



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	27595
Revision	0
Order Date	27-DEC-2017
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: AECOM USA Inc
1178 Payshpere Circle
Chicago, IL 60674
United States

Ship To: RIAC
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: 2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3124	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				MCDONOUGH, PAUL PMCDONOUGH@PVDAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	Amendement 2					N	93,022.00
This line references Contract Agreement 24040							
Total: 93,022.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26235
Revision	0
Order Date	15-DEC-2015
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **AECOM USA Inc**
1178 Payshpere Circle
Chicago, IL 60674
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3124	Net 30	Paid	Destination		Best Way
Confirm To/Telephone			Requester/Deliver To			
			MCDONOUGH, PAUL PMCDONOUGH@PVDAIRPORT.COM			

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	1H CY 2016 Program Management Services					N	408,881.00
This line references Contract Agreement 24040							
Total: 408,881.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25461
Revision	0
Order Date	03-JUN-2014
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **AECOM USA Inc**
1178 Payshpere Circle
Chicago, IL 60674
United States

Ship To: **Multiple**

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3124	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				MCDONOUGH, PAUL PMCDONOUGH@PVDAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 10 - Construction Admin 34 Safety Area					N	1,342,601.39
	This line references Contract Agreement24040						
2	TO 10 A2					N	92,139.80
	This line references Contract Agreement24040						
3	TO 10, A3					N	149,798.36
	This line references Contract Agreement24040						
4	TO 10, A4					N	73,109.00
	This line references Contract Agreement24040						
5	TO 10, A6					N	49,834.00
6	TO 10 Settlement					N	506,978.00

RHODE ISLAND AIRPORT CORPORATION

GENERAL AVIATION AIRPORT MANAGEMENT AGREEMENT

This **GENERAL AVIATION AIRPORT MANAGEMENT AGREEMENT** (the "Agreement") is made and entered into as of the 28th day of April, 2011, by and between the **RHODE ISLAND AIRPORT CORPORATION**, a quasi-public corporation duly organized under the laws of the state of Rhode Island ("RIAC"), and **AFCO AvPORTS Management LLC**, a Delaware limited liability company ("Operator").

RIAC is a public corporation, governmental agency, and public instrumentality of the state of Rhode Island. RIAC is responsible for the operation and maintenance of the state's airport system. Specifically, through a certain Lease and Operating Agreement with the state of Rhode Island dated June 25, 1993, as amended, RIAC maintains and operates the State's five general aviation airports, Block Island State Airport, Newport State Airport, North Central State Airport, Quonset State Airport, and Westerly State Airport (the "Airports"). Pursuant to a certain Request for Information ("RFI"), #23705, issued or about June 10, 2010, RIAC advertised for proposals to manage, operate, maintain and develop the Airports. The RFI is an integral part of this Agreement. Operator submitted a proposal in response to the RFI before the July 9, 2010 deadline, and on February 18, 2011, the RIAC Board of Directors approved the selected Operator as the prospective Operator for purposes of negotiating the terms and conditions of a general aviation airport management agreement. Operator has the desire, expertise, experience, and capacity necessary to manage and operate RIAC's Airports and to perform such airport management services. RIAC wishes to engage Operator to manage and operate its Airports, and Operator wishes to manage and operate RIAC's Airports for RIAC, subject to and upon the terms and conditions set forth herein.

RIAC and Operator, therefore, mutually agree as follows:

Agreements

1. Definitions.

1.1 Specific Definitions. For purposes of this Agreement, the words set forth in this Section 1.1 will have the meanings ascribed to them in this Section 1.1. Words not otherwise defined herein will have the meanings ascribed to them in the RFI.

"Agreement" means this Agreement which will govern the terms and conditions pursuant to which Operator will perform the Services for RIAC, each and every exhibit and schedule attached hereto, and by this reference made an integral part of this Agreement, including the attached RFI, all as amended, renewed, and extended from time to time.

“Airport Facilities” means all RIAC owned or controlled structures, fixtures and improvements located at the Airports.

“Airport Revenue” means all revenues, without deduction or exclusion of any kind, for any reason, from the Airports.

“Airports” means collectively Block Island State Airport, Newport State Airport, North Central State Airport, Quonset State Airport, and Westerly State Airport.

“Annual Report” means the detailed Annual Report, in the form prescribed by RIAC and as amended by RIAC from time to time, that Operator will provide to RIAC, pursuant to Section 15, without modification, on an annual basis during the Term.

“Capital Expenses” mean the costs and expenses incurred in connection with Capital Projects.

“Capital Projects” mean any: (i) repair, replacement, upgrade, or other improvement to the Airports or any equipment used in connection with the Airports that exceeds the sum of \$25,000; and/or (ii) acquisition of any equipment necessary or useful in connection with the management and operation of the Airports in excess of \$25,000.

“Confidential Information” means: (i) the terms of this Agreement, including the financial terms and conditions; and (ii) RIAC’s marketing practices, fee schedules, market shares, operating procedures, operating costs and expenses, financial and accounting records, business plans and strategies, and other business data whenever and wherever acquired, and whether in oral, written, graphic, or electronic form, together with all notes, analyses, compilations, studies, interpretations, copies, magnetic media, or other documents prepared by either RIAC or Operator or by any third party at the request of RIAC or Operator.

“Cause” means: (i) a material breach by Operator of this Agreement where such breach, if curable within a five (5) day period, is not remedied to RIAC's reasonable satisfaction within such period; (ii) a material breach by Operator of this Agreement where such breach is not curable; or (iii) unsatisfactory performance under the terms and conditions of this Agreement which shall continue after specific notice thereof has been received by Operator, and a period of thirty (30) days shall have passed after the receipt of such notice during which Operator fails to cure such specific unsatisfactory performance.

“Effective Date” means the date of execution hereof.

“Environmental Law” means any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks solid waste, waste water, storm water run-off, waste emissions or wells, and shall encompass each of the following statutes, and regulations promulgated

thereunder, and amendments and successors to such statutes and regulations, as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of 26 U.S.C.; 33 U.S.C.; 42 U.S.C. and 42 U.S.C. 9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. 2061 et seq.); (v) the Clean Water Act (33 U.S.C. 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. 349; 42 U.S.C. 201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. 4321); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C.; 29 U.S.C.; 33 U.S.C. and 42 U.S.C.); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. 1101 et seq.).

“Excluded Operating Expenses” mean the following expenses:

- (i) real and personal property taxes unless assessed against the Airport Facilities or any equipment necessary or useful in connection with the management and operation of the Airports;
- (ii) sales taxes, except as allowed in Operating Expenses;
- (iii) petty cash funds;
- (iv) legal fees, the cost of litigation or other legal proceedings, and accounting fees, excluding those incurred at the request and with the prior written agreement of RIAC;
- (v) Capital Expenses unless undertaken by Operator at RIAC's prior written request;
- (vi) general, administrative, and all other expenses of Operator's corporate office;
- (vii) travel and accommodation expenses of Operator's personnel, excluding those incurred at the request and with the prior written agreement of RIAC;
- (viii) settlements, payments, recoveries, or awards on claims arising from the negligence or misconduct of Operator's employees or agents;
- (ix) bond premiums, excluding performance bond premiums and premiums for bonds required by RIAC;
- (x) bank charges or service fees, not specific to the Airports;

- (xi) interest, penalties, or service fees charged to Operator or RIAC as a result of Operator's failure to pay any trade payable or other indebtedness in a timely manner;
- (xii) any Operating Expense for the prior RIAC Fiscal Year submitted by Operator for reimbursement after August 31 of any year;
- (xiii) insurance premiums for policies not specifically required under the Agreement; and
- (xiv) costs, fees, allocations, mark-ups, charges, surcharges or expenses in excess of the actual direct documentable cost to Operator for an Operating Expense or for providing any product (tangible or intangible) or service under this Agreement, excluding those incurred with the prior written agreement of RIAC.

"Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including:

- (i) "Hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder;
- (ii) "Hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;
- (iii) "Hazardous materials" as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and
- (iv) "Chemical substance or mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

"General Manager" means the individual appointed by Operator to be in charge, on site at the Airports, of the management and operation of the Airports.

"Management Commencement Date" means the date on which Operator assumes operational control of the Airports pursuant to the terms and conditions of this Agreement. As of the date of this Agreement, RIAC anticipates the Management Commencement Date will be on or about July 1, 2011.

“Management Plan” means that certain management plan that Operator will develop and recommend to RIAC's Representative, for RIAC's approval in a form specified by RIAC, initially pursuant to the terms and conditions of Section 5.1.2, and annually thereafter pursuant to the terms and conditions of Section 5.2.2.2, including all policies, procedures, scheduling, equipment, improvements, operating methods to be implemented and used at the Airports.

“Monthly Report” means the detailed Monthly Report, in the form prescribed by RIAC and as amended by RIAC from time to time, that Operator will provide to RIAC, pursuant to Section 15, without modification, on a monthly basis during the Term.

“Net Operating Revenue” means, for any specific period during the Term, an amount equal to the Airport Revenue for such specific period less the Operating Expenses for such specific period.

“On-site Personnel” means, Operator's employees based at and dedicated to the Airports including, without limitation, the General Manager.

“Operating Expense Schedule” means a detailed schedule of the Operating Expenses paid by Operator during the immediately preceding month, together with supporting documentation submitted by Operator pursuant to the provisions of Section 17.3.

“Operating Expenses” mean the following necessary and direct expenses of managing the Airports:

- (i) reasonable expenses incurred by Operator in the performance of Services under the Transition Plan, not to exceed \$53,230, as approved in writing by RIAC;
- (ii) wages (salary, health insurance, social security, unemployment insurance, workers compensation insurance) of On-Site Personnel employed by Operator;
- (ii) uniforms of On-Site Personnel employed by Operator;
- (iii) contractual services to supplement Operator's personnel;
- (iv) cost of sales (fuel, glycol, and oil);
- (iv) bank charges and service fees specific to the Airports;
- (v) insurance premiums and deductibles (except deductibles that result from Operator's negligence), as required by the provisions of Section 16;

- (vi) supplies (office, Airport, and janitorial);
- (vii) rental machinery and equipment;
- (viii) telephone service, fax, courier service, and postage;
- (ix) utilities for the Airports and Airport Facilities;
- (x) licenses and fees specific to the Airports;
- (xi) routine preventive maintenance, general maintenance, and repairs that are necessary or advisable to maintain the Airports and Airport Facilities in good working order and condition, and in accordance with the Maintenance Schedule and the Operations Manual;
- (xii) operating equipment with an acquisition or aggregate lease cost less than \$25,000 with the prior approval of RIAC;
- (xiii) wildlife hazard control program studies or evaluations conducted by third parties;
- (xiv) advertising and promotions for the Airports;
- (xv) stolen or vandalized equipment, materials, and supplies, provided a police report has been filed and the replacement is not covered by any insurance policy or is not the result of Operator's negligence, theft, misuse, or abuse;
- (xvi) [reserved];
- (xvii) [reserved];
- (xviii) insurance expenses for automobiles located full-time at the Airports;
- (ixx) sales taxes for any supplies or equipment purchased pursuant to this Agreement in the event that RIAC's sales tax exemption is not applicable to such purchase;
- (xx) expenses pursuant to Section 15.6 for annual and secondary audits limited to Operator's operations at the Airport;

- (xxi) payroll support and delivery costs directly incurred for Services provided by Operator; and
- (xxii) human resources and legal services directly incurred for Services provided by Operator, each as approved in writing by RIAC.

"Operations Manual" means that certain operations manual that Operator will develop and deliver to RIAC's Representative for prior approval in accordance with the terms and conditions of, and including the policies, procedures, standards, and schedules set forth in, Section 5.1.3.

