

**BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS**

1200 Airport Drive, South Burlington, Vermont
Conference Room #1
Monday January 25, 2016 3:00pm

1. CALL TO ORDER
2. AGENDA
3. PUBLIC FORUM
4. FINANCIAL PACKAGE (Documents/Verbal - M. Friedman)
5. CONSENT AGENDA
 - 5.1 Approval of Minutes: December 14, 2015
6. ACTION NEEDED:
 - 6.1 Engineering Contract Rental Car QTA – Stantec Consulting
 - 6.2 Snow Removal Equipment Purchase
7. COMMUNICATION/DISCUSSION:
 - 7.1 Construction Update Report (Document/Verbal - A. Hanaway)
 - 7.2 Marketing Update (Document/Verbal - E. Knapp)
 - 7.3 Passenger and Operational Statistics (Document/Verbal – N. Longo)
 - 7.4 Fare Comparisons (Document – A. Morris)
8. DIRECTOR’S REPORT (Verbal)
9. COMMISSIONERS’ ITEMS
 - 9.1 Policy File
10. ADJOURNMENT. Tentative: Next Meeting - Monday, February 15, 2016 at 3:00pm

City of Burlington
BURLINGTON INTERNATIONAL
AIRPORT
November 2015

FINANCIAL STATEMENTS





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1200 Airport Drive, #1
South Burlington, Vermont 05403
Phone: (802) 863-2874 (TTY)
Fax: 18021 863-7047

The Burlington International Airport, City of Burlington is an Equal Opportunity Employer



Budget Performance Report

Fiscal Year to Date 11/30/15

Only Show Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	FY 2016 YTD Transactions	Remaining Balance	% used/ Rec'd
Fund 400 - Airport								
REVENUE								
4247	Fees and Permits	104,850.00	.00	104,850.00	.00	44,835.00	60,015.00	43%
4267	Utility Reimbursement	46,967.00	.00	46,967.00	.00	18,128.77	28,838.23	39%
4275	Rent & Lease	.00	.00	.00	.00	.00	.00	+++
4295	Parking Fees	5,825,000.00	.00	5,825,000.00	.00	2,211,875.12	3,613,124.88	38%
4297	CFC's	1,180,000.00	.00	1,180,000.00	.00	666,660.00	513,340.00	56%
4345	Advertising Revenues	118,000.00	.00	118,000.00	.00	85,359.25	32,640.75	72%
4390	Concessions	260,000.00	.00	260,000.00	.00	118,891.36	141,108.64	46%
4440	Taxi Fees	46,900.00	.00	46,900.00	.00	61,014.00	(14,114.00)	130%
4445	Terminal Rent - Exclusive	1,127,147.00	.00	1,127,147.00	.00	565,027.34	562,119.66	50%
4450	Terminal Rent - Commonuse	1,467,928.00	.00	1,467,928.00	.00	611,636.66	856,291.34	42%
4455	Terminal Concessions Airport	525,200.00	.00	525,200.00	.00	285,561.07	239,638.93	54%
4460	Rental Car Concessions	1,777,468.00	.00	1,777,468.00	.00	1,124,974.50	652,493.50	63%
4465	Rent Grounds	380,774.00	.00	380,774.00	.00	145,022.23	235,751.77	38%
4470	Rent Buildings	1,204,998.00	.00	1,204,998.00	.00	543,789.56	661,208.44	45%
4475	Landing Fees	1,825,884.00	.00	1,825,884.00	.00	735,405.07	1,090,478.93	40%
4480	PFC Revenue	2,400,000.00	.00	2,400,000.00	.00	813,334.75	1,586,665.25	34%
4500	Airport Apron Fees	.00	.00	.00	.00	.00	.00	+++
4505	Terminal Non Airline	575,061.00	.00	575,061.00	.00	248,888.19	326,172.81	43%
4535	Misc Rev	3,000.00	.00	3,000.00	.00	1,178.09	1,821.91	39%
4600	Fees For Services	.00	.00	.00	.00	3,719.00	(3,719.00)	+++
4700	Interest / Investment Income	33,500.00	.00	33,500.00	.00	1,777.38	31,722.62	5%
4702	Interest Income PFC	4,000.00	.00	4,000.00	.00	1,351.93	2,648.07	34%
4703	Restricted Interest Income	.00	.00	.00	.00	17,033.16	(17,033.16)	+++
4705	Unrealzd Gain/Loss-Invest	.00	.00	.00	.00	(7,686.86)	7,686.86	+++
4750	Gain/Loss On Asset	.00	.00	.00	.00	17,898.70	(17,898.70)	+++
4825	Interdepartmental	.00	.00	.00	.00	.00	.00	+++
4850	Cash Over	.00	.00	.00	.00	1,183.51	(1,183.51)	+++
4900	Participant Charges	.00	.00	.00	.00	.00	.00	+++
4961	Property Tax Reimbursement - Airport	208,000.00	.00	208,000.00	.00	143,742.14	64,257.86	69%
REVENUE TOTALS		\$19,114,677.00	\$0.00	\$19,114,677.00	\$0.00	\$8,460,599.92	\$10,654,077.08	44%
EXPENSE								
5000	Salaries and Wages	2,356,815.00	.00	2,356,815.00	.00	883,996.15	1,472,818.85	38%
5100	Overtime	225,000.00	.00	225,000.00	.00	70,085.63	154,914.37	31%
5200	Other Personal Service	167,415.00	.00	167,415.00	.00	33,525.20	133,889.80	20%
5400	Employee Benefits	1,246,199.00	.00	1,246,199.00	.00	400,973.95	845,225.05	32%
6000	Office Supplies	14,000.00	.00	14,000.00	116.60	2,249.59	11,633.81	16%
6005	Postage	1,500.00	.00	1,500.00	14.93	463.35	1,021.72	31%
6007	Shipping and Moving	6,000.00	.00	6,000.00	.00	1,106.47	4,893.53	18%
6010	Computer Equipment	45,560.00	.00	45,560.00	94.63	4,139.95	41,325.42	9%
6015	Computer Software	62,500.00	.00	62,500.00	.00	.00	62,500.00	0%
6017	Computer Licensing and Maint.	17,000.00	18,000.00	35,000.00	342.04	19,089.33	15,568.63	55%
6020	Office Equipment	5,000.00	.00	5,000.00	.00	650.00	4,350.00	13%
6025	Furnishings	5,000.00	.00	5,000.00	.00	.00	5,000.00	0%
6200	Medical Fees And Supplies	2,500.00	.00	2,500.00	.00	839.18	1,660.82	34%
6202	Printing/Copying/Paper Mgt	2,500.00	.00	2,500.00	.00	370.01	2,129.99	15%
6203	Dues/Subscriptions	86,000.00	.00	86,000.00	11,514.52	55,740.23	18,745.25	65%
6205	Cash Short	.00	.00	.00	.00	4,194.25	(4,194.25)	+++
6206	Custodian Supplies	65,000.00	.00	65,000.00	.00	26,981.04	38,018.96	42%
6208	Special Supplies	14,000.00	.00	14,000.00	58.00	5,438.97	8,503.03	39%



