



REQUEST FOR PROPOSALS

Air Service Development Consultant

Bid Number: 1140

DUE DATE: September 15, 2022

DUE TIME: 5:00 pm (EST)

INTRODUCTION

The Gerald R. Ford International Airport Authority (GFIAA) is requesting proposals for a passenger and cargo Air Service Development Consultant (Consultant) to provide expertise in air service, given the new realities facing the airline industry. The initial contract term is for 3 years beginning November 15, 2022. GFIAA Reserves the right to renew the contract for additional terms following the initial contract term upon mutual agreement of both parties.

The Western Michigan economy has sound fundamentals, and the airport benefits from strong corporate support. Prior to COVID-19, Gerald R. Ford International Airport (GRR or Airport) celebrated record passenger growth for seven consecutive years. In 2020, the Airport completed its \$17.5 million terminal improvement and remodeling project (Gateway Transformation). The Airport also kicked-off its \$500 million capital expansion program, one of the largest in the country for a small-hub airport (Elevate). Elevate is an ambitious infrastructure investment project consisting of a new Air Traffic Control Tower, fully operational FIS, and expansion of Concourse A with eight additional gates and additional parking infrastructure designed to accommodate air service growth.

PROJECT SCHEDULE

| ACTIVITY | DATE |
|---------------------|------------|
| RFP Issue Date | 08/1/2022 |
| Question Deadline | 08/15/2022 |
| Submission Due Date | 09/15/2022 |
| Contract Start Date | 11/15/2022 |

All submissions must be made by 5 p.m. ET on the dates listed above. GFIAA reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum.

SCOPE OF SERVICES AND QUALIFICATIONS

The Gerald R. Ford International Airport is seeking a Consultant that takes a progressive, relationship-oriented, creative and data-based approach to passenger and cargo air service development. The qualified firm must have been in business for at least five years and have an exceptional track record helping airports strategically maintain and grow the number of flights, destinations, airlines and air service connectivity. The selected Consultant will perform the air service consulting services (the "Work"). The scope of services for the Work includes, but is not limited to, the following:

- Deliver a New Realities/ State of the Airline Industry Analysis tailored to GRR and Western Michigan within 30 days of engagement
- Provide Creative Recommendations on airline and route targeting; resulting in a strategy to increase passenger traffic
 - Frequency enhancements
 - New destinations
 - Returning destinations
- Design a customized short-term (within 6 months) and long-term (up to 18 months) recruitment portfolio of airlines and routes

- Identify second home ownership in greater Grand Rapids
- Complete a peer review of up to 8 airports (also include other smaller West Michigan airports) to identify the relative passenger traffic, average fare, and potential market stimulation compared to the others
- Identify possible reasons for any lag in service recovery at GRR
- Assist with as-needed introductions to high-ranking network planning leaders at various airlines
- Attend airline headquarter visits and industry conference meetings as requested
- Review and present unique data and provide input on new airline service proposals and pitches
- Provide targeted routes profitability analysis, passenger forecasting, airfare trends, yield, connectivity analysis, and any other financial performance measures to assess the viability of a new route and/or enhancing frequency of current routes
- Provide biweekly and monthly reports/dashboards/calls on trends, routes, etc.
- Provide on-call strategic air service counsel as needed
- Review Air Service Development Incentive Program and provide recommendations to strengthen the program

REQUESTS FOR INFORMATION

Questions regarding this proposal are to be submitted in writing to purchasing@grr.org prior to 5 p.m. on 8/15/2022.

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

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

Addendums will only be published by the GFIAA Purchasing Department and available for review at www.flyford.org.

SUBMISSION FORMAT AND EVALUATION CRITERIA

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

Executive Summary – One (1) page maximum

Summarize the strong points of the responding firm ("Respondent") and how experience, particularly with similar responsibilities, will benefit the stakeholders.

Business Organization – One (1) page maximum

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

Problem Statement & Recommendation – Twelve (12) pages maximum

State in succinct terms the Respondent's understanding of the major issues of this request. Describe

specifically the Respondent's intended process and responsibilities. Identify important steps that will be taken to meet the GFIAA's expectations and identify deliverables. In addition, a list of current airport and commercial airline clients should be submitted.

Project Staffing – Four (4) pages maximum

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

References – One (1) page maximum

Provide a minimum of three (3) relevant references, preferably for engagements of similar scope and complexity. Include the names of the projects, location, completion date, project cost, and specific challenges; identify project team members and references for each project including telephone numbers and email addresses.

Fee Proposal – Two (2) pages maximum

Describe your proposed form of compensation (i.e., commission, annual retainer, fee-for service, cost per hour by associate). Be specific about arrangements, failure to disclose compensation will be considered unresponsive.

GFIAA may at its option, require or request that respondents of its choice make presentations to an evaluation committee regarding their submission at a location of GFIAA's choice including, but not limited to, Routes World 2022, which will take place in Las Vegas, Nevada from October 16-18, 2022. Key staff to be assigned to this project must participate in this presentation unless otherwise waived by the GFIAA. The presentation may be followed by a question-and-answer session. This process may only take place after proposals have been submitted and reviewed and prior to the completion of the evaluation. Under no circumstances shall the provisions of the proposal be subject to negotiation prior to award.

REQUEST FOR PROPOSAL SUBMISSION

Responses may be delivered physically or electronically. To be considered, complete submissions must be received in the Gerald R. Ford International Airport Authority office located on the second floor of the terminal building prior to the due date and time specified (EST).

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

Submission address:

Attn: Tom Cizauskas, Business Administration Manager
Gerald R. Ford International Airport Authority
5500 44th St SE
Grand Rapids, MI 49512

- Electronic responses can be securely uploaded as a single pdf document to:
<https://www.dropbox.com/request/4mqGOYjB9sZZzludw9XI>

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

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

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

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

Each submission must be signed by a person authorized to sign contracts on the behalf of the firm. The name of the person signing must be followed by their respective title.