"Operator" means AFCO AvPORTS Management LLC, a Delaware limited liability company, and, solely with respect to any indemnity hereunder, its subsidiaries and affiliates, and the officers, directors, employees and agents of Operator, its subsidiaries and affiliates, and their respective successors and assigns.

"Person" means any partnership (including limited partnerships), corporations, limited liability companies, governmental authorities, trusts and other legal entities, as well as natural persons.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

"RFI" means Request for Information No. 23705.

"RIAC" means the Rhode Island Airport Corporation, a quasi-public body corporate under the laws of the state of Rhode Island, which operates the six (6) state-owned airports in Rhode Island, including T.F. Green State Airport, its affiliates, and the officers, directors, employees, and agents of RIAC and its affiliates, and their respective successors and assigns.

"RIAC Fiscal Year" means any twelve-month period during the Term commencing on July 1 and ending June 30.

"RIAC's Representative" means the Vice President of Operations and Maintenance, or any other designee appointed by RIAC's President and CEO from time to time upon prior notice to Operator, who will be RIAC's representative and principal contact with Operator.

"Services" means the operational and maintenance services, both landside and airside, for the Airports, as delineated in this Agreement and on Exhibit A hereto.

"Subcontractor" means a Person which has a direct or indirect contractual or vendor arrangement or relationship with Operator to perform any of the obligations of Operator under this Agreement.

“**Term**” means the term of this Agreement pursuant to the provisions of Section 3, and includes any renewals or extensions.

“**Transition Plan**” means that certain transition plan that Operator will develop, in consultation with RIAC, pursuant to the terms and conditions of Section 5.1.1, to ensure the smooth transition of the management and operation of the Airports to Operator.

1.2 Context. Words and abbreviations that have well-known industry meanings, and not otherwise defined herein, are used in this Agreement in accordance with such recognized meanings. Unless the context otherwise requires:

- (i) the words "hereby," "hereof," "hereto," "herein," "hereunder," and any similar words refer to this Agreement; and
- (ii) the word "day" or "days" refer to calendar day(s).

1.3 Terminology. The singular shall include the plurals and vice versa. Titles of sections are for convenience of reference only, and neither limit nor amplify the provisions of this Agreement. The use herein of the word "including," when following any general statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

2. Engagement. Subject to the terms and conditions of this Agreement, RIAC engages Operator to manage the day-to-day operations of the Airports twenty-four (24) hours per day, seven (7) days per week, during the Term, and Operator accepts such engagement,.

3. Term. The Term of this Agreement will begin on the Effective Date, and unless earlier terminated pursuant to Section 21, terminate June 30, 2013. The parties agree to work in good faith to negotiate prior to the end of the Term a mutually acceptable arrangement for the long-term management and development of the Airports, including commercial development services by Operator’s affiliate, Aviation Facilities Company, Inc.

4. Financial Obligations.

4.1 Operator’s Financial Obligations. At all times from and after the Management Commencement Date, Operator will:

- (i) on a daily basis, collect and deposit all Airport Revenue directly into a restricted bank account (“Revenue Account”) established by Operator for such purpose.

On the first business of each month Operator shall remit by wire transfer to an account designated by RIAC all funds in the Revenue Account as of the last day of the prior month. On or before the tenth day of each month Operator shall provide RIAC with a Revenue Account reconciliation of the preceding month's account activity; and

- (ii) pay all Operating Expenses as and when due from a restricted bank account ("Expense Account") established by Operator for that sole purpose. Subject to Section 4.2, Operator shall fund the Expense Account to ensure that monies are available to pay Operating Expenses when due. On or before the tenth day of each month Operator shall provide RIAC with an Expense Account reconciliation of the preceding month's account activity.

4.2 RIAC's Financial Obligations. On or before the Management Commencement Date, RIAC shall have deposited in the Expense Account five hundred thousand dollars and no cents (\$500,000.00). This deposit amount may be adjusted at RIAC's sole discretion upon 30 days' advance written notice. If any such adjustment does result in interest, penalties or service fees then, notwithstanding anything herein to the contrary, all such costs shall be considered Operating Expenses. RIAC shall replenish the Expense Account in accordance with Section 17.2 and 17.3. The parties will work in good faith to reconcile the Expense Account so as to have a zero balance as of the last day of the Term. In the event there is a balance remaining in the Expense Account as of the last day of the Term, it shall be fully remitted to RIAC.

5. Operator's General Obligations. Operator will perform the Services for the Airports in a first class manner consistent with comparable general aviation airports for the benefit of RIAC during the Term in compliance with all applicable laws, statutes, ordinances, rules, regulations and orders enacted, promulgated, or issued by any federal, state, municipal or other governmental authority, including those relating to occupational safety, the protection of the environment, nuclear safety and quality control, aviation, employment, employment opportunity, taxes and withholding, and labor. Operator will perform its obligations under this Agreement with all due diligence, in a proper, efficient, and economical manner, and in accordance with the terms and conditions of this Agreement and applicable industry standards, including the specific provisions of this Section 5.

5.1 Pre-Management Commencement Date Obligations. Operator will perform the obligations set forth in this Section 5.1 commencing with the Effective Date and prior to the Management Commencement Date.

5.1.1 Review and Planning. Operator will perform an in-depth review of its obligations under this Agreement and prepare a Transition Plan, in consultation with

RIAC, to ensure the smooth transition of the management and operation of the Airports to Operator and the fulfillment of all of its obligations under this Agreement in a timely and efficient manner. Operator will use commercially reasonable efforts to deliver the final Transition Plan to RIAC's representative by April 30, 2011. RIAC will have fifteen (15) days to accept or suggest modifications to the Transition Plan and Operator will incorporate into the Transition Plan any modification so suggested.

5.1.2 [Reserved]

5.1.3 Operations Manual. On or before April 30, 2011, Operator will use commercially reasonable efforts to develop and deliver to RIAC's Representative an Operations Manual, approved by RIAC's Representative. From time to time, Operator or RIAC will recommend modifications to the Operations Manual, and any modifications approved by RIAC's representative will become amendments to the Operations Manual. At all times during the Term, Operator will maintain: (i) a master copy of the Operations Manual, as amended from time to time, in Operator's corporate office; and (ii) a copy of the Operations Manual, as amended from time to time, in Operator's on-site office at the Airport. The Operations Manual shall include:

- (i) general operating and management policies;
- (ii) procedures for cash control, accounting, and auditing;
- (iii) procedures for analysis of computer-generated reports to RIAC standards;
- (iv) Employee training programs
- (v) Aircraft fueling standards and inspection procedures;
- (vi) personnel staff schedules, job descriptions, and staffing instructions for each individual duty station;
- (vii) [reserved];
- (viii) performance and quality assurance standards together with procedures as to evaluation of the same;
- (ix) customer service standards;
- (x) maintenance and repair schedules;
- (xi) Wildlife management and control methods;
- (xii) emergency procedures;
- (xiii) operator home office support; and

(xiv) procedure for handling property damage claims.

5.1.4 [Reserved]

5.1.5 Budget. On or before April 30, 2011, Operator will use commercially reasonable efforts to submit an operating and capital budget for the period commencing on the Management Commencement Date and ending June 30, 2011 to RIAC on a form to be prescribed by RIAC. RIAC will have fifteen (15) days to require additional detailed supporting data and accept or suggest modifications to such budget, and Operator will incorporate into such budget any modification so suggested. After approval by RIAC, operating expenses will not exceed the approved budget unless Operator submits a revised operating budget to RIAC and RIAC approves such revisions.

5.1.6 Licenses and Permits. Prior to the Management Commencement Date, Operator will obtain and maintain in good standing any and all licenses and permits required for the conduct of its airport management operations.

5.1.7 [Reserved]

5.2 Management Post-Commencement Date Obligations. Operator will perform the obligations set forth in this Section 5.2 commencing with the Management Commencement Date and continuing during the remainder of the Term. Unless approved in advance in writing by RIAC, Operator will not conduct any other business from the Airports.

5.2.1 Inspection. On or before the Management Commencement Date, Operator and RIAC will conduct a joint inventory of equipment and Airport Facilities at the Airports, including office equipment, vehicles, and operating equipment, and Operator will certify that the Airport Facilities and equipment are in good condition and operating order, except as otherwise specified in writing by Operator and RIAC. Equipment designated on this joint inventory list remains the property of RIAC. Operator may use such equipment subject to the terms and conditions of Section 5.2.7.

5.2.2 Budget.

5.2.2.1 Operating and Capital Budget. On or before March 1 during the Term, Operator will submit to RIAC for RIAC's prior approval, on a form prescribed by RIAC, an operating budget and a capital budget for RIAC's next fiscal year with such detailed supporting data as RIAC may request. RIAC will have ninety (90) days to accept or suggest modifications to such budgets and Operator will incorporate into such budgets any modification so suggested. After approval by RIAC, operating expenses will not exceed the approved budget unless Operator submits a revised operating budget to RIAC and RIAC approves such revisions.

5.2.2.2 Management Plan. In connection with Operator's submission of the operating and capital budget for each RIAC Fiscal Year, Operator will make

recommendations to revise the Management Plan and will evaluate all revenue control procedures, Airport rates, productivity data, and make recommendations to RIAC for modifications or other improvements to increase Airport Revenue and otherwise improve the management and operation of the Airports, including new sources of Airport Revenue and new, improved, enhanced, and/or improved technology. RIAC may accept, reject, and/or modify any such recommendations from time to time during the Term. Operator will execute the directives of RIAC's Representative in all matters related to the operation of the Airports, including: airport rates, operating procedures, audits, security, traffic control, marketing and graphics, hours of operation, terms and conditions of space rentals, location and priority of space assignments, uniforms, performance and customer service, including levels of service.

5.2.3 Hours of Operation. Operator will manage the Airports on a twenty-four (24) hour per day, seven (7) day per week schedule. RIAC will have the sole authority to change or establish other operating hours from time to time.

5.2.4 Revenue Reports. Operator will provide to RIAC the data RIAC requests from time to time, including the Monthly Report, and the Annual Report pursuant to Section 15. RIAC will have electronic access at all times to the data contained in the Monthly Report and the Annual Report. Operator will have access upon reasonable notice and at reasonable times to RIAC's credit card and bank account records under this Agreement to reconcile its books and records pursuant to the operation and management of the Airports.

5.2.5 Maintenance and Repair Services. Operator will monitor and maintain the Airports, including all equipment, in clean, orderly, and good working condition at all times, and in a manner satisfactory to RIAC, including, without limitation:

- 5.2.5.1 Runways, non-leased ramps, taxiways, run-up areas, and airside roads and related lights, markings, and signage in accordance with current FAA Advisory Circulars
- 5.2.5.2 Navigational aids not maintained by the FAA
- 5.2.5.3 Airport vehicles, equipment, machinery and tools provided by RIAC
- 5.2.5.4 Airport grounds (including, without limitation, perimeter fences, airside and landside landscaping service, policing of grounds, rubbish removal, removing or topping trees and shrubs where and when necessary, and all roadways, sidewalks, and signage)
- 5.2.5.5 Airport communication equipment including but not limited to radios, telephones, and computer networks
- 5.2.5.6 Airport buildings, facilities, and structures including, without limitation, utilities, structural and nonstructural repairs to roofs, walls, floors, and foundations, painting, janitorial and cleaning services.

5.2.5.7 Remove snow and ice from all runways, taxiways, non-leased ramps, along with landside and airside access roads, sidewalks, walkways, and parking areas.

