



Request for Proposals
for the sale of state-owned

**Romeo State Airport
15340 32 Mile Road
Romeo, Michigan 48096**

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DUE DATE: October 31, 2020

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1.0 Introduction and Overview

Pursuant to Public Act 66 of 2019, the Michigan Department of Transportation (MDOT), acting through its Real Estate Services Section, has been directed to develop this Request for Proposals to sell certain real property owned by the Office of Aeronautics consisting of “Romeo State Airport” located at 15340 32 Mile Road, Romeo, Michigan 48096 (the “Property”). A Brief overview of the Property and its features is given below. The Property is legally described in the attached documents. Potential bidders are encouraged read all attached documents including the existing agreements between MDOT and Romeo Airport Management LLC.

1.1 Overview of the Property

MDOT acquired Romeo State Airport in 1998 from a private owner in order to preserve it as a public-use airport. This airport is the only publicly owned public-use general aviation airport in Macomb County.

The airport consists of a single 4,000 by 75-foot asphalt primary runway. This runway is supplemented by one precision approach path indicator light system and two all-weather instrument flight rules GPS approaches. These systems allow aircraft to utilize the airport during times of low visibility and low cloud cover.

The airport is home to approximately 65 based aircraft housed in a variety of hangar configurations ranging from small t-hangars to large corporate box hangars. These hangars were privately constructed on MDOT-owned property and are leased to occupying tenants. Bidders should verify ownership interests of any structure on the real property. These 65 based aircraft, coupled with transient aircraft, complete 16,000 annual departures and arrivals each year. Additionally, the airport is home to Romeo Flight School, a flight training facility training primary and advanced students.

AIRPORT BUILDINGS/HANGARS			
Building Number	Building Type	Structure Type	Tenant
1	Maintenance Hangar	Steel Frame	FBO
2	Community Hangar	Steel Frame	Individuals
3	Terminal Building	Concrete Block, Wood	Individuals
4	T-Hangar 1	Steel Frame	Individuals
5	T-Hangar 2	Steel Frame	Individuals
6	T-Hangar 3	Steel Frame	Individuals
7	10 Unit T-Hangar	Steel Frame	Individuals
8	4 Unit T-Hangar	Steel Frame	Individuals
9	7 Unit Large Hangars	Steel Frame	Individuals
10	13 Unit Hangars	Steel Frame	Individuals

The Airport currently has two 10,000-gallon above ground fuel tanks located in the terminal area. The fuel tanks are used to store 100LL Avgas and Jet A fuel for sale. The tanks are constructed of fiberglass and possess automatic line leak detection systems.

They are monitored by the Michigan Department of Environment, Great Lakes, and Energy under Part 211, Underground Storage Tank Regulations, of the Natural Resources and Environment Protection Act, 1994 PA 451, as amended (Act 451).

According to the 2017 Michigan Aviation System Plan, Romeo State Airport generates more than \$8.8 million in total economic impact for the local, regional, and state economy while supporting 71 jobs.

Currently, the airport is managed under contract by Romeo Airport Management LLC, a private company. The contract remains in effect until 2026. Under terms of this contract, Romeo Airport Management LLC staffs the airport, provides local matches for grants, and maintains the facilities. To support these activities, Romeo Airport Management LLC is entitled to revenue generated at the airport from hangar rental fees and fuel sales.

The Federal Aviation Administration (FAA) has included Romeo State Airport in the National Plan for Integrated Airport Systems (NPIAS) – the Federal Aviation System Plan. Inclusion in this plan allows federal funds to support airport capital improvements, but also requires the airport to remain in operation for the benefit of the public for certain time periods.

A federally approved change in airport sponsorship is necessary to transfer to an interested entity and requires a willing public entity to accept sponsorship of the airport including all federal obligations.

Sale is subject to all existing agreements, licenses, restrictions, grant obligations, rights-of-way and easements, and any oil and gas leases.

Additional property information is contained in the attached Airport Layout Plan.

1.2 Overview of the Bid Process

The State will accept sealed Bid Proposals to acquire the Property in “as-is” condition until **October 30, 2020 at 10:00am** (the “Due Date”). In the event the initial bid period does not produce a viable award recommendation, the State may, at its discretion, extend the bidding period until it receives a viable bid. Timelines will be moved to correspond to the accepted bid date. Notification of a bidding extension will be made at www.michigan.gov/aero in the spotlight section on the homepage.

The State may the successful Bidder who is the most responsive and responsible and offers the highest price or highest value to the State. Notification will be via phone, followed in writing.

The State reserves the right to waive any irregularity or defect in any submission; request clarification or additional information regarding Bid Proposals; to conduct a Best

and Final Offer (BAFO); to cancel this Request for Proposal (RFP) and to reject any and all Bids at its sole discretion. The State shall assume no liability whatsoever for any expense incurred by a Bidder in replying to this RFP.

Note that for purposes of this RFP, and of all submitted responses thereto, the State uses terms “proposal” and “bid” interchangeably and with the same meaning. Similarly, the words “proposer” and “bidder” are also used interchangeably and with the same meaning.

1.3 Supporting Documents

The following supporting documents and forms are available on-line at www.michigan.gov/aero in the spotlight section on the homepage.

- This Request for Proposals (RFP)
- Federal Aviation Administration (FAA) Airport Sponsors Assurances 3/2014
- FAA Terms and Conditions of Accepting Airport Improvement Program Grants
- The recorded deed(s) by which the State acquired the Property and any other associated title work known to MDOT
- Romeo State Airport Property Map by Mead & Hunt, Inc. dated October 2012, providing property boundaries. Bidders are encouraged to verify all property boundaries.
- Agreement with Romeo Airport Management LLC Airport Concession and Management Contract

1.4 Timeline - Important Dates

- RFP release date – September 10, 2020
- Deadline for interested parties to submit written questions about the RFP and its attachments – September 30, 2020
- Date by which official answers to properly submitted questions about the RFP and its attachments should be posted on the MDOT Real Estate Services Section website – October 15, 2020
- Completed proposals due to the MDOT Real Estate Services Section offices – October 30, 2020

2.0 Instructions to Bidder

Proposal Submission Procedures

- Sealed Bid Proposals must be delivered as directed in Section 5.0 below, on or before the Due Date of October 30, 2020 at 10:00am. EST. Bid Proposals received after 10:00am on the Due Date may not be accepted. In that event, they will be marked late and returned to sender.

- All components of a completed Bid Proposal must be received in one envelope or box marked “Romeo Airport Proposal”

3.0 Bid Packet Format

Bidders shall submit one clearly marked original and one photocopy of their Bid Proposal package, containing the following information, tabbed in the order below:

- A copy of this Request for Proposal (RFP).
- Evidence of Bidder’s financial capability to complete the purchase, such as a letter of credit or unencumbered funds on account from a reputable financial institution which is a member of the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF), as documentation of the source of funds that will be used to purchase the Property.
- A letter from the Federal Aviation Administration approving the bidder as an eligible airport sponsor.
- Details of the proposed bid in a format of the bidder’s choosing.

Failure to provide any of the above requested information may result in disqualification of proposal. The State reserves the right to request additional information pertaining to the Proposal Package, or any other matters related to the Request for Proposal.

4.0 Property Inspection

Non-mandatory property inspection will be scheduled upon request. Please contact Bryan Budds (buddsb@michigan.gov) to schedule a site inspection. Bidders are encouraged to inspect the Property.

5.0 Questions and Deliveries

Questions regarding the RFP must be made in writing and submitted electronically to the attention of “Romeo State Airport Sale” via MDOT Real Estate Services email address buddsb@michigan.gov by September 30, 2020. The State will not respond to telephone inquiries or visitation by Bidders or their representatives with respect to this RFP.

Every reasonable effort will be made to provide answers to duly submitted questions by 5:00 pm EST on September 30, 2020. All duly submitted questions from all Bidders and all answers will be made available at www.michigan.gov/aero in the spotlight section on the homepage..

