsultant agrees to include this clause in all lower-tier subcontracts and subagreements related to this agreement.

In accordance with 49 CFR § 26.29, the prime consultant shall pay the Subconsultant for satisfactory performance of this agreement no later than thirty (30) days from the date the prime consultant receives payment from the sponsor. The prime consultant shall also return any retainage withheld from the Subconsultant within thirty (30) days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these timeframes may occur only for good cause and with prior written approval from the sponsor. This clause applies to both DBE and non-DBE subconsultants.

APPLICABILITY
A Sponsor that anticipates awarding prime contracts totaling \$250,000 or more in Federal financial assistance in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The Sponsor will also identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

A12 DISTRACTED DRIVING

SOURCE Executive Order 13513; DOT Order 3902.10

TEXTING WHEN DRIVING

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

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

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

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

A14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

A14.1 APPLICABILITY

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

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

A15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

49 CFR Part 20, Appendix A

*Incorporate this provision into all contracts **exceeding \$100,000***

CERTIFICATION REGARDING LOBBYING

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

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

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

A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE 29 CFR Part 1910

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

A17 PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

A18 RIGHT TO INVENTIONS

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

Not Applicable

A19 SEISMIC SAFETY

SOURCE 49 CFR Part 41

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

A20 TAX DELINQUENCY AND FELONY CONVICTIONS

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

*(This provision applies to **all contracts funded in whole or part with AIP.**)*

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

A21 TERMINATION OF CONTRACT

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

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

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

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

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

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

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

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

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

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

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

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

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

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

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

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

A22 TRADE RESTRICTION CERTIFICATION

SOURCE 49 USC § 50104; 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

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

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

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

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

A23 VETERAN'S PREFERENCE

SOURCE 49 USC § 47112(c)

(This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.)

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

A24 DOMESTIC PREFERENCES FOR PROCUREMENTS

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

Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.)

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

A25 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

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

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

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

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

END OF FEDERAL CONTRACT PROVISIONS

ATTACHMENT "G"

PRIME CONSULTANT STATEMENT OF DBE SUB-CONSULTANT PAYMENTS

Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

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

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

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

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

FOR MDOT USE ONLY

COMMENTS:

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

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

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subCONSULTANTS. Complete and submit to the Contract Administrator with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

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

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

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

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

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

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

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

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

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

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

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

ITEM: 10.C

ADMINISTRATIVE REPORT



TO: HONORABLE BOARD MEMBERS
FROM: Marcia Strange, Director of Community Development
DATE: August 3, 2026
SUBJECT: HANGAR ROOF DESIGN PROJECT - MDOT CONTRACT

The Airport roof and gutters at the historic, curved roof, hangar are in need of repair and replacement. This project was discussed previously but put on hold due to funding coordination with MDOT. Estimates were collected for the design work and it was decided to stay with Mead and Hunt. This contract is to cover the cost of the design work associated with the roof and gutter scope. We are seeking approval for the contract between the City and MDOT for the estimated total project cost of \$55,320.00.

This amount covers the design cost as requested by our consultant Mead & Hunt (separate item in this agenda).

RECOMMENDATION:

Approve MDOT IIJA Agreement Number 2026-0745 between the City of Marshall and Michigan Department of Transportation, in substantial form, and recommend City Council to give final approval.

Michigan Department of Transportation

Infrastructure Investments and Jobs Act Agreement

MDOT IJA Agreement Number 2026-0745
Grant Number 3-26-0064-29226

The Michigan Department of Transportation (MDOT) has been notified of the attached Federal Aviation Administration (FAA) Infrastructure Investment and Jobs Act (IIJA) Grant. MDOT is responsible for distribution of the funds pursuant to the AERONAUTICS CODE OF THE STATE OF MICHIGAN Act 327 of 1945 and program administration per the State Block Grant Program Memorandum of Agreement.

Per this MDOT IJA Agreement, hereafter referred to as “this Agreement”, MDOT shall enter into an agreement with the airport owner. This Agreement shall obligate the airport owner to comply with each of the terms and conditions contained in the Federal Aviation Administration Infrastructure Investment and Jobs Act, to the Federal Aviation Administration State Block Grant Program Assurances, and to the conditions included in this Agreement.

This Agreement shall convey the requirements, terms, conditions, and assurances contained in FAA IJA Grant number 3-26-0064-29226 to **CITY OF MARSHALL**, on behalf of Brooks Field, whose associated city is Marshall , hereafter referred to as “the Sponsor”, as a recipient of funds channeling through the State of Michigan. Any reference to FAA transfers to MDOT acting as FAA, where applicable. All requirements of the Sponsor contained in the attached FAA IJA Grant are in addition to the requirements contained in this Agreement. The Sponsor agrees to comply with the General Conditions and Special Conditions set forth in this Agreement, the FAA Assurances, and the FAA Advisory Circulars, in the FAA IJA Grant.

This Agreement will be used for the purpose of assigning the rights and obligations of the parties in agreeing to the project estimated in detail in Exhibit 1, dated 2/21/2026. The project cost participation, as defined in attachment(s) 9 is made a part of this Agreement. The actual MDOT, FAA, and Sponsor shares of the project cost will be adjusted at the time of the financial closure of the FAA Grant.

Project Description: Reconstruct Hangar-Main Sponsor-Owned Hangar (replace roof & gutter)-Design

The estimated total **project cost** is \$55,320.00. The Sponsor shall use these funds for the project as described in the FAA IJA Grant. IJA Grant recipients shall follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the funds received under this grant, or any associated subgrants, may not be used for any purpose not related to the airport.

The Sponsor shall make payments to MDOT for the Sponsor's share of the project costs within thirty (30) days of the billing date, if billed. MDOT will not make payments for any project work prior to receipt of payment from the Sponsor for their billed share. Eligible project costs that are paid by the Sponsor may be submitted for credit toward their share if submitted within one hundred eighty (180) days of the cost incurred, or Agreement award date, whichever is later.