5.2.5.8 Glycol or other de-icing containment recovery and containment systems

5.2.6 [Reserved]

5.2.7 Vehicles and Equipment. Operator may use, exclusively for the operation of the Airports and for no other purpose, any vehicles and equipment that: (i) belongs to RIAC and is on-site at the Airports; and/or (ii) purchased by Operator on behalf of RIAC. Use of any equipment by Operator will be at Operator's sole risk. Operator will replace all equipment used in the operation of the Airports that: (i) is not in good working order and operating condition; and/or (ii) has been stolen or vandalized. The costs associated with the foregoing replacements shall be considered part of Operating Expenses or Capital Expenses, and Operator will obtain RIAC's prior approval for any expense in excess of the corresponding expense on the approved written operating budget or approved written capital budget for the current RIAC Fiscal Year.

5.2.8 [Reserved]

5.2.9 Rates. Operator will charge patrons only the Airport rates and fees as established or approved by RIAC from time to time. RIAC will have the right to set or approve special rates for different classes of patrons. Operator will offer no discounts, promotions, refunds, or similar price breaks (except for any discounts, promotions, refunds, or similar price breaks previously agreed in writing by RIAC) without RIAC's prior written consent.

5.2.10 [Reserved]

5.2.11 Daily Operations and Inspection.

5.2.11.1 Operator will make complete daily inspections of the airfields in accordance with the FAA Self-inspection program and associated FAA Advisory Circulars.

5.2.11.2 Report airfield conditions and discrepancies through field condition reports and NOTAMS.

5.2.11.3 Develop, maintain, and execute a wildlife hazard control program. This must include methods of reporting, dispersals, and complying with State and Federal regulations and permits.

5.2.11.4 Prepare, maintain, update, and conduct airport operations safety programs to include AOA driver training and general safe operating practices.

5.2.11.5 Conduct daily inspections and take appropriate action for navigational hazards on the airports and aerial approaches.

5.2.11.6 Operate the airports in accordance with FAA and RIAC rules and regulations, policies and procedures, and all other applicable laws.

5.2.12 [Reserved]

5.2.13 [Reserved]

5.2.14 Security. Operator will take all reasonable security precautions, as directed by RIAC's Representative or in the absence of such direction, in accordance with sound industry practices, to: (i) safeguard and protect the Airports; (ii) ensure the safe and orderly operation of the Airports and the safety and welfare of the patrons of the Airports; and (iii) prevent disorderly conduct, public or private nuisances, littering, damage to public or private property, personal injury, and violations of applicable law. Operator will be required to comply with any and all applicable federal, state, and municipal rules and regulations, including any regulations promulgated by the Transportation Security Agency, relating to the security and safety of all Operator's employees and agents, Airport passengers, RIAC personnel and all other persons. Operator will be responsible for ensuring that its employees do not damage or confiscate RIAC property. Operator will report any incident or accident immediately to RIAC police and in writing to RIAC's Representative within twenty-four (24) hours.

5.2.15 Signage. Operator will display or install signage only with RIAC's prior approval. Operator may not display any logos, graphics, signage, or advertisements or otherwise engage in any marketing or advertising, including the distribution of printed materials, within the interior or exterior of any Airport Facilities, or anywhere on Airport property without the prior written consent of RIAC. Notwithstanding the foregoing, nothing contained in this agreement shall limit Operator's responsibility to erect directional, warning or safety signs or signals.

5.2.16 Promotion of Airports. Operator will advertise and promote the availability and advantages of the Airports and will take all reasonable measures to maintain, develop, and increase the business conducted by it at the Airports. Operator will not divert, attempt to divert, or cause or permit any business to be diverted from the Airports by referral or any other method. Operator is expected to utilize its national marketing and advertising expertise to promote the Airports. This program may be supplemented with additional funding from the Annual Budget for specific aspects designed to promote the Airports.

5.3 Environmental Compliance.

5.3.1 Compliance with Environmental Laws. Operator will not cause or permit the storage, use, or disposal, of any Hazardous Materials, pollutants or contaminants in, on, or at the Airports or adjacent property or at the Airport, except in compliance with all applicable Environmental Laws and in quantities necessary to the operation and

maintenance of the Airports. Operator will not do anything affecting the Airports that is in violation of any Environmental Law. Nor shall Operator allow anyone else to do anything affecting the Airports that is in violation of any Environmental Law. RIAC will have the right, from time to time to conduct an environmental site assessment or other investigation at the Airports to monitor Operator's compliance with the provisions of this Section 5.3.1. The costs and expenses of any such assessment or other investigation will be included as Operating Expenses. RIAC also hereby agrees to conduct appropriate environmental baseline survey(s) with staff from its Environmental Department. Operator may, at its sole cost, observe or supplement this review.

5.3.2 Notice of Claims. Operator will promptly give RIAC written notice of any investigation, claim, demand, lawsuit or other action by any governmental authority or private party involving the Airports and any Hazardous Materials or Environmental Law of which Operator has knowledge. If Operator learns, or is notified by any governmental authority, that any removal or other remediation of any Hazardous Materials affecting the any of the Airports is necessary, if caused by the act or omission of Operator, its employees, agents, suppliers, service people, business visitors, or guests, Operator will promptly take all necessary remedial actions in accordance with all Environmental Laws, at Operator's sole cost and expense.

5.3.3 Environmental Indemnification by Operator. During the Term, Operator, at its sole cost and expense, to the fullest extent permitted by, shall indemnify, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to RIAC) and hold RIAC harmless against and from any and all actions, causes of action, demands, liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including attorneys', consultants' and experts' fees and disbursements incurred in investigation, defending against, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against RIAC or the Airports, caused directly or indirectly by Operator, and arising after the Effective Date (collectively, "Claims") from or out of:

- (i) the Release or threat of Release of any Hazardous Materials on, in, under or affecting all or any portion of the Airports or any surrounding areas; and
- (ii) the violation of any Environmental Laws relating to or affecting the Airports; and
- (iii) the enforcement of this Section 5.3.3 for Claims caused directly or indirectly by Operator, including: (a) the costs of assessment, containment and/or removal of any and all Hazardous Materials from all or any portion of the Airports or any surrounding areas; (b) the costs of any actions taken in response to a Release or threat of Release of any Hazardous Materials on, in, under or

affecting all or any portion of the Airports or any surrounding areas to prevent or minimize such Release or threat of Release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment; and (c) costs incurred to comply with the Environmental Laws in connection with all or any portion of the Airports or any surrounding areas.

The foregoing indemnity shall not apply to Claims to the extent arising from or caused by environmental conditions existing on the Airports prior to the date hereof, except to the extent that Operator either disturbed, exacerbated or caused to migrate known pre-existing hazardous materials, so as to give rise to a Claim. The indemnity set forth in this Section 5.3.3 will survive the expiration or sooner termination of the Term.

5.3.4 Environmental Insurance. RIAC shall name Operator as an additional insured under any environmental liability insurance policy for the Airports with respect to Claims to the extent arising from or caused by environmental conditions existing on the Airports prior to the date hereof, except to the extent that Operator either exacerbated or caused to migrate known pre-existing hazardous materials, so as to give rise to a Claim.

6. Operator's Employees.

6.1.1 General Obligations. Operator will recruit, hire, promote, discharge and supervise all personnel employed in the operation of the Airports. Operator will require that its employees: (i) wear clean, neat, and pressed identical uniforms in good condition and present a neat and clean appearance at all times; (ii) wear proper identification badges approved in advance by RIAC; (iii) where job-related and consistent with business necessity and to the extent permitted by law, clearly speak and write English; and (iv) treat all patrons in a professional and courteous manner and on an equitable and impartial basis. Operator will be responsible for: (i) training all employees properly to ensure that they deliver high-quality service; (ii) maintaining satisfactory standards of employee competency, conduct, appearance, and integrity; and (iii) taking such corrective action with respect to its employees as may be necessary or appropriate.

6.1.2 Minimum Qualifications. Operator will use reasonable care to employ and retain employees who are qualified, competent and otherwise able to perform the essential functions of the job to which they are assigned. Operator will conduct criminal and credit background checks (with respect to the latter, if appropriate, based on job description) and drug screening tests prior to hiring any applicant in accordance with federal and state laws. At a minimum, Operator will determine, for each applicant, the applicant's:

- (i) compatibility to work in a customer service environment;
- (ii) [reserved];

- (iii) absence of the presence of illegal drugs and/or legal drugs in excess of medically-approved standards;
- (iv) history of criminal convictions that would disqualify the applicant for a position of public trust, such as conviction of a felony or theft-related misdemeanor;
- (v) history of any credit issues that may disqualify the applicant for a position of public trust; and
- (vi) attainment of the minimum age of eighteen (18) years.

6.1.3 Authorization to Work. In addition to all of the other requirements set forth in this Section 6 and elsewhere in this Agreement, at all times during the Term, Operator will comply with all of the laws, rules, and regulations of the United States Department of Homeland Security and the United States Immigration and Customs Enforcement, and any other applicable federal homeland security and immigration laws, rules, and regulations, including any requirements for verification by employers of employee eligibility and legal work status. Neither Operator nor any Subcontractor will knowingly hire, employ, or contract with any individual who is not legally authorized to work in the United States.

6.1.4 Employee Retention. Operator will retain for a 90-day trial period following the Management Commencement Date those employees of the current manager of the Airports below the position of General Manager who: (i) wish to continue working for the Operator as demonstrated by the signing of an employment agreement with Operator on or before the Management Commencement Date; and (ii) meet the minimum qualifications for employment specified in Section 6.1.2. RIAC will provide the Operator with a list of the current employees' names, addresses, dates of hire, and employment classifications. Employees may not be discharged without cause during such 90-day trial period. Operator will issue a written performance evaluation for each employee who is working at the end of such 90-day trial period, and each employee who receives a satisfactory written performance evaluation will be offered continued employment.

6.2.1 Airport Management. Operator will select and appoint airport managers dedicated to provide on-site operational supervision at the Airports. The Operator will assign a General Manager with authority to bind Operator on any matter arising under this Agreement, provided, however, that Operator may from time to time advise RIAC in writing about limitations on the authority of the General Manager. The General Manager will have authority on behalf of the Operator in respect to the conduct of Operator's operations. The Operator may propose that an airport manager be assigned the role of General Manager. The selection of the Operator's General Manager requires the approval of RIAC.

6.2.2 Minimum Qualifications. The General Manager must be of unquestionable integrity, with a minimum of three (3) years service industry management

experience and six (6) months successful Airport management experience in administration and supervision of similar operations.

6.2.3 Working Hours. The General Manager will be assigned on a full-time basis to the Airports and will be available on-site during RIAC's normal business hours. Operator will not assign the General Manager to any other airports or responsibilities. After normal business hours, the General Manager will be accessible to Operator's personnel and to RIAC by means of cellular telephone, pager or other electronic method. In addition, the General Manager must be on duty within the Airports at the hours and dates specified by RIAC's Representative in order to facilitate the planning and execution of the obligations of Operator under this Agreement. In case of an emergency, the General Manager, or his or her designee, must respond within thirty (30) minutes after Operator's employees or RIAC makes, or attempts to make, contact with him or her in accordance with the procedures previously established for use in the event of an emergency.

6.2.4 Responsibilities. The General Manager will be assigned to RIAC Airports' operations exclusively on a full-time basis. The General Manager will attend any meetings with RIAC's Representative or other RIAC management or personnel upon the reasonable request of RIAC. The General Manager will perform on-going inspections to ensure a high level of performance and work practices on the part of Operator.

6.3 Reserved.

6.4 Safety Action Plan. Operator will maintain a Safety Action Plan for its employees. Such plan will include all Material Safety Data Sheets (MSDS) for any chemicals stored or used at the Airports.