TERMS AND CONDITIONS

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

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

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

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

Certification of Respondent Regarding Debarment. By submitting a proposal to this RFP, the Respondent certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

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

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

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

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

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

Vendor Representation and Warranty Regarding Federal Excluded Parties List. The Respondent acknowledges that the GFIAA may be receiving funds from or through the Federal Government; such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the GFIAA that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this agreement (including any extensions thereof), the Respondent shall be in breach and the GFIAA shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

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

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

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

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

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

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

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

MICHIGAN FREEDOM OF INFORMATION ACT

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

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

EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

GFIAA reserves the right to request additional information it may deem necessary after the submissions are received including, but not limited to, oral presentations..

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

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

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

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

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

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

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

SERVICE CONTRACT

THIS SERVICE CONTRACT ("Contract") is entered into this ____ day of _____ 20 __, by and between the **Gerald R. Ford International Airport Authority**, a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq. ("Authority"), with a principal place of business at 5500 44th St. SE, Grand Rapids, Michigan 49512 and [_____], a [type of legal entity] ("Contractor"), with a principal place of business at [_____].

WHEREAS:

- A. The Authority operates the Gerald R. Ford International Airport located in Grand Rapids, Michigan (the "Airport"), and needs various [type of services] regularly provided for the benefit of all users of the Airport.
- B. The Contractor has extensive experience and expertise in providing the Services (as defined below) and in providing certain of the materials and supplies needed therefore.
- C. The parties wish to contract for the Services of the Contractor to provide such Services for the Authority at the Airport.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties agree as follows:

1. INTRODUCTION

- 1.1 **Nature and Scope of Contract.** The Authority hereby contracts with the Contractor as a provider of the Services, and to provide certain materials, supplies and equipment for the efficient performance of the Services as set forth in sections 2, 3 and 4 of this Contract. The Authority agrees to pay the consideration therefore as provided in section 5 of this Contract. Contractor accepts such duties and responsibilities and agrees to provide the Services and to make available to the Authority such materials, supplies and equipment, all as set forth herein.
- 1.2 **Joint Cooperation.** The parties hereto shall collaborate and cooperate to ensure the Services are provided in a timely and efficient manner, and the Authority will be at all times entitled to be advised, at its request, of the status of the work performed by Contractor and of the details thereof.
- 1.3 **Term of Contract.** The term of this Contract shall commence on [_____] and shall continue, unless earlier terminated pursuant to this Contract for a term of [_____] ([__]) years (the "Initial Term"). [The Initial Term shall then automatically renew for successive one (1) year periods (each, a "Renewal Term", and collectively with the Initial Term, the "Term"), unless either party provides at least 60 days' notice of non-renewal prior to the end of the then current Initial Term or Renewal Term.]

2. SERVICES

2.1 Specific Services.

- (a) The Authority hereby retains Contractor to furnish the services and related labor, material, equipment, supervision, tools and all other items and personnel necessary to provide the services for the Airport, which services are more particularly described in **Exhibit A** (the "Services"). The

Services shall be performed at the Airport, in accordance with the terms of this Contract and Exhibit A. Any changes to the scope of the Services must be approved in writing, by the Authority.

(b) Contractor agrees to train, manage and direct its employees to provide all required Services to the Authority. Such training, management, and direction shall be provided in the context of the physical areas, job descriptions and duties of the Contractor's employees and the elaboration of Contractor's duties as are set forth in Exhibit A attached hereto.

(c) To the extent not inconsistent with this Contract, the terms of Contractor's performance contained in its proposal dated [_____] are incorporated by reference.

(d) Contractor is an independent contractor and not an agent of Authority. The selection, retention, assignment, direction, and payment of Contractor's employees shall be the sole responsibility of Contractor. Authority shall not attempt to exercise any control over the daily performance of duties by Contractor's employees, except to the extent and in the manner required by law or regulation or in order to meet necessary maintenance, safety or security obligations of the Airport.

(e) Time is of the essence in Contractor's performance of its obligations (including performance of the Services) under this Contract.

2.2 **Training Materials.** Contractor will, at its expense, provide and maintain all necessary training equipment, films, slides, literature, daily work and project schedule, indices, standard operational procedures, and all material used to train Contractor's employees. Such material shall, at all times, remain the property of Contractor.

2.3 **Permits and Licenses; Compliance with Law.** Contractor shall, at its expense, procure all licenses and permits which are or may become required for the lawful rendering of the Services. Contractor agrees to observe and obey all rules and regulations promulgated from time to time by the Authority, the Department of Transportation, and the Michigan Aeronautics Commission, governing the conduct and operation of the Authority and its facilities. The Authority agrees that any rules and regulations promulgated by the Authority shall not be inconsistent with any legally authorized rule or regulation of the Department of Transportation or of the FAA. Contractor shall be advised of and provided copies of any rules and regulations adopted by Authority affecting Contractor's operation on the Authority's property. Contractor agrees to comply with all statutes, ordinances and regulations which are applicable to the conduct of its Services and activities hereunder, including but not limited to, the Authority's Rules and Regulations.

2.4 **Sanctions for noncompliance.** In the event of Contractor's non-compliance with any or all of the above, the Authority shall impose such sanctions as it may determine to be appropriate, including but not limited to:

- (a) withholding of payments to Contractor until Contractor complies, and/or
- (b) cancellation, termination or suspension of the Contract, in whole or in part.