The Sponsor shall upload each payment request to MDOT's ProjectWise software.

Each request shall have the following Document Name:

- Associated City_Vendor_IJJA_Invoice Number (Example: Anytown_BestBuilder_IJJA_876.pdf)

Once payment requests and proper documentation are received, MDOT will review, process, and submit to FAA.

The project cost shown includes the maximum obligation of MDOT and federal funds under this Agreement. The maximum obligation of MDOT and Federal funds may be adjusted to an amount less than the maximums shown through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the project reflect a change in the amount of funds needed to fund all project costs. The budget letter will be signed by the Manager of the Airport Planning and Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the project description, provided that the costs are eligible and do not exceed the maximum obligations shown in this Agreement. If the total amount of the project cost exceeds the maximum obligations shown in this Agreement, the project scope will be reduced or a written amendment to this Agreement will be completed to provide additional funds. This will have to be awarded by the parties before the work is started.

In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire project or portions thereof, MDOT, prior to authorizing work performance, may cancel the project or any portion thereof by giving written notice to the Sponsor. In the event this occurs, this Agreement will be void and of no effect with respect to the canceled portion of the project.

Failure on the part of the Sponsor with any of the conditions of this Agreement may be considered cause for placing the Sponsor in a state of noncompliance, thereby making the Sponsor ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the project and/or repayment of all grant amounts on a pro rata basis. In this section, pro rata means proration of the cost of the project over twenty (20) years.

Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the project under this Agreement.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the Sponsor of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the Sponsor's performance but are undertaken for the sole use and information of MDOT.

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

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

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

With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:

In connection with the performance of project work under this Agreement, the Sponsor (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The Sponsor (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Agreement.

The Sponsor will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

The Sponsor agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the Sponsor. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

The Sponsor further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

In addition to all specific requirements, terms, conditions, and assurances contained in the attached FAA IJIA Grant, the Sponsor shall ensure strict adherence to the following audit requirements:

The Sponsor will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement. Separate accounts will be established and maintained for all costs incurred under this Agreement.

The Sponsor will maintain the records for at least six (6) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute regarding allowable expenses or any other issue under this Agreement, the Sponsor will thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

MDOT or its representative may inspect, copy, scan, or audit the records at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the Sponsor will assure compliance with the above requirements for all subcontracted work.

The Sponsor agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement which includes the FAA Grant attached to this Agreement. The Sponsor also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

If an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, MDOT will promptly submit to the Sponsor a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the Sponsor at the completion of an audit.

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

MDOT will make its decision about any Notice of Audit Results and response within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the Sponsor, the Sponsor will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the Sponsor fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the Sponsor agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the Sponsor under this Agreement or any other agreement or payable to the Sponsor under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The Sponsor expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the Sponsor in a timely filed response.

This Agreement will be in effect from the date of award (the date of the final signature) through twenty (20) years.

The Sponsor agrees to comply with all portions of this MDOT IJA Agreement.

As attached (with PDF attachment of preliminary injunction) hereto, on June 19, 2025, the U.S. District Court for the District of Rhode Island issued a preliminary injunction against the imposition of immigration-enforcement conditions on federal transportation funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The execution of agreements by MDOT and the acceptance of funding from the United States Department of Transportation and its component agencies are subject to that preliminary injunction and should not be construed as a certification as to the immigration conditions or as a waiver of any rights by MDOT or the State of Michigan.

Sponsor: CITY OF MARSHALL

Authorized Sponsor Signatory: _____ Date: _____

Authorized Sponsor Signatory Printed: _____

MICHIGAN DEPARTMENT OF TRANSPORTATION

MDOT Signatory: _____ Date: _____

Michigan Department of Transportation

MDOT Signatory Printed: _____

EXHIBIT 1
BROOKS FIELD
MARSHALL, MICHIGAN

Project No. 3-26-0064-29226
Job No. 216198PE
IJA AIG

2/21/2026

	Eligibility	Federal	State	Local	Total	
DESIGN (PE)		\$ 52,554.00	\$ 2,766.00	\$ -	\$ 55,320.00	
Reconstruct Hangar-Main Sponsor-Owned Hangar (replace roof & gutter)- Design	95%	\$ 47,804.00	\$ 2,516.00	\$ -	\$ 50,320.00	216198PE
IFE - Hangar Roof PE	95%	\$ 4,750.00	\$ 250.00	\$ -	\$ 5,000.00	216198PE

	Federal	State	Local	Total
TOTAL PROJECT BUDGET	\$ 52,554.00	\$ 2,766.00	\$ -	\$ 55,320.00
216198PE	\$ 52,554.00	\$ 2,766.00	\$ -	\$ 55,320.00

TOTAL PROJECT PERCENTAGE	95.00%	5.00%	0.00%	100.00%
216198PE	95.00%	5.00%	0.00%	100.00%

Federal Billing Breakdown: JN 216198PE

Bill 1 \$ 52,554.00 3-26-SBGP-29226 Awarded 7/16/2026

Bid Date & Type: N/A

Performance End Date: 7/15/2030 SBGP 29226

MAC Approval: 5/20/2026

INITIATOR: ZB
QA:

ATTACHMENT X
REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: CITY OF MARSHALL
3. Recipient's DUNS Number: UEI PLHLA25J9BA8
4. Amount of Federal funds: \$52,554.00
5. Federal Grant Number(s): SBGP 29226
6. Grant Award Date(s): 7/16/2026
7. MDOT Project Number: 3-26-0064-29226
8. Project Description: See Project Description on page one (1) of this contract.
9. CFDA Number, Federal Agency, Program Title:
CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-292-2026
11. Federal Award Date: 7/16/2026
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 7/15/2030
14. Amount of Federal Funds obligated by this action: \$52,554.00
15. Total amount of Federal Funds obligated: \$52,554.00
16. Total amount of the Federal award: \$52,554.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E., Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 9

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the cost of the consultant hired to do preliminary/design engineering for the PROJECT.
2. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

4. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B

(Aeronautics)

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

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

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

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

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

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

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

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

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

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

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<u>ARFF and SRE EQUIPMENT AND VEHICLES:</u> The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<u>EQUIPMENT OR VEHICLE REPLACEMENT:</u> The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	<u>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</u> The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u> The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment. The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.
Airport	ALP & AIP Funded Construction	AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
Airport	Lighting - Operation and Maintenance	LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
Airport	Temporary NAVAIDS	TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
Airport	Construction on land not yet acquired/ Good Title	NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
Airport	Construction on land not yet acquired/ Good Title	TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) N/A until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	<u>DBE PLAN:</u> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	<u>ENVIRONMENTAL:</u> The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures: Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures. The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	<u>EMAS BLOCK PRE-PURCHASE:</u> The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	<u>EQUIPMENT ACQUISITION:</u> The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	<u>FRICTION MEASURING DEVICES:</u> The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS - ILS Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	<u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	Fence - Wildlife	<u>WILDLIFE FENCE:</u> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	Land - Revise Exhibit "A" Property Map	<u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	Land acquisition -Future Land	<u>FUTURE DEVELOPMENT LAND:</u> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	Master Plan - Coordination	<u>COORDINATION:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the utilities specified in the Engineering Plans and Proposal included in the project must not exceed costs agreed upon in the Plans, Proposal, and Contract Changes and then calculated in total as a percent.
Airport	Utility Relocation	<u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<u>OBSTRUCTION REMOVAL:</u> The Sponsor agrees to clear Parcel(s) as identified on the Engineering Plans, Proposal, and Contract Changes, as shown on Exhibit "A" Property Map, of the following obstructions: Obstructions as identified and called out on the Engineer Plans, as identified in the field, and as directed by the Engineer and then documented in the As-Built Plans at construction completion prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
Airport	Pavement Exceeding \$500,000	<u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u> The Sponsor agrees to: a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA. c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement. d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
Airport	Pavement maintenance	<u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
Airport	RPZ Acquisition	<u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	RPZ Acquisition	<u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	<u>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</u> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire the Fee Title or Easement as called out by legal description in signed, applicable agreements separate from this one, as appropriate, in the Runway Protection Zones for runways that presently are not under its control within a reasonable number of years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	<u>LOW EMISSION SYSTEMS:</u> The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	<u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	<u>BUILDING AIP PRORATION:</u> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.
Airport or Noise	Noise Land	<u>ACQUISITION OF NOISE LAND:</u> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<u>ANNUAL NOISE REPORT:</u> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. 7) Other information as required by the FAA.
All Sponsor Types	Plans and Specifications	PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specification s Certification	PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that: 1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project; 2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.
All Sponsor Types	Design-Only Subgrants	DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.
All Sponsor Types	Force account	FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	<u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	<u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions: 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	Non AIP work in project	<u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that: 1) the Project includes the planning and/or construction of any items specified in the Plans, Proposal, and Contract Changes that is not being funded with any Federal funding in this project; 2) although the Sponsor has estimated a total project cost of Costs shown in the Attached Exhibit 1 of this Contract, the total allowable cost for purposes of determining federal participation will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes; 3) it must maintain separate cost records for the AIP and non-AIP work; 4) all cost records must be made available for inspection and audit by the FAA; 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and 6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.
All Sponsor Types	Planning Scope of Work	<u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	Fuel farms	FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE		
IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO			IS THIS THE FINAL INVOICE? ☐ YES ☐ NO				
CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		\$	\$				
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		\$	\$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE			
PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
COMMENTS			

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

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

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

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

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

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

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

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

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

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes
Region
Michigan

Detroit Airports
District Office:
11677 S Wayne Rd,
Ste 107
Romulus, MI 48174-
1412

July 15, 2026

Director Bryan Budds
MDOT Aeronautics
2700 Port Lansing Road
Lansing, MI 48906

Dear Bryan Budds:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-26-SBGP-292-2026 at Michigan State Block Grant Program is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 3, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred**

project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report, within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Dana Channaoui, (734) 229-2907, Dana.H.Channaoui@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Katherine S Delaney
 Katherine S Delaney (07/15/2026 13:36:17 EDT)
 Katherine S. Delaney, Assistant Manager
 Detroit Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) SBGP GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date July 15, 2026

Block Grant Number

Airport Grant Number 3-26-SBGP-292-2026

Unique Entity Identifier TRR5GXJJ9254

TO: State of Michigan
(herein called the "State")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of federal funds for airport planning, development, and noise program implementation projects conforming to 49 United States Code (USC) Chapters 471 and 475, as permitted under 49 USC § 47128 at non-primary airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer federal funds for Sponsors of covered airports;

WHEREAS, the State has submitted to the FAA a State Block Grant Project Application dated 4/2/2026, for a grant of federal funds at or associated with Michigan State Block Grant Program Airport, which is a covered airport in Michigan and is included as part of this State Block Grant Agreement (Agreement);

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the State Block Grant Project Application to provide a grant of federal funds (herein called the "Grant") to the State for eligible and justified projects (herein called the "Projects") for the following covered airports:

Non-Primary Development under the State Block Grant Program for reconstruct hangar (roof replacement, 8,320 sqft) design, at the Brooks Field Airport (RMV), Marshall, MI.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58)(as applicable); and the representations contained in the State Block Grant Project Application for; and in consideration of:

- (a) the State's acceptance of this Offer;
- (b) the State's participation in the SBGP;
- (c) the State's adoption and ratification of the attached Grant Assurances, and the State's inclusion of the Grant Assurances and terms and conditions herein applicable to the Project(s) in any subawards issued to Sponsors of covered airports using these Grant funds; and
- (d) the benefits to accrue to the United States and the public from the accomplishment of the Project(s) at the covered airport(s) and compliance with the Grant Assurances, and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$52,554.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):

\$0 for planning

\$52,554 for airport development or noise program implementation; and,

\$0 for land acquisition.