Official RFP Delivery and Contact Information (Email submission preferred)

Attn: Romeo State Airport Sale
Bryan Budds (buddsb@michigan.gov)
Michigan Department of Transportation

2700 Port Lansing Road
Lansing, MI 48906

6.0 Method of Award and Selection Criteria

Complete responses to this RFP will be evaluated by MDOT, which may convene an Advisory Committee, based on the extent to which each proposal responds to the information requested in Section III. Selection criteria will include, but is not limited to, the ability:

- To complete a purchase of the Property and continue airport operations as governed by the terms of this RFP and its related supporting documents and all Federal Aviation Administration grant assurances
- Submit specific details in your response, particularly in terms of dates, numbers and dollars. Vague and/or overly general responses are not acceptable.
- Evidence of Bidder's financial capability to complete the purchase.
- Compliance with statutory, constitutional, and terms set forth in this RFP, including the Offer to Purchase Real Property – including FAA sponsorship determination.
- Proposals received by the State shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.
- Bidders are cautioned that the State will not accept proposals which are contingent upon receiving other state contracts, tax credits, loan guaranteed, public or private grants, rent rebated or other subsidies.

7.0 Best and Final Offer (BAFO)

- If the selection process does not lead to a viable award recommendation, or if deficiencies are identified, MDOT, at its discretion, may prepare a Deficiency Report and/or Clarification Request (DR/CR) for each proposal determined to be in the competitive range. Bidders will be allowed to respond in writing to the DR/CR with a Best and Final Offer (BAFO). The BAFO may include changes to the original proposal, including alterations to the original price proposed. BAFO must be submitted by the deadline established by MDOT.
- After reviewing the BAFO's, MDOT will reevaluate the proposals using the original method. If an alteration to the original published evaluation criteria is to be made, changes in the criteria will be published to all Bidders as part of the issuance of the DR/CR's.
- Bidders will NOT be provided any information about other proposals or where the Bidder stands in relation to others at any time during the evaluation process. Any requests for such information will be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration. Requests for proposal information by a Bidder, its contractor, or an affiliated party before bid award may also result in disqualification.
- Bidders are strongly encouraged to propose their best possible offer first in the RFP process, as there is no guarantee that any bidder will subsequently be allowed an opportunity to submit BAFO.

8.0 Bid Period Extension

If the initial bid period does not produce a viable award recommendation, the State may, at its discretion, extend the bidding period until it receives a viable bid, Timelines will be moved to correspond to the accepted bid date. Notification of a bidding extension will be made at www.michigan.gov/aero in the spotlight section on the homepage. The first qualifying bid that is received and accepted will end the extension period.

9.0 Freedom of Information Act (FOIA)

- Under [MCL 18.1261\(13\)\(b\)](#), records containing “a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, [MCL 445.1902](#), or financial or proprietary information” are exempt from disclosure under FOIA. And under [MCL 18.1470\(3\)](#), “proprietary financial and accounting” information is also exempt from disclosure under FOIA.
- If information within a bidder’s proposal falls under the aforementioned exemptions, and the bidder seeks to have it withheld from disclosure under FOIA, then by the proposal deadline, the bidder must: (1) save exempt information in a separate file (i.e., document); (2) name the file/document “FOIA-EXEMPT”; (3) label the header of each page of the file/document “Confidential–Trade Secret,” “Confidential–Financial,” or “Confidential–Proprietary” as applicable; (4) clearly reference within the file/document the RFP schedule, section, and page number to which the exempt information applies; and (5) verify within the FOIA-EXEMPT file/document that the information meets the FOIA exemption criteria.
- The State reserves the right to determine whether information designated as exempt by a bidder falls under the FOIA exemptions.
- Resumes, pricing, and marketing materials are not trade secrets or financial or proprietary information.
- **Do not** identify your entire proposal as “FOIA-EXEMPT,” and **do not** label each page of your proposal “Confidential.” If a bidder does so, the State may require the bidder to resubmit the proposal to comply with subsection (b) above.
- If the State requires a bidder to resubmit a proposal for failure to follow these instructions, the State reserves the right to disqualify the bidder if the proposal is materially changed upon resubmission. In other words, amendments to the proposal should be restricted to that which is necessary to separate confidential from non-confidential information.

10.0 Terms and Conditions

All information contained within this RFP and all supporting documents is based upon information from a variety of sources. Additional information may be made available via written addenda throughout the RFP process and posted www.michigan.gov/aero in the spotlight section on the homepage. Bidders shall be responsible for their own due diligence in preparing a Proposal. No representation or warranty is made by the State with respect to the condition of the Property, the suitability of the Property for a Bidder’s potential use or the information provided herein.

- Bidders shall be responsible for the accuracy of the information they provide to the State in connection with this RFP.
- The State reserves the right to reject any and all Proposals, to waive minor irregularities in any Proposal, to issue additional RFPs, and to either substantially modify or terminate the proposed sale at any time prior to final execution of a Purchase and Sale Agreement.
- The State shall not be responsible for any costs incurred by a Bidder in connection with the preparation, submission, or presentation of its Proposal.
- Nothing contained herein shall require the State of Michigan to enter into exclusive negotiations with any Bidder and the State reserves the right to amend, alter and revise its own criteria in the selection of a Bidder without notice.
- The State reserves the right to request clarification of information submitted in a Proposal and to request additional information from any Bidder.
- The State may not accept any Proposal after the time and date specified in the RFP.
- The State retains the sole discretion in the selection of a successful Proposal, if any.
- Upon selection of a Proposal, the State shall enter into negotiations with the successful Bidder for a Purchase and Sale Agreement with terms and conditions acceptable to the State. Sale will be subject to final approval by the State Transportation Commission and/or State Administrative Board. Until the execution of a contract, the State is under no obligation to sell the Property and it reserves the right to cease negotiations at any time and retain title to the Property. Except with respect to matters of title, the Property shall be conveyed to the party acquiring the same "AS IS" and without warranty as to quality, physical condition or environmental condition.

MICHIGAN DEPARTMENT OF TRANSPORTATION
ROMEO AIRPORT MANAGEMENT, LLC
AIRPORT CONCESSION AND MANAGEMENT CONTRACT

THIS CONTRACT is made and entered into this date of DEC 14 2001 by and between the Michigan Department of Transportation, having its principal office in the State Transportation Building, P.O. Box 30050, Lansing, Michigan 48909, hereinafter referred to as the "DEPARTMENT," and Romeo Airport Management, LLC, having its principal office at 2146 Livernois, Troy, MI 48083, hereinafter referred to as the "MANAGER."

WITNESSETH:

WHEREAS, the DEPARTMENT owns the Romeo State Airport located at 15340 32 Mile Road, Ray, MI 48096, hereinafter referred to as the "AIRPORT"; and

WHEREAS, the DEPARTMENT desires to insure that the AIRPORT is operated professionally and open to the public on fair and reasonable terms; and

WHEREAS, the DEPARTMENT desires to insure that a wide range of aeronautical concessions are provide to the flying public on fair and reasonable terms; and

WHEREAS, Romeo Airport Management, LLC, has demonstrated its desire and ability to provide high quality aeronautical concessions and management services on a reasonable basis;

NOW, THEREFORE, the parties agree that:

1. CONVEYANCE

Subject to the terms and conditions of this Contract, the DEPARTMENT hereby grants unto the MANAGER the authority to occupy, operate, control, equip, improve, and maintain in serviceable condition the Romeo State Airport, including all lands, buildings, improvements, structures, easements, and rights of access, for the term of this Contract. The DEPARTMENT further authorizes the MANAGER to lease AIRPORT property to other tenants of the AIRPORT in furtherance of AIRPORT business subject to the prior review and approval of each lease by the DEPARTMENT. Approval is solely for the purposes of the DEPARTMENT. No lease agreement can grant rights any greater than those given to the MANAGER under this Contract.

2. BASIC CONTRACT TERM

This Contract will be in effect for a period of twenty-five (25) years from the date of award.