2.5 **Costs of Contractor.** Contractor shall pay all direct operating costs incurred in connection with the Services. The term "direct operating costs" means all costs directly attributable to the provisions of the Services hereunder, including, but not limited to the following costs:

- (a) salaries, and benefits, if any of all Contractor personnel;
- (b) taxes and fees imposed by federal, state and local authorities in connection with the provision of the Services, as well as mandated insurance coverages;
- (c) training materials described in Section 2.2 of this Contract;
- (d) certain materials and supplies pursuant to Section 4 of this Contract;

- (e) purchase of additional or replacement equipment necessary to conduct the Services;
and
- (f) any other costs incurred by Contractor in conducting the Services.

3. PERSONNEL

3.1 Contractor Personnel.

(a) Contractor agrees to furnish, at its own expense, all coordinating management personnel which, in its judgment, are required for the proper performance of the Services. One of such persons shall be an "on-site" manager, who shall be Contractor's chief representative in connection with the performance of Contractor's duties under this Contract. Contractor shall provide a contact telephone number to the Authority. Contact is to be a supervisory person and the number provided is not to be a pager, answering machine, or answering service. Cell phone contact with such person is acceptable.

(b) In addition to the management personnel, Contractor will furnish all necessary employees, supervisory, training and technical and special projects personnel as required for the efficient performance of the Services.

(c) The employees of Contractor shall be deemed to be under the sole control and direction of the Contractor, who shall be directly responsible for such employees' acts and/or omissions.

(d) It is understood that the Contractor is obligated to frequently inspect the quality and effectiveness of Contractor's Services and work and, when inspections indicate that there is a deficiency, the Contractor will immediately follow through without hesitation to correct the deficiency.

All of the personnel described in sub-paragraph (b) will be employees of Contractor. Contractor will pay all of their salaries and all payroll and other taxes, fees, worker's compensation insurance and other charges or insurance levied or required by any federal, state or local statute in connection with their employment.

3.2 **Personnel Acceptability.** All Contractor personnel must be acceptable to the Authority. The Authority may require a replacement of personnel deemed not acceptable. The Authority shall have the right at all times to require Contractor to remove and/or replace any personnel working on the Authority's property, including, but not limited to those present in the Airport.

3.3 **Background Checks.** Contractor shall conduct, at its own expense, and ensure that all of its employees and contractors engaged in the Services, or otherwise accessing any premises used in connection with the Services, have undergone successful background screening tests prior to commencement of the Services. Such background screening tests shall include comprehensive federal criminal history, applicable state criminal history and sex offender registry searches with reputable commercial search companies. Such background checks are to be in addition to any background checks required for individuals to receive air operations area (AOA) badges. By assigning any employees and contractors to perform the Services, Contractor represents and warrants that all such individuals have undergone successful background screening tests. Such background screening shall be considered satisfactory if completed by Contractor within thirty (30) days of commencement of the Services. If requested by Authority, Contractor shall provide Authority with evidence of such searches.

3.4 **Uniforms.** Contractor shall, at its own expense, furnish uniforms for all non-management personnel. Uniform design shall be approved by the Authority in writing prior to being placed in service.

4. EQUIPMENT

- 4.1 **Equipment provided by Contractor.** Contractor shall provide all equipment necessary to fulfill its obligations pursuant to this Contract. All equipment provided by Contractor in connection with the rendering of the Services shall remain in the property of Contractor. Contractor shall be responsible for the repair, maintenance, and replacement of such equipment, at no additional cost to the Authority. All Contractor equipment and vehicles must be clearly marked with the Contractor's name and have an operational beacon light mounted on top.
- 4.2 **Authority Approval for Equipment.** All of Contractor's equipment is expected to be in good repair. All equipment used is subject to approval of the Authority and shall be replaced at Contractor's expense upon request by the Authority.

5. COMPENSATION

- 5.1 **Authority's Obligation to Pay Compensation.** In consideration of the satisfactory performance by Contractor of the Services, the Authority agrees to pay to Contractor, the amount set forth in Section 5.2, immediately below, at the times set forth in Section 5.3 of this Contract.
- 5.2 **Amount of Compensation.** Subject to adjustments as provided in subsequent sections of this Section 5, the Contract amount to be paid is set forth in Exhibit A.
- 5.3 **Payment Procedure.** Contractor will submit invoices for the Services, each month on the last day of the month worked. Such invoices shall contain a detailed description of the Services performed during said month. The Authority shall remit payment to the Contractor for all Services that are satisfactorily performed, by the fifteenth (15th) of the following month. If the Authority does not approve Contractor's invoice, the Authority shall pay such amount as it deems owing to Contractor, and give Contractor written notice of why such approval was not given.
- 5.4 **Withholdings.** Contractor agrees that portions, or all, of the monthly contract amount may be withheld for unsatisfactory performance.

6. INDEMNIFICATION

- 6.1 **Indemnification of the Authority.** Contractor, for itself and its employees and subcontractors, agrees to indemnify and hold the Authority, the County of Kent, Michigan, and any and all agencies, department, subsidiaries, partners and affiliates of the foregoing; and all of the respective board members, commissioners, directors, officers, partners, members, and employees of all of the foregoing, and anyone else acting for or on their behalf (the "Indemnified Parties") harmless from and against any and all loss, costs, claims, damages, liabilities, suits, liens and expenses (including reasonable attorneys' fees and costs of defense) regardless of whether such losses arise or relate to any third party claims, incurred by or asserted against any of the Indemnified Parties directly or indirectly arising or alleged to arise out of or in connection with or due to (i) Contractor's performance or failure to perform any provisions of this Contract, (ii) the breach of any representation, warranty, or covenant contained in this Contract, or (iii) injury to persons or property caused by Contractor or Contractor's employees or agents. The foregoing indemnity shall specifically include, but shall not be limited to all claims directly or indirectly arising or alleged to arise under any scaffolding, structural work or safe workplace law or any law or regulation with respect to the protection of adjacent properties or landowners. These indemnification obligations of Contractor shall survive the expiration or earlier termination of the Term of this Contract.
- 6.2 **Indemnification of Contractor.** The Authority shall indemnify and hold Contractor and its partners, directors, officers and employees harmless from any liability imposed against Contractor by reason of gross negligence or willful misconduct of the Authority or its employees. This paragraph does not constitute a waiver or release by the Authority of any legal or equitable defense, such as but not

limited to governmental immunity, which shall be fully applicable hereto.

7. INSURANCE

Contractor, for itself and all subcontractors, prior to the commencement of any of the Services anticipated hereunder, shall provide Authority, with Certificates of Insurance evidencing the existence of insurance issued by carriers and in amounts and on forms acceptable to the Authority. Insurance required for Contractor is described in Exhibit B attached hereto and incorporated herein.

8. ACCOMMODATIONS PROVIDED BY THE AUTHORITY

Authority may, but shall not be required to, designate areas within or around Authority's property for the temporary storage of Contractor's materials, equipment or supplies. From time to time, Authority may relocate such storage areas or terminate Contractor's permission to store any or all materials, equipment or supplies at or around the Authority's property. All materials, equipment and supplies of Contractor which are stored at or around Authority's property shall be at Contractor's sole risk and peril. Upon notice from Authority, or upon termination of this Contract, Contractor shall promptly remove from such designated storage area all of Contractor's materials, equipment and supplies; and any materials, supplies or equipment of Contractor or its employees or subcontractors which remain more than seventy-two (72) hours after such notice or the termination of this Contract may be disposed of by Authority without obligation or liability to Contractor or anyone claiming by, through or under Contractor.

9. JOINT REVIEW

At the Authority's request, a representative of the Authority and Contractor will meet for the purpose of reviewing Contractor's performance with respect to the Services and generally to review the results of operations under this Contract in comparison with the expectations of the parties. Additionally, the Authority's representative and Contractor will jointly inspect the grounds, as necessary, to confirm satisfactory performance of the Services by Contractor.

10. TERMINATION

10.1 Notice of Breach and Termination. The Authority may terminate this Contract or any supplement hereto at any time, without forfeiture, waiver or release of any rights of the Authority, upon default or breach by the Contractor in the performance of the Services to be provided by Contractor under this Contract or any supplement hereto, or in the non-observance or non-compliance with any of the terms and conditions of this Contract or of any supplement hereto, or if the Authority determines, in the Authority's sole discretion, that the Services rendered or work performed by Contractor is unsatisfactory in any way. The Authority may give Contractor immediate written notification of such termination at any time. Upon notice of such termination, Contractor shall immediately cease all Services or work under this Contract and any supplement hereto, as applicable. Contractor shall invoice and be paid for only those Services rendered and work performed through the date of termination which are reasonably satisfactory to the Authority. Notwithstanding the above, Contractor shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach or default of this Contract or supplement hereto by Contractor, and the Authority may withhold any payments to Contractor for the purpose of set off for such damages so sustained by the Authority.

For any other cause whatsoever, or for no cause, the Authority shall have the right to terminate this Contract or any supplements hereto at any time upon thirty (30) days' written notice to Contractor of such termination. Contractor shall cease all Services or work upon those Services rendered and work performed through the date of termination, and shall provide any and all documents and reports relating thereto, to the Authority, as applicable, upon payment to Contractor.

10.2 **Termination by Contractor Based on Authority's Failure to Pay the Net Amount Due.**

Contractor may terminate this Contract upon thirty (30) days' written notice if the Authority fails or refuses to pay Contractor in accordance with the provisions of Sections 5.1, 5.2, 5.3.

11. **NOTICES**

Form of Notice and Delivery. Any notice required or permitted under this Contract shall be in writing and shall be delivered either personally or by certified or registered mail, with proper postage prepaid to:

If to the Contractor:

[_____]
[_____]
[_____]
[_____]

If to the Authority:

Gerald R. Ford International Airport Authority
5500 44th St SE
Grand Rapids, Michigan 49512
Attn: Tom Cizauskas, Purchasing Manager

In the event the date of actual receipt of any notice is not recorded, notices shall be deemed to have been received on the third day after post.

12. **GENERAL PROVISIONS**

- 12.1 **Standard Covenants.** The provisions of Exhibit C attached hereto and as amended from time to time by the Federal Aviation Administration or Authority (the "Standard Covenants") are incorporated herein and made a part of this Contract. Authority shall provide notice to Contractor of any amendment to the Standard Covenants, and such amendments shall be binding upon Contractor.
- 12.2 **Representations and Warranties.** Contractor represents and warrants to Authority that: (i) Contractor has the right to enter into this Contract, to grant the rights granted herein and to perform fully all of its obligations under this Contract; (ii) Contractor entering into this Contract with Authority and Contractor's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject; and (iii) Contractor and its employees and subcontractors have the required skill, experience and qualifications to perform the Services and shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner. These representations shall survive the termination of this Contract.
- 12.3 **Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular part, term or provision.
- 12.4 **Headings.** The headings that appear in this Contract have been inserted for the purpose of convenience only. They are not intended to, and shall not be deemed to, define, limit or extend the scope or intent of any provision hereof.
- 12.5 **Entire Contract.** This Contract has been negotiated and prepared by and for the parties equally and shall not be construed as having been drafted by one party. When fully executed, it shall supersede any and all prior and existing contracts between the parties hereto, either oral or in writing. To the extent not inconsistent with this Contract, the terms of Contractor's performance contained in its

proposal dated [_____] are incorporated by reference. This Contract contains the entire Contract between the parties hereto with respect to the subject matter hereof.

- 12.6 **Amendments.** Any amendments or modifications to this Contract must be made in writing and signed by both parties.
- 12.7 **Assignments.** This Contract and each provision of it shall operate to the benefit of the parties and to their respective permitted successors in interest, legal representatives and assigns. Contractor may not assign this Contract without the Authority's prior written consent.
- 12.8 **Dispute.** In the event of any dispute or difference of any kind whatsoever, arising out of or in relation to or in connection with the validity or invalidity, construction, execution, meaning, operation or effect, change of or breach of this Contract, which cannot be settled by the individuals who have executed this Contract by signature, such dispute or difference shall be referred to the parties' respective CEOs (or equivalents) who shall meet together with a view to resolving the same within a period of not more than thirty (30) days from the date of the submission. In the event that parties' respective CEOs are unable to amicably resolve such dispute or difference within a reasonable time, the parties shall be free to pursue any and all available remedies at equity or law. Pending resolution of such dispute or difference and without prejudice to their rights, the parties shall continue to respect all their obligations and to perform all their duties under this Contract.
- 12.9 **Choice of Law or Jurisdiction.** This Contract shall be governed by the laws of the State of Michigan and the exclusive venues for all disputes arising out of this Contract shall be the United States District Court for the Western District of Michigan and the 17th Circuit Court, Kent County, Michigan (the "Agreed-Upon Venues"), and no other venues. The parties stipulate that the Contract is an arms-length transaction entered into by sophisticated parties, and that the Agreed-Upon Venues are convenient, are not unreasonable, unfair, or unjust, and will not deprive any party of any remedy to which it may be entitled. The parties agree to consent to the dismissal of any action arising out of this Contract that may be filed in a venue other than one of the Agreed-Upon Venues; the reasonable legal fees and costs of the party seeking dismissal for improper venue will be paid by the party that filed suit in the improper venue.
- 12.10 **Non-Waiver.** No waiver of any default of this Contract will be construed to be or constitute a waiver of any subsequent default.
- 12.11 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be a separate document but all of which constitute one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

AUTHORITY:

Gerald R Ford International Airport Authority,
a regional airport authority organized under
2015 P.A. 95, being MCL 259.137 et. seq.

CONTRACTOR:

[Name of Contractor]
[Type of Legal Entity]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

17276514

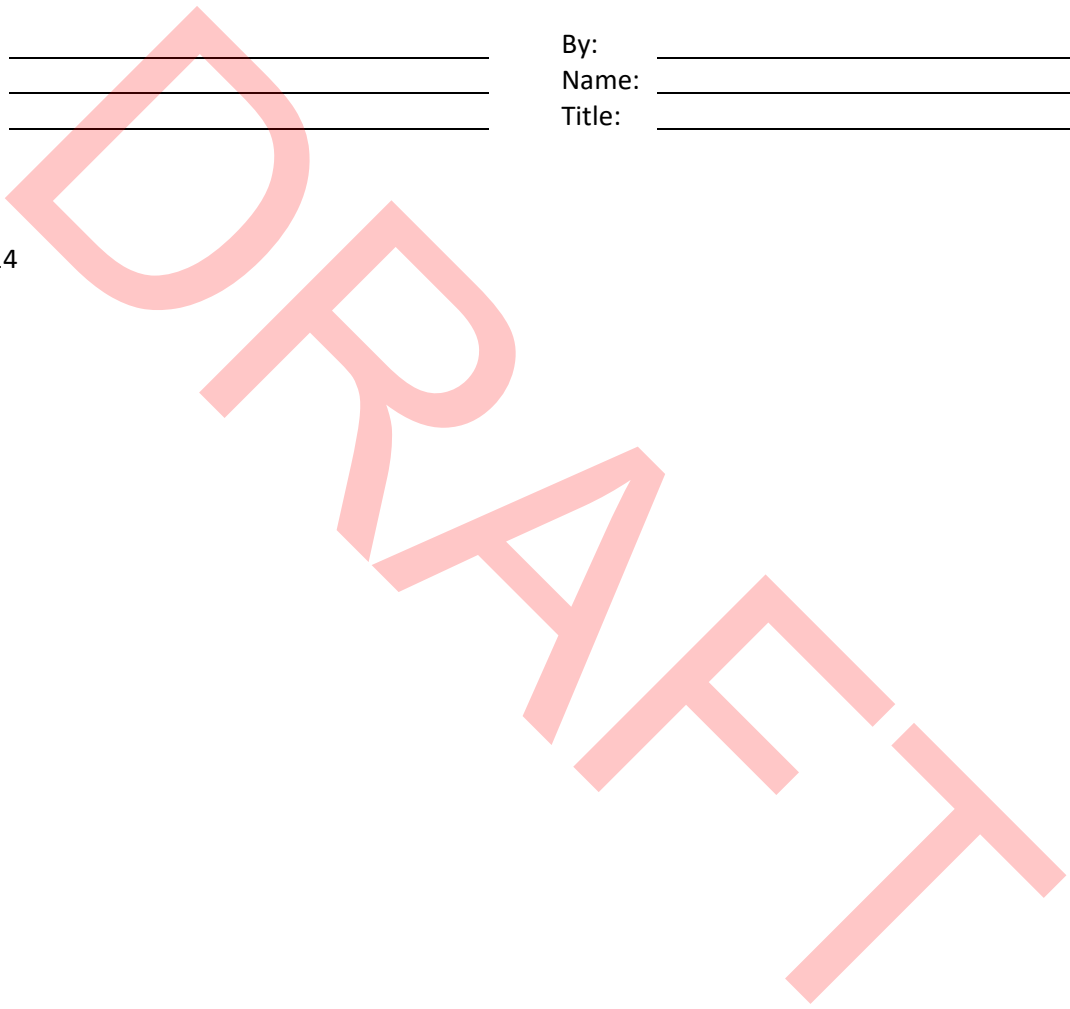


EXHIBIT A

Scope of Services and Compensation

Services

Compensation

DRAFT

EXHIBIT B

Insurance Requirements

See attached.

DRAFT

EXHIBIT C

Standard Covenants

See attached.