Budget Performance Report

Fiscal Year to Date 11/30/15

Only Show Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	Remaining Balance	% used/ Rec'd	
6210	Small Tools and Equipment	18,000.00	.00	18,000.00	1,229.85	10,413.32	6,356.83	58%	
6211	Specialized Equipment	.00	.00	.00	.00	.00	.00	+++	
6212	Fuel	174,000.00	.00	174,000.00	88,976.30	11,023.70	74,000.00	6%	
6214	Clothing And Uniforms	11,000.00	.00	11,000.00	.00	851.89	10,148.11	8%	
6215	Uniform Laundering	22,000.00	.00	22,000.00	6,375.66	7,624.34	8,000.00	35%	
6216	Oil & Grease & Antifreeze	40,000.00	.00	40,000.00	.00	6,928.50	33,071.50	17%	
6222	Runway De-Ice	200,000.00	.00	200,000.00	100,000.00	.00	100,000.00	0%	
6300	Repair & Maintenance	826,500.00	49,000.00	875,500.00	147,766.41	245,010.56	482,723.03	28%	
6350	Legal Notice & Advertising	3,000.00	.00	3,000.00	.00	.00	3,000.00	0%	
6400	Utilities	1,560,000.00	.00	1,560,000.00	425.00	378,174.60	1,181,400.40	24%	
6500	Professional and Consultant Services	1,142,000.00	.00	1,142,000.00	62,589.98	338,216.17	741,193.85	30%	
6600	Maintenance Contracts	300,000.00	(18,000.00)	282,000.00	137,336.06	77,266.41	67,397.53	27%	
6605	Radio Maintenance	20,000.00	.00	20,000.00	3,038.00	3,200.50	13,761.50	16%	
6610	Custodial Contracts	682,000.00	.00	682,000.00	55,125.00	275,625.00	351,250.00	40%	
6615	Property Repairs	200,000.00	.00	200,000.00	19,200.00	17,000.00	163,800.00	9%	
6620	Contractual Vehicle Repair	22,000.00	.00	22,000.00	94.99	2,489.28	19,415.73	11%	
6625	Equipment Maintenance Repairs	150,000.00	.00	150,000.00	7,320.69	44,186.44	98,492.87	29%	
6700	Travel & Training	98,000.00	.00	98,000.00	.00	11,143.52	86,856.48	11%	
6800	Fees for Services	35,000.00	.00	35,000.00	1,026.00	16,105.57	17,868.43	46%	
7000	Bad Debt Expense	2,000.00	.00	2,000.00	.00	108.00	1,892.00	5%	
7002	Interest Expense	.00	.00	.00	.00	.00	.00	+++	
7004	Interest Expense - Restricted	.00	.00	.00	.00	4,066.53	(4,066.53)	+++	
7010	Depreciation Expense	.00	.00	.00	.00	.00	.00	+++	
7200	Capital Leases	373,000.00	.00	373,000.00	2,025.00	3,980.80	366,994.20	1%	
7230	Insurance	243,641.00	.00	243,641.00	.00	145,672.73	97,968.27	60%	
7303	Regulatory and Bank Fees	120,000.00	.00	120,000.00	.00	61,432.04	58,567.96	51%	
7312	Real Estate Taxes	1,553,000.00	.00	1,553,000.00	6,144.90	647,083.35	899,771.75	42%	
8005	Vehicle/Equipment Repairs	.00	.00	.00	.00	.00	.00	+++	
8015	Indirect Fees	343,605.00	.00	343,605.00	.00	143,169.40	200,435.60	42%	
8016	Risk Management	9,000.00	.00	9,000.00	.00	.00	9,000.00	0%	
8017	Indirect Fees - City Attorney	9,923.00	.00	9,923.00	.00	4,135.00	5,788.00	42%	
8018	Management Fee - Parking Garge	674,225.00	.00	674,225.00	.00	234,326.26	439,898.74	35%	
8035	FAA - Airport Security	.00	.00	.00	.00	.00	.00	+++	
8095	Interest On Pooled Cash	34,000.00	.00	34,000.00	.00	3,516.46	30,483.54	10%	
8135	Airport Security To Police	1,014,000.00	.00	1,014,000.00	.00	422,500.00	591,500.00	42%	
OPERATING EXPENSE TOTALS		\$14,201,883.00	\$49,000.00	\$14,250,883.00	\$650,814.56	\$4,625,093.67	\$8,974,974.77	37%	
OPERATING PROFIT								\$3,835,506.25	



TREND ANALYSIS
For Fiscal Years 2015 and 2016
Year-To-Date Revenue Comparisons



FY	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9		Period 10		Period 11		Period 12		
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
2015	29,062	129,056	180,862	250,243	294,680	340,596	385,468	455,967	507,151	553,476	612,793	669,587													
2016	56,798	119,970	175,302	237,427	285,561																				
2015	244,531	483,906	681,582	923,753	1,002,492	1,149,356	1,305,216	1,453,043	1,586,866	1,734,195	1,883,314	2,096,747													
2016	240,324	552,535	748,826	977,338	1,124,975																				
2015	158,349	316,660	464,374	608,334	732,425	846,526	969,438	1,088,441	1,225,070	1,360,457	1,488,635	1,630,368													
2016	149,347	300,822	447,804	601,990	735,405																				
2015	424,926	885,487	1,393,271	1,905,737	2,384,795	2,794,781	3,247,996	3,697,178	4,311,769	4,850,216	5,321,373	5,741,612													
2016	410,392	824,622	1,240,565	1,747,165	2,211,875																				
2015	134,124	283,204	414,844	560,600	631,024	697,088	768,264	834,464	915,824	973,496	1,087,440	1,211,060													
2016	160,052	312,196	444,132	591,724	666,660																				
2015	\$ 990,993	\$ 2,098,313	\$ 3,134,934	\$ 4,248,667	\$ 5,045,416	\$ 5,828,347	\$ 6,676,382	\$ 7,529,093	\$ 8,546,680	\$ 9,471,840	\$ 10,393,555	\$ 11,349,374													
2016	\$ 1,016,913	\$ 2,110,146	\$ 3,056,630	\$ 4,155,644	\$ 5,024,476	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -													

Monthly Revenue Comparison

FY	Jul		Aug		Sep		Oct		Nov		Dec		Jan		Feb		Mar		Apr		May		Jun		YTD	
2015	29,062	99,994	51,806	69,381	44,437	45,916	44,872	70,499	51,184	46,325	59,317	56,794	669,587													
2016	56,798	63,172	55,332	62,125	48,134																				285,561	
2015	244,531	239,374	197,676	242,171	78,739	146,864	155,860	147,637	133,823	147,329	149,119	213,433	2,096,747													
2016	240,324	312,211	196,291	228,511	147,637																				1,124,975	
2015	158,349	158,312	147,714	143,960	124,091	114,101	122,912	119,003	136,629	135,387	128,178	141,733	1,630,368													
2016	149,347	151,476	146,982	154,185	133,415																				735,405	
2015	424,926	460,560	507,784	512,466	479,058	409,986	453,215	449,182	614,591	538,447	471,157	420,239	5,741,612													
2016	410,392	414,230	415,943	506,600	464,710																				2,211,875	
2015	134,124	149,080	131,640	145,756	70,424	66,064	71,176	66,200	81,360	57,672	113,944	123,620	1,211,060													
2016	160,052	152,144	131,936	147,592	74,936																				666,660	
2015	\$ 990,993	\$ 1,107,320	\$ 1,036,621	\$ 1,113,733	\$ 796,749	\$ 782,931	\$ 848,035	\$ 852,711	\$ 1,017,587	\$ 925,160	\$ 921,715	\$ 955,819	\$ 11,349,374													
2016	\$ 1,016,913	\$ 1,093,233	\$ 946,484	\$ 1,099,014	\$ 868,832	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -													5,024,476



Burlington International Airport
Fiscal Year 2016
 Debt Coverage Score



DESCRIPTION	July	August	September	October	November
Total Revenue	1,515,506	3,160,886	4,890,357	6,671,649	8,460,600
Less: PFC Revenue	0	(73,589)	(316,239)	(532,083)	(813,335)
Less: PFC Interest Income	(258)	(537)	(819)	(1,082)	(1,352)
Total Net Revenue	1,515,248	3,086,760	4,573,299	6,138,484	7,645,913
Operating Expenses	804,033	1,629,220	2,820,067	3,676,747	4,625,094
Total Net Operating Income	711,215	1,457,540	1,753,232	2,461,737	3,020,819
+ PFC available for Debt Service	90,593	181,186	271,779	362,372	452,964
Funds Available for Debt Service	801,808	1,638,726	2,025,011	2,824,109	3,473,783
* + Debt Principal & Interest Payments	282,137	564,274	846,410	1,128,547	1,410,684
Debt Service Coverage Score - Methodology #1	2.84	2.90	2.39	2.50	2.46
Apply 125% PFC Revenue towards debt	22,648	45,296	67,945	90,593	113,241
Funds Available for Debt Service	824,456	1,684,022	2,092,955	2,914,701	3,587,025
Debt Service Coverage Score - Methodology #2	2.92	2.98	2.47	2.58	2.54
Fiscal Year 2015					
Debt Coverage Score					
Debt Service Coverage Score - Methodology #1	2.26	2.48	2.01	2.20	2.01
Debt Service Coverage Score - Methodology #2	2.34	2.56	2.09	2.28	2.09