(BGD2026 \$52,554.00)

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

- a. Period of Performance:

- i. Start Date: The date the State formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. End Date: Four (4) years to the calendar day from the date of acceptance.
- iii. Extension of the Period of Performance (PoP): The State may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time

extension may not be exercised for the sole purpose of using unobligated balances.

- iv. Applicability to Subawards: All subawards issued by the State to Sponsors of covered airports under this agreement shall be subject to the Period of Performance defined in this agreement.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this agreement.

b. Budget Period:

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a) and any extension of the PoP end date.
- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (see Multi-Year Grant Special Condition if applicable).
- iii. All subawards issued by the State to Sponsors of covered airports under this agreement shall be subject to the budget period defined in paragraphs 2(b)(i) and 2(b)(ii).

c. Appropriation Period of Availability and Expenditure:

- i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
- ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
- iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

The State shall begin the closeout process upon physical completion of the Project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the POP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the State must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the State does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The State fails to comply with the terms and conditions of this agreement;
- ii. The State fails to obtain or provide any grant contribution as required by the agreement;

- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the State;
- iv. Any project(s) changes that the FAA determines are inconsistent with the FAA's basis for selecting the project(s) to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The State requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Requirements for Subgrants.

The State must incorporate all federal contract provisions that apply to the Project(s), including, but not limited to the following in all subawards issued to Sponsors under this agreement and require compliance by the sponsors of the covered airports included in this agreement:

- a. The terms and conditions attached to this agreement;
- b. At least one of the following, as applicable:
 - i. Current version of assurances for Airport Sponsors, or
 - ii. Current version of assurances for Non-Airport Sponsors Undertaking Noise Compatibility Program Projects, or
 - iii. Current version of assurances for Planning Agency; and
- c. All information required by 2 CFR § 200.332.

- 4. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the State is prohibited from including and will prohibit Sponsors from including any costs in the grant funded portions of the project(s) that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

- 5. Indirect Costs – State and Sponsor.** The State may allow a Sponsor to charge indirect costs under this award by applying the indirect cost rate, as approved by a federal cognizant agency and as identified in the subaward, to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the Project(s). The State may charge indirect project costs under this grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.

- 6. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

- 7. Completing the Project without Delay and in Conformance with Requirements.** The State must assure, and must require the sponsor to assure, that projects are carried out and completed without undue delays and in accordance with this Agreement, 49 USC Chapters 471 and 475 IJJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the State agrees, and will require sponsors agree, to report and request prior

FAA or State approval for any disengagement from performing a project funded under the Grant and subgrants that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the stoppage. The State agrees, and will require sponsors agree, to comply with the attached grant assurances, which are part of this agreement. These assurances, conditions, and any addendums apply to subgrants issued under this grant as provided for in Condition No. 3, Requirements for Subgrants.

8. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
9. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before August 3, 2026, or such subsequent date as may be prescribed in writing by the FAA.
10. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The State must take all steps, and must ensure sponsors take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this agreement, the term “federal funds” means funds however used or dispersed by the State, that were originally paid pursuant to this or any other federal grant agreement. The State must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The State must return the recovered federal share, and will ensure sponsors return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the State must furnish to the Secretary, upon request, and shall ensure sponsors return to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State or sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
 - b. The State must promptly comply, and will ensure sponsors comply, with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
11. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Agreement or subawards, including, but not limited to, any action taken by a State or sponsor related to or arising from, directly or indirectly, this agreement.
12. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the State or sponsor is exempted from this requirement under 2 CFR § 25.110, the State must maintain, and will ensure Sponsors maintain the currency of its information in SAM until the State submits the final financial report required under this grant or receives the final payment, whichever is later. This requires that the State review and update, and will require the sponsor review and update, the information at least annually after the initial

registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

13. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
14. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA or the State determines that the maximum grant obligation of the United States exceeds the expected needs of the State or sponsor, as applicable, by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the State unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of funds, issue a letter to the State increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

15. **Environmental Standards.** The State is required to comply, and will ensure sponsors comply, with all applicable environmental standards, as further defined in the Grant Assurances, for all Project(s) in this agreement. If the State or a sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this agreement or any subaward issued for project(s) funded in this agreement, as applicable.
16. **Financial Reporting and Payment Requirements.** The State will comply, and will ensure sponsors comply, with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
17. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the State will not acquire or permit any sponsor, contractor, or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The State will include a provision

implementing Buy American in every subaward, contract, and subcontract awarded under this grant.

18. **Build America, Buy America.** The State must comply, and will ensure sponsors comply, with the requirements under the Build America, Buy America Act (P.L. 117-58).
19. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this agreement:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - i. 15 percent; or
 - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the State requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

20. **Audits for Sponsors.**

PUBLIC SPONSORS. The State must provide, and must ensure sponsors provide, for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the State shall provide one copy of the completed audit to the FAA. State and Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, State, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

21. **Suspension or Debarment.** The State must:

- a. Immediately disclose to the FAA whenever the State:
 - i. Learns a sponsor has entered into a covered transaction with an ineligible entity; or
 - ii. Suspends or debars a contractor, person, or entity.
- b. Include a provision in all subawards that requires sponsors entering into "covered transactions," as defined by 2 CFR § 180.200, to:
 - i. Verify the non-federal entity is eligible to participate in this federal program by:
 - a) Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
 - b) Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

- c) Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - ii. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. The State must also insert this clause on suspension or debarment in all subawards, contracts, and subcontracts that result from this Grant.

22. **Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State is encouraged to, and will encourage sponsors to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subaward.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The State must insert and must ensure sponsors insert the substance of this clause, and must ensure sponsors insert this clause, on banning texting while driving in all subawards, contracts, and subcontracts funded with this Grant.