6.5 Fidelity Bonds. Operator will obtain, and provide RIAC with evidence of, fidelity bonds or any other insurance or surety deemed comparable by RIAC in its sole discretion covering certain Operator's employees, as determined by RIAC, in any amounts reasonably specified from time to time by RIAC.

6.6 Removal. RIAC will have the right to require removal of any General Manager or other employee of Operator or any Subcontractor whose conduct is unprofessional, disorderly, or otherwise unacceptable to RIAC, in RIAC's sole discretion. Operator, in its sole discretion, retains the exclusive right to determine the appropriate employment action, e.g., reassignment, termination, etc.

7. Property Accountability. All property furnished by RIAC or purchased by Operator as an Operating Expense under this Agreement will remain the property of RIAC, except any equipment acquired by Operator pursuant to Section 19, all of which will automatically become RIAC's property without further action on the part of Operator or RIAC, at the expiration or sooner termination of the Term. In the event that the Term of this Agreement is terminated prior to its expiration for any reason, RIAC will pay Operator an amount equal to the unamortized cost of any equipment purchased pursuant to this Agreement or otherwise at RIAC's request, including: any equipment acquired pursuant to

Section 19. RIAC will pay Operator an amount equal to the unamortized cost of any equipment acquired by Operator at RIAC's request pursuant to Section 19. Operator will maintain an equipment control system that provides for a master list of all equipment used in connection with the management and operation of the Airports. Such list will: (i) contain, at a minimum, the description and location of all such equipment, including new equipment acquired by either Operator or RIAC during the Term; and (ii) be available to RIAC from time to time upon its request. Upon the expiration or sooner termination of this Agreement, Operator will render an accounting of all such property. Operator will reimburse RIAC the full cost of any property furnished by RIAC or purchased by Operator under this Agreement that is missing or damaged beyond ordinary wear and tear.

8. **Access.** RIAC will have unrestricted access to the Airports: (i) at any time without undue interference with Operator's performance of its obligations hereunder; (ii) for inspection to determine Operator's compliance with the terms and conditions of this Agreement; (iii) to perform structural repairs which are the responsibility of RIAC; and (iv) at any time in the event RIAC determines such access is necessary.

9. **Dedicated Space for Operator.**

9.1 **Office.** RIAC will furnish an appropriate site as an office for Operator to conduct Airport operations administration within the Airport Facilities which space will be used solely for the management and operation of the Airports on RIAC's behalf. RIAC may relocate such site from time to time upon reasonable notice to Operator. Operator will not modify or alter any equipment, space, or structural component of the Airport Facilities without the prior approval of RIAC. In the event Operator, at its expense, prefers to construct or improve its office, Operator will obtain RIAC's prior approval.

9.2 **Personal Property.** RIAC will not be responsible for any goods, merchandise, or equipment stored within the Airport Facilities, nor will it be responsible to Operator or any other Person for damage resulting from power failure, flood, fire, explosion and/or any other casualty or cause.

10. **Investigation of Complaints.** Operator will promptly investigate any complaint received by Operator or RIAC concerning the operation of the Airports or the conduct, demeanor, or appearance of any employee, agent, or supplier of Operator or any Subcontractor. Operator will respond in writing to any such complaint within two (2) business days from its receipt by Operator. Operator will promptly provide RIAC's Representative with copies of any complaints and its responses.

11. **Subcontractors.** RIAC will have the right to require Operator to retain, as an Operating Expense, Subcontractors, reasonably acceptable to Operator, to perform any of the obligations of Operator under this Agreement. Operator will not subcontract or delegate any portion of its obligations hereunder without the prior approval of RIAC from time to time. Operator will conduct a fair, impartial, and competitive process to obtain bids and select a bidder in accordance with any and all guidelines and procedures established from time to time by RIAC. All portions of any obligations under this Agreement that Operator does not perform with its own employees will be performed

under agreements with Subcontractors that meet the requirements of this Agreement. The names, addresses, and a description of the services of all proposed Subcontractors will be submitted to RIAC from time to time for prior approval. By an appropriate written agreement, Operator will require each Subcontractor, to the extent of the services to be performed by the Subcontractor, to be bound to Operator by the terms of this Agreement, and to assume toward Operator all the obligations and responsibilities which Operator, by this Agreement, assumes toward RIAC. Such agreement will preserve and protect the rights of RIAC under this Agreement with respect to the services to be performed by the Subcontractor. Operator will bill, without markup, for the services of its Subcontractors as a direct expense.

12. Airport Revenue.

12.1 Methods of Payment. Operator will permit payment in cash (United States currency only), traveler's checks, checks, money orders, and credit and debit cards approved by RIAC from time to time.

12.2 Lost Airport Revenue. If any Airport Revenue becomes missing or lost while in Operator's control, Operator will: (i) report in writing the missing or lost Airport Revenue to RIAC within twenty-four (24) hours; and (ii) at its expense, replace the full amount of the missing or lost Airport Revenue within seven (7) days. Operator will determine the amount of missing or lost Airport Revenue by using spreadsheets, journal tapes, receipts, counters, and other appropriate equipment. RIAC may investigate any incident of missing or lost Airport Revenue, and Operator will assist RIAC in any such investigation. If a dispute arises regarding the amount of any missing or lost Airport Revenue, RIAC's Internal Audit Department shall work in good faith to determine how much replacement is due. If Operator disputes the findings of the Internal Audit Department, it shall have thirty (30) days to provide additional supporting documentation.

12.3 Stolen Airport Revenue. If any Airport Revenue is stolen while in Operator's control, Operator will: (i) notify RIAC police and RIAC's Representative immediately; and (ii) timely file a claim with the appropriate insurance carrier to enable RIAC to recover the full amount of the stolen Airport Revenue. RIAC may investigate any incident of stolen Airport Revenue, and Operator will assist RIAC in any such investigation.

12.4 Late Payments. If any Airport Revenue collected pursuant to Section 4(i) is not timely deposited, or if any lost, missing, or stolen Airport Revenue is not replaced as required by this Section 12, an interest rate equal to the lesser of one and one-half (1.5%) percent per month or the maximum interest rate permitted under applicable law, compounded monthly, will be applied to any amounts overdue until such overdue amounts shall have been paid in full.

13. Changes to Airport Policies. RIAC has the exclusive right to promulgate policies, procedures, rules, and regulations concerning the operation and use of the Airports, effective on reasonable notice to Operator.

14. Customer Service.

14.1 Standard. At all times during the Term, Operator, its employees, agents, and Subcontractors, will serve all patrons of the Airport for the benefit of RIAC, in a first class, impartial, and nondiscriminatory manner consistent with the highest quality and type of service expected by at premier general aviation airports in the United States. Operator will ensure that its employees, agents, and Subcontractors receive appropriate training in, and perform in accordance with, the highest standards of customer service, including all of the requirements, obligations, and responsibilities specified in Section 6.

14.2 [Reserved]

14.3 [Reserved]

15. Recordkeeping and Reports.

15.1 Bookkeeping. Operator will maintain at the Airports, in a true and accurate manner, and in accordance with generally accepted accounting principles consistently applied, a complete set of books and records, in a form and manner approved by RIAC, showing all Airport Revenue collected and all expenditures made in connection with the operation of the Airports, together with such supporting data and documents as would reasonably be expected to be examined by an independent public accountant in performing an auditor examination of Operator's Airport Revenue and Operating Expenses and Capital Expenses in accordance with generally accepted accounting principles, consistently applied, and generally accepted auditing standards, and as shall be prescribed by RIAC from time to time. Such books and records will be maintained sequentially and otherwise in such a manner as to make them easily reconcilable for audit purposes with the reports and forms to be submitted to RIAC by Operator.

15.2 Inspection. RIAC will have the right at any time to examine, copy, and audit the records, books, data and documents kept by Operator regarding the operation and maintenance of the Airports, and Operator will assist RIAC in the conduct of such examination or audit. The originals of all such records will be made available to RIAC at the Airport Facilities for a minimum of six (6) months following the last day of each RIAC Fiscal Year during the Term. Operator will maintain copies of all records and documents on electronic media, in the form customarily used in the industry, available for RIAC's inspection in printed form, for a three-year period following the last day of each RIAC Fiscal Year during the Term. Such records and documents will be provided to RIAC within thirty (30) days of a written request by RIAC. If such books and records are kept at locations other than the Airport Facilities, Operator will either (i) arrange for them to be brought to the Airport Facilities or other location convenient for RIAC's auditors, or (ii) pay for reasonable and actual travel costs of RIAC's auditors to come to the location of the books and records.

15.3 [Reserved]

15.4 Monthly Reports.

15.4.1 RIAC Monthly Report. Operator will prepare in a form prescribed or approved by RIAC a Monthly Report for each month during the Term and submit it to RIAC by the 15th day of the following month. Operator will maintain at the Airport Facilities the original copy of each Monthly Report, with any supporting documentation until the expiration of one year after the termination of this Agreement. The Monthly Report will reflect the operations and activities of the Airports for the previous month and will include, at a minimum:

- (i) a notation of any defect or potential defect in any of the Airports, Airport Facilities or equipment;
- (ii) statistical reports for each airport including operations, fuel sales and other operating statistics and key performance indicators;
- (iii) a detail and summary of accounts receivable;
- (iv) a schedule of an allowance for doubtful accounts;
- (v) a schedule of customer deposits;
- (vi) a detail and summary of accounts payable and accrued expenses;
- (vii) a reconciled balance sheet;
- (viii) an income statement for each airport and consolidated for the Airports containing comparisons for the month, and year-to-date to the approved budget and the prior year;
- (vi) a narrative supporting the income statement containing explanations for any variances greater than 10% and \$1,000 for each line item of the consolidated income statement;

15.4.2 [Reserved]

15.5 Annual Report. Operator will prepare an Annual Report in a form prescribed or approved by RIAC for each RIAC Fiscal Year during the Term and submit it to RIAC by July 31 following the end of each such RIAC Fiscal Year. Operator will maintain at the Airport Facilities the original copy of each Annual Report, with any supporting documentation until the expiration of one year after the termination of this Agreement. The Annual Report will reflect the operations of the Airports for the immediately preceding RIAC Fiscal Year, and will include, at a minimum:

- (i) a listing of expense contracts to maintain the Airports, containing a summary of terms and conditions;
- (ii) a listing of revenue agreements containing a summary of terms and conditions;
- (ii) a listing of any contract awarded to disadvantaged business enterprises;

- (iii) detail of any accomplishments for the prior fiscal year ended June 30;
- (iv) a listing of any objectives for the current RIAC Fiscal effective July 1;
- (ix) Final annual statistical reports for each airport including operations, fuel sales and other operating statistics and key performance indicators;
- (x) A final detail and summary of accounts receivable for the prior year ended June 30;
- (xi) a final schedule of an allowance for doubtful accounts for the prior year ended June 30;
- (xii) a final schedule of customer deposits at June 30 or the prior fiscal year;
- (xiii) a final detail and summary of accounts payable and accrued expenses for the prior year ended June 30;
- (xiv) a final reconciled balance sheet for the prior year ended June 30;
- (xv) a final income statement for each airport and consolidated for the Airports containing comparisons to the approved budget and the prior year for the prior year ended June 30;
- (vii) a final narrative supporting the income statement containing explanations for any variances greater than 10% and \$1,000 for each line item of the consolidated income statement for the prior year ended June 30;

15.6 Annual Certifications and Audits.

15.6.1 Annual Certification. On or before August 31 in each RIAC Fiscal Year during the Term, and/or within ninety (90) days following the termination of this Agreement, Operator will provide RIAC with a written report certified as to accuracy and completeness by an independent certified public accountant licensed to practice in the state of Rhode Island, reasonably acceptable to RIAC, covering the immediately preceding RIAC Fiscal Year and detailing: (i) the amount of Airport fees required to be collected by Operator and the amount of Airport fees actually collected; (ii) any other revenue which Operator is required to collect and the amount of any and all such revenue actually collected; (iii) the actual amount of Operating Expenses incurred by Operator and the amount reimbursed by RIAC. The independent certified public accountant will certify that its review of the report was: (i) performed in accordance with generally accepted auditing standards; and (ii) prepared in accordance with the terms and conditions of this Agreement. In the event that the report indicates that the Operating Expenses for such period have not been fully reimbursed, then RIAC will pay Operator the amount of any such deficiency within thirty (30) days of the issuance of the report. In the event that RIAC has paid Operator an amount in excess of the Operating Expenses that should have been reimbursed, Operator will pay RIAC the full amount of any such excess within thirty (30) days of the issuance of the report, In the event that Operator fails to pay such excess with such time period, Operator will pay RIAC such excess, together with interest

thereon at a rate equal to the lesser of one and one-half (1.5%) percent per month or the maximum interest rate permitted under applicable law, compounded monthly, from the date such payment was due, and RIAC may off-set such excess against any fees due and owing Operator at any time. Operator will also provide RIAC with a copy of its annual financial statements, audited if available.