3. RENEWAL TERM

Subject to mutual agreement between the DEPARTMENT and the MANAGER, this Contract may be extended for one additional term of twenty-five years.

4. USE

The MANAGER agrees to operate the AIRPORT in accordance with the obligations of the DEPARTMENT to the Federal Government under any existing grant agreement conditions, attached hereto as Attachment A and made a part hereof. The MANAGER specifically agrees to operate the AIRPORT for the use and benefit of the public; to make available all AIRPORT facilities concessions and services to the public on fair and reasonable terms with no unjust discrimination; and to grant rights and privileges for use of the landing area facilities of the AIRPORT to all qualified persons, firms, and corporations desiring to conduct aeronautical operations at the AIRPORT.

THE MANAGER accepts the assigned rights and responsibilities pertinent to the AIRPORT and its operation as of the effective date and throughout the term of this Contract and agrees to maintain the AIRPORT to the licensing standards prescribed by the DEPARTMENT for general utility airports. THE MANAGER expressly assumes all of the powers and responsibilities conferred upon it by this Contract and agrees to exercise those powers and discharge those responsibilities in the manner best serving the public interest in safety and the development of aeronautical services.

Nothing contained in this Contract will be construed to deprive the public of its rightful, equal, and uniform use of the AIRPORT.

5. AIRFIELD DEVELOPMENT

The DEPARTMENT agrees to meet with the MANAGER on at least an annual basis to plan and program any proposed development and construction of the public AIRPORT facilities. Any plans for development and/or construction of additional buildings, structures, and/or runways must be approved by the DEPARTMENT prior to the start of development and/or construction. The public AIRPORT facilities will include all runways, taxiways, public ramps, terminal buildings, public parking areas, lighting, and other navaid facilities, as well as any other AIRPORT facilities that are eligible for construction or improvement grants from the State and/or Federal government. The parties agree that the schedule for the development, construction, and /or improvement of these facilities will be mutually agreed upon prior to the commencement of said development, construction, and /or improvement. The DEPARTMENT will use its best efforts to insure that all steps necessary are taken to purchase land and vacate such existing roads, rights of way, and easements within the property as are necessary for the completion and operation of the AIRPORT pursuant to the approved site plan.

The MANAGER agrees to develop the hangar areas and other areas of the AIRPORT that are designated for the purposes of providing commercial aeronautical services at its own expense and on a schedule that the MANAGER believes is warranted by demand for such services. The MANAGER is granted the right to offer aeronautical services to the public on the commercial AIRPORT areas developed by the MANAGER or the public areas developed jointly by the MANAGER and the DEPARTMENT.

Subject to State Administrative Board approval, areas for non-aeronautical commercial activities may be developed and maintained by the MANAGER only in accordance with the AIRPORT layout plan that has received prior approval from the DEPARTMENT and, where necessary, the Federal Aviation Administration (FAA). Such development will also be made in accordance with all applicable airspace and environmental reviews.

6. CONSIDERATION

For consideration of the rights and privileges granted by this Contract, the MANAGER agrees to pay the sponsor share of capital improvement projects that are eligible for State or Federal grants.

7. AIRPORT REVENUE

The DEPARTMENT agrees that all revenue generated on the AIRPORT through rents or other fees will be collected by the MANAGER and will be used by the MANAGER for all costs associated with the operation of the AIRPORT that may include reimbursement of funds invested in capital projects by the MANAGER, as well as a profit for the MANAGER. The MANAGER will charge fair, reasonable, and non-discriminatory rates to AIRPORT users in accordance with the FAA guidelines regarding rates and charges in place at the time such rates and charges are made, such FAA guidelines incorporated herein by reference as if the same were repeated in full herein. The MANAGER will obtain an independent audit of its operations on an annual basis to be submitted to the DEPARTMENT within three and a half months after the MANAGER's fiscal year ends.

8. EQUIPMENT

The DEPARTMENT agrees to leave the AIRPORT equipment listed in Attachment C, attached hereto and made a part hereof, at the AIRPORT for use by the MANAGER solely in connection with AIRPORT functions. The DEPARTMENT further agrees to provide other equipment as may become available to the DEPARTMENT for use at the AIRPORT. The MANAGER agrees to maintain in serviceable condition any equipment acquired by the DEPARTMENT.

9. CAPITAL IMPROVEMENTS

All Capital improvements of the AIRPORT that are eligible for funding under State or Federal grant programs will be carried out in accordance with those programs. The MANAGER will be subject to the same duties and responsibilities as any public airport sponsor.

In the event that State and/or Federal funding is not available for a capital improvement project, the MANAGER, with prior written approval from the DEPARTMENT, may proceed with the construction at its own expense. Before the MANAGER proceeds at its own expense, it must do so under the terms of a separate agreement with the DEPARTMENT that will be negotiated separate from this Contract.

10. AIRPORT MANAGEMENT RESPONSIBILITIES

The cost of supplies, utilities, and necessary equipment will be provided by the MANAGER. The MANAGER or its agent will be appointed AIRPORT manager and must pass the State

Airport Manager's Exam. The MANAGER agrees to be responsible for the following services:

a. **Personnel**

Provide personnel deemed qualified by the DEPARTMENT to serve as AIRPORT manager and assistant manager. There must be one responsible person designated as AIRPORT manager to act as the official liaison with DEPARTMENT and AIRPORT tenants/users regarding AIRPORT management and operational issues.

b. **Inspections**

The MANAGER will develop and carry out a daily self-inspection program for approval by the DEPARTMENT and must immediately notify the DEPARTMENT of any significant discrepancy noted.

c. **Daily Log**

Report and maintain a daily log of all inspections and conditions noted and issue FAA Notices to Airmen (NOTAMs) as specified in AC #150/5200-28. The AIRPORT manager will assume the responsibility for runway and taxiway conditions.

d. **Accidents/Incidents**

Proceed to the scene of any on-AIRPORT incidents or accidents, record any unsafe conditions, and comply with FAA and National Transportation Safety Board (NTSB) accident reporting procedures. The AIRPORT manager will also proceed to any aircraft incident or accident in the immediate vicinity of the AIRPORT and provide any necessary assistance or expertise that may be required.

e. **Illegal Operations**

Take appropriate action to notify the governing law enforcement agency, the FAA, or the DEPARTMENT of any unsafe or illegal operations or procedures pertaining to the operation of the AIRPORT.

f. **Aircraft Registration**

Notify the DEPARTMENT of persons failing to meet state aircraft registration requirements and, on request, provide a list of AIRPORT-based aircraft.

g. **General Supervision**

Supervise the public and aviation activity at the AIRPORT in accordance with Federal and State laws and regulations and applicable local ordinances.

h. **Improvements**

Make recommendations to the DEPARTMENT as appropriate for the improvement and/or development of the AIRPORT for the promotion of general aviation. Non-

Federal and/or State-funded improvements proposed by the MANAGER and approved by the DEPARTMENT will be at the expense of the MANAGER.

i. **Proper Use**

Insure that the AIRPORT property is not used for non-aviation purposes except as approved by the DEPARTMENT.

j. **Assistance to the Public**

Provide assistance to the general aviation public as is appropriate and promote and foster safe flying.

k. **Airport Maintenance**

Be responsible for general AIRPORT maintenance, including, but not limited to, maintaining hangars, clearing runway approaches, replacing burned out or broken bulbs and lenses, maintaining the wind sock and flags, cleaning public areas, controlling litter, painting, and general upkeep of the facilities.

l. **Waste Removal**

i. Be responsible for arranging solid waste removal services for the AIRPORT.

ii. Be responsible for providing a receptacle and service for the removal of waste oil for AIRPORT tenants and fixed-base operations. At a minimum, these services will comply with State, Federal, and Local waste removal regulations.