23. **Trafficking in Persons.**

- a. *Posting of contact information.*
 - i. The State will ensure that sponsors post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
 - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
 - a) Severe forms of trafficking in persons;
 - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - c) The use of forced labor in the performance of this grant; or any subaward; or
 - d) Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - 4. Charging recruited employees a placement or recruitment fee; or
 - 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
 - a) Is determined to have violated a prohibition in paragraph 2.a (PoP). of this grant; or
 - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
- i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
 - a) Is determined to have violated a prohibition in paragraph 2.a. (PoP) of this condition; or
 - b) Has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
 - 1. Associated with the performance under this grant; or
 - 2. Imputed to the sponsor or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*
- i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP). of this grant.
 - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs b.ii.(Budget Period) and c.i. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78 and is in addition to all

other remedies for noncompliance that are available to the FAA under this grant.

- iii. The recipient must include the requirements of paragraph b.i. (PoP) of this grant award term in any subaward it makes to a private entity.
- iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this Grant award, term:*

- i. "Employee" means either:
 - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
 - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- ii. "Private Entity" means:
 - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
 - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

24. **Exhibit "A" Property Map.** The State will ensure, and will require sponsors to ensure, that any airport receiving funding under this agreement has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4712(a)(2), an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 USC § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Co-Sponsor.** If the State awards a subaward to an airport with more than one sponsor, the State will require all the co-sponsors to understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

27. Reporting Subawards and Executive Compensation.

- a. State Reporting Requirements of Subawards.
 - i. In accordance with the Federal Funding Accountability and Transparency Act (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), the State must report each action that obligates, per 2 CFR § 170.220, \$30,000 or more in federal funds for a subgrant to a subaward recipient (sponsor) unless the State is exempt. More information can be found at 17 CFR § 229.402(c)(2).
 - ii. The State must report each subgrant to <http://www.fsrs.gov> or the Federal SAM.gov successor system.
 - iii. The State must report the subaward information no later than the end of the month following the month in which the obligation (the subaward) was made. For example, if the subgrant was made on November 7, 2025, the subgrant must be reported by no later than December 31, 2025.
 - iv. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov> or the Federal SAM.gov successor system.
- b. State Reporting Total Compensation of State Executives.
 - i. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 - a) The total federal funding authorized to date under this grant is \$30,000 or more;
 - b) In the preceding fiscal year, the State received:
 - 1. 80 percent or more of the annual gross revenues from federal grants, procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - 2. \$25,000,000 or more in annual gross revenues from federal grants, federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.
 - ii. The State must report its executive total compensation:
 - a) As part of the State's registration profile at <http://www.sam.gov>.
 - b) By the end of the month following the month in which this award is made, and annually thereafter.
- c. State Reporting of Subrecipient Executive Total Compensation.
 - i. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if:

- a) In the subrecipient's preceding fiscal year, the subrecipient received:
 - 1. 80 percent or more of its annual gross revenues from subgrants, federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - 2. \$25,000,000 or more in annual gross revenues from subgrants, federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act; and
 - 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.
 - ii. The subrecipient must report subrecipient executive total compensation:
 - a) To the State.
 - b) By the end of the month following the month during which the State makes the subaward. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
 - d. Exemptions. If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
28. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The State agrees to comply with, and will ensure sponsors agree to comply with, mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
29. **Critical Infrastructure Security and Resilience.** The State acknowledges that it has considered and addressed, and will ensure sponsors acknowledge that they have considered and addressed, physical and cybersecurity and resilience in project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
30. **Title VI of the Civil Rights Act.** As a condition of a grant award, the State shall demonstrate that it complies with, and shall ensure sponsors demonstrate that they comply with, the provisions of Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101 et seq.), U.S.

Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The State shall affirmatively ensure that when carrying out any project supported by this grant that sponsors comply with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

31. Applicable Federal Anti-Discrimination Laws. The State agrees:

- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4); and
- b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) initiatives that violate any applicable federal anti-discrimination laws. The State will insert this condition in all subawards, contracts, and subcontracts that result from this Grant.

32. National Airspace System Requirements.

- a. The State shall cooperate, and ensure sponsors cooperate, with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The State shall not take actions, and shall ensure sponsors do not take actions, that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
- b. If the FAA determines that the State has violated paragraph a. of this condition, the FAA may impose a remedy, including:
 - i. Additional conditions on the award;
 - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR § 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the State or sponsor to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR Part 180; or
 - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The State acknowledges, and will ensure sponsors acknowledge, that amounts that the FAA requires the State or sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

33. **Signage Costs for Construction Projects.** The State will ensure that sponsors require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agree to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

34. **Environmental - Mitigation Measures.** The environmental approval for this project was issued on 2/23/2026.
35. **Design Grant.** This agreement is being issued in order to complete the design of a project funded under this agreement. The State understands and agrees, and will ensure that the sponsor understands and agrees, that within two (2) years after the design is completed, the State will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The State also understands, and will ensure that the sponsor understands, that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this agreement, the FAA may suspend or terminate grants related to the design.

The State's acceptance of this offer and ratification and adoption of the State Block Grant Project Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the projects funded under this grant and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement will become effective upon the State's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated: July 15, 2026

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Katherine S Delaney

Katherine S Delaney (07/15/2026 13:36:17 EDT)

(Signature)

Katherine S Delaney

(Typed Name)

Assistant Manager

(Title of FAA Official)

Part II - Acceptance

The State does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the State Block Grant Application and incorporated materials referred to in the foregoing offer and does hereby accept this offer and by such acceptance agrees to comply with all of the terms and conditions in this offer and in the State Block Grant Application and other applicable provisions of federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this day of July 15, 2026

State of Michigan

(Name of Sponsor)

Bryan F Budds

Bryan F Budds (07/15/2026 13:38:32 EDT)

(Signature of State's Designated Official Representative)

By: Bryan F Budds

(Typed Name of State's Designated Official Representative)

Title: Aeronautics Director

(Title of State's Designated Official Representative)

¹ Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF STATE'S ATTORNEY

I, James Shell, acting as Attorney for the State do hereby certify:

That in my opinion the State is empowered to enter into the foregoing State Block Grant Agreement under the laws of the State of Michigan. Further, I have examined the foregoing State Block Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); and FAA Reauthorization Act of 2024 (P.L. 118-63). In addition, for subgrants awarded under this grant involving projects to be carried out on property not owned by the State or appropriate sponsor, there are no legal impediments that will prevent full performance by the State or sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated this day of July 16, 2026

James Shell
 By: James Shell (07/16/2026 13:41:13 EDT)
(Signature of State's Attorney)

² Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

AVIATION STATE BLOCK GRANT PROGRAM ASSURANCES

General.