DRAFT

EXHIBIT A

STANDARD COVENANTS

The following standard covenants are incorporated, as applicable, into all leases, licenses, concessions, operating permits and other agreements with the Gerald R. Ford International Airport and may be amended from time to time. A material breach of any of the following applicable covenants shall constitute a material breach of Grantee's underlying Agreement. "Grantee" means the tenant, lessee, licensee, concessionaire, or other contracting party as the case may be of the underlying Agreement. "Authority" or "Owner" means the Gerald R. Ford International Airport Authority. Notably, not all covenants and provisions provided below are applicable to all contracting situations. As such, only those provisions that are to be incorporated in any lease, license, concessions, operating permit or agreement, as identified by the following identifiers are intended to be incorporated into the underlying Agreement. All other provisions not marked with the relevant identifier (as indicated below) are not applicable and not binding on the parties. Except as otherwise provided in an agreement with the Authority by specific reference to the applicable provision(s) of these Standard Covenants, these Standard Covenants, and the terms and conditions contained herein shall govern, control, and prevail. Certain language contained in these standard covenants is mandatory language provided by the Federal Aviation Administration. As such, any reference herein to "Contractor", "Lessee", "Concessionaire", and "Tenant" shall refer to Grantee, and any reference herein to "Subcontractor" shall refer to Grantee's subcontractors, as applicable.

| CONTRACT TYPE | IDENTIFIER |
|---|---|
| Dollar Thresholds. The dollar threshold represents the value at which, when equal or exceeded, the provision shall be incorporated in the contract or agreement. | "\$0"; "\$2,000"; "\$3,500"; "\$10,000"; "\$25,000"; "\$100,000"; "\$150,000" |
| Solicitation Contracts. These provisions must be included in solicitation contracts, requests for bids, or requests for proposals. | "Solicit." |
| Professional Services Contracts. The Authority must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work (as defined by the U.S. Department of Labor) and exceeds \$10,000. Examples include installation of monitoring systems (e.g. noise, environmental, etc.). | "Pro. Serv." |
| Construction Contracts. The Authority must incorporate this notice in all solicitations for bids or requests for proposals for Airport Improvement Project funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction. | "Construct." |
| Equipment Contracts. These provisions must be included in all contracts relating to equipment projects exceeding \$10,000 that involve installation of equipment onsite (e.g. electrical vault equipment). These provisions do not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g. firefighting and snow removal vehicles). | "Equip." |
| Property (Land) Contracts. The Authority must include these covenants in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing. | "Prop." |
| Non-Airport Improvement Project Contracts. These provisions apply to contracts that are not supported by Airport Improvement Project funds. | "Non-AIP" |

EXHIBIT A

STANDARD COVENANTS

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

I. All Contracts and Agreements. \$0, Solicit., Pro Serv., Construct., Equip., Prop., Non-AIP.

- A. Nondiscrimination Under Michigan Law. Grantee agrees for itself and its subcontractors not to discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement. (MCL 37.1209; MCL 37.2209)
- B. General Civil Rights Provisions - Contracts. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- C. General Civil Rights Provisions - Lease Agreements or Transfer Agreements. The tenant/concessionaire/lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the tenant/concessionaire/lessee transfers its obligation to another, the transferee is obligated in the same manner as the tenant/concessionaire/lessor. This provision obligates the tenant/concessionaire/lessee for the period during which the property is owned, used or possessed by the tenant/concessionaire/lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- D. No Exclusive Right. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Authority reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.
- E. Furnishing Nondiscriminatory Services. Grantee agrees to furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that Grantee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

II. Standard Covenants.

- A. Access to Records and Reports. \$0, Pro Serv., Construct., Equip., Prop. Grantee must maintain an acceptable cost accounting system. Grantee agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United State or any of their duly authorized representatives access to any books, documents, papers and records of the Grantee which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Grantee agrees to maintain all books, records and reports required under this contract for a period of not less than three (3) years after final payment is made and all pending matters are closed.
- B. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity. \$10,000, Solicit., Pro Serv., Construct., Equip., Prop. (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein. (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows: Timetables: Goals for minority

EXHIBIT A

STANDARD COVENANTS

participation for each trade: **[SPONSOR MUST INSERT ESTABLISHED GOAL]**; Goals for female participation in each trade: 6.9%. These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed. (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. (4) As used in this notice and in the contract resulting from this solicitation, the "covered area" is Cascade Charter Township, Michigan.

- C. **Breach of Contract Terms. \$150,000, Pro. Serv., Construct., Equip., Prop.** Any violation or breach of terms of this contract on the part of the Grantee or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The Authority will provide Grantee written notice that describes the nature of the breach and corrective actions Grantee must undertake in order to avoid termination of the contract. The Authority reserves the right to withhold payments to Grantee until such time Grantee corrects the breach or the Authority elects to terminate the contract. The Authority's notice will identify a specific date by which Grantee must correct the breach. The Authority may proceed with termination of the contract if Grantee fails to correct the breach by the deadline indicated in the Authority's notice. The duties and obligations imposed by the contract and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- D. **Buy American Preferences. \$0, Solicit., Pro Serv., Construct., Equip., Prop.** The Grantee agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder or offeror must complete and submit a Buy American certification for total facility and manufactured product with their bid or offer. The Authority will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.
- E. **Title VI Solicitation Notice. \$0, Solicit., Pro Serv., Construct., Equip., Prop., Non-AIP.** The Authority in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- F. **Civil Rights – Title VI Assurances – Contracts. \$0, Solicit., Pro Serv., Construct., Equip., Prop., Non-AIP.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows: (1) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. (3) Solicitations for Subcontracts, including Procurements

EXHIBIT A

STANDARD COVENANTS

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

- G. Civil Rights – Title VI Assurances – Transfer of U.S. Property. **\$0, Prop., Non-AIP.** NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the Authority will accept title to the lands and maintain the project constructed thereon in accordance with the appropriate legislative authority, for the Airport Improvement Program, and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Authority all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in the applicable contract.(HABENDUM CLAUSE) TO HAVE AND TO HOLD said lands and interests therein unto the Authority and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Authority), its successors and assigns. The Authority, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and (2) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction.
- H. Civil Rights – Title VI Assurances – Transfer of Real Property. **\$0, Prop., Non-AIP.** (A) The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add “as a covenant running with the land”) that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the

EXHIBIT A

STANDARD COVENANTS

(grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities. (B) With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. (C) With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Authority and its assigns.

- I. Civil Rights – Title IV Assurances – Construction/Use/Access to Real Property. \$0, Prop., Non-AIP. (A) The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities. (B) With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. (C) With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the Authority will there upon revert to and vest in and become the absolute property of the Authority and its assigns.
- J. Pertinent List of Nondiscrimination Authorities – Title VI. \$0, Pro Serv., Construct., Equip., Prop., Non-AIP. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); (b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964); (c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27; (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); (h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; (i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT A

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- K. Clean Air and Water Pollution Control. \$150,000, Pro Serv., Construct., Equip., Prop. Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Grantee agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
- L. Contract Workhours and Safety-Standard Act Requirements. \$100,000, Pro Serv., Construct., Equip., Prop. (1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause. (3) Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause. (4) Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.
- M. Copeland "Anti-Kickback" Act. \$2,000; Pro Serv., Construct., Equip., Prop. Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.
- N. Davis-Bacon Requirements. \$2,000; Solicit., Pro Serv., Construct., Equip., Prop. (1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its

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subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (2) Withholding. The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and Basic Records. (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation

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Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete; (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12. (4) Apprentices and Trainees. (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the

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apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Grantee will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30. (5) Compliance with Copeland Act Requirements. The Grantee shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract. (6) Subcontracts. The Grantee or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5. (7) Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. (8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract. (9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Grantee (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (10) Certification of Eligibility. By entering into this contract, the Grantee certifies that neither it (nor he or she) nor any person or firm who has an interest in the Grantee's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

- O. **Debarment and Suspension. \$25,000, Solicit., Pro Serv., Construct., Equip., Prop.** By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction" must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by: (1) Checking the System for Award Management at website: <http://www.sam.gov>. (2) Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above. (3) Inserting a clause or condition in the covered transaction with the lower tier contract. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose

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to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

- P. Disadvantaged Business Enterprise. \$0; Solicit., Pro Serv., Construct., Equip., Prop. (A) Information Submitted as a Matter of Bidder Responsiveness: The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR 26.53. As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein: (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract; (2) A description of the work that each DBE firm will perform; (3) The dollar amount of the participation of each DBE firm listed under (1); (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and (5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. (B) Information Submitted as a Matter of Bidder Responsibility: The Owner's award of this contract is conditions upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR 26.53. The successful Bidder or Offeror must provide written confirmation of participating from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening. (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract; (2) A description of the work that each DBE firm will perform; (3) The dollar amount of the participation of each DBE firm listed under (1); (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and (5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. (C) The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. The Contractor 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 Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Grantee from future bidding as non-responsible. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from the recipient. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontractors.
- Q. Distracted Driving. \$3,500; Pro Serv., Construct., Equip., Prop. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Authority encourages the Grantee to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Grantee must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.
- R. Energy Conservation Requirements. \$0; Pro Serv., Construct., Equip., Prop. Grantee and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).
- S. Equal Opportunity Clause. \$10,000; Pro Serv., Construct. Equip., Prop. During the performance of this contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees

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to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) 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 considerations for employment without regard to race, color, religion, sex, or national origin. (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- T. **Equal Opportunity Specification. \$10,000; Pro Serv., Construct. Equip., Prop.** (1) As used in these specifications: (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted; (b) "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority; (c) "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; (d) "Minority" includes: (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race); (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification). (2) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted. (3) If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables. (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority

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and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified. (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto. (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor. (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following: (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities. (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses. (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken. (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations. (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above. (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed. (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter. (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business. (i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process. (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce. (k) Validate all tests and other selection requirements where there is an obligation to do so

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under 41 CFR part 60-3. (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities. (m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out. (n) Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. (p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations. (8) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance. (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized. (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin. (11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246. (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended. (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8. (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records. (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- U. Fair Labor Standards Act. \$0, Pro Serv., Construct., Equip., Prop. This contract and any subcontracts that result here from incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Grantee has full responsibility to monitor compliance to the referenced statute or regulation. Grantee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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- V. Trade Restriction Certification. **\$0, Solicit., Pro. Serv., Construct., Equip., Prop.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR); (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and (3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001. The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Contractor or subcontractor: (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or (3) who incorporates in the public works project any product of a foreign country on such USTR list. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Contractor has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.
- W. Lobbying Federal Employees. **\$100,000, Solicit., Pro Serv., Construct., Equip., Prop.** The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- X. Occupational Safety and Health Act. **\$0, Pro Serv., Construct., Equip., Prop.** This contract incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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- Y. **Prohibition of Segregated Facilities. \$10,000, Pro Serv., Construct., Equip., Prop.** (1) The Grantee agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Grantee agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract. (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. (3) The Grantee shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.
- Z. **Procurement of Recovered Materials. \$10,000; Solicit., Pro Serv., Construct., Equip., Prop.** Grantee and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Grantee and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever: The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or The Grantee has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year. The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is: (a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule; (b) Fails to meet reasonable contract performance requirements; or (c) Is only available at an unreasonable price.
- AA. **Right to Inventions. \$0, Pro Serv., Construct., Equip.** Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Authority in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Grantee must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.
- BB. **Seismic Safety. \$0, Pro Serv., Construct., Equip.** In the performance of design services, the Grantee agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Grantee agrees to furnish the Authority a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code. The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.
- CC. **Tax Delinquency and Felony Convictions. \$0, Pro Serv., Construct., Equip., Prop.** The applicant certifies and represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. The applicant further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certificate in all lower tier subcontracts. Term Definitions: (1) Felony conviction: "Felony conviction" means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559. (2) "Tax Delinquency": A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or

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have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- DD. Termination of Contract. \$10,000, Pro Serv., Construct., Equip., Prop. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS) The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause: (1) Contractor must immediately discontinue work as specified in the written notice. (2) Terminate all subcontracts to the extent they relate to the work terminated under the notice. (3) Discontinue orders for materials and services except as directed by the written notice. (4) Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice. (5) Complete performance of the work not terminated by the notice. (6) Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession. Owner agrees to pay Contractor for: completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination; documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work; reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action. Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract. TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES) The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. TERMINATION FOR DEFAULT (CONSTRUCTION) Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor. TERMINATION FOR DEFAULT (EQUIPMENT) The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor: (1) Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed; (2) Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms; (3) Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions; (4) Fails to comply with material provisions of the Contract; (5) Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or (6) Becomes insolvent or declares bankruptcy. If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default. If within 10 days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment. Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default. Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location. If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner. The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this

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contract. **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)** Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement. (a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to: (1) Perform the services within the time specified in this contract or by Owner approved extension; (2) Make adequate progress so as to endanger satisfactory performance of the Project; or (3) Fulfill the obligations of the Agreement that are essential to the completion of the Project. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner. (b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner: (1) Defaults on its obligations under this Agreement; (2) Fails to make payment to the Consultant in accordance with the terms of this Agreement; (3) Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant. Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- EE. **Veteran's Preference.** \$0, **Pro Serv., Construct., Equip., Prop.** In the employment of labor (excluding executive, administrative, and supervisory positions), the Grantee and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

III. **Safety and Security Procedures.**

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

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

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

IV. Environmental Regulations.

A. Grantee shall comply with the following environmental regulations:

1. Authority's Consent Required. Grantee shall not cause or permit any Hazardous Materials, as defined below, to be stored or used on or about the Premises by Grantee, its agents or employees, except in compliance with Environmental Laws as described below and as permitted by the Authority.
2. Compliance with Environmental Laws. Grantee shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about or from the Premises (collectively "Environmental Laws").
3. Hazardous Materials Handling. Grantee shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for Grantee's use of the Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Premises. Except for discharges into the sanitary sewer, Grantee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Grantee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the term of the Agreement, Grantee shall cause all Hazardous Materials to be removed from the Premises and to be transported for use, storage, disposal or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that Grantee shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying the Authority of Grantee's intention to do so and affording the Authority ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Authority's interest with respect thereto.
4. Notices. If at any time Grantee shall become aware, or have reasonable cause to believe, that any Hazardous Material has come to be located on or about the Premises in violation or potential violation of Environmental Laws, Grantee shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide Authority with written notice of that condition. In addition, Grantee shall immediately notify the Authority in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Grantee or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Premises, including any complaints, notices, warnings, or asserted violations in connection therewith. Grantee shall also supply to Authority as promptly as possible, and in any event within five (5) business days after Grantee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises or Grantee's use thereof. Grantee shall promptly deliver to the Authority, upon request, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.
5. Definition of Hazardous Materials. As used in this lease, "Hazardous Material or Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or

EXHIBIT A

STANDARD COVENANTS

substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, (iv) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.

- B. Grantee shall indemnify, defend and hold harmless the Authority, the Department, and the County, including their officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of usable space or of any amenity of the Premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Premises or any property whatsoever, arising from or caused by the Grantee's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this lease. Grantee's obligations under this Paragraph B shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of the condition of the Premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith should Authority have a reasonable basis to believe that Grantee has caused the presence of Hazardous Materials in violation of Environmental Laws and Grantee fails to first conduct its own environmental investigation, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith and resulting from Grantee's violation of Environmental Laws. Grantee's obligations under this Paragraph B shall survive the expiration or earlier termination of the term of the lease.
- C. Notwithstanding any provisions of this lease to the contrary, the Authority, at its sole discretion, shall have the right to enter and inspect the Premises, including Grantee's business operations thereon, upon reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Grantee's business, to investigate the presence of potential presence of Hazardous Materials on the Premises in violation of Environmental Laws. During such inspection, the Authority shall have the right to visually inspect the Premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. The Authority shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the Premises is in violation of Environmental Laws and such violation was caused by Grantee, then Grantee shall fully reimburse Authority for such expenses within thirty (30) days of receiving Authority's written request for reimbursement.
- D. Grantee acknowledges that the Airport holds a National Pollution Discharge Elimination System ("NPDES") Permit authorizing the discharge of storm water from the Airport ("Permit"). The Permit requires, in part, the implementation of best management practices ("BMPs") with regard to the use of anti-icing and deicing materials (collectively "Deicing Materials") and the collection of storm water containing Deicing Materials. The BMPs are described in the Airport's Deicing Management Plan ("Plan"). The Permit and the Plan are incorporated by reference into this Agreement as if printed in their entirety herein.
- V. Future Airport Use and Development**
- A. The Grantor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.
- B. The Grantor reserves the right, but shall not be obligated to the Grantee, to maintain and keep in repair the landing areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Grantee in this regard.
- C. This Agreement shall be subordinate to the provision of and requirements of any existing or future agreement between the Grantor and the United States, relative to the development, operation, or maintenance of the airport.
- D. The Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises leased or occupied by Grantee.