m. **Snow and Ice Removal**

Be responsible for the removal of snow and ice to maintain an operational AIRPORT during the winter season as specified in AC #150/5200-30A. At a minimum, these services will provide regular ice and snow clearing of the entrance drive, sidewalks, parking lot, runway, all taxiways, and main taxi streets. It will be the responsibility of the AIRPORT manager to close the AIRPORT during periods of snow and ice control operations taking place on the runway or taxiways.

n. **Mowing**

Be responsible for grass mowing and brush cutting/ removal of all areas of the AIRPORT. Grass will be mowed to maintain a consistent grass length not to exceed six inches.

o. **Commercial Aeronautical Services**

Be responsible for contracting with any commercial aeronautical service providers located on the AIRPORT. Fees collected from commercial operators will be used by the MANAGER for the purposes of operating and maintaining the AIRPORT as described herein.

p. **Enforcement of Rules and Regulations**

Establish and enforce AIRPORT rules and minimum standards that are not in conflict with State and/or Federal laws rules and/or other regulations.

q. **Compliance with Rule 259.312**

Be responsible for any additional duties of airport managers listed under Rule R259.312 of the Michigan Administrative Rules, attached hereto by reference as if the same were repeated in full herein.

r. **Unicom Operation**

Provide AIRPORT advisory services on the unicom frequency. The MANAGER may make arrangements with a commercial operator or other responsible party to provide this service.

s. **Public Accommodation**

Keep the AIRPORT open to all types and classes of aeronautical use on fair and reasonable terms in accordance with State and Federal guidelines. Provide access to customary accommodations for the convenience of users, including pilot lounge area, direct telephone service connections to the Flight Service Station, and other acceptable weather information services.

t. **Attendance**

The AIRPORT manager, the assistant manager, or their designated representative will be in daily attendance during normal business hours, regarded to be 8:00 a.m. to 5:00 p.m., and at other times as necessary to meet the reasonable demand of the public, i.e. dawn patrols, special flying events, accidents, etc., except during major holidays.

11. SERVICES TO THE PUBLIC

Any agreement entered into between the MANAGER and an individual or business that intends to provide aeronautical services to the public will contain the provisions contained in the Federal Aviation Administration Required Lease Provisions, attached hereto and made a part hereof as Attachment B. Any agreement entered into between the MANAGER and an assignee that intends to provide non-aeronautical services to the public will contain the provisions numbered 8 through 12 of Attachment B. In the event the FAA amends these requirements in the future, the amended provisions will be applicable.

12. CONTRACT ADMINISTRATOR

Acting as agent for the DEPARTMENT, a Contract Administrator will be assigned by the DEPARTMENT.

13. ACCOUNTING RECORDS/REPAYMENT: The MANAGER will:

- a. Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all costs and revenues related to this Contract, said records

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

- b. The MANAGER will maintain the RECORDS for at least three (3) years from the date of expiration or termination of this Contract. In the event of a dispute with regard to the allowable costs or revenues or any other issue under this Contract, the MANAGER 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.
- c. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the MANAGER will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
- e. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs and/or revenues reported under this Contract or questions the allowability of an item of expense and/or revenue, the DEPARTMENT will promptly submit to the MANAGER a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the MANAGER at the completion of an audit.

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

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

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

14. AIRPORT LIABILITY INSURANCE

The MANAGER will acquire and maintain on behalf of the DEPARTMENT airport liability insurance covering operations at the AIRPORT.

Completed certificates of insurance in an amount of at least five million dollars (\$5,000,000) and satisfactory to the DEPARTMENT will be maintained to afford protection against claims for damages to public or private property and injuries or death to persons. The deductible on such insurance will not exceed One Thousand Dollars (\$1,000.00). The AIRPORT manager and the DEPARTMENT will be named as an "additional insured" under this policy. The MANAGER agrees that the DEPARTMENT may increase the amount of liability insurance covering the operations of the AIRPORT every five years.

The cost for this insurance will be paid for by the MANAGER and be effective on the date of Contract effectiveness.

15. INDEMNIFICATION

In addition to any protection afforded by a policy of insurance, the MANAGER agrees to indemnify and save harmless the State of Michigan, the Michigan Aeronautics Commission, the Michigan State Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the MANAGER in connection with the Contract; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup costs, and for attorney fees or other related costs arising out of, under, or by reason of this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnities, its agents, or its employees.

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

It is expressly understood and agreed that the MANAGER will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, the Michigan Aeronautics Commission, and / or the Michigan State Transportation Commission.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the DEPARTMENT, the Michigan Aeronautics Commission, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

16. COMPLIANCE WITH APPLICABLE LAWS

THE MANAGER agrees that, in its management, operation, and maintenance of the AIRPORT and of the AIRPORT assets, it will uphold and comply with all applicable requirements imposed by the laws, rules, regulations, ordinances, and governmental directives of the State of Michigan, the Michigan Aeronautics Commission, and the United States of America. The MANAGER further agrees to comply with the provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 1998, attached hereto and made a part hereof, and with MCL393.351 et. seq.

The MANAGER agrees to comply with the provisions of Attachment B, attached hereto and made a part hereof.

The MANAGER agrees, during the term of this Contract, to keep the AIRPORT premises for aeronautical use or other uses specifically authorized by the DEPARTMENT and to comply with the following provisions:

- a. All necessary permit requirements of the DEPARTMENT.
- b. Any proposed revision in the design, construction, or use of the facility described will receive prior approval by the DEPARTMENT and will be subject to concurrence by the Federal Aviation Administration.
- c. Any leasing and/or subletting of the AIRPORT premises, or any part thereof, will be made in full compliance with applicable State and/or Federal laws, rules, or regulations and will be subordinate to any and all agreements between the DEPARTMENT and the Federal Aviation Administration.
- d. The obligations of the MANAGER as set forth herein will remain in full force and effect, notwithstanding any leasing and/or subletting of the premises described herein, until such obligations are specifically terminated by the DEPARTMENT in writing to the MANAGER.
- e. The DEPARTMENT reserves the right for representatives of the DEPARTMENT and the Federal Aviation Administration to enter the premises described above for the purpose(s) of inspection, maintenance, and/or reconstruction of the AIRPORT facility when necessary. Such inspections are made for the government owners' own purposes and uses and will not relieve the MANAGER of its duties and obligations under the terms of this Contract.

- f. No use of the described premises will be made by the MANAGER that does not conform with any and all applicable laws and regulations.
- g. No signs, displays, or devices may be erected on the premises unless specified herein or approved by the DEPARTMENT.
- h. The parties acknowledge and agree that this Contract is subject to the provisions of 1953 PA 189, MCL 211.181; MSA 7.7(5).

17. TERMINATION, DEFAULTS, AND REMEDIES

Recognizing the paramount public interest in the operation of the AIRPORT, the DEPARTMENT and/or the COMMISSION reserve the right to adopt or modify reasonable standards, regulations, and/or procedures for the operation of state-owned public use airports, and the MANAGER agrees that it will comply with those standards, regulations, and/or procedures.

This Contract may be terminated by the DEPARTMENT for Default by the MANAGER. Default will be defined as any failure by the MANAGER to perform any of its obligations as set forth in this Contract and/or failure by the MANAGER to comply with any applicable laws, procedures, standards, regulations, and/or requirements as set forth in and/or referenced in this Contract for a period of 45 days after written notice is given to the MANAGER by the DEPARTMENT specifying such failure and requesting that it be remedied. However, if the MANAGER cannot correct the Default within 45 days after receiving the notice from the DEPARTMENT, the MANAGER may submit a corrective action plan to the DEPARTMENT for approval, specifying a corrective plan of action and a time frame for completion. If the DEPARTMENT approves the corrective action plan, the MANAGER must remedy the Default within the time frame set forth in the approved corrective action plan. If the DEPARTMENT does not approve the corrective action plan, the MANAGER must correct the Default within 45 days after receiving the initial written notice as described herein.