These assurances are required to be submitted as Part III of the three-part application forms by States applying to participate in the State Block Grant Program under Title 49, United States Code, section 47128, and Title 14, Code of Federal Regulations, Part 156. Participating States shall comply with these assurances in the performance of any grant agreement executed as a result of this application.

1. Incorporated in Grant Agreement.

Upon acceptance by the State of the grant offer, these assurances and all assurances, as well as applicable terms and conditions are incorporated in and become part of the Grant Agreement.

2. Federal Requirements.

The State agrees to comply with federal procedural and other standard requirements for administering the block grant.

3. Program Reporting.

The State agrees to provide the FAA with such program or project information as the DOT Secretary may require, as described in the agreement and in compliance with 49 USC Chapters 471 and 475.

4. Obligated to Standard Assurances.

- a. For all projects where the State is the owner of the airport(s), the State shall be obligated to comply with the standard AIP Assurances entitled “Assurances – Airport Sponsors” and “Assurances – Non-airport Sponsors Undertaking Noise Compatibility Program Projects,” as appropriate to the individual project. These standard assurances are attached to and become part of these Aviation State Block Grant Program Assurances.
- b. For all projects benefiting an airport owner other than the State, the State shall enter into an agreement with the airport owner. The agreement shall obligate the airport owner, or the State, to comply with each of the attached assurances as well as terms and conditions contained in this agreement that would have been applicable to the airport owner had it applied directly to the FAA for a grant to undertake the project. The agreement shall address the transfer and delegation to the airport owner of State obligations to the FAA, if desired. The agreement and changes thereto must be satisfactory to the Administrator of the FAA.

5. Compliance Responsibilities.

The State shall take steps to enforce agreements for subgrants with each airport owner benefiting from the State Block Grant Program if noncompliance with the terms of the agreement is evident or presented to the State. This compliance responsibility shall be assumed by the FAA at the termination of the State Block Grant Program, or as otherwise agreed to by the State and the FAA.

6. Environmental Responsibilities.

A State that is subject to its own environmental requirements comparable to requirements of the National Environmental Policy Act (NEPA) of 1969 (“NEPA-like,” as defined in regulations issued by the U.S. Council on Environmental Quality (CEQ)) shall follow its own requirements. If the State has no such requirements, it shall follow applicable CEQ regulations.

7. State Resources.

The State assures that sufficient funds will be available for that portion of project costs that are not paid by the United States, and that sufficient qualified personnel will be available to carry out its responsibilities under this grant in a timely manner satisfactory to the FAA.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.¹
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 USC § 874.¹

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.
a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by government aircraft in common with other aircraft at all times without charge, except, if the use by government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or

conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**State of Michigan**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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 , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([AC Checklist for AIP, IJJA and PFC Projects | Federal Aviation Administration](#)) for AIP projects as of 4/2/2026.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

RECEIVED

By Christy M. Gabany at 9:48 am, Apr 06, 2026

5a. Federal Entity Identifier:

3-26-SBGP-XXX-2026

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Michigan Department of Transportation

*b. Employer/Taxpayer Identification Number (EIN/TIN):

*c. UEI:

TRR5GXJJ9254

d. Address:

*Street 1: 2700 Port Lansing Road

Street 2:

*City: Lansing

County/Parish:

*State: Province: MI

*Country:

*Zip / Postal Code USA: United States

48906-2610

e. Organizational Unit:

Department Name:

Michigan DOT

Division Name:

Office of Aeronautics

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____ *First Name: Zach

Middle Name: _____

*Last Name: Bormet

Suffix: _____

Title: Project Engineer

Organizational Affiliation:

MDOT Office of Aeronautics

*Telephone Number: 231-262-2163

Fax Number:

*Email: bormetz1@michigan.gov

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

A. State Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.117 Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number:**

N/A

*Title:

N/A

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

Non-Primary Development under the State Block Grant Program for reconstruct hangar (roof replacement, 8,320 sqft) design, at the Brooks Field Airport (RMV), Marshall, MI

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: MI-05

*b. Program/Project: MI-05

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date:

*b. End Date:

18. Estimated Funding (\$):

*a. Federal	\$ 52,554
*b. Applicant	\$ 0
*c. State	\$ 2,766
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 55,320

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Linn _____

Middle Name: _____

*Last Name: Smith _____

Suffix: _____

*Title: Deputy Director, MDOT Office of Aeronautics

*Telephone Number: 517-335-9949

Fax Number:

* Email: smithl50@michigan.gov

*Signature of Authorized Representative: Linn Smith

Digitally signed by Linn Smith
DN: CN = Linn Smith email = smithl50@michigan.gov C = US
O = MDOT OU = Aeronautics
Date: 2025.04.23 15:21:55 -0600

*Date Signed: 4/2/2026

EXHIBIT 1
BROOKS FIELD
MARSHALL, MICHIGAN

Project No. 3-26-0064-xxx26
 Job No. 216198PE
IJA AIG

2/21/2026

	Eligibility	Federal	State	Local	Total	
DESIGN (PE)		\$ 52,554.00	\$ 2,766.00	\$ -	\$ 55,320.00	
Reconstruct Hangar-Main Sponsor-Owned Hangar (replace roof & gutter)-Design	95%	\$ 47,804.00	\$ 2,516.00	\$ -	\$ 50,320.00	216198
IFE - Hangar Roof PE	95%	\$ 4,750.00	\$ 250.00	\$ -	\$ 5,000.00	216198