**BURLINGTON INTERNATIONAL AIRPORT
ACCOUNTS RECEIVABLE
AIP PROJECTS
AS of January 12, 2016**



NW FUND	AIP #	PROJECT DESCRIPTION	A/R BALANCE 06/30/15	TOTAL PROJECT EXPENSES FY 2016	GRANT %	% OF PROJECT EXPENSES FY 2016	REIMBURSE- MENTS FY 2016	A/R BALANCE 01/12/16
								-
404	87	LAND ACQ 2011	178,151	146,056	98%	143,135	(219,110)	102,176
405	84	LAND 2010 PHASE 2	71,017	122,353	98%	119,906	(171,058)	19,866
406	89	2012 DEVELOPMENT	-	-	96%	-	-	-
407	88	LAND 2011B	105,082.99	224,117	0.98	219,634.66	(268,514)	56,204
409	81	LAND 2010 PROPERTIES	155,497	237,860	98%	233,103	(312,869)	75,731
421	74	LAND 2009 NOISE	197,262	53,366	98%	52,299	(194,239)	55,321
426	78	LAND 2010 NOISE	86,843	84,885	98%	83,188	(106,236)	63,795
429	90	ENG DESIGN SVCS	28,796	-	96%	-	(28,796)	0
430	91	PART 150 NEM UPDATE	77,584	211	96%	203	(56,400)	21,387
432	92	LAND 2012 NOISE	179,450	304,160	96%	291,993.60	(388,240)	83,204
433	94	LAND 2012 B NOISE	217,905	729,245	96%	700,075	(647,781)	270,200
434	95	TAXIWAY B RECONSTRUCTION & WASTEWATER COLLECTION FACILITY	601,478	12,008	96%	11,527.68	(552,585)	60,421
435	96	CARGO APRON REHAB	75,879	47,129	96%	45,244	-	121,123
436	97	DESIGN UPDATE SECURITY	63,314	-	96%	-	-	63,314
437	98	LAND ACQUISITION 4 PARCELS	65,381	92,899	96%	89,183	-	154,564
438	99	CARGO APRON REHAB - PHASE 2	19,717	812	96%	780	(19,735)	762
439	100	AIR CARRIER APRON PHASE 1	47,312	43,367	96%	41,633	-	88,945
440	101	SECURITY SYSTEM UPDATE	42,841	-	96%	-	-	42,841
441	102	TAXIWAY K (SOUTH)	106,992	9,928	96%	9,531	(100,900)	15,623
442	105	LAND ACQUISITION FY 15	9,045	476,957	96%	457,879	(402,882)	64,042
443		GLYCOL PROJECT	72,096	15,350	96%	14,736	-	86,832
444	103	AIR CARRIER APRON PHASE II	11,537	1,857,191	96%	1,782,903	(1,662,148)	132,292
445	104	TAXIWAY K CONSTRUCTION	12,107	252,457	96%	242,359	(254,252)	214
446		LAND ACQUISITION 2016	-	2,668	96%	2,561	-	2,561
			-			-	-	-
TOTALS			2,425,289	\$ 4,713,020		\$ 4,541,872	\$ (5,385,744)	\$ 1,581,417

Burlington International Airport

Cash and Investments

December 31, 2015

<u>Account</u>	<u>Account Description</u>	<u>Balance</u>
1000_400	Bank Account Airport	766,546
1000_415	Bank Account Airport - Prepaid Cash Acct TD	486,900
1000_420	Bank Account CFC	2,934,030
1000_474	Cash Restricted Burl Arpt 2014 A Debt Serv. Res	1,429,245
1000_475	Cash Restricted Airport 2014 A COI	25
1050_400	Cash Restricted Air Debt Service Fund	1,640,128
1050_420	Cash Restricted Escrows - Airport PFC TD Bank	2,544,273
1050_425	Cash Restricted Escrows - Airport - Op Maint Res	3,288,803
1050_430	Cash Restricted Esc - Airport Res Acct - TD Bank	215,819
1050_487	Cash Restricted Airport Debt Service Res. 2012 A	1,640,678
1050_488	Cash Restricted Airport Debt Service Res. 2012 B	649,703
1050_489	Cash Restricted Airport Debt Service Res. 2012 C	7,166
1050_490	Cash Restricted Airport 2012 ABC COI	13,632
1050_491	Cash Restricted Burl Arpt 2012 ABC Construction	5,447
1050_496	Cash Restricted AIP Deposit Keybank	39,571
	Total Cash and Investments	<u>15,661,966</u>
1100_999	(Due To) / Due From Pooled Cash	<u>(145,566)</u>

**BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS
MINUTES OF MEETING
December 14, 2015**

DRAFT

MEMBERS PRESENT: Jeff Munger (Chairman)
Bill Keogh
Jeff Schulman
Alan Newman [via teleconference]
Pat Nowak

BTV STAFF PRESENT: Gene Richards, Director of Aviation
Nic Longo, Director of Planning and Development
Marie Friedman, Financial Advisor
Erin Knapp, Director of Marketing
Kelly Colling, Director of Operations
Amanda Hanaway- Corrente, Director of Engineering &
Environmental Compliance

OTHERS PRESENT: Richard Brown, Director of Maintenance
Bob McEwing, consultant
Dave Stiller, Heritage Aviation
Tim McCole, Heritage Aviation
Brian Sloan, Flatiron Apps (ZabCab)
Charlie Herrick, Green Cab
Karen Paul, City Council

1.0 CALL TO ORDER

Chairman Jeff Munger called the meeting to order at 3:06 PM.

2.0 AGENDA

MOTION by Bill Keogh, SECOND by Pat Nowak, to approve the agenda as presented. VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman - aye; motion carried.

3.0 PUBLIC FORUM

Dave Stiller, Heritage Aviation, announced Heritage is moving toward employee ownership and will close the transaction in December. No change in management or daily operations is anticipated.

Gene Richards commented it is a tremendous gift and opportunity to empower the employees of Heritage to run the company. The decision has been well thought out in content and investment in the asset. Dave Steller is a fantastic leader who learned so much so quickly. All are urged to embrace the information and the model.

Jeff Munger commented there are many great ESOPs in Vermont. King Arthur is one example.

4.0 FINANCIAL PACKAGE

Marie Friedman reported the following:

- BTV financial audit will be released 12/15/15. There were no findings or recommendations for the airport in the audit. The year has been successful with a debt coverage score of 1.56. The audit will be forwarded to the Airport Commission.
- Cash on hand is 176 days compared to only 55 days in FY2012. The goal is to eventually have 365 days cash on hand. Moody's maintained the rating for the airport of "Baa3 with a stable outlook". The airport still has challenges to address and staff continues to manage costs.
- Revenues are tracking as expected. Parking garage revenues were lower in October than last year. November is tracking the same as last year. A parking promotion is being conducted. Discussions with Burlington Public Works on parking garage costs are underway so the parking garage can be properly budgeted in next year's budget. In the first quarter of the fiscal year short term parking closer to the terminal has been implemented.
- Expenditures are expected to increase as winter approaches due to overtime, salt purchases, deicing.
- Trends are tracking well.
- Debt coverage score is tracking well.
- AIP Receivables in grants as of December 1, 2015 is \$1.4 million. Reimbursements since July is \$4.7 million. The GAN was utilized so the \$1.4 million will decrease.
- Cash and investments is \$1.8 million as of November 30, 2015. Amount owed to the city is \$300,000. That amount should be zero by the end of December.

The Airport Commission recognized the ongoing work by staff in the fiscal management of the airport resulting in an excellent audit.

Jeff Schulman asked if unexpected expenses not in the budget are dealt with by cuts. Marie Friedman confirmed this. Examples of unexpected expenses are the escalator repair, drainage, and manhole clean out.

Jeff Munger asked about the police contract. Gene Richards said the initial negotiation was no increase in cost, but after the union negotiations concluded the airport contract must be renegotiated. BPD does a good job at the airport with well-trained officers and great leadership.

MOTION by Bill Keogh, SECOND by Jeff Munger, to accept the finance report and place the information on file. VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman - aye; motion carried.

5.0 CONSENT AGENDA

5.01 Minutes of October 19, 2015

MOTION by Bill Keogh, SECOND by Pat Nowak, to approve the consent agenda including minutes from October 19, 2015 as presented. VOTING by

roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman - aye; motion carried.

6.0 ACTION NEEDED

6.01 Consulting Contract – Air Carrier Apron Glycol Treatment System Improvements, Stantec Consulting Services, Inc.

MOTION by Bill Keogh, SECOND by Jeff Schulman, to approve the consulting contract with Stantec Consulting Services for the air carrier apron glycol treatment system improvements and recommend approval of the resolution to City Council.

DISCUSSION: Amanda Hanaway-Corrente explained regular inspections of the storm water systems and upgrades to the glycol system which treats the majority of the terminal apron are done. The recommended upgrade to a larger holding tank, pumps and pipes will be done in 2016. The contract is for design, permitting, and construction oversight services following FAA approval of the grant.

VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman - aye; motion carried.

6.02 ZabCab Ordinance Request – Letter to Chairman

Brian Sloan with Flatiron Apps requested the ordinance be modified to allow the name of the ZabCab app logo on taxi vehicles. ZabCab works with licensed taxi drivers only and has provided 6,000 rides since December with Dunright Taxi. ZabCab would like to provide fares to drivers at the airport as well.

MOTION by Bill Keogh, SECOND by Jeff Munger, to approve the ZabCab application for a license to operate in the city using an app displayed on the side of taxi vehicles.

DISCUSSION: Bill Keogh asked if meters are used, credit cards are accepted for payment, and a screening process for drivers is done. Brian Sloan said only licensed drivers with meters are used by the company which looks for clean cars, no smokers, and verification of the hack license. Dunright approves the independent drivers. Credit cards are accepted. ZabCab is the app which show where vehicles are located. The license plate, driver name, and company name are also displayed. There is no surge pricing and customers can provide feedback on rides through the app. Pat Nowak asked about background checks and insurance. Brian Sloan said the city does the background checks. ZabCab uses only licensed drivers. There were no further comments.

VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman - aye; motion carried.