If the MANAGER fails to cure the Default within 45 days of the initial notice or the time specified in the approved corrective action plan, the DEPARTMENT may:

- a. Terminate this Contract; and/or
- b. Require the MANAGER to pay the DEPARTMENT any outstanding monies owed; and/or
- c. Where appropriate, enjoin any action by the MANAGER in violation of this Contract or any part thereof or compel performance by the MANAGER of its duties under this Contract by specific performance or mandatory injunction; and/or
- d. Take whatever action at law or in equity to collect any fees or payments then due and/or thereafter to become due or to enforce performance and observance of any provision of the MANAGER under this Contract.

Notwithstanding the above, if the MANAGER is found to be in Default of the Contract five or more times for the same reason during the term of this Contract, the DEPARTMENT may terminate this Contract immediately upon written notification to the MANAGER.

In addition, if the DEPARTMENT determines that the MANAGER is in Default of this Contract and that the Default jeopardizes public safety, the MANAGER agrees to correct the Default after receiving written notice from the DEPARTMENT within the time frame set forth by the DEPARTMENT. If the MANAGER fails to remedy the Default within the time frame as set forth by the DEPARTMENT, the DEPARTMENT may take whatever steps are necessary, including, but not limited to, hiring a contractor to remedy the Default, and the MANAGER agrees to reimburse the DEPARTMENT for any and all expenses incurred by the DEPARTMENT to remedy the Default.

In the event that the MANAGER ceases to use the premises for the convenient and efficient use by the public or abandons the premises or changes it to a use other than that permitted in the approved AIRPORT layout plan, this Contract will terminate, and the DEPARTMENT will have the right to immediately reenter and take possession of the AIRPORT premises.

Notwithstanding anything contained herein to the contrary, the DEPARTMENT may terminate this Contract and the rights and privileges granted hereunder if there are changes in State or Federal laws or regulations that prohibit the DEPARTMENT from owning or operating airports.

18. DISADVANTAGED BUSINESS ENTERPRISE

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

19. AFFIRMATIVE ACTION PROGRAM

In connection with the performance of SERVICES under this Contract, the MANAGER (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 March 1998, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

20. TAXES

The MANAGER will be responsible for the payment of any taxes that may be legally levied on AIRPORT concessionaires. This may include workers' compensation, federal, state, and local withholding, local property taxes on the AIRPORT premises, and other such taxes.

21. REVERSION

All improvements on the AIRPORT will revert to the DEPARTMENT upon the termination or expiration of this Contract.

22. FORCE MAJEURE

Should any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, war, riot, commotion, general unavailability of certain materials, strike, slowdown, walkout, lockout, shortage of labor, or labor dispute (any of the foregoing hereinafter referred to as "Force Majeure") prevent or delay performance of this Contract by either party, such

obligation will be suspended or excused to the extent commensurate with such interfering occurrence.

23. NON - ASSIGNMENT

Neither this Contract nor the provisions herein can be assigned.

24. NOTIFICATION

Any notice to the MANAGER will be deemed properly given via first class, certified, or registered mail, postage prepaid, or if delivered personally (or by bonded courier) to the MANAGER at 2146 Livernois, Troy, MI 48083, or its business offices at the AIRPORT (or other address designated by Notice so given), addressed to the attention of the AIRPORT Manager or to any other employee of the MANAGER whom the MANAGER has designated as an individual authorized to receive Notices hereunder.

Any notice to the DEPARTMENT will be deemed properly given via first class, certified or registered mail, postage prepaid, or if delivered personally (or by bonded courier) to the DEPARTMENT at 2700 East Airport Service Drive, Lansing, MI 48906, addressed to the attention of Contract Administrator, Romeo Airport.

25. TITLE

Award of this Contract by the DEPARTMENT is not a warranty of the DEPARTMENT's title. It is the sole responsibility of the MANAGER to secure all necessary approvals and authorizations from all parties, public and private, for the intended use of the premises.

26. YIELD TO THE DEPARTMENT

Upon expiration or termination of this Contract, the MANAGER will peacefully yield up the AIRPORT premises in as good order and condition as when delivered to the MANAGER, at no cost to the DEPARTMENT.

27. CONFLICT

In the event of a conflict between the body of this Contract and any Exhibit or Appendix hereto, the body of this Contract will govern.

28. PEACEFUL USE

The DEPARTMENT covenants that the MANAGER, performing all of the covenants aforesaid, will and may peacefully and quietly have, hold, and enjoy the AIRPORT premises for the term of this Contract and all extensions of said term, subject to the terms of this Contract.

29. NO EXCLUSIVE RIGHT

It is specifically understood and agreed that nothing herein contained will be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act.

30. AERIAL APPROACH RIGHTS

The DEPARTMENT reserves the right to take any action it considers necessary to protect the aerial approaches of the AIRPORT against obstruction, together with the right to prevent the MANAGER from erecting or permitting to be erected any building or other structures on the AIRPORT that, in the opinion of the lessor, would limit the usefulness of the AIRPORT or constitute a hazard to aircraft.

31. DEVELOPMENT RIGHTS

The DEPARTMENT reserves the right to develop or improve the landing area of the AIRPORT as it sees fit, provided, however, that a planning and programming meeting will be held between the DEPARTMENT and the MANAGER where such development plans will be planned and agreed upon by the parties.

32. SELECTION REVERSION

In the event that the MANAGER undertakes any commercial aeronautical services to the public, any authorities herein granted the MANAGER to select commercial aeronautical service providers proposing to offer like or similar services as the MANAGER will revert to the DEPARTMENT.

33. LAWS

This Contract is made and will be construed under the governing laws of the State of Michigan.

34. SIGNING

This Contract will become binding on the parties upon signing by the duly authorized officials for the MANAGER and for the DEPARTMENT.

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

ROMEO AIRPORT MANAGEMENT, LLC

BY: *[Signature]* *[Signature]*
TITLE: member MEMBER
STEPHAN MAZUR

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: *[Signature]*
TITLE: Department Director

FORM APPROVED
10/9/01
[Signature]
ASSISTANT
ATTORNEY
GENERAL

APPROVED
State
Administrative Board
8/7/01

Reviewed
[Signature]
Contract
Admin.

**ROMEO AIRPORT MANAGEMENT, L.L.C.
CORPORATE CONSENT RESOLUTIONS**

The undersigned, being the Managing members in Romeo Airport Management, L.L.C., A Michigan Limited Liability Company (the "Company"), do hereby consent to the adoption of the following preambles and Resolution, such preambles and Resolution to have the same effect as if adopted by the unanimous vote of the Members at a meeting duly called and held:

WHEREAS, the Company will enter into an airport concession and management contract (hereinafter referred to as the "Contract") with the Michigan Department of Transportation regarding the Romeo State Airport. The Company desires to finalize the Contract under the terms and conditions set forth in the Contract as well as certain other documents in connection with the foregoing.

WHEREAS, on the basis of a review of the principal terms of the transaction provided for in the Contract, the undersigned members are of the opinion that consummation of such transaction is substantially in accordance with the membership and will be of a direct material benefit to and in the best interest of the Company.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Company shall execute and deliver the Contract hereinabove referred to and any additional documents, agreements or certificates as may be incidental thereto, and in general shall do such acts and things as may be necessary or desirable to consummate the Contract.

FURTHER RESOLVED, that the undersigned members shall be and hereby are, authorized and directed to execute and deliver in the name and on behalf of the Company, the Contract (with such changes there as shall be approved by the undersigned members, such approval to be evidenced conclusively by the execution and delivery thereof by the undersigned members), and such additional documents, agreements and certificates as may be incidental thereto, the signature of the undersigned members on any of the foregoing documents, agreements and certificates alone being sufficient for all purposes. It is also approved by the Company that only one signature from either member, as stated below, is authorized and able to execute the Contract and any other contracts with the Michigan Department of Transportation in the future.

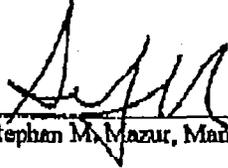
FURTHER RESOLVED, that any acts of the undersigned members which would have been authorized by the foregoing Resolution except that such acts were taken prior to the adoption of such Resolution, including without limitation the execution of the Contract, are hereby severally ratified, confirmed and approved and adopted as acts in the name and on behalf of the Company.

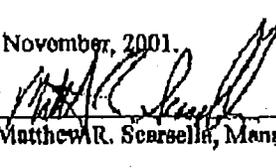
FURTHER RESOLVED, that the undersigned members are hereby authorized to do and perform or cause to be done and performed in the name and on behalf of the Company, or otherwise, such acts, to pay or cause to be paid such related costs and expenses, and to execute and deliver or cause to be executed and delivered such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, amendments, further assurances or other instruments or communications, as he may deem to be necessary or advisable in order to carry into effect the intent

of the foregoing Resolution or to comply with the requirements of the instruments approved and authorized by the foregoing Resolution.

FURTHER RESOLVED, that the Michigan Department of Transportation may rely on the Resolution set forth herein until it is provided with written notice to the contrary and receipt of such notice shall not affect any action taken by the Michigan Department of Transportation prior to receipt of such notice. Notwithstanding any modifications or termination of the power of the undersigned members or any other person to represent the Company, and notwithstanding any other notice thereof the Michigan Department of Transportation may receive, this Resolution shall remain in full force and bind the Company, or its successors, until written notice to the contrary signed by, or on behalf of the undersigned members or a successor member if the undersigned members have been removed as members of the Company shall have been received by the Michigan Department of Transportation, and receipt of such notice shall not affect any action taken by the Michigan Department of Transportation prior thereto. Notwithstanding any of the provisions hereof and knowledge by the Michigan Department of Transportation of the dissolution of the Company, the Michigan Department of Transportation may continue to honor the undersigned members signatures except as to matters which the Michigan Department of Transportation receive notice signed by or on behalf of the undersigned members that the same are not in connection with winding up the Company affairs. The Michigan Department of Transportation shall be fully protected in relying on this Resolution and shall be indemnified for any claims, expenses or loss resulting from the honoring of the undersigned members set forth below, or refusing to honor any signature not set forth below.

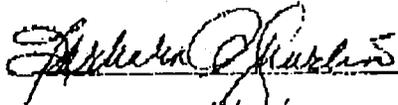
Dated as of the 29th day of November, 2001.


Stephan M. Mazur, Managing Member


Matthew R. Scarsella, Managing Member

STATE OF MICHIGAN
COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 29th day of NOVEMBER, 2001, by STEPHAN MAZUR, MATTHEW R. SCARSELLA


Notary Public, Wayne County,

My commission expires: _____

BARBARA A. SPURRI
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES 11/30, 2008

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KT
ROMEO-2

DATE (MM/DD/YY)
12/10/01

PRODUCER

Cranbrook Insurance Agency
43636 Woodward Ave., Ste. 200
Bloomfield Hills MI 48302
Phone: 248-335-0000 Fax: 248-335-9850

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Romeo Airport Management LLC
2146 Livernois
Troy MI 48063

INSURER A: **Assoc. Aviation Underwriters**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BINDER	12/07/01	12/07/02	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> Airport Liability				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY - AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Hangarkeepers - \$300,000 Each Loss\ Hangarkeepers - \$100,000 Each Aircraft
\$10,000 BI/PD DED

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

ROMEO-1

Romeo Airport Management LLC

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

John A. Williams



U.S. Department
of Transportation
Federal Aviation
Administration

January 2001

Terms And Conditions Of Accepting Airport Improvement Program Grants

Sponsor: _____

Airport: _____

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$25,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

B. Sponsor Certification for Project Plans and Specifications

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

C. Sponsor Certification for Equipment/Construction Contracts

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid,
 - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

F. Sponsor Certification for Seismic Design and Construction

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5705.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. Sponsor Certification for Drug-Free Workplace

1. The sponsor certifies that it will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
 - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
 - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

II. General Conditions

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits 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.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The sponsor shall 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 manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish 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 sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports or either by not more than fifteen percent (15%) of the original grant amount or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding for non-primary airports. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. If requested by the sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.

III. Assurances (dated 9/1/99)

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, U.S.C., 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 the grant offer by the sponsor, these assurances are incorporated in and become part of the 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 the 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 or 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 the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section IIIC apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

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 project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹

- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874. ¹
- u. National Environmental Policy Act of 1969 – U.S.C. 4321 et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 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.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 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.

- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

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

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the 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 the 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 the 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 the 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. 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 the 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 the 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 or 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 insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

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. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** 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 section 44706 of Title 49, United States Code, 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 the grant, the total cost of the project in connection with which the 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 the 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 the 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 the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), 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 the 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 Veterans of the Vietnam era and disabled veteran as defined in Section 47112 of Title 49, United States Code. 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 the 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 airmen 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, nontenant, 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 nontenants and signatory carriers and nonsignatory 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. Provided, however, that 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.

- 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 Section 47107 of Title 49, United States Code.

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 the 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, or rights in buildings of the sponsor 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. It will keep up to date at all times an 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; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - b. If a change or alteration in the airport or the facilities is made 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 replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.
- 30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where 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: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, 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, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. (1) 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, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

(2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) 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.
 - c. Disposition of such land under (a) or (b) 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.** 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 with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 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 the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars for AIP Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

CURRENT FAA ADVISORY CIRCULARS FOR AIP PROJECTS
Dated: 7/1/99

NUMBER	TITLE
707460-1	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5210-5	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7	Aircraft Fire and Rescue Communications
150/5210-13	Water Rescue Plans, Facilities, and Equipment
150/5210-14	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13	Runway Surface Condition Sensor Specification Guide
150/5220-16	Automated Weather Observing Systems for NonFederal Applications
150/5220-17	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20	Airport Snow and Ice Control Equipment
150/5220-21	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5300-13	Airport Design
150/5300-14	Design of Aircraft Deicing Facilities
150/5320-5	Airport Drainage
150/5320-6	Airport Pavement Design and Evaluation
150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-16	Airport Pavement Design for the Boeing 777 Airplane
150/5325-4	Runway Length Requirements for Airport Design
150/5340-1	Standards for Airport Markings

NUMBER	TITLE
150/5340-4	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5	Segmented Circle Airport Marker System
150/5340-14	Economy Approach Lighting Aids
150/5340-17	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23	Supplemental Wind Cones
150/5340-24	Runway and Taxiway Edge Lighting System
150/5340-27	Air-to-Ground Radio Control of Airport Lighting Systems
150/5345-3	Specification for L821 Panels for Remote Control of Airport Lighting
150/5345-5	Circuit Selector Switch
150/5345-7	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10	Specification for Constant Current Regulators Regulator Monitors
150/5345-12	Specification for Airport and Heliport Beacon
150/5345-13	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27	Specification for Wind Cone Assemblies
150/5345-28	Precision Approach Path Indicator (PAPI) Systems
150/5345-39	FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43	Specification for Obstruction Lighting Equipment
150/5345-44	Specification for Taxiway and Runway Signs
150/5345-45	Lightweight Approach Light Structure
150/5345-46	Specification for Runway and Taxiway Light Fixtures
150/5345-47	Isolation Transformers for Airport Lighting Systems
150/5345-49	Specification L854, Radio Control Equipment
150/5345-50	Specification for Portable Runway Lights
150/5345-51	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53	Airport Lighting Equipment Certification Program
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations

NUMBER	TITLE
150/5360-12	Airport Signing & Graphics
150/5360-13	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2	Operational Safety on Airports During Construction
150/5370-10	Standards for Specifying Construction of Airports
150/5390-2	Heliport Design
150/5390-3	Vertiport Design
150/5100-14	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5200-30	Airport Winter Safety and Operations
150/5200-33	Hazardous Wildlife Attractants On or Near Airports
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5370-11	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-6	Construction Progress and Inspection Report-Airport Grant Program

35. **Relocation and Real Property Acquisition.** (1) 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. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) 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 recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any 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 non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by 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).

IV. Standard DOT Title VI Assurances

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 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 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

- A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.
- B. It will insert the following clauses in every contract subject to the Act and the Regulations:

"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 procurements 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 Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier 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 or 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 procurements 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."*

- C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
- E. It will include the following clauses, as appropriate:

"1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract 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."

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

- 1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor 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. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
 2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
- H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

V. Sponsor Acceptance of Terms and Conditions

I certify that, for any and all projects with Federal participation to be undertaken by the sponsor, the sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein.

Name of Sponsor

Signature of Sponsor's Designated Official Representative

Title

Dated

ATTACHMENT B

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in his (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 - DOT Title VI Assurance - AC 150/5100-15A)
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereof, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 - DOT Title VI Assurance - AC 150/5100-15A)
3. The Lessee (licensee, permittee, contractor, etc.) agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, PROVIDED, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)
4. The Lessee (licensee, permittee, contractor, etc.) assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982, Section 520 - AC 150/5100-15A)
5. The Lessee (licensee, permittee, contractor, etc.) agrees that it practice nondiscrimination in their activities and will provide DBE participation in their leases as required by the sponsor, in

order to meet the sponsor's goals, or required by the FAA in order to obtain an exemption from the prohibition against Long-term exclusive leases. (49 CFR Part 23 - AC 150/5100-15A)

6. The Lessee (licensee, permittee, contractor, etc.) agrees that it shall insert the above five provisions in any lease (agreement, contract, etc.) by which said Lessee (licensee, contractor, etc.) grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased or owned. (See the documents referenced for the above clauses)
7. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 Section 308(a) - AC 150/5100-16A)
8. The (Owner) reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. (FAA Order 5190.6A - AGL - 600)
9. The (Owner) reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard. (FAA Order 5190.5A - AGL-600)
10. This (lease) shall be subordinate to the provisions of and requirements of any existing or future agreement between the (Owner) and the United States, relative to the development, operation, or maintenance of the airport. (FAA Order 5190.6A - AGL-600)
11. The Lessee (licensee, permittee, contractor, etc.) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the (leased) premises, or in the event of any planned modification or alteration of any present or future building or structure situation on the (leased) premises. (FAA Order 5190.6A - AGL-600)
12. There is hereby reserved to the (Owner), its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein (leased). This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the (official name) Airport. (FAA Order 5190.6A - AGL-600)
13. The Lessee (licensee, permittee, contractor, etc.) by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above a mean sea level elevation of _____ feet. In the event the aforesaid covenants are breached, the Owner reserves the right to enter upon the land (leased) hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee. (FAA Order 5190.6A - AGL-600)
14. The Lessee (licensee, permittee, contractor, etc.) by accepting this (lease) agrees for itself, its successors, and assigns that it will not make use of the (leased) premises in any manner which might interfere with the landing and taking off of aircraft from (official name) Airport or

otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Owner reserves the right to enter upon the premises hereby (leased) and cause the abatement of such interference at the expense of the Lessee. (FAA Order 5190.6A - AGL-600)

15. This (lease) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 - FAA Order 5190-6A - AGL-600)
16. It is clearly understood by the Lessee or Permittee that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform. (Assurance 22 - FAA Order 5190.6A - AGL-600)
17. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. The Lessee (licensee, permittee, contractor, etc.) agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F. The lessee also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and cause those businesses to similarly include the statements in further agreements. (49 CFR Part 23, Subpart F)

ATTACHMENT C

Romeo Airport Inventory

1 Speaker Telephone
1 Cordless Telephone
1 Caller ID/Ans Mach
1 Adding Mach (w/printer)
1 Black Metal File Card
1 Swingline Stapler
1 Pencil Cup
1 Paper Clip Cup
1 Manual credit card imprinter
1 Can opener
1 Scissors
1 Coffee maker
1 Electric pencil sharpener
1 Desk & Credenza
1 Folding Table
1 Wood table
1 Drafting table
1 Fax Machine
2 Computers
1 Laser Printer
1 Safe/cabinet
2 Office chairs
30 Lobby chairs - blue
6 Folding tables
1 Bookcase
1 Unicom
1 wall clock (looks like acft instrument)
1 display case
2 Bulletin boards
1 Backhoe
1 ramp blade
2 Ferris Mowers
1 Cub Mower
1 snow blower
2 gas cans
1 backpack sprayer
1 tractor fuel tank 250 gal
1 Grease gun
1 John Deere 4700 Tractor
1 11' Bush Hog Mower

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the

Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

APPENDIX 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.

GENERAL NOTES:

- AIRPORT PROPERTY IS LOCATED WITHIN SECTIONS 1, 6, AND 7 OF RAY TOWNSHIP, MACOMB COUNTY, MICHIGAN (T.4N-R.13E).
- AERIAL PHOTOGRAPHY AND BASE INFORMATION PROVIDED BY WOOLPERT, LLP. DATE OF PHOTOGRAPHY: 07/14/09.
- AN AIRPORT PROPERTY LINE SURVEY WAS CONDUCTED BY BOSS ENGINEERING COMPANY, INC. DATE OF SURVEY: 05/18/10.
- THE NORTH MAGNETIC DECLINATION WAS CALCULATED USING INFORMATION FOUND ON WWW.NGDC.NOAA.GOV/SEG/GEOMAG/DECLINATION. THESE CALCULATED FIGURES ARE BASED ON THE INTERNATIONAL GEOMAGNETIC REFERENCE FIELD MODEL, VERSION 10 (2005-2010), DECLINATION AND VARIANCE CALCULATED: 02/23/2011.
- MORE DETAILED EXISTING BUILDING INFORMATION IS SHOWN ON BUILDING AREA PLAN, SHEET 7.
- RUNWAY SAFETY AREA WIDTHS ARE CENTERED ON THE RUNWAY AND RUN THE ENTIRE LENGTH OF THE RUNWAY.
- HEIGHT OF PERIMETER FENCE VARIES AND SHOULD BE CONFIRMED WITH AIRPORT SPONSOR REGARDING HEIGHTS AT SPECIFIC LOCATIONS.
- SOME SYMBOLS SHOWN ARE SMALL DUE TO SCALE; HOWEVER, THEY ARE LEGIBLE IN THE ELECTRONIC FILE.
- CONTACT "MISS DIG" PRIOR TO ANY CONSTRUCTION TO DETERMINE THE LOCATION OF BELOW GROUND UTILITIES.
- CONTOUR LINE INTERVALS ARE SHOWN EVERY 2 FT.
- THE BUILDING RESTRICTION LINE (BRL) IS SHOWN AT A LOCATION WHERE THE HEIGHT IS 35 FT ABOVE THE RUNWAY ELEVATION.

DIMENSIONAL INFORMATION	EXISTING	EXISTING
	18	36
RUNWAY LENGTH	4,000'	4,000'
RUNWAY WIDTH	75'	75'
RUNWAY SHOULDER WIDTH	10'	10'
TAXIWAY WIDTH	20', 25', 35', 50'	20', 25', 35'
TAXIWAY EDGE SAFETY MARGIN	7.5'	7.5'
TAXIWAY SHOULDER WIDTH	0'	0'
TAXIWAY SAFETY AREA WIDTH	79'	79'
TAXIWAY OBJECT FREE AREA WIDTH	131'	131'
TAXILANE OBJECT FREE AREA WIDTH	115'	115'
RUNWAY CENTERLINE TO TAXIWAY HOLDLINE	200'	200'
RUNWAY CENTERLINE TO TAXIWAY CENTERLINE LENGTH	400'	400'
RUNWAY CENTERLINE TO BUILDING RESTRICTION LINE LENGTH	495'	495'

BUILDING DATA TABLE			
STRUCTURE	DESCRIPTION	HEIGHT - AGL	TOP ELEVATION - MSL
A	BOX HANGAR	23.5'	772'
B	T-HANGAR (14 UNIT)	14'	754'
C	T-HANGAR (14 UNIT)	14'	753'
D	T-HANGAR (14 UNIT)	14'	753'
E	ELECTRICAL VAULT	10.5'	743'
F	TERMINAL	14'	746'
G	T-HANGAR (14 UNIT)	17'	752'
H	T-HANGAR (14 UNIT)	17'	752'

NOTE:
AGL = ABOVE GROUND LEVEL / MSL = MEAN SEA LEVEL

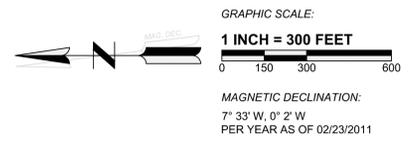
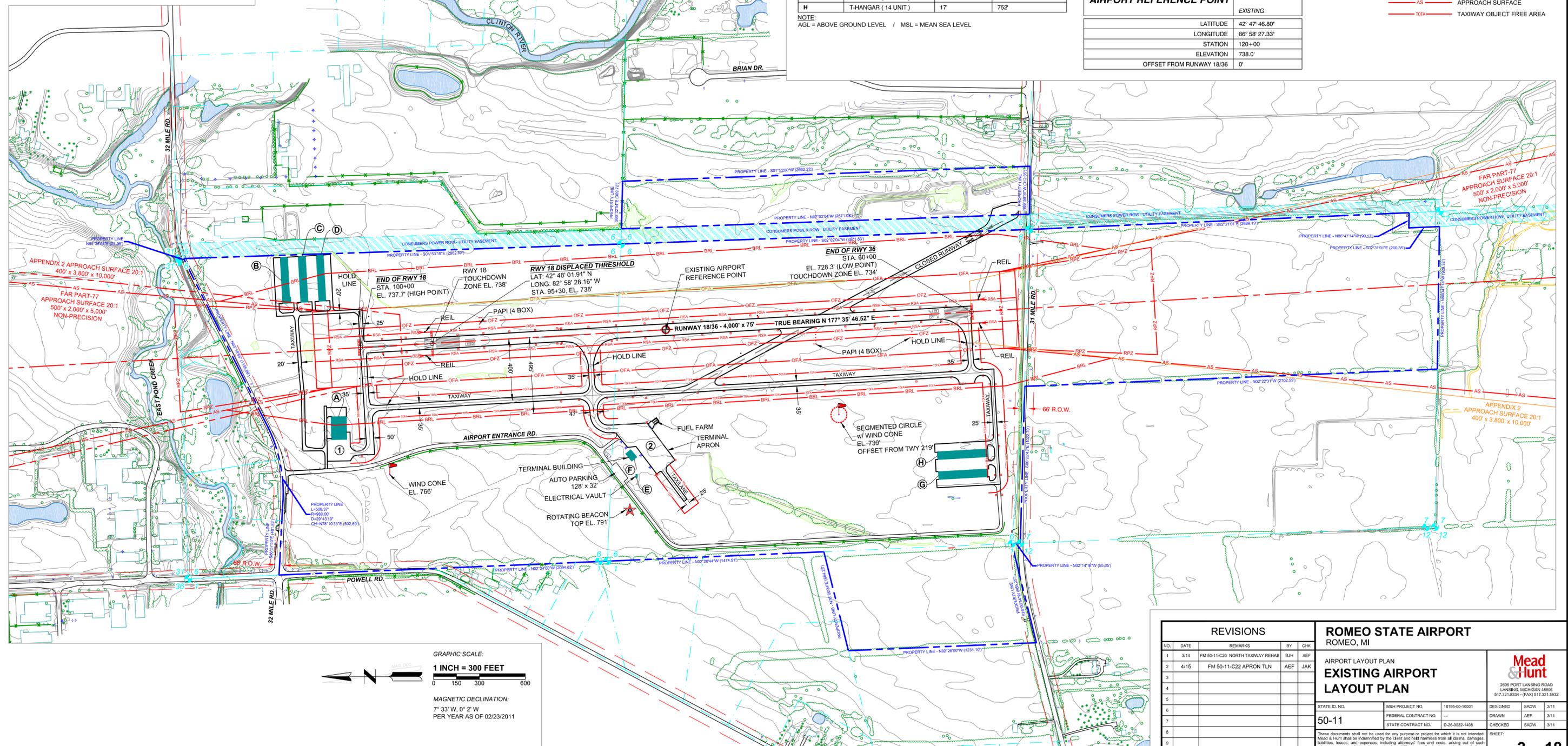
RUNWAY SAFETY AREA	EXISTING	EXISTING
	18	36
RUNWAY PROTECTION ZONE (RPZ)	500' x 700' x 1,000'	500' x 700' x 1,000'
FAR PART-77 APPROACH SURFACE	500' x 2,000' x 5,000'	500' x 2,000' x 5,000'
RUNWAY SAFETY AREA (RSA)	300' x 150'	300' x 150'
OBJECT FREE AREA (OFA)	300' x 500'	300' x 500'
OBSTACLE FREE ZONE (OFZ)	200' x 250'	200' x 250'
APPENDIX 2 APPROACH SURFACE	N/A	400' x 3,800' x 10,000'

RUNWAY DATA	EXISTING	DISP. THRESHOLD	EXISTING
	18	18	36
LATITUDE (LAT.)	42° 48' 06.55" N	42° 48' 01.91" N	42° 47' 27.07" N
LONGITUDE (LONG.)	82° 58' 28.43" W	82° 58' 28.16" W	82° 58' 26.18" W
ELEVATION (EL.)	737.7'	738'	728.3'
STATION (STA.)	100+00	95+30	60+00
BEARING	N 177° 35' 46.52" E	N 177° 35' 46.52" E	N 177° 35' 46.52" E
APPROACH TYPE	NON-PRECISION	NON-PRECISION	NON-PRECISION

APRON DATA	EXISTING	EXISTING
	1	2
DESCRIPTION	HANGAR APRON	TERMINAL APRON
SIZE	140' x 150'	325' x 150'

AIRPORT REFERENCE POINT		EXISTING
LATITUDE		42° 47' 46.80"
LONGITUDE		86° 58' 27.33"
STATION		120+00
ELEVATION		738.0'
OFFSET FROM RUNWAY 18/36		0'

- LEGEND**
- BUILDINGS
 - TREES AND TREE LINES
 - FENCE LINES
 - ROADS
 - WETLANDS
 - RIVERS, LAKES, COUNTY DRAINS
 - GROUND CONTOURS
 - WIND CONE
 - ROTATING BEACON
 - RUNWAY / TAXIWAY LIGHTING
 - POWER POLE
 - AIRPORT PROPERTY LINE
 - PROPERTY PARCELS
 - SECTION LINES
 - UTILITY EASEMENT
 - RUNWAYS, TAXIWAYS, PARKING
 - RUNWAY MARKINGS
 - CENTERLINES
 - RPZ - RUNWAY PROTECTION ZONE
 - RSA - RUNWAY SAFETY AREA
 - OFA - OBJECT FREE AREA
 - OFZ - OBSTACLE FREE ZONE
 - BRL - BUILDING RESTRICTION LINE
 - AS - APPROACH SURFACE
 - TOFA - TAXIWAY OBJECT FREE AREA



REVISIONS				
NO.	DATE	REMARKS	BY	CHK
1	3/14	PM 50-11-C20 NORTH TAXIWAY REHAB	BHJ	AEF
2	4/15	PM 50-11-C22 APRON TLN	AEF	JAK
3				
4				
5				
6				
7				
8				
9				
10				

ROMEO STATE AIRPORT
ROMEO, MI

AIRPORT LAYOUT PLAN
EXISTING AIRPORT LAYOUT PLAN

STATE ID. NO. 50-11
MMH PROJECT NO. 18195-00-10001
DESIGNED: SADOWSKI
FEDERAL CONTRACT NO. —
DRAWN: AEF
STATE CONTRACT NO. D-26-0092-1409
CHECKED: SADOWSKI

2605 PORT LANSING ROAD
LANSING, MICHIGAN 48906
517.321.8334 • (FAX) 517.321.6932

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