	Federal	State	Local	Total
TOTAL PROJECT BUDGET	\$ 52,554.00	\$ 2,766.00	\$ -	\$ 55,320.00
216198	\$ 52,554.00	\$ 2,766.00	\$ -	\$ 55,320.00

TOTAL PROJECT PERCENTAGE	95.00%	5.00%	0.00%	100.00%
216198	95.00%	5.00%	0.00%	100.00%

Federal Billing Breakdown: JN 216198

Bill 1 \$ 52,554.00 3-26-SBGP-xxx26 Awarded xx/xx/2026

Bid Date & Type: N/A

Performance End Date: TBD

MAC Approval: 5/20/2026

INITIATOR: ZB
QA: PN



TO: Betsy Steudle, MDOT Aeronautics

FROM: Eric Zuzga, Director of Community Services

DATE: November 11, 2022

SUBJECT: Brooks Field Main Hanger Improvements

Project Summary

Brooks Field serves the Marshall community and surrounding areas of Calhoun, Branch, Eaton, and Jackson counties. The main hanger and space rented to Griswold Aviation (maintenance garage and former terminal space) comprise the space in the historic structure at Brooks Field. The roof on the building is nearing the end of its life and is in need of replacement. Staff have fixed numerous leaks in the roof over the last few years.

Need for the Facility

The facility has existed at Brooks Field since the 1930s and is the most recognizable aspect of the airport. All T-Hangar space at the airport is currently leased which results in the main hangar serving a necessary role with permanent and temporarily based aircraft. There are on average 3-4 aircraft in the main hangar each month.

The building also houses Griswold Aviation which is a very important part of the airport and community's success. Griswold brings in aircraft from all over Michigan, Indiana, and Ohio. Their clients buy fuel at the airport and frequent businesses in downtown Marshall. Griswold also supports many local businesses by buying local for its needs.

Revenue to be produced by the facility

The lease rate for the main hangar is \$150 per month, resulting in annual revenue of \$5,400. Griswold Aviation rents the maintenance garage and the old terminal area of the building for \$525 per month, for an annual revenue of \$6,300. The main hangar

space is also used for pancake breakfast/chili lunches from April through October. In 2022, these events brought \$2,300 in revenue.

Estimated Cost for the facility

Item	Estimated Cost	Year
Engineering	\$42,890	2023
Roof and Gutter Replacement	\$214,500	2024
Total Estimated Cost	\$260,000	

There are very few ongoing operational costs as Griswold pays almost all of the utility expenses for this structure. The fuel system is adjacent to the structure and the communication and electric bills for this system are housed in the building, but not necessarily attributable to the building.

The replacement of the roof is expected to last 30 years and is the only major maintenance needs for the structure for the foreseeable future.

Project Description

The proposed project is the complete replacement of the roof over the main structure at Brooks Field. In addition, the gutters will be replaced to ensure that the building foundation is protected. Estimates were received from local roofing companies, but final costs will be determined during the design and bidding process. It is essential for the long-term health of Brooks Field that the roof project is completed.

Rules and Regulations Compliance:

It is the intent for this project to comply with all applicable laws and regulations at the federal, state, and local levels including building codes current at the time of project design.

ATTACHMENT E
Design Scope of Services
Brooks Field
Marshall, Michigan
Main Hangar Roof Improvements
October 10, 2025

This project includes the design services, development of construction documents, and bidding services for the construction of roof replacement and gutter replacement for the existing main hangar building at Brooks Field in Marshall, Michigan. It is anticipated that this project will be funded by FAA Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grants (AIG) along with state and local funds.

Project Understanding

The main hangar improvements project includes the following:

- Roof replacement of approximately 18,050 square feet to include removal of existing roof material and installation of a new roof. Minor improvements to the roof parapets related to roofing, flashing, and gutter replacement will be included. The existing rooftop, wood deck platform will be removed by the airport to facilitate construction. The airport's three letter identifier (RMY) will be included on the new roof to match existing.
- Gutter replacement to include removal of existing gutter/downspout and installation of new gutter/downspout. All downspout terminations on grade or into receptor system shall remain the same as existing.

The project construction budget excluding construction administration is currently estimated at five hundred sixty thousand dollars (\$560,000).

Project Schedule

It is estimated that the design period will begin in the late fall of 2025 and be completed in early winter of 2026. Once design is completed, it is estimated that the bidding period will take six weeks and be completed in March 2026. Construction of the project is anticipated to take place in the fall of 2026 or spring of 2027.

Scope of Services

The scope of services for this work is summarized below.

Project Management

The CONSULTANT shall manage the services and administer the project. The CONSULTANT shall consult with the SPONSOR, MDOT, and the FAA, research applicable design criteria, develop any project alternates, attend virtual project meetings (two included) plus development of meeting minutes, and communicate with members of the project team.

The CONSULTANT shall attend an on-site project kick-off meeting with the SPONSOR prior to or during the initial stages of design to evaluate existing conditions, review SPONSOR's needs for the project, and discuss schedule. Meeting minutes will be developed and shared with attendees.

When the project requirements have been sufficiently identified, the CONSULTANT shall prepare, and periodically update a project schedule that shall identify milestone dates for decisions required of the SPONSOR, design services provided by the CONSULTANT, and completion of documentation.

Schematic Design

Schematic design is a part of the design process where expectations are set and budget & schedule are established. Schematic design determines the general scope, preliminary design, scale, and relationships among the components of the project.

The schematic design shall be finalized as a part of this project to assign initial tasks, define project deliverables, collect and exchange initial data, and generally discuss initial concepts. A project schedule shall be finalized indicating the design schedule, bidding schedule, and possible construction schedule.

The deliverables provided at the conclusion of the schematic design shall be architectural roof plans, building elevations, key building sections, and construction safety phasing plan. Corresponding construction cost information will be provided.

Specific elements of this phase include:

- Review existing conditions, complete field documentation, and obtain/analyze roof core samples
- Preliminary building, health, safety, and planning code review (State of Michigan, Calhoun County, and City of Marshall considerations should they apply)
- Schematic level design calculations
- Schematic level architectural documents
 - ✓ Preliminary drawings including roof plans.
 - ✓ Construction safety phasing plan to maintain airport operation.
 - ✓ List of specifications and general materials.
- Preliminary opinion of probable construction cost
 - ✓ To include construction and other soft project costs. The opinion shall be based on the defined project solutions and work that will be required to construct the main hangar improvements.
- Final schematic design documents to the SPONSOR
 - ✓ Prepare meeting agenda.
 - ✓ Review documents with the SPONSOR at virtual meeting and incorporate SPONSOR comments.
 - ✓ Prepare and distribute meeting minutes.
 - ✓ Obtain SPONSOR approval to proceed to construction documents phase.

Construction Documents

The CONSULTANT shall prepare construction drawings based upon the approved design and refine the extent, configuration, relationships, and dimensions of the work to be done. Construction documents generally contain roof plans, building elevations, building sections, details, diagrams, schedules, construction safety phasing plan, and specifications. The CONSULTANT shall produce construction drawings for the project utilizing CAD. Documentation and drawings shall be coordinated between disciplines, written specifications, and other project requirements.

The deliverables provided at the conclusion of the Construction Document Phase shall be bid plans and specifications and updated probable construction cost information.

Specific elements of this phase include:

- Building code
 - ✓ Apply code requirements to design and incorporate into documents.
 - ✓ Obtain appropriate local approval from building departments.
- Complete design calculations
- Complete construction drawings
 - ✓ Construction Safety Phasing
 - ✓ Architectural drawings
- Complete specifications and “front end” documents, including state and federal provisions
- Complete opinion of probable construction costs
- Final construction documents to SPONSOR for review
 - ✓ Meet with SPONSOR to review documents .
 - ✓ Obtain SPONSOR approval to proceed to bidding phase.
 - ✓ Prepare/distribute meeting minutes .
 - ✓ Incorporate SPONSOR comments into documents.
- Complete QAQC review
- Plan approval submittal
 - ✓ Submit Construction Safety Phasing Plan and Form 7460, Notice of Proposed Construction or Alteration to the Federal Aviation Administration (FAA).
 - ✓ Submit signed and sealed plans/specifications to building official for review and comment.
 - ✓ The costs for the plan application fees will be paid for directly by the SPONSOR. These costs are not included in this workscope.
 - ✓ Respond to one code review within the compensation schedule. The CONSULTANT shall revise construction documents for this code review response, should it be necessary.
 - ✓ Additional or on-going code reviews by building, fire, and code officials, if required, will be an amendment to this contract.
- Plan distribution
 - ✓ Deliver electronic format of bidding documents for distribution to bidders.

The CONSULTANT shall not be responsible for the cost of reproducing the bidding documents for the contractors proposing to bid the project. One set of final documents shall be provided to the SPONSOR and MDOT.

Bidding

Bidding services shall include the following:

- Bidding assistance
 - ✓ Advertise project with MDOT and local publications.
 - ✓ Attend and conduct a pre-bid meeting at the project location.
 - ✓ Assist SPONSOR in obtaining bids.
- Issue clarifications during bid period
 - ✓ Answer contractor questions.

- ✓ Prepare and distribute addenda.
- ✓ Investigate requested substitutions of specified materials.
- ✓ Advise SPONSOR as to acceptability of substituted materials/equipment.
- Evaluation of bids and qualifications
 - ✓ The CONSULTANT shall host the bid opening as identified in the bid advertisement.
 - ✓ Assist the SPONSOR in the bid analysis and prepare a bid item tabulation.
 - ✓ Assist the SPONSOR in reviewing contractor qualifications and references.
 - ✓ Prepare a recommendation to award for SPONSOR and MDOT'S acceptance or rejection of the as-submitted bids.

Work and Expenses Not Included

The following items are not included in the scope of services, but could be provided as an additional service as authorized by the SPONSOR:

- Plan approval or code review application fees
- Local planning and zoning public meetings
- Hazardous material assessment
 - ✓ If hazardous materials are found in the work area, the SPONSOR shall contract separately to mitigate and/or have them removed.
- Environmental design
 - ✓ It is anticipated that this project will receive environmental clearance via "cat-ex" to be completed by MDOT. If it is determined that other environmental concerns are impacted by this construction and mitigation is required, the required design must be done under a separate agreement.
- The cost of reproducing the bidding documents for the contractors proposing to bid the project
- Re-bidding of project or contractor negotiations after bidding
- Development of AIA construction contract (to be included in CA amendment)
- Construction administration services (to be included in CA amendment)
- Commissioning services during construction
- Sustainable design certification services during construction

SPONSOR Responsibilities

The SPONSOR shall provide the following to the CONSULTANT:

- A single point of contact with authority to review and provide comments
- Access to the project area
- Timely review of documents

ITEM: 10.D

ADMINISTRATIVE REPORT



TO: HONORABLE BOARD MEMBERS
FROM: Marcia Strange, Director of Community Development
DATE: August 3, 2026
SUBJECT: HANGAR ROOF DESIGN PROJECT - MEAD AND HUNT CONTRACT

The Airport roof and gutters at the historic, curved roof, hangar are in need of repair and replacement. This project was discussed previously but put on hold due to funding coordination with MDOT. Estimates were collected for the design work and it was decided to stay with Mead and Hunt. This contract is to cover the cost of the design work associated with the roof and gutter scope. We are seeking approval for the contract between the City and Mead & Hunt for the estimated amount of \$55,320.00.

This amount is covered by the MDOT contract amount (separate item in this agenda).

RECOMMENDATION:

Approve planned Agreement for Professional Consultant Services Mead & Hunt Hangar Roof Project between the City of Marshall and Mead & Hunt, and recommend City Council to give final approval.