

Appendix 4

Rules for Contractors/Lessees/Owner Builder of Hangars at Park County/City of Livingston Airports

Construction activities at any Park County/City of Livingston airport have the potential for adversely affecting airport users as well as the airport itself. These Rules are to minimize the negative impact of the construction process. The Lessee shall have the responsibility to insure compliance with these rules. However, the Park County/City of Livingston Airport Board (hereinafter referred to as the Board) or its representative shall also have the authority to stop any and all construction activities if, in the Board's judgment, any part of these rules or instructions from the Board are not complied with. Construction shall not resume until after the Contractor and/or the Lessee corrects the infraction and has received approval by the authority who directed the work stoppage. Construction, including the positioning of construction materials and/or equipment on any part of the County's airport property, shall not begin until after the Lessee has read, agreed to and affixed their signature so confirming Lessee's responsibility for compliance to these rules. Lessee and/or Owner-builders are also considered general contractors for these purposes and, where used herein the term, Contractor, shall also mean the hangar owner or owner builder (Lessee).

- Prior to the start of hangar construction, Lessees shall ensure their General Contractors are appropriately licensed and insured in accordance with Montana laws to perform the work required.
- Aircraft have the right of way at all times; contractors shall not disrupt airport operations at any time.
- No construction equipment or vehicles shall be allowed on any airport operations area without the express consent of the Board.
- Contractors and/or Lessees shall take all precautions to ensure that debris, such as, mud, dirt, gravel, sand, etc., is not tracked onto any paved surface. In the event debris is tracked onto a pavement, the Contractor and/or Lessee must remove it immediately. Such debris may cause damage to operating aircraft and personnel. If any Contractor and/or the Lessee fail to remove debris resulting from his actions or the actions of his/her assigns, then the County reserves the right to have the debris removed and to charge the Lessee the expense.
- Prior to any digging, all underground utilities shall be located and marked by official "Blue Stake" procedures. Contractors and/or the Lessee shall insure that any inadvertent damage to an underground utility is repaired by certified utility personnel immediately after the damage occurred.

- Any and all expenses to install, relocate or remove any utility line or structure that may be necessary to complete the project; or any repair caused by any damage shall be the responsibility of the Lessee and/or the contractor. Repairs shall be made as soon as practicable so as to incur the least amount of disruption to airport operations or airport users.
- All site development requirements and/or activities and expenses shall be the responsibility of the Lessee. The County is not obligated to provide fill material nor is the County responsible for making existing soil or site conditions suitable for building construction.
- Building materials, packaging, trash, debris, equipment, tools, etc., shall be effectively secured so as to prevent wind-blown damage to aircraft or other property or persons. Trash, including wind-blown debris, must be picked up and disposed of daily so as to keep a clean site.
- Construction materials, tools, equipment, trash, etc., stored on site must be located so as not to interfere with airport operations.
- Waste excavation material shall not be dumped on airport property without written approval of the Airport Board. Otherwise, Contractors and/or the Lessee must remove all waste excavation material from the airport property at Lessee's expense.
- No fences shall be breached for construction access without approval of the Board. Any fence breached shall be secured at the end of each work day.
- Contractors and/or the Lessee shall restore any alteration or damage made to the surface of airport property to its original or other conforming grade prior to completion of the project and vacating the airport premises. The Lessee/owner, however, is ultimately liable for any and all acts of his/her Contractor and/or assigns.

It shall be understood that Board is the final authority for determining if and when a breach of these rules has transpired. Also, the Board is the final authority for determining the means and the schedule and the criteria of compliance for the rectification of any breach to these rules. And, finally, the Board reserves the right to levy assessments for correcting any states of repairs resulting from any breach of these rules. In the event that the Board determines the Lessee and/or the contractors are not abiding by these rules, or, if the Lessee chooses to terminate the lease at any time during construction, then the Board reserves the right to cancel the Lessee's lease, evict the contractors, and charge the Lessee for all County expenses incurred in restoring the airport property back to a condition as deemed acceptable for airport use by the Board.

By signing below, I certify that I have read, agree to, and confirm responsibility for, and will assure compliance to these “Rules for Contractors/Lessees and Owner Builders of Hangars at Park County/City of Livingston Airports.”

Dated: _____

LESSEE: _____

ATTESTED By: _____
Chairman, Park County/City of Livingston Airport Board