15.6.2 [Reserved].

15.7 Additional Reports and Records. In addition to the reports specified in Sections 15.3, 15.4, 15.5, and 15.6, Operator will maintain any other records, and prepare and submit to RIAC such other daily, weekly, monthly, and/or annual reports, as RIAC may determine necessary or appropriate from time to time.

15.8 Late Reports. If Operator fails to submit the Monthly Report, the Annual Report, or any other additional report or record required by RIAC under this Agreement, within the applicable time period set forth in this Section 15, a \$50.00 late charge will accrue and be immediately due and payable for each day such report or record is past due.

16. Insurance.

16.1 Maintenance of Insurance. Operator will provide, at RIAC's sole cost and expense, and maintain with companies with a Best rating of "A+" or better the types of insurance described herein. All insurance will be from responsible companies duly eligible to do business in the state of Rhode Island. All liability policies shall provide that the state of Rhode Island and RIAC are additional insureds regarding the operations of Operator under this Agreement and will also provide a severability of interest provision. The insurance coverages and limits required will be evidenced by certificates of insurance on forms which are reasonably acceptable to RIAC. The certificates of insurance will be signed by the authorized representative of the insurance company shown in the certificates (or signed by Operator's insurance broker if insurance is placed on a quota share basis). The required policies of insurance will be performable in the state of Rhode Island, and will be construed in accordance with the laws of the state of Rhode Island.

16.2 Changes. Thirty (30) days' prior written notice by registered or certified mail shall be given RIAC of any cancellation, intent not to renew, or reduction in the coverages or limits except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, Operator will take immediate steps to have it reinstated. If at any time RIAC requests a written report from the insurance company as to any impairments to the aggregate limit, Operator will promptly authorize and have delivered such report to RIAC. Operator will make up any impairment when known to it. Renewal certificates of insurance will be provided RIAC ten (10) days prior to expiration of current coverages so that there will be no interruption in the operations due to lack of proof of insurance coverages required of Operator in this Agreement. The acceptance of delivery by RIAC of any certificate of insurance evidencing the insurance coverages and limits required does not constitute approval or agreement by RIAC that the insurance

requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with this Agreement.

16.3 General Liability. If any general liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to an "occurrence" form, it shall provide that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) shall be unlimited.

16.4 Types and Amounts. The amounts and types of insurance will conform to the following minimum requirements. The wording of all policies, forms and endorsements must be acceptable to RIAC. RIAC reserves the right, from time to time, to require Operator to increase the limits hereinafter stated. Unless otherwise agreed in writing by RIAC, the deductibles under the Aviation General Liability shall be \$5,000; Automobile Liability shall be zero dollars, and Environmental policies shall be \$25,000, each per occurrence.

16.4.1 Workers Compensation Insurance. Operator will obtain and maintain: (i) workers compensation insurance in accordance with the laws of the state of Rhode Island for all of Operator's employees; and (ii) employers' liability insurance. Employers Liability limit shall not be less than \$1,000,000.

16.4.2 Aviation General Liability Insurance. -Aviation general liability insurance shall be maintained by Operator including premises, products and completed operations, contractual, hangarkeepers, personal injury, war risks and allied perils, excess auto and excess employers liability and, if applicable, nonowned aircraft liability. Limits shall not be less than:

\$100,000,000 bodily injury and/or property damage in a combined single limit each occurrence and in the annual aggregate as respects products liability and personal injury liability. War liability may be sublimited to \$50,000,000 and Personal Injury may be sublimited to \$25,000,000. Excess Auto and Excess Employers Liability may be sublimited to \$25,000,000 excess of \$5,000,000.

The limit for Aviation General Liability Insurance may be provided by a single policy or by any combination of primary and excess or umbrella policies however the total available limit may not be less than \$100,000,000.

16.4.3 Automobile Liability Insurance. Automobile liability insurance shall be maintained by Operator as to the ownership, maintenance, and use of all owned, leased, or hired vehicles used or to be used at the Airport, with limits of not less than:

Bodily Injury and Property Damage Liability	\$5,000,000.00	Combined Single Limit Each Accident
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16.4.4 Environmental Insurance. Operator will obtain and maintain environmental insurance, with limits of not less than \$1,000,000.

16.5 No Limitation on Liability. The requirements for the various types and amounts of insurance under this Section 16 shall in no way limit or otherwise affect the indemnification obligations of Operator under Section 18.

16.6 Subrogation. Operator waives subrogation against RIAC, its officers, directors, and employees, and agents for injuries, including death, property damage, or any other loss to the extent such injuries, damage, or loss be covered by the proceeds of insurance.

16.7 Sufficient Coverage. All insurance policies maintained by Operator will provide that all provisions of this Agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

16.8 Subcontractors. The obligations of Operator under this Section 16 shall apply equally to all Subcontractors.

17. Fees and Expenses.

17.1 Management Fees. Commencing on the Management Commencement Date, as consideration in full for Operator's management and operation of the Airports and Operator's performance of the obligations under this Agreement, RIAC will pay Operator the basic management and incentive fees set forth in Section 17.1.1.

17.1.1 Payments to Operator. (a) **Monthly Fee.** In consideration of the management and other services to be performed hereunder, commencing on July 1, 201, Operator shall be paid a monthly fee of \$12,500. The budget for each subsequent year of the Term will reflect the amount of such fee, subject to adoption by the RIAC Board of Directors. Such fee will be prorated for any portion of a month during the Term.

(b) **Incentive Fee.** In addition to the monthly fee referred to in the preceding paragraph, RIAC will pay Operator an incentive fee of five (5%) percent of the reduction of Airports' Operating Loss (total revenues less Operating Expenses and management fees) from the approved RIAC fiscal year 2012 budget ("Incentive Payment"). The incentive for each fiscal year will be calculated by RIAC. RIAC's independent certified public accountants will complete the audit of RIAC's financial statements within one hundred twenty (120) days after the end of the applicable fiscal year. RIAC shall make the Incentive Payment, if any is earned, within 10 days of the issuance of the final audited financial statements. Operator shall receive a detailed summary of the calculation of the Incentive Payment, if any, for each fiscal year and shall have the right to dispute such calculation, by notice to RIAC within thirty (30) days after receipt of such calculation, in which case the matter shall be referred to an independent accounting firm mutually acceptable to RIAC and Operator, whose decision shall be binding upon and whose fees shall be shared equally by RIAC and Operator.

17.1.2 [Reserved]

17.1.3 [Reserved]

17.2 Reimbursement. RIAC will reimburse Operator on a monthly basis the full amount of the Operating Expenses set forth on each Operating Expense Schedule.

17.3 Statement. Operator will submit to RIAC by the fifteenth (15th) day of each month a statement, in the form prescribed by RIAC from time to time, of the amount due to Operator for management of the Airports during the previous month, together with the Operating Expense Schedule for such month, and any supporting documentation. In no event will Operator include any Excluded Expenses on any Operating Expense Schedule, or otherwise attempt to charge RIAC for any Excluded Expenses. The amount due Operator will be equal to: (i) the Operating Expenses set forth on the Operating Expense Schedule; plus (ii) the management fee pursuant to Section 17; less (iii) any deductions pursuant to Section 12.2, Section 12.4, Section 15.2, Section 15.8, and Section 17.5,. Operator will include sufficient documentation to support all allowable Operating Expenses. RIAC will process Operator's statement within thirty (30) days of receipt by Operator, provided all expenses are adequately documented. Reimbursements to the Operator of Operating Expenses will be deposited in the Expense Account. Payments of the management fee will be remitted to the Operator. All statements will be addressed to RIAC at:

Rhode Island Airport Corporation
2000 Post Road
Warwick, Rhode Island 02886
Attention: Accounts Payable

17.4 Payment for Subcontractors. Operator will bill, without markup, for the Services of its Subcontractors as a direct expense.

17.5 Setoff. RIAC may setoff against any amount payable under this Agreement: (i) any cost or expense incurred by RIAC as a result of Operator's failure, neglect, or refusal of to perform any of the terms and conditions of this Agreement; or (ii) any other claim or charge RIAC may have against Operator.

17.6 [Reserved]

18. Indemnification.

18.1 Indemnification by Operator. Operator will defend, indemnify, and hold RIAC and the state of Rhode Island (including, without limitation, their respective officers, officials, directors, employees and agents, their subsidiaries and affiliates, and their respective successors and assigns) harmless from and against any and all loss, costs, claims, demands, actions, causes of action, awards, penalties, damages or liabilities, of every kind and character, whether in law or in equity, including attorneys' fees and court costs, whether by reason of death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, or any other reason, arising out of or otherwise caused by, directly or indirectly: (i) any failure by Operator to perform its

obligations in accordance with the terms and conditions of this Agreement; (ii) any other breach by Operator of the terms and conditions of this Agreement; (iii) the acts or omissions of Operator, or any of its officers, directors, employees, agents, business visitors, or guests, in, on or about the Airports; and (iv) Operator's management and operation of the Airports. Operator will give RIAC prompt and timely notice of any claim made or proceeding instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect RIAC, and RIAC will have the right to control, at Operator's expense, the defense of any such claim or proceeding to the extent of RIAC's own interests. Operator's indemnity and defense obligations under this Agreement will survive the expiration or sooner termination of the Term.

18.2 No Liability. Notwithstanding any other provision of this Agreement,, neither RIAC nor the state of Rhode Island, nor their respective agents, parent or subsidiary corporations, affiliates, shareholders, investors, directors, officers, employees, representatives, attorneys or agents shall be liable, whether in contract, tort, negligence, strict liability or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental or consequential losses or damages arising out of or in connection with this Agreement or any failure of performance related hereto, howsoever caused, whether arising from such person's sole, joint or concurrent negligence. Operator waives and releases all claims against the state of Rhode Island, RIAC, their directors, officers, employees, and agents with respect to all matters for which RIAC has disclaimed liability under this Agreement.

18.3 Indemnification by RIAC. RIAC will defend, indemnify, and hold Operator harmless from and against any and all loss, costs, charges, claims, demands, actions, causes of action, awards, penalties, damages or liabilities, of every kind and character, whether in law or in equity, including attorneys' fees and court costs, arising out of aircraft noise. RIAC's indemnity and defense obligations under this Agreement will survive the expiration or sooner termination of the Term.

18.4 Reserved.

19. Capital Projects. RIAC will be responsible for all Capital Projects. RIAC, in its sole discretion, may: (i) provide the necessary materials and equipment and direct RIAC personnel to perform the necessary work; (ii) authorize a private contractor to provide the necessary materials and equipment and perform the necessary work; or (iii) authorize Operator to provide the necessary materials and equipment and perform the necessary work, in which case Operator may include the costs as an Operating Expense, unless the need for the Capital Project is the result of negligence, neglect, misuse, or abuse on the part of Operator.

20. Right to Maintain and Improve Airport.

20.1 Improvements. RIAC will have the absolute right at any time during the Term to make any repairs to, improve, and/or undertake any construction projects at, the Airports.

20.2 Airport Facilities. Without limiting the generality of Section 20.1, RIAC will have the right, in its sole discretion, to: (i) substitute, reconfigure, expand, add, decrease, or remove any the Airport Facilities; and (ii) modify the terms and conditions of this Agreement to reflect any such changes.

21. Termination.

21.1 Termination by RIAC for Cause. RIAC may terminate this Agreement immediately: (i) for Cause; (ii) in the event that in RIAC's judgment, it is improbable at the time that Operator will perform in accordance with the provisions of Section 25.6; (iii) in the event that, after consultation with the Operator, RIAC determines and informs Operator by written notice that an undertaking by Operator creates a conflict of interest with RIAC that Operator does not cure to RIAC's satisfaction within 10 days after receipt of such written notice; or (iv) in an emergency that poses a public health or safety hazard, or in the event of any condition jeopardizing or affecting the safety or convenience of the public.

21.2 Reserved.

21.3 Nonappropriation. RIAC may terminate this Agreement, effective upon the last day of the then current RIAC Fiscal Year, in the event that RIAC's Board of Directors fails to appropriate funds for the Agreement for the immediately succeeding RIAC Fiscal Year.

21.4 Effect of Termination. In the event of any such termination: (i) RIAC will pay Operator any and all management fees and other sums due it pursuant to Section 17 through the effective date of termination; and (ii) Operator will cooperate with RIAC and any subsequent Airport manager to ensure a smooth transition of the management of the Airports. In the event that the Term of this Agreement is terminated prior to its expiration for any reason other than termination for cause pursuant to Section 21.1, RIAC will pay Operator an amount equal to the unamortized cost of any equipment purchased pursuant to this Agreement or otherwise at RIAC's request, including any equipment acquired pursuant to Section 19. At the expiration or sooner termination of the Term, any and all equipment purchased by Operator for the operations of the Airports will automatically, without further action on the part of Operator or RIAC, become the property of RIAC.

22. Force Majeure. Neither RIAC nor Operator will be liable for any failure or delay in performance of any obligation under this Agreement due to any cause not reasonably foreseen by, beyond the control of, and without the fault or negligence of either party; provided that RIAC or Operator shall have used its best efforts to avoid such failure or delay in performance, minimized the impact thereof, and rendered prompt written notice thereof when first discovered, fully describing its probable effect and duration. In such event of excusable delay or nonperformance, RIAC will have the right at its option and without liability to Operator to cancel by notice to Operator any or all portions of Operator's performance so affected and to take such other action as may be necessary. RIAC may, after ascertaining the facts and the extent of the delay, extend the time for completing performance when the facts so justify. RIAC will not be liable for any

increased costs, including price escalation, beyond the original performance, due to causes beyond either party's reasonable control.

23. Absence of Restrictions. Operator is under no contractual or other obligation or restriction which is inconsistent with Operator's execution of this Agreement or the performance of its obligations under this Agreement. During the Term, Operator will not enter into any agreement, either written or oral, in conflict with Operator's obligations under this Agreement.

24. Federal Covenants.

24.1 Nondiscrimination. Operator, on its own behalf, and on behalf of its successors and assigns, covenants that: (i) no person on the grounds of race, religion, color, gender, national origin or other legally protected status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination regarding Operator's operations; (ii) in connection with the furnishing of services by Operator pursuant to this Agreement, no person on the grounds of race, religion, color, gender or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to unlawful discrimination; and (iii) Operator shall have access to the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended from time to time.

24.2 Affirmative Action. Operator will undertake an affirmative action program, as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or gender be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. No person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart. Operator will require, furthermore, that its subcontractors and subconsultants provide assurances to Operator that they similarly will under take affirmative action programs and that they will require assurance from their subcontractors and subconsultants, as required by 14 CFR 152, Subpart E, to the same effect.

24.3 Noninterference by Operator. Operator will neither erect structures nor permit nor operate equipment nor store material in or at the Airports in such a manner as to create any obstruction to air navigation and radar operations according to the criteria or standards as prescribed from time to time in 14 U.S.C. §44718, 49 U.S.C. §44718, and 14 C.F.R. Part 77 of the FAA Regulations, nor will Operator create electrical interference with radio communications, radar or electromagnetic equipment between the Airport and aircraft, or make it difficult for a flier to distinguish between Airport lights and others, or cause a glare in the eyes of fliers using the airport, or impair visibility in the vicinity of the Airport by lights or smoke, or otherwise endanger the landing, taking-off, or maneuvering of aircraft. Operator will not, by either its activities or upon or use of the Airports, interfere with radio communications, instrument landing systems, navigational aides or flight

operations of the Airport or telecommunications equipment or devices located at the Airport, whether or not related to airport operations.

24.4 Government Contract Requirements. In addition to the provisions of Sections 24.1, 24.2, and 24.3, Operator will comply with all of the provisions of the federal laws set forth on the attached Federal Contract Requirements Schedule.

25. General Provisions.

25.1 Rules and Regulations. Operator and its employees and agents, at their sole cost and expense, will be bound by, and will be subject to, the rules, regulations, policies, procedures, and standards promulgated and to be promulgated by RIAC from time to time for the governance and operation of the Airport as reasonably may be required, including but not limited to, RIAC's Ground Transportation Regulations. RIAC reserves the right to add or amend such rules, regulations, policies, procedures, and standards from time to time.

25.2 Compliance with FAA. Operator will comply with the rules, regulations, and requirements of the Federal Aviation Administration and all other federal, state, and local governmental authorities in all matters relating to the operation of the Airport.

25.3 Notices. All notices, demands, and requests permitted or required under this Agreement will be in writing and will be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested, or by facsimile transmission, to Operator and RIAC at the addresses set forth below:

If to RIAC:

Rhode Island Airport Corporation
2000 Post Road
Warwick, Rhode Island 02886
Attention: President and CEO
(401) 691-2575 (fax)

with a copy (which shall not constitute notice) to:

Rhode Island Airport Corporation
2000 Post Road
Warwick, Rhode Island 02886
Attention: General Counsel
(401) 691-2575 (fax)

If to Operator:

AFCO AvPORTS Management LLC
90 Moonachie Avenue
Teterboro, New Jersey 07608
(201) 288-5143 (fax)
Attn: John Harden, VP & COO

with a copy (which shall not constitute notice) to:

Glenn P. Wicks
The Wicks Group, PLLC
1215 17th Street, N.W.
Washington, DC 20036
(202) 457-7799 (fax)

All notices, demands and requests shall be effective upon personal service, facsimile transmission or deposit in the United States mail. The time period in which a response to any such notice, demand or request must be given, however, shall commence to run from the date of receipt of the notice, demand, or request in the case of personal service or facsimile transmission and the date upon the return receipt in the case of mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided below shall be deemed to be the date of receipt of the notice, demand or request sent. By notice sent in the manner set forth herein, RIAC and Operator shall have the right from time to time and at any time during the Term to change their respective addresses for notices.

25.4 Consent. Whenever in this Agreement, or in any other agreement or document executed and/or delivered in connection herewith, the consent or approval of RIAC is permitted or required, such consent or approval must be in writing and shall be given exclusively by RIAC's Representative, or his or her duly authorized designee.

25.5 Relationship. Nothing in this Agreement is intended to or shall constitute either party as an agent, legal representative, partner, joint venturer, employee, or servant of the other for any purpose. Operator is an independent contractor and responsible for all acts and omissions of its employees, agents, and Subcontractors. Operator is solely responsible for withholding and paying any and all federal, state, and local taxes, social security payments, and any other taxes or payments which may be due incident to payments made by RIAC for services rendered under this Agreement. Operator will not undertake any course of action or make any representation to the effect that it is the agent, servant or employee of RIAC.

25.6 Adequate Assurance of Future Performance. RIAC may require Operator to provide RIAC with adequate written assurance that Operator will perform its obligations in a timely fashion in accordance with this Agreement. In the event that RIAC requests that Operator provide adequate written assurance, or a statement by Operator

that Operator cannot or will not perform in a timely fashion in accordance with this Agreement, or any act of omission of Operator that makes it, in RIAC's reasonable judgment, improbable at the time that Operator will perform in accordance with this Agreement shall permit RIAC to terminate the Agreement under Section 21.

25.7 Publicity. Except as specifically required for the performance of this Agreement, Operator will not use in advertising, publicity or otherwise RIAC's name, photographs, logos, trade names, or other identifying characteristics, or refer to the existence of this Agreement, in press releases, advertising or materials distributed to prospective contractual parties without RIAC's prior approval.

25.8 Timeliness. Time is of the essence of this Agreement. Operator will perform the all of its obligations under this Agreement in such manner as to ensure their completion in a timely manner.

25.9 Complete Contract. The terms and conditions of this Agreement constitute the entire agreement between RIAC and Operator and supersede all negotiations, agreements, representations, reports, and understandings, whether oral or written, with respect to the subject matter hereof, and neither party shall be bound by nor charged with any oral or written agreements, representations, reports, or understandings not specifically set forth in this Agreement.

25.10 Amendment. This Agreement may be amended or modified only by a writing signed by both RIAC and Operator.

25.11 Validity. In the event that this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

25.12 Governing Law. This Agreement has been entered into in the state of Rhode Island and all questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of this state, without reference to its choice of law provisions. Operator irrevocably consents and submits to the exclusive jurisdiction of the courts of the state of Rhode Island and the United States District Court for the District of Rhode Island, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of any of its obligations or rights hereunder, and waives any objection it may have to the venue of any such suit, action or other proceeding in such courts and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Nothing in this Section 25.12 shall affect the right of RIAC to bring any suit, action, or proceeding against Operator or its property in the courts of any other jurisdictions.

25.13 Third Party Beneficiary. This Agreement is made and entered into solely and specifically between RIAC and Operator for their own benefit, and no third party shall have the right to enforce the provisions of this Agreement or have any other rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

25.14 Waiver. No consent or waiver, express or implied, by RIAC to or of any breach or default by Operator under this Agreement shall be deemed or construed to be consent or waiver to or of any other breach or default under this Agreement.

25.15 Successors and Assigns. This Agreement, and all of the rights, benefits, duties, liabilities, and obligations of RIAC and Operator shall inure to the benefit of, and be binding upon, RIAC and Operator, and their successor and assigns; provided, however, that Operator may not assign its rights, or delegate its obligations, under this Agreement, without the prior written consent of RIAC. The transfer of any legal or equitable interest in Operator at any time during the Term will be deemed to be an assignment of Operator's rights and/or a delegation of Operator's obligations prohibited by this Section 25.15.

26.16 Reserved.

IN WITNESS WHEREOF, RIAC and Operator have each caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

WITNESS:

**RHODE ISLAND AIRPORT
CORPORATION**

[Redacted signature line]

By:

[Redacted signature]

Kevin A. Dillon, A.A.E.
President & CEO

AFCO AvPORTS Management LLC

[Redacted signature line]

By:

[Redacted signature]

Oswin E. Moore
President & CEO

FEDERAL CONTRACT REQUIREMENTS SCHEDULE

Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements - 49 CFR Part 21/AC 150/5100-15.

Airport and Airway Improvement Act of 1982, Section 520 - Title 49 U.S.C. 47123/AC 150/5100-15, Para. 10c.

Disadvantaged Business Enterprise - 49 CFR Part 26.

Contract Assurance (§26.13) - Neither Operator nor any Subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

Lobbying and Influencing Federal Employees - 49 CFR Part 20.

Access to Records and Reports - 49 CFR Part 18.36/FAA Order 5100.38.

Breach of Contract Terms - 49 CFR Part 18.36.

Rights to Inventions - 49 CFR Part 18.36/FAA Order 5100.38.

Trade Restriction Clause - 49 CFR Part 30/FAA Order 5100.38.

Veteran's Preference - Title 49 U.S.C 47112/AC 150/5100-6d.

Termination of Contract - 49 CFR Part 18.36/FAA Order 5100.38.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - 49 CFR Part 29/FAA 5100.38.

EXHIBIT A
STATEMENT OF WORK

1. Perform as necessary to insure a positive image for the airports by being responsive to community complaints and events which foster good community relations. Forward copies of community complaints and inquiries and Operator's responses to RIAC within five days after receipt or mailing.

2. Maintain a written log of all complaints received, i.e. those concerning employee appearance, attitude, service, lack of facility maintenance, or anything in connection with airport operations, maintenance, or fuel facility operation. Such log shall contain the date of the occurrence and what action was taken, or the reason for non-action.

3. Operate or provide for the operation, maintenance, and repair of aircraft fueling facilities and equipment, maintaining responsibility for product quality control. Provide for the number of hours per day agreed to with RIAC (but in no event less than eight hours), 7 days a week, with no less than one person at each of the Airports.

4. Supervise, administer and monitor agreements and leases with tenants and other users of the Airports (i.e., tie-downs, hangars, concessionaires, etc.) to insure compliance. Notify RIAC promptly of any violations of law, defaults or other concerns with respect thereto. Provide RIAC monthly reports on current status of each existing agreement and lease. Perform on behalf of RIAC all obligations under agreements and leases with tenants and users of the Airports and enforce all obligations of tenants and users of the Airports, subject to the prior approval of RIAC.

5. Develop and submit recommended fee schedules and rental rates at least annually for RIAC approval.

6. Submit to RIAC proposals for new tenants and users in conceptual form and conduct negotiations with such proposed tenants and users. Submit all proposed agreements, including without limitation all renewals of existing agreements, to RIAC for approval and execution. Provide RIAC with monthly reports on the status of negotiations with prospective tenants and users of the Airports.

7. Collect and reconcile all fees and payments due from tenants and users of the Airports, using uniform procedures to provide accountability, control, and security of funds. Provide RIAC with monthly reports in a format acceptable to RIAC, describing all delinquent accounts and the methods being utilized to collect the delinquencies.

8. Prepare and submit monthly financial and operational reports and statistical data requested by RIAC in a format acceptable to RIAC.

9. Attend meetings on a not less than monthly basis with RIAC representatives and provide explanations of the operational reports and responses to concerns of RIAC.

10. Provide RIAC timely information, as requested, to answer inquiries by the news media with respect to events such as aircraft accidents, airspace problems, construction projects, etc. Maintain media response log.

11. Assist RIAC with additional administrative work, including, but not necessarily limited to the development of a comprehensive plan for the development of each airport consistent with planning and development to date.

12. Provide all required, necessary and appropriate initial and recurrent training of all its employees, including but not limited to training in fuel safety and fire and other emergency procedures in accordance with at least the standards and requirements of NFPA 407 and AC 150/5230-4.

13. Utilize a UNICOM/CTAF system to communicate with inbound/outbound aircraft. (RIAC shall be the FCC licensee.)

14. Restrict any aircraft, whether owned by Operator or others, from use of any portion of an airfield not within properly designated operational area.

15. Provide all services related to aircraft and air crew requirements. Services will include the following:

- Aircraft refueling
- Aircraft de-icing
- Air Start/GPU Service
- Lav service
- Aircraft towing
- Catering for air crews and passengers
- Weather service
- Courtesy cars and transportation
- Hotel reservations
- Rental car requirements
- Maintaining crew rest lounge

16. Perform airport inspections and file appropriate daily field inspection report, and file any required NOTAMS with FAA flight service

17. Perform leasing and maintenance of physical structures, perform maintenance of runways, taxiways, apron, vehicles, and RIAC owned NAVAIDS. Maintaining runway, taxiways, apron airport entrance roads, and vehicle parking areas will include snow removal and pavement maintenance and repairs as required.

18. Extra Work. (i) Operator may be required to provide extra work ("Extra Work") in connection with the operation of the Airports when such is deemed necessary by RIAC. Extra Work as used herein shall mean Services that are not otherwise covered by or required under this Agreement.

(ii) Compensation for such Extra Work shall be determined in advance by mutual written agreement between RIAC and Operator, on a case-by-case basis.



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26694
Revision	0
Order Date	21-NOV-2016
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **C & S Engineers Inc.**
499 Col Eileen Collins Blvd
Syracuse, NY 13212
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3747	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
28	TO 1 - Exhibit A Updates					N	28,330.71
	This line references Contract Agreement 26429						
Total: 28,330.71 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26370
Revision	0
Order Date	21-APR-2016
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **C & S Engineers Inc.**
499 Col Eileen Collins Blvd
Syracuse, NY 13212
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3747	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				MCDONOUGH, PAUL PMCDONOUGH@PVDAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	CA and RE Services					N	2,002,835.00
This line references Contract Agreement 25077							
Total: 2,002,835.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25321
Revision	0
Order Date	21-JAN-2014
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **C & S Engineers Inc.**
499 Col Eileen Collins Blvd
Syracuse, NY 13212
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3747	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				MCDONOUGH, PAUL PMCDONOUGH@PVDAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	Design & Bid services - Task Order 1					N	2,696,850.83
	This line references Contract Agreement 25077						
2	CO's 1 - 8					N	146,099.00
	This line references Contract Agreement 25077						
Total: 2,842,949.83 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26136
Revision	0
Order Date	23-SEP-2015
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: Exponent, Inc.
PO Box 200283, Dept 002
Dallas, TX 75320-0283
United States

Ship To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	4116	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	PVD 250 Construction Experts					N	485,000.00
2	PVD 250 Construction Experts					N	50,000.00
3	PVD 250 Construction Experts					N	50,000.00
4	PVD 250 Construction Experts					N	200,000.00
5	PVD 250 Construction Experts					N	100,000.00
6	Increase No. 6 - request 8/1/17					N	50,000.00
7	Increase request 11.14.17					N	90,000.00

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
							Total: 1,025,000.00 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26859
Revision	0
Order Date	19-APR-2017
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Jacobs Engineering Group Inc.**
166 Valley Street
Building 6M, Suite 101
Providence, RI 02909
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2489	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	Task Order 3 - FIS Reconfiguration (BHS)	Needed: 19-APR-2017 10:40:19				N	63,384.27
This line references Contract Agreement 26457							
Total: 63,384.27 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26815
Revision	0
Order Date	10-MAR-2017
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Jacobs Engineering Group Inc.**
166 Valley Street
Building 6M, Suite 101
Providence, RI 02909
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2489	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				DeCristofaro, Guy GDECRISTOFARO@PVDAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	Task Order 2 - FIS Reconfiguration	Needed: 10-MAR-2017 14:02:36				N	447,895.58
This line references Contract Agreement 26457							
							Total: 447,895.58 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26743
Revision	0
Order Date	04-JAN-2017
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Jacobs Engineering Group Inc.**
166 Valley Street
Building 6M, Suite 101
Providence, RI 02909
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2489	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				DeCristofaro, Guy GDECRISTOFARO@PVDAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	Task Order 1 - FIS Reconfiguration	Needed: 04-JAN-2017 10:34:43				N	98,053.02
This line references Contract Agreement26457							
							Total: 98,053.02 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26138
Revision	0
Order Date	28-SEP-2015
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Jacobs Engineering Group Inc.**
166 Valley Street
Building 6M, Suite 101
Providence, RI 02909
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2489	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	PVD 262 - Hangar 2 Improvements - Construction Phase Services	Needed: 28-SEP-2015 13:51:24				N	37,719.16
	This line references Contract Agreement 25041						
2	Amendment 1 PVD 262 - Hangar 2 Improvements - Construction Phase Services	Needed: 28-SEP-2015 13:51:24				N	9,843.19
Total: 47,562.35 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	27285
Revision	0
Order Date	27-SEP-2017
Created By	Raleigh, Mrs. Audra
Revision Date	
Current Buyer	

Supplier: **JBT Aerotech Services
Airport Services
1804 W 2550 S
Ogden, UT 84401
United States**

Ship To: **TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States**

Bill To: **TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States**

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3380	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				DASILVA, JOSE JDASILVA@PVDAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	Baggage Handling Aug 2017					N	153,008.58
2	Updated to change GL String					N	828,375.42
Total: 981,384.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	27084
Revision	0
Order Date	03-AUG-2017
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **JBT Aerotech Services**
Airport Services
1804 W 2550 S
Ogden, UT 84401
United States

Ship To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3380	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				ANDRADE, ALAN AANDRADE@PVDAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	Per IFB 26953					N	188,221.00
This line references Contract Agreement 26953							
Total: 188,221.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26565
Revision	0
Order Date	25-AUG-2016
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **JBT Aerotech Services**
Airport Services
1804 W 2550 S
Ogden, UT 84401
United States

Ship To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3380	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				DASILVA, JOSE JDASILVA@PVDAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)	
1	BHS Maintenance Contract - Year 5 of 5 per terms of RFP 24309					N	984,324.00	
	This line references Contract Agreement 24309							
							Total: 984,324.00 (USD)	



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26993
Revision	0
Order Date	29-JUN-2017
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: Jones Payne Group
123 North Washington Street, 2nd floor
Boston, MA 02114
United States

Ship To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3585	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	PVD.301 - TO 14 - CA Services Phase 6 Sound Mitigation					N	113,680.00
This line references Contract Agreement 24749							
							Total: 113,680.00 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26992
Revision	0
Order Date	29-JUN-2017
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: Jones Payne Group
123 North Washington Street, 2nd floor
Boston, MA 02114
United States

Ship To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3585	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	PVD.301 - TO13 - Design & Bid Services Phase 6 Sound Mitigation					N	140,565.97
	This line references Contract Agreement 24749						
2	correction to Oracle for \$1K error vs. TO.					N	12,187.03
	This line references Contract Agreement 24749						
Total: 152,753.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26870
Revision	0
Order Date	04-MAY-2017
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **Jones Payne Group**
123 North Washington Street, 2nd floor
Boston, MA 02114
United States

Ship To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3585	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	PVD.294 CM Services - Phase 5 Sound Mitigation					N	612,280.00
	This line references Contract Agreement 24749						
Total: 612,280.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26315
Revision	0
Order Date	03-MAR-2016
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Jones Payne Group**
123 North Washington Street, 2nd floor
Boston, MA 02114
United States

Ship To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3585	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 11 - Design and Bid Services - Phase V - CA Services	Needed: 03-MAR-2016 08:10:19				N	1,392,075.00
This line references Contract Agreement 24749							
Total: 1,392,075.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26314
Revision	0
Order Date	03-MAR-2016
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: Jones Payne Group
123 North Washington Street, 2nd floor
Boston, MA 02114
United States

Ship To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3585	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 10 - CA Services	Needed: 03-MAR-2016 08:09:05				N	947,996.00
This line references Contract Agreement 24749							
							Total: 947,996.00 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26010
Revision	0
Order Date	14-JUL-2015
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: Jones Payne Group
123 North Washington Street, 2nd floor
Boston, MA 02114
United States

Ship To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: TF GREEN AIRPORT
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	3585	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	CA/CM for 90 SF and 40 Condo's	Needed: 14-JUL-2015 14:07:02				N	690,197.00
This line references Contract Agreement 24749							
							Total: 690,197.00 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	27004
Revision	0
Order Date	05-JUL-2017
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **McFarland Johnson Inc**
49 Court Street
PO Box 1980
Binghamton, NY 13901
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2336	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	OQU 299 - Bid Services RIANG Apron Rehabilitation					N	70,338.23
This line references Contract Agreement 26461							
Total: 70,338.23 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26749
Revision	0
Order Date	10-JAN-2017
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **McFarland Johnson Inc**
49 Court Street
PO Box 1980
Binghamton, NY 13901
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2336	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	OQU 299 - Design Services RIANG Apron Rehabilitation					N	176,850.00
This line references Contract Agreement 26461							
Total: 176,850.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25965
Revision	0
Order Date	16-JUN-2015
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **Robinson & Cole LLP**
280 Trumball Street
Hartford, CT 06103
United States

Ship To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **TF GREEN AIRPORT**
2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	4068	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	Legal Fees - Cardi Corporation					N	100,000.00
2	Legal Fees - Cardi/AECOM Corporation					N	100,000.00
3	Legal Fees - Cardi/AECOM					N	30,000.00
4	LegalFees - Card					N	75,000.00
5	Legal Fees - Cardi					N	50,000.00
6	Legal Fees - Cardi					N	200,000.00
7	Legal Fees - Cardi					N	150,000.00
8	Legal Fees - Cardi					N	150,000.00

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
9	Legal Fees - Cardi Rev 9					N	150,000.00
10	Legal Fees Increase 11.14.2017					N	160,000.00
Total: 1,165,000.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	28015
Revision	0
Order Date	01-MAY-2018
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: Stantec Consulting Services Inc.
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: RIAC
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: 2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 5 Dual boarding	Needed: 01-MAY-2018 17:03:22				N	4,312.97
This line references Contract Agreement26462							
							Total: 4,312.97 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26615
Revision	0
Order Date	26-SEP-2016
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: Stantec Consulting Services Inc.
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: RIAC
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: 2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 2 - Design/Bid Services for OQU Maintenance Facility	Needed: 26-SEP-2016 13:38:21				N	235,634.68
This line references Contract Agreement 26462							
							Total: 235,634.68 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	27710
Revision	0
Order Date	02-FEB-2018
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: Stantec Consulting Services Inc.
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: RIAC
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: 2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 4 - Cargo Facility Cost Estimate	Needed: 02-FEB-2018 13:10:50				N	11,948.19
This line references Contract Agreement 26462							
							Total: 11,948.19 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	27539
Revision	0
Order Date	12-DEC-2017
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 3 - Westerly Displacement Needed:	12-DEC-2017 10:59:15				N	56,519.87
	This line references Contract Agreement 26462						
							Total: 56,519.87 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	27398
Revision	0
Order Date	31-OCT-2017
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	Garage C Inspection	Needed: 31-OCT-2017 10:50:31				N	27,553.27
This line references Contract Agreement26462							
							Total: 27,553.27 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26432
Revision	0
Order Date	08-JUN-2016
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **Multiple**

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				MCDONOUGH, PAUL PMCDONOUGH@PVDIAIRPORT.COM		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 3 - PVD 250 RW 34 Survey ControlNewport Apron Design and Bid (UUU 291)	Needed: 08-JUN-2016 11:54:50				N	9,905.17
	This line references Contract Agreement24916						
2	TO 3					N	38,307.40
	This line references Contract Agreement24916						
Total: 48,212.57 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26423
Revision	0
Order Date	02-JUN-2016
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 9 - PVD.253 - OBS Removal - RW 5/13 OBS Analysis Approach Light OBS Removal					N	59,900.59
This line references Contract Agreement25111							
							Total: 59,900.59 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26422
Revision	0
Order Date	02-JUN-2016
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 8 - RW 16/34 OBS Analysis & Approach Light Removal					N	48,710.15
This line references Contract Agreement25111							
							Total: 48,710.15 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26320
Revision	0
Order Date	08-MAR-2016
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 2 - Newport Apron Design Needed: and Bid (UUU 291)	08-MAR-2016 11:06:12				N	248,658.00
This line references Contract Agreement24916							
							Total: 248,658.00 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26166
Revision	0
Order Date	26-OCT-2015
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 7 - ATCT	Needed: 26-OCT-2015 11:01:06				N	56,645.00
	This line references Contract Agreement25111						
2	TO 7, A1					N	42,375.87
	This line references Contract Agreement25111						
3	TO 7, A2					N	16,642.57
	This line references Contract Agreement25111						
Total: 115,663.44 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25888
Revision	0
Order Date	21-APR-2015
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO No 5, PVD 260 - On Airport (16-34) OBS - CA Services	Needed: 21-APR-2015 15:18:15				N	84,505.00
	This line references Contract Agreement25111						
2	TO 5, A1 Dedar Swamp road OBS					N	36,749.02
	This line references Contract Agreement25111						
3	TO 5, A2 - Cedar Swamp Road					N	19,863.31
	This line references Contract Agreement25111						
Total: 141,117.33 (USD)							

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25886
Revision	0
Order Date	21-APR-2015
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: Stantec Consulting Services Inc.
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: RIAC
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: 2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 5 - 16-34 (PVD 260)					N	75,035.00
	This line references Contract Agreement25111						
2	TO 5 - 5-23 (PVD 253)					N	93,084.00
	This line references Contract Agreement25111						
Total: 168,119.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25746
Revision	0
Order Date	12-JAN-2015
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO No 4, PVD 253 - On Airport (5-23) OBS - CA Services	Needed: 12-JAN-2015 09:57:32				N	88,285.00
	This line references Contract Agreement25111						
2	TO 4, A2 (A1 was a \$0 amendment)					N	26,958.52
Total: 115,243.52 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26615
Revision	0
Order Date	26-SEP-2016
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: Stantec Consulting Services Inc.
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: RIAC
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: 2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 2 - Design/Bid Services for OQU Maintenance Facility	Needed: 26-SEP-2016 13:38:21				N	235,634.68
This line references Contract Agreement 26462							
Total: 235,634.68 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25933
Revision	0
Order Date	26-MAY-2015
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: Stantec Consulting Services Inc.
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: RIAC
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: 2000 POST ROAD
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 7 - Construction Phase Services	Needed: 26-MAY-2015 15:24:38				N	52,787.00
	This line references Contract Agreement 23988						
2	Amendment 1					N	12,434.51
	This line references Contract Agreement 23988						
Total: 65,221.51 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25918
Revision	0
Order Date	12-MAY-2015
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **Stantec Consulting Services Inc.**
482 Payne Road
Suite 205
Scarborough, ME 04074-8929
United States

Ship To: **RIAC**
2000 POST ROAD
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	2422	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				Seabury, Eric eseabury@pvdairport.com		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 6 - Construction Phase Services	Needed: 12-MAY-2015 13:09:21				N	63,571.00
	This line references Contract Agreement23988						
2	Amendment 1					N	24,113.61
	This line references Contract Agreement23988						
Total: 87,684.61 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26683
Revision	0
Order Date	04-NOV-2016
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **W. D. Schock Co., Inc.**
1420 Donelson Pike
Building 1 Suite A18
Nashville, TN 37217
United States

Ship To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	881	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 7 - ATCT Easements Acquisition Services (Up to 4)					N	64,417.57
This line references Contract Agreement 26618							
Total: 64,417.57 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26679
Revision	0
Order Date	03-NOV-2016
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **W. D. Schock Co., Inc.**
1420 Donelson Pike
Building 1 Suite A18
Nashville, TN 37217
United States

Ship To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	881	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 6 - Airport Nursery Appraisal					N	4,440.39
This line references Contract Agreement 26191							
Total: 4,440.39 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26495
Revision	0
Order Date	14-JUL-2016
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **W. D. Schock Co., Inc.**
1420 Donelson Pike
Building 1 Suite A18
Nashville, TN 37217
United States

Ship To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	881	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 4 - 14 VLAP properties PVD 292					N	722,346.00
	This line references Contract Agreement 26191						
2	Amendment 1 TO 4 - Transfer balances from TO 15, 16 & 1 (P292)					N	340,048.89
	This line references Contract Agreement 26191						
Total: 1,062,394.89 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26367
Revision	0
Order Date	19-APR-2016
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **W. D. Schock Co., Inc.**
1420 Donelson Pike
Building 1 Suite A18
Nashville, TN 37217
United States

Ship To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	881	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 2					N	29,735.58
	This line references Contract Agreement26191						
2	RPZ Phase 4					N	1,104,124.81
	This line references Contract Agreement26191						
Total: 1,133,860.39 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26218
Revision	0
Order Date	01-DEC-2015
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **W. D. Schock Co., Inc.**
1420 Donelson Pike
Building 1 Suite A18
Nashville, TN 37217
United States

Ship To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	881	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 18 - RW 16/34	Needed: 01-DEC-2015 16:16:05				N	73,060.00
	This line references Contract Agreement 23777						
2	TO 18, A1					N	86,536.87
	This line references Contract Agreement 23777						
3	TO 18, A1					N	50,990.25
Total: 210,587.12 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	26042
Revision	0
Order Date	28-JUL-2015
Created By	Ottaviano, Carla
Revision Date	
Current Buyer	

Supplier: **W. D. Schock Co., Inc.**
1420 Donelson Pike
Building 1 Suite A18
Nashville, TN 37217
United States

Ship To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	881	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	TO 1 - PVD 292					N	406,730.00
This line references Contract Agreement 26191							
Total: 406,730.00 (USD)							



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25967
Revision	0
Order Date	17-JUN-2015
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **W. D. Schock Co., Inc.**
1420 Donelson Pike
Building 1 Suite A18
Nashville, TN 37217
United States

Ship To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	881	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	PVD 253 (RPZ Phase 3) - Acquire 13 properties w/in RPZ, relocation/demolition/OBS services	Needed: 17-JUN-2015 15:31:55				N	782,680.00
	This line references Contract Agreement 23777						
2	Amendment 1 (reallocated from other TO)					N	83,619.00
	This line references Contract Agreement 23777						
3	Amendment 2 (reallocated from TO 13)					N	130,599.82
	This line references Contract Agreement 23777						
4	\$0.18 Reconciliation to					N	177,969.15

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
Amendment							
							Total: 1,174,867.97 (USD)



Rhode Island Airport Corporation
Rhode Island Airport Corporation
Third Floor
2000 Post Road
Warwick, RI 02886
United States

Type	Standard Purchase Order
Order	25426
Revision	0
Order Date	05-MAY-2014
Created By	Goulart, Jeffrey
Revision Date	
Current Buyer	

Supplier: **W. D. Schock Co., Inc.**
1420 Donelson Pike
Building 1 Suite A18
Nashville, TN 37217
United States

Ship To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Bill To: **2000 POST ROAD**
WARWICK, RI 02886
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	881	Net 30	Paid	Destination		Best Way
Confirm To/Telephone				Requester/Deliver To		
				PORTER, DANIEL		

Notes: All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)
1	PVD 253 0 Acquire 13 properties w/in RPZ, relocation/demolition/OBS services	Needed: 05-MAY-2014 13:32:44				N	798,298.00
This line references Contract Agreement 23777							
							Total: 798,298.00 (USD)