6.03 Green Cab – Technology Usage for Drop Off/Pick Up

Charlie Herrick, Green Cab, requested using their current technology to put up a geo fence around the airport and to keep track of Green Cab cars rather than checking in with the airport ambassadors.

Gene Richards noted the airport is doing this with Uber now and receives \$2 per car. The airport would collect \$1 per car from Green Cab. Both sides of Airport Parkway must be included as airport property. Green Cab can work out the details with Airport Operations.

MOTION by Bill Keogh, SECOND by Pat Nowak, to approve the request by Green Cab to use their technology for drop off/pick up at the airport as outlined by Airport Operations. VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman - aye; motion carried.

7.0 COMMUNICATION/DISCUSSION

7.01 Construction Update Report

Amanda Hanaway-Corrente reported projects include:

- Close out of FAA grant applications for the housing removal project.
- Close out of the grant application for the air carrier apron rehab which is complete and the markings are done.
- Base material for Taxiway Kilo. Construction will be next year.
- Future phases of existing projects.
- North glycol system upgrades.
- Taxiway Alpha realignment
- Taxiway G realignment

Gene Richards noted there are multiple projects ongoing and staff handles all with commitment and dedication.

Pat Nowak urged posting project information on the website so neighbors of the airport are informed.

7.02 Marketing Update

Erin Knapp reported:

- The parking garage marketing promotion netted over 100 vouchers sold.
- New imagery with parking rates and updated radio ads are being done for the parking garage.
- There is new imagery by the baggage claim area with scenic views of Stowe.
- In the new year there will be a new art piece of a chair and balloons suspended from the ceiling at the airport. People can sit in the chair.
- The airport partnered with Lake Champlain Chamber to help sell advertising.
- Staff is working with the state and in Charlotte, NC to market the Burlington-Charlotte flight.

- Purple WiFi has been in operation over a year. Good data have been compiled and used to send out emails and marketing information. Information on who is using the airport can also be pulled from the system.

Gene Richards announced a player piano has been donated to the airport.

Marie Friedman mentioned Burlington Airport was noted in a news report as a “world airport providing a yoga room without a fee”.

Jeff Munger asked about Porter Air. Gene Richards said Porter does not help with promotion and Burlington loses money on the service. Porter Air was a state initiative that will be finished after which the airport will be looking at other options.

7.03 Passenger and Operational Statistics

Nic Longo reported:

- Total passenger number shows an increase of 2% this October over last October.
- Load factors are still high. The airport is bringing in more planes and bigger planes. Staff continues to work on initiatives to continue the gain.
- The amount of cancelled seats has doubled this fiscal year. Staff is investigating where the cancellations are happening.

7.04 Fare Comparisons

Nic Longo reported in comparison to fares at Manchester, Albany, and Montreal, Burlington Airport is generally even. Burlington is slightly lower in cost compared to JFK, LaGuardia, and Newark.

8.0 DIRECTOR’S REPORT

8.01 Chamberlain School Noise Exposure Map Meeting Report

Gene Richards reported unfortunately the meeting on the noise map was rudely disrupted by a small vocal group lead by Meagan Emery speaking against the F-35. The airport continues to focus on the future and having a great relationship with South Burlington. The recommendation to establish a noise/sound committee to work to a common goal should include municipal officials such as city/town managers from Colchester, Winooski, Williston, South Burlington as well as a representative from VTANG.

Pat Nowak apologized on behalf of South Burlington City Council for the behavior of one of their councilors and pledged to work with VTANG and the community on collaborative ways to mitigate noise. Thanks are extended to Gene Richards and staff for their hard work on the matter. The neighborhood committee was to address transportation and visual effects, not deal with sound issues. The committee can be terminated at any time by South Burlington City Council, but it is hoped some positive items can come from the committee.

8.02 Heritage ESOP Option

As previously announced Heritage is moving toward employee ownership.

9.0 COMMISSIONER ITEMS

None.

10.0 ADJOURNMENT

Next meeting: January 25, 2016 at 3 PM.

MOTION by Bill Keogh, SECOND by Pat Nowak, to adjourn the meeting.

VOTING by roll call: Jeff Munger – aye, Bill Keogh – aye, Pat Nowak – aye, Jeff Schulman – aye, Alan Newman - aye; motion carried.

The meeting was adjourned at 4:55 PM.

RScty: MERiordan



BURLINGTON INTERNATIONAL AIRPORT

MEMO

TO: Burlington International Airport, Board of Commissioners

FROM: Burlington International Airport

DATE: January 25, 2016

SUBJECT: Airport's Request for Approval and Recommendation to Burlington Board of Finance and City Council to enter into a contract with Stantec Consulting Services, Inc. for redesigning Rental Car Quick-Turn-Around Facility

The Burlington International Airport (BTV) seeks Airport Board of Commissioners approval of and its recommendation to the Burlington Board of Finance (BoF) and the Burlington City Council (CC) to the awarding of contract to Stantec Consulting Services, Inc. (Stantec) in the amount of **\$299,256** for the design, permitting, construction administration and resident services related to the improvements of the Rental Car Quick-Turn-Around (QTA) Facility.

The facility consists of automotive fueling bays, car wash facility, automotive maintenance bays, and administrative offices, outlined on the attached conceptual drawing. The cost of the proposed engineering services will be reimbursed to BTV as part of the overall project to build the facility, previously approved by the CC on June 16, 2014, with funds charged to rental car users and paid to BTV by the rental car companies operating at BTV – known as the Customer Facility Charge (CFC) Program. No City, State, or Federal funds will be used for this contract, only CFC funds.

When the Commission, BoF and CC approved the building of the QTA, BTV was authorized to enter into a contract with PGAL, an architectural firm, for initial concepts of the project. Part of that contract included PGAL subcontracting with Stantec. PGAL was chosen by BTV after going through the City's usual procurement process. Stantec was chosen by PGAL to do the engineering based on the fact Stantec has done multiple projects at BTV and continues to be one of several engineering and planning consultants used by BTV.

1200 Airport Drive, #1
South Burlington, Vermont 05403

Phone: (802) 863-2874 (TTY)
Fax: (802) 863-7947
www.btv.aero

As the development process has moved forward, it has been determined by all parties that separating out and contracting directly with Stantec rather than Stantec remaining a subcontractor to PGAL will allow for not only the cost saving by BTV (through eliminating the 10% markup of subcontracted engineering fees paid to PGAL), but more importantly allowing for direct communication with and control over Stantec during the development and construction process.

Thank you for your continued support.

Resolution Relating to

AUTHORIZATION TO AWARD CONTRACT FOR ENGINEERING SERVICES TO STANTEC CONSULTING SERVICES, INC. RELATED TO THE REDESIGN TO THE RENTAL CAR QUICK-TURN-AROUND FACILITY LOCATED AT THE BURLINGTON INTERNATIONAL AIRPORT

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Sixteen

Resolved by the City Council of the City of Burlington, as follows:

- 1 WHEREAS, the City of Burlington (“City”) owns and operates the Burlington International Airport in
- 2 South Burlington, Vermont (“Airport”); and
- 3 WHEREAS, the Director of Aviation has determined that redesign and construction of the Rental Car
- 4 Quick-Turn-Around (QTA) Facility would be in the best interest of the City and Airport, and in the interest of
- 5 public airport purposes; and
- 6 WHEREAS, the Board of Airport Commissioners at their meeting on January 25, 2016, approved the
- 7 referenced project; and
- 8 WHEREAS, the projects will be paid for with funds from Customer Facility Charges (CFC) collected
- 9 from rental car users by the rental car industry at the Airport; and
- 10 WHEREAS, the Director of Aviation has previously contracted with PGAL Architects pursuant to a
- 11 June 16, 2014 City Council Resolution for the project coordination, planning, architecture, and structural
- 12 services for redesign and construction of the Rental Car QTA Facility in the amount of \$344,000, which
- 13 included sub-contractor work to Stantec Consulting Services, Inc.; and
- 14 WHEREAS, after further deliberation and additional scope of work changes due to revised building
- 15 and site designs, the Rental Car Tenants, PGAL Architects, Stantec Consulting Services, Inc., and the Director
- 16 of Aviation have determined that the Airport contracting directly with Stantec Consulting Services, Inc. would
- 17 be more cost effective, efficient, and in the best interest of the Airport; and

18 WHEREAS, the Director of Aviation, based on the above and after appropriate process, is hereby
19 seeking authorization to contract directly with Stantec Consulting Services, Inc. for redesign and construction
20 of the Rental Car QTA Facility in the amount of \$299,256;

21 NOW THEREFORE BE IT RESOLVED, that Director of Aviation, Gene Richards, hereby is
22 authorized and directed to execute on behalf of the City, the above referenced contract with Stantec Consulting
23 Services, Inc.

24

25	NAME/PURPOSE OF CONTRACTS:	Rental Car Quick-Turn-Around Facility
26	ADMINISTRATING DEPARTMENT:	Airport
27	CONTRACT AMOUNTS:	\$299,256
28	CONTRACT TERM:	
29	RENEWAL TERM:	
30	DESIGNATION OF FUNDS:	
31	FISCAL YEAR:	2016-2017
32	ACCOUNT NAME:	
33	ACCOUNT NUMBER:	

34

35

36

37

38

39 NRL/AIRPORT – AUTHORIZATION TO AWARD ENGINEERING CONTRACT QTA FACILITY
40 JANUARY 25, 2016

THIS AGREEMENT is made and entered into effective December 30, 2015 (the "Agreement Date") by and between:

"CLIENT"

Name: CITY OF BURLINGTON, BURLINGTON INTERNATIONAL AIRPORT
Address: 1200 Airport Drive, #1
South Burlington, Vermont 05403
Phone: 802-863-2874 ext. 200 Fax: 802-863-7947
Representative: Gene Richards, III, Director of Aviation

"Stantec"

Name: STANTEC CONSULTING SERVICES INC.
Address: 55 Green Mountain Drive, South Burlington, VT 05403
Phone: 802-497-6410 Fax: 802-864-0165
Representative: Jon B Leinwohl, PE, Associate, Transportation

PROJECT NAME (the "PROJECT"):

Consolidated Rental Car Facility at the Burlington International Airport

DEFINITIONS: Unless the context otherwise requires, the following terms shall have the meaning herein specified:

"Work" means the buildings, structures, mechanical systems, electrical systems, equipment, roadways, sitework, or any other thing of any nature or kind whatsoever to be designed, constructed, procured or commissioned by third parties as part of the Project.

"Consultant" means any person, partnership, firm or corporation who has a contract to act in matters pertaining to the Project other than that undertaken in this AGREEMENT.

"Contractor or Supplier" means any person, partnership, firm or corporation who has a contract for the supply of materials, labor, plant, equipment and temporary construction for, or the performance of, any part of the Work other than that undertaken in this AGREEMENT by Stantec or by a Consultant.

"OH&S Appointee" means the party as defined under applicable Occupational Health and Safety ("OH&S") legislation, responsible for construction health and safety for the Work and shall generally be the CLIENT, except in circumstances as the construction of the Work, and the associated OH&S requirements, are assigned, by agreement, to a contractor in which case the contractor shall be deemed to be the OH&S Appointee.

"Services" means the services provided by Stantec as set out in Attachment "A" to this AGREEMENT.

SCOPE OF Stantec'S WORK: The CLIENT hereby retains Stantec to perform professional Services as described in Attachment "A" on behalf of the CLIENT for the management of all aspects of the Project as hereinafter set forth and for the consideration and fee hereinafter determined.

Stantec'S RESPONSIBILITIES: Stantec shall perform or cause to be performed, the Services.

Stantec shall appoint one or more individuals who shall be authorized to act on behalf of Stantec, with whom the CLIENT may consult at all reasonable times, and whose actions will be binding on Stantec as to all matters pertaining to this AGREEMENT.

Stantec shall assign all necessary professional and other staff required from time to time to perform the Services. The names and classifications of key staff shall at all times be subject to the approval of the CLIENT and shall not be changed without the CLIENT's prior approval, such approval not to be unreasonably withheld.

CLIENT'S RESPONSIBILITIES: The CLIENT shall give prompt attention to all designs, drawings, specifications, reports, tenders, proposals, recommendations and other information submitted by Stantec. The CLIENT shall make all decisions that it is required to make in connection therewith for the

expeditious and economical execution of the Project within a reasonable time so as not to delay the Services of Stantec.

The CLIENT shall be responsible for costs, delays or damages arising from errors or delays in the provision of any of the information or decisions to be given by it to Stantec.

The CLIENT shall provide free, clear and maintained access to the Project site and all documents, reports and other information relating to the Project at all times.

The CLIENT shall take all necessary steps to determine whether any toxic or hazardous substances or materials are present at the place of the Work and shall provide to the Stantec a written list of any such substances or materials.

The CLIENT shall promptly make payments as required in the administration of all contracts and purchase commitments entered into by or on behalf of the CLIENT.

The CLIENT shall appoint a designated representative who shall have the authority to act for the CLIENT under this AGREEMENT, and whose actions will be binding on the CLIENT as to all matters pertaining to this AGREEMENT.

COMPENSATION: The CLIENT shall pay Stantec fees in accordance with Attachment "A".

The CLIENT shall reimburse Stantec for, or pay directly, the actual amount of all disbursements incurred on behalf of the Project in accordance with Attachment "A".

The CLIENT shall reimburse Stantec for extra Services, costs or expenses chargeable to the CLIENT under the provisions of this AGREEMENT, including but not limited to costs arising from strikes, lock-outs or labor disputes.

EXTRA SERVICES: If the CLIENT changes the scope of the Project as described in Attachment "A" or if it shall become necessary for Stantec to make changes to the scope of the Project as described in Attachment "A" for reasons over which it has no control or if the CLIENT makes changes to the scope of Services as described in Attachment "A" and such changes involve Stantec in extra Services, costs or expenses, or if Stantec is required to perform extra Services or pay costs or expenses at the request of the CLIENT or because of delays caused by the CLIENT or because the duration of the Project is extended for causes outside of the control of Stantec, or because of delinquency, insolvency or death of any of the parties involved with the Project, or by litigation or arbitration proceedings, or as the result of damage to the Work in progress by fire, lightning or tempest, Stantec shall be equitably paid for such extra Services, reasonable costs and expenses, in accordance with Attachment "A" or, if not covered by Attachment "A", on the basis of the hours actually expended by Stantec's personnel on such extra Services, charged at its published billing rates applicable at the time of performing the extra Services.

PAYMENT: Stantec shall submit invoices for its fees and disbursements on a monthly basis. The fees and disbursements owing shall be calculated as outlined in Attachment "A" and as otherwise stated herein. Upon receipt of an invoice in satisfactory form in respect of any month, the CLIENT shall make payment in full (without holdback or set-off) for the amount indicated on the invoice.

Payment is due to Stantec upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

No deductions shall be made from monies payable to Stantec for statutory holdback or because of other sums (including but not limited to penalties and liquidated damages) withheld from payment to any Consultants, Contractors, Suppliers or other persons engaged on the Project.

SUSPENSION OR TERMINATION: The CLIENT may at any time upon thirty (30) days written notice to Stantec suspend the AGREEMENT or any portion thereof at any stage of the Project and upon the effective date of such notice, Stantec shall perform no further Services other than those reasonably necessary to implement the suspension. Those Services reasonably necessary shall be performed only

with the prior written approval of the CLIENT, which approval shall not be unreasonably withheld. Stantec shall be paid during the period of suspension for all outlays and reasonable costs and expenses incurred by it as a result of the suspension. Strikes or lockouts involving a recognized construction trade union or the union of the CLIENT's work force shall not constitute suspension of the AGREEMENT. If after a period of suspension, the Services are reactivated, then Stantec shall be entitled to compensation in the form of additional payment defined under Extra Services above.

In the event that the AGREEMENT is suspended and the period of suspension exceeds sixty (60) days then unless both the CLIENT and Stantec mutually agree as to the terms under which the Services will be resumed, the CLIENT shall be deemed to have terminated the AGREEMENT.

The CLIENT may terminate the AGREEMENT or any part thereof upon sixty (60) days written notice to Stantec. Upon such termination, Stantec shall be paid either that part of the total fee which is commensurate with the amount of Services actually performed by it to the date of termination, or for the actual number of hours its personnel have expended on Project activities to the date of termination charged at Stantec's applicable published hourly rates, whichever is greater. In addition, the CLIENT shall reimburse Stantec for all reasonable losses as are necessarily incurred by Stantec as a result of such termination.

Such reasonable losses shall include, but not be limited to, all costs and expenses necessarily incurred by Stantec during the period of suspension or as a result of termination, including:

- For the full duration of the notice period or, for the period of suspension to a maximum of sixty (60) days, whichever is greater, an amount equal to Stantec's applicable published hourly rates multiplied by the number of hours normally expended on Project activities by all of Stantec's personnel assigned to the Project prior to the effective date of notice.
- In the event that the actual number of hours Stantec's personnel expend on Project activities exceeds the number of hours normally expended on Project activities, or in the event that additional personnel of Stantec are required to be assigned to the Project during the notice period or period of suspension, an amount equal to Stantec's applicable published hourly rates multiplied by the number of hours actually expended on Project activities by all of Stantec's personnel assigned to the Project during the notice period or period of suspension.
- In the event of termination only, all direct expenses that have not otherwise been reimbursed by the CLIENT including but not limited to:
 - Project stationery costs
 - Project equipment and computer software purchase costs
 - Termination costs for all project and/or site office lease/rental and equipment lease/rental agreements
 - All costs of disassembling the project and/or site office
 - Staff termination costs
 - Staff relocation costs
 - Staff reassignment costs

Stantec may suspend its Services or terminate the AGREEMENT if the CLIENT becomes insolvent or fails to fulfill its responsibilities or fails to make payment to Stantec in the time specified or if the Work be stopped under the order of any court or other public authority through no act or fault of Stantec. Stantec shall be entitled to be paid for Services rendered and for reimbursement for all reasonable losses incurred as a result of the termination.

CONSTRUCTION EMERGENCIES: In the case of construction emergencies occurring during the progress of the Work, Stantec may, on behalf of the CLIENT, give orders and cause to be performed such

emergency Work as in its judgment is deemed to be necessary or expedient in the CLIENT's interest. Costs incurred by Stantec as a result of such actions shall be to the CLIENT's account.

LIMIT OF LIABILITY: Stantec's liability in relation to the performance of the Services shall be limited to claims arising out of the failure of Stantec to exercise that degree of diligence, skill or care in the performance of the Services and in the selection, appointment and supervision of its employees and agents which would normally be exercised by duly qualified persons in performing similar functions, it being understood that Stantec shall be responsible for the selection and appointment of all personnel engaged by it for the performance of the Services.

Stantec's liability to the CLIENT in respect of performance of the Services shall not extend to damage for loss of use, loss of revenue, or any consequential damages arising therefrom. Stantec's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of profits and loss of markets. Without limiting the generality of the foregoing, Stantec shall not be liable for damages of any kind caused directly or indirectly by the inability of the products or Services Stantec supplies or specifies for use in the Project to read, recognize, interpret or process any encoded, abbreviated or encrypted date, time or combined date/time data or data field.

In the event of a claim, Stantec's liability, including all costs and expenses, shall be limited to the lesser of the fee for the Services giving rise to the claim, or the amount of the coverage stated in Attachment "A".

Stantec shall be allowed to include a disclaimer within the tender documents for the Work that limits Stantec's liabilities to Consultants, Contractors and Suppliers in respect of errors, omissions and other such misrepresentations, which may be included in the tender documents.

INDEMNIFICATION: By Stantec:

Subject to the provisions of the Limit of Liability above, Stantec shall indemnify and hold the CLIENT harmless from and against damages, losses, costs, charges and expenses (including legal costs on a solicitor and CLIENT basis) arising from any negligent act, error or omission of Stantec in the performance of this AGREEMENT, it being expressly agreed, however, that should the CLIENT be unsuccessful in its pursuit of any claim against Stantec, the CLIENT shall indemnify Stantec for its legal costs on a solicitor and CLIENT basis

By CLIENT:

The CLIENT shall indemnify, defend and hold Stantec harmless from and against any and all claims, demands and causes of action resulting from any action or omission of the CLIENT or for any breach of the CLIENT's obligations under this AGREEMENT and from and against all damages, losses, costs, charges and expenses (including legal costs on a solicitor and CLIENT basis) which Stantec may sustain or incur or be liable for in consequence of such claims, demands or causes of action.

Except as provided for under Limit of Liability above, the CLIENT shall indemnify, defend and hold Stantec harmless from and against any and all claims and demands which may be made against Stantec as a result of the execution by the CLIENT, or by Stantec on behalf of the CLIENT, of contracts, agreements and purchase orders or otherwise arising from Stantec acting within the scope of its duties under this AGREEMENT, and from and against any and all damages, losses, costs, charges and expenses (including legal costs on a solicitor and CLIENT basis) which Stantec may sustain or incur or be liable for in consequence of such claims or demands including claims made by Contractors, Consultants, Suppliers or any other such third party for errors, omissions and other such misrepresentations which may be included in the in tender documents for the Work.

The CLIENT shall indemnify, defend and hold Stantec and the Stantec's agents and employees harmless from and against any and all claims and demands which may be made against the CLIENT and/or the

OH&S Appointee and/or Stantec in respect of violations of the applicable Occupational Health and Safety legislation and/or other applicable health, safety and environmental legislation governing the place of the Work, including but not limited to any and all claims and demands which may be made in respect of any matter in any way arising out of involvement with pollutants and hazardous wastes associated with the Work.

In the event that Stantec is requested or required to provide assistance to the CLIENT in connection with any claim or potential claim by or against the CLIENT arising from or related to the Work or the Project, the CLIENT shall indemnify and hold Stantec harmless from and against all costs, charges and expenses (including Stantec's own legal costs on a solicitor and CLIENT basis) which Stantec may sustain or incur and shall further compensate Stantec for all of its time expenditures relating to the provision of such assistance to the CLIENT.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec. Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

FORCE MAJEURE: Any delays in or failure of performance by the CLIENT or Stantec, other than payment of money, shall not constitute default hereunder if and to the extent that such delays or failures of performance are caused by occurrences beyond the control of the CLIENT or Stantec as the case may be, including but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war; rebellion or sabotage or damage resulting therefrom; fires, floods, explosions, accidents; riot or strikes or other concerted acts of Workers, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically above named, which are not within the control of the CLIENT or Stantec respectively, and which by the exercise of reasonable diligence the CLIENT or Stantec are unable to prevent.

INDEPENDENT ENTITY: Stantec shall be an independent entity with respect to the Services and neither Stantec nor its agents or employees shall be deemed to be the servants, employees or agents of the CLIENT. Except as may be expressly authorized in writing by the CLIENT or in accordance with its responsibilities, Stantec acknowledges that it has no authority whatsoever to contract on behalf of or bind the CLIENT in respect of any contract or purchase order or otherwise.

HEALTH, SAFETY AND ENVIRONMENT LEGISLATION: Stantec shall assist the CLIENT and/or the OH&S Appointee in complying at all times with the requirements of the applicable OH&S legislation and/or other applicable health, safety and environmental legislation governing the place of the Work.

OWNERSHIP OF DOCUMENTS: All construction data, reports and other documents prepared by Stantec shall be and remain the property of Stantec. The CLIENT shall be entitled to copies of such documents for record purposes and for the operation of the completed Project. The CLIENT shall pay

for all reproduction costs to produce such documents. The CLIENT shall not use or permit the use thereof of such documents for any other purpose or any other project, or for any Work other than that contemplated under this AGREEMENT, without the prior written consent of Stantec. Stantec shall retain copyright on the use of all forms, procedures, systems, terms and conditions and report format developed for use on the Project. In the event that such documentation is used by the CLIENT for purposes other than in connection with the Project or if the said documentation has been amended, altered or revised in any manner whatsoever without notice to Stantec and without receiving Stantec's prior written consent, Stantec does not warrant the fitness of same for the CLIENT's use, and the CLIENT agrees to indemnify, hold harmless and defend Stantec from and against all claims, demand, losses, damages, liability and costs associated with such use by the CLIENT. The CLIENT and Stantec agree that payment of Stantec's fee by the CLIENT pursuant to this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec for all purposes in connection with the Project or under this AGREEMENT.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

NON-SOLICITATION OF EMPLOYEES: The CLIENT shall not, during the term of this AGREEMENT and for a period of three (3) years after the expiry or termination of this AGREEMENT, solicit for employment any of the technical, professional or administrative employees of Stantec.

ADDRESS FOR NOTICES: All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the attention of the named representative, or if sent by post, or by facsimile addressed as noted above in this agreement.

ASSIGNMENT: Neither the CLIENT nor Stantec shall assign this AGREEMENT without the consent in writing of the other.

SUCCESSION: This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and permitted assigns.

APPLICABLE LAW: This AGREEMENT shall be governed by the laws of the jurisdiction in which the majority of the services are performed.

Stantec shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

PROTECTION OF PRIVACY LAWS: Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the AGREEMENT Date noted above:

**CITY OF BURLINGTON, BURLINGTON
INTERNATIONAL AIRPORT**

STANTEC CONSULTING SERVICES INC.

Gene Richards, III, Director of Aviation

Print Name and Title

Signature _____

Print Name and Title

Signature _____

Gregory A Edwards, PE, Senior Principal

Print Name and Title

Signature _____


Print Name and Title

Signature _____

Attached to and forming part of the AGREEMENT

BETWEEN:

CITY OF BURLINGTON, BURLINGTON INTERNATIONAL
AIRPORT

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "Stantec")

EFFECTIVE: December 30, 2015

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:
Provide engineering and environmental permitting services for a Consolidated Rental Car Facility at the Burlington Airport including fuel/QTA systems design; civil/site design; geotechnical engineering; and limited construction engineering. See attached proposal for detailed scope of work and staff hours/fee estimate. (hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: December 30, 2015
Estimated Completion Date: June 30, 2017

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate Stantec as follows:
\$299,256 including direct expenses.

A zero percent (0%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a zero percent (0%) markup.

Stantec Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Revised 2004-01-27

v:\1953\promotion\1 - PROPOSALS\2014 Proposals\BTV Rental Car Facility (PGAL)\management\PM Framework - ISO 9001 QM\1 - Contracts\Client\2016 Transfer to BTV from PGAL\PSA\Standard Professional Services Agreement BTV.docx

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto, if applicable. The Rate Table is subject to escalation from time to time.

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

**ADDITIONAL
ATTACHMENTS:**

No additional conditions

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

See attached Stantec scope of work and staff hour estimate September 4, 2015.

**INSURANCE
REQUIREMENTS:**

Before any SERVICES are provided under this AGREEMENT, Stantec shall procure, and maintain in effect during the term of this AGREEMENT, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates of insurance shall be made available to the CLIENT upon request

All other insurance required in addition to the above shall be provided by the CLIENT at the CLIENT's expense. Stantec shall be an additional insured under all insurances provided by the CLIENT applicable to the Project. The CLIENT shall provide Stantec with a certified copy of the insurance policy upon request.

Insurance policies shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

Stantec shall comply and assist the CLIENT with the administration of all insurance programs provided by the CLIENT in respect of the Project.



Stantec Consulting Services Inc.
55 Green Mountain Drive, South Burlington VT 05403-7824

January 8, 2016

Attention: Gene Richards, Director of Aviation
Burlington International Airport
1200 Airport Drive, #1
South Burlington, Vermont 05403

Dear Gene,

Reference: Proposal for Engineering Services
Consolidated Rental Car Facility
Burlington International Airport, So. Burlington, VT

Stantec Consulting Services Inc., (Stantec) is pleased to offer this proposal for engineering services related to the Quick Turn-Around (QTA) systems at the proposed Burlington International Airport Rental Car facilities. Our proposal is based on schematic site and building floor plans dated September 18, 2014 developed by Pierce, Goodwin, Alexander and Linville (PGAL) as well as design team discussions.

I. Project Understanding

We understand that the rental car facility will include a single QTA/fueling area shared by multiple rental car operators/brands. The QTA will have twelve (12) fueling positions at six (6) dispensers, one (1) gasoline underground storage tank, and ancillary systems (air, washer fluid, vacuum). The proposed fueling areas will not be "in a building", rather, each will be covered only by a traditional canopy, and the dispensing areas will be "at grade" or at "street level." The fueling canopy will be adjacent to a stand-alone single-story car wash building. The QTA area will include a paved area for vehicle stacking and storage. Heated concrete slabs will be constructed at the car wash entrance and exit. Additionally, three desiccated maintenance bays will be included, each outfitted with new and used oil systems, compressed air systems, and vehicle lifts.

Traffic on site will be restricted to rental cars and service vehicles. The primary entrance/exit for rental cars will be at the southerly end of the site where they will enter the facility and be queued awaiting fueling and cleaning. After servicing, the rental cars will be shuttled to the parking garage for customer pickup. One additional access to the facility will be located at the northerly end of the site. This will be used primarily as an entrance for service vehicles (e.g. transporters and fuel trucks) that will travel in a southerly direction along a service lane and exit at the south end of the site. The service lane and Airport Circle intersection will be designed to accommodate these



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tractor-trailers as well as emergency vehicles. FAA employees will also share this southerly entrance/exit with the rental car company traffic.

The overall project area involves approximately 3 acres. The southerly portion of the site is presently used as a rental car washing/fueling/maintenance facility, while the northerly portion is used by the Airport for employee vehicle parking. We understand that project phasing will need to allow the existing rental car facility to remain operational until they are able to move into the new facility.

Numerous underground utilities are known to exist within the project area and must be accommodated or relocated. These include buried electrical lines and a pad-mounted transformer; communication lines; an underground concrete structure (32' long x 16' wide x 19' deep) housing a stormwater treatment "swirl separator"; and drainage, water and sewer lines.

II. Scope of Services

Stantec's scope of services involves developing the fuel/QTA systems design; civil/site design; and geotechnical engineering for the project. We will also provide services for preparing and filing local and state environmental permit applications. In addition, Stantec will provide limited construction phase engineering services to help ensure the fuel/QTA systems and water/sewer services conform to the intent of the contract documents. Stantec will be responsible for coordinating topographic survey and mapping of the site through Vermont Survey & Engineering (VSE) who will be contracting directly with BTV for their services. A detailed description of our services is provided below.

A. Fuel and QTA Systems Design

The Fuel and QTA Systems design elements in our scope include:

1. Vehicle fueling system design, including fuel storage tanks, fuel piping, vapor recovery systems, and dispensing equipment.
2. Fuel system concrete slab design in the dispensing area and over the tanks.



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3. Electrical system design to support the fuel system (from the fueling feeder panels and beyond), including emergency stop circuits, environmental monitoring systems and fuel management systems (we assume that the main building electrical service will be designed by others).
4. Spare conduits at the fuel dispensers for tenant installed productivity systems.
5. Island area windshield washer fluid, vacuum and compressed air systems.
6. New and used oil systems, compressed air systems, and vehicle lifts in the maintenance bays.

Regarding permitting associated with the QTA systems, Stantec will specify the Vermont State tank installation permits appropriate for completion by the licensed installer. Additionally, Stantec has assumed teleconferences (as outlined below) to support permitting efforts.

We have assumed that the building engineering team (architectural, electrical, structural, mechanical) will provide the design of supporting utilities and equipment for the car wash. Stantec will provide guidance to the MEPS team on infrastructure requirements gathered from a car wash company traditionally used by the rental car industry, such that the MEPS team has sufficient information to allow for multiple manufacturers. Stantec will also provide a car wash layout drawing indicating the location of major equipment and minimum car wash equipment required, however will not be showing manufacturer specific drawings.

We have assumed that the following design elements are not included in our Fuel and QTA Systems design scope:

- Structural design or the design of any structural elements, except as noted above.
- Electrical rooms or sheds.
- Fire suppression or life safety systems.
- Electrical design not directly related to the fueling system.



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- HVAC, plumbing, or other mechanical designs not related to the distribution of fuel product, vapor, or other automotive fluids.
- The design of canopies, kiosks, or any other building structures.
- The design of pile supported slabs.
- Electrical service connections or main service panels.
- Pre-manufactured canopy coordination or canopy lighting.
- Underground car wash- reclaims tanks.
- Canopy roof drainage system.

B. Civil/Site Design

The Civil/Site design elements included in our scope are:

1. Coordination and review of topographic survey and mapping to be provided by Vermont Survey & Engineering (VSE) under direct contract with BTV.
2. Existing Conditions Plan development.
3. Site Layout Plan development to accommodate vehicle access and parking lot design, considering:
 - a. Owner and tenant/user needs.
 - b. South Burlington Land Development and Zoning Regulations.
 - c. Traffic circulation, emergency vehicle and tractor-trailer truck operations.
 - d. Security.
 - e. Horizontal alignments and grades to accommodate design vehicles.
 - f. Applicable Design Standards. (e.g. FAA; City of South Burlington; AASHTO; Vermont Agency of Transportation (VTrans)).



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- g. Coordination with Architect and Landscape Architect.
4. Erosion Prevention and Sediment Control (EPSC) Plans required for Individual Construction Stormwater Discharge Permit including:
 - a. EPSC General Phasing Plan.
 - b. EPSC Pre-construction Plan.
 - c. EPSC Construction Plan.
 - d. EPSC Final Stabilization Plan.
 - e. EPSC Detail Sheets.
5. Site Grading and Drainage Design Plan development including:
 - a. Site grading plan with one (1) foot contours and spot elevations for the building site.
 - b. Drainage collection systems.
 - c. Dispensing area or fuel delivery area drainage systems and oil-water separator system.
 - d. Stormwater management plan and treatment.
 - e. Coordination with Architect and Landscape Architect.
6. Utility Plan development and utility company coordination, including:
 - a. Water service for the new building:
 - Hydrant locations will be coordinated with South Burlington Water Department/Champlain Water District (CWD) and the South Burlington Fire Department.
 - Water services for the proposed building will be designed. Determination of size and/or building water demands and the service locations will be coordinated with the Architect and mechanical engineer.
 - Water system detail sheet will be developed to provide construction details.
 - Technical specifications for all proposed water system work will be provided on the plans.



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- Stantec will coordinate a flow test with South Burlington Water Department/CWD to determine the available fire flow at the project site. We will then calculate the available fire flow at the proposed building. Required fire flow and pressure information at the building will be provided by the mechanical engineer.
 - b. Sewer service for the new building:
 - Sewer service line for the new building will be designed addressing location, size (or flow rates) and depth. It is our assumption that an oil/water separator, pump station, and force main will be necessary system components to connect the building service to the existing municipal gravity sewer line.
 - Sewer detail sheet will be developed to provide construction details.
 - Technical specifications for all sewer work will be provided on the plans.
 - c. Identification of proposed gas and electrical service locations for Vermont Gas Systems and Burlington Electric Department (BED).
 - d. Utility conflict resolution.
 - e. Initial contact with utility companies to determine the location of existing utilities.
 - f. Meeting utility company representatives on site to review project impacts. (Assume three (3) site visits.)
 - g. Providing plans to the utility companies for verification of their existing utilities. This is limited to providing information for the utility companies use in designing services for the new facility and identifying conflicts that may require relocating their utilities.

This task assumes all publicly owned utility design will be performed by the utility companies.
7. Pavement marking and traffic signs plan development, assuming:
- a. "Way finding" signs will be designed by the Architect.
 - b. Fieldwork is limited to one (1) site visit.
 - c. No sign details are required.



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8. Specification preparation, limited to those required for civil/site work including water and sewer service connections and stormwater treatment system. (Assume that the Architect or General Contractor will prepare all "Front End" specifications and bid packages required for subcontractor bidding; assume specifications for water and sewer services will be shown on the plans.)
9. Quantity take-off and construction cost estimate development civil/site features as described above.
10. Geotechnical investigation, including:
 - a. Providing soil boring site locations for stormwater treatment system and access drive/parking lots. (The soil boring company will contract with Stantec. Also, soil borings locations required for the new building foundation design will be provided by the Architect or structural engineer.)
11. Project meeting preparation and attendance through the Construction Document phase. (Assume eight (8) project meetings during all design phases.)
12. Stantec assumes that site lighting design will be provided by others. This includes developing a site lighting plan, photometric plan, and light pole base details. We will coordinate with the site electrical engineer who will be designing all circuits and conduits for the site electrical design.
13. Stantec assumes that professional services for landscape design will also be procured directly by BTV. It is further assumed that the majority of landscaping requirements for this project will be met at an off-site location. Stantec will coordinate with the landscape architect to help ensure that the proposed landscaping complies with the City of South Burlington permitting requirements.

Stantec anticipates preparing the following Civil/Site drawings:

Drawing Name	Estimated Number of Sheets
a. Cover Sheet	1
b. Index of Standards and Legend	1
c. Location Plan (conforming with South Burlington requirements)	1



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d. Existing Conditions and Demolition Plans	2
e. Survey Control Ties and Benchmarks	1
f. General Notes	1
g. Site Layout Plans	2
h. Site Grading & Drainage Plans	2
i. Site Details & Typical Sections	2
j. Pavement Markings & Traffic Sign Plans	2
k. Construction Phasing Plans	2
l. Erosion Prevention & Sediment Control Plans	4
m. Erosion Prevention & Sediment Control Details	3
n. Drainage & Treatment System Details	2
o. Drainage Table	1
p. Swirl Separator Structure Retrofit Details	1
q. Utility Plans (Includes coordination with public utility companies)	2
r. Sanitary Sewer Service Profile & Detail; Oil/Water Separator Details	1
s. Water Service Profile & Details	<u>1</u>
Total Estimated Number of Civil/Site Sheets	32

Stantec assumes the following will be provided by others:

- Landscape Plan
- Landscape Layout & Materials
- Planting Details
- Site Lighting Plan and Photometric Plan



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- Electrical Site Design & Details
- Building Sewer Pump Station Details

C. Environmental Permitting/Environmental Site Assessment

Stantec has performed an initial review of permit requirements for the project. Our assessment is considered to be preliminary and may change contingent on project review with City and State permitting agencies to confirm actual requirements.

Regarding an Environmental Site Assessment (ESA) for the project area, it is reasonable to suspect that current and previous uses of this land potentially resulted in soil contamination. Stantec recognizes that BTV may have already performed an ESA for all or parts of this area; however, if a Phase I ESA has not been completed, we recommend that BTV contract directly with an environmental firm to complete this work. Stantec will coordinate with the environmental consultant and review their report to assist BTV with this effort.

Based on our review, it is reasonable to assume the following permits or approvals associated with the site and building will be required:

- Act 250 Amendment
- South Burlington Sketch Plan Approval
- South Burlington Preliminary Plat Approval
- South Burlington Final Plat Approval
- South Burlington Zoning Permit
- South Burlington Subdivision Permit (for lease agreement between owner and tenant)
- NPDES Individual Construction Stormwater Discharge Permit (Agency of Natural Resources)
- Stormwater Permit for New Development & Redevelopment (Agency of Natural Resources)
- Wastewater System and Potable Water Supply Permit (Agency of Natural Resources)
- Public Water System Construction Permit (Agency of Natural Resources)



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- FAA Notice of Proposed Construction Permit (Form 7460-1)
(Note that two FAA permits are required: One for the permanent construction; the second for temporary use of construction equipment.)

Our proposal assumes that the following permits will be obtained by others:

- State of Vermont Construction Permit – Fire Prevention and Building
- State of Vermont Occupancy Permit – Fire Prevention and Building

Our proposal assumes that the following permits will not be required:

- Conditional Use Determination (Agency of Natural Resources)
- Army Corps of Engineers Permit
- FAA Construction Safety & Phasing Plan (CSPP)

The following narrative identifies key issues related to the permits listed.

Act 250 Amendment

Based on our previous experience with Burlington Airport Act 250 permitting, we have assumed the District 4 Environmental Coordinator will determine that the project be processed as a minor amendment to the existing Act 250 permit. A project review meeting with the I Coordinator and Owner will be held prior to completing an Act 250 application to confirm this determination. This meeting will also help identify criterion that may be of specific concern to the District Commission or require in-depth information that must accompany the application.

It is assumed that the South Burlington Development Review Board (DRB) and Act 250 District Commission will require an analysis to explain how the project will impact traffic.

South Burlington Site Plan Approval

We anticipate attendance at three DRB meetings being required. Specific issues of concern include provision of:



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- Landscaping plans that adequately address South Burlington's requirements
- Site lighting plans (including photometric modeling)
- Building elevations and site plan
- A Traffic analysis

Stantec assumes that landscaping plans, site lighting plans, and building elevations will be provided by others. Our scope does include team coordination to ensure landscaping elements and site lighting are incorporated into the site design.

South Burlington Subdivision Permit

A local subdivision permit will be required to record the lease area for the tenants of the new buildings. Effort includes preparing applications and attending hearings for sketch plan, preliminary plat and final plat approvals. A licensed survey will be required to prepare, sign and stamp the sketch, preliminary plat and final plat plans.

Individual Construction Stormwater Discharge Permit (Agency of Natural Resources)

The 2016 construction season at BTV is expected to be an active, with as many as 5 construction projects running concurrently. Based on meetings already conducted with Airport Management, ANR, and Stantec, ANR has provided direction that the large amount of total land disturbance will trigger the need for an Individual Construction Stormwater Discharge Permit in accordance to comply with State regulations. This permit application will include a narrative and a completed NOI as well as Erosion Prevention and Sediment Control plans prepared in accordance with the Vermont Standards & Specifications for Erosion Prevention & Sediment Control. Plans and details will be suitable for bidding purposes and be included in the construction documents. "The regulations require that an "On-Site Coordinator" be provided during construction. This individual is typically provided by the Contractor and it is assumed this will be the case for the QTA project.

Stormwater Discharge Permit (Agency of Natural Resources (ANR))



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This project involves “redeveloping” impervious areas covered under existing Stormwater Discharge Permit #3028-9010.A and may also result in a small amount of additional impervious area. It is noteworthy that this project will be subject to the “no-net increase in phosphorus” requirements enacted by ANR on October 1, 2015. It is expected that stormwater permitting for the QTA project can be achieved by amending this existing permit.

Our approach to the stormwater permitting involves:

1. Analyzing the existing sand filter treatment system serving the project area to determine if it complies with the current stormwater rules and if it will adequately meet ANR’s requirements for the new project. Our goal will be to use as much existing stormwater infrastructure as possible.
2. Meeting with ANR personnel to discuss the project and existing treatment system. It is essential that this meeting be held early in the design process to ensure that a permitable concept is developed. For this proposal, it is assumed that the existing stormwater management system will adequately cover the new project and that a new system or modifications of the existing system will not be required.
3. Creating a Stormwater Permit Discharge application and supporting documentation including plans and calculations required for amending the existing permit.

It is our understanding that any stormwater management system for the project must conform to FAA Advisory Circular 150/5200-33A “Hazardous Wildlife Attractants on or Near Airports” and the Vermont Stormwater Management Manual.

Water Supply Construction Permit (Agency of Natural Resources)

A Water Supply Construction Permit will be required for relocation of existing water lines if relocation involves more than 500 feet of water line or involves installation of fire hydrants.

Water Supply/Wastewater Disposal Permit (Agency of Natural Resources)

A Water Supply/Wastewater Disposal Permit will be required for the installation water and sewer service to the building.



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State of Vermont Construction and Occupancy Permits (Assume by others)

The State of Vermont Construction permit pertains to life safety and energy efficiency design measures for the building. It is assumed this permit application will be prepared by the General Contractor and/or the Architect. The State of Vermont Occupancy permit is issued contingent on inspection of the building at the completion of construction.

Federal Aviation Administration (FAA) Notice of Proposed Construction Permit

The FAA requires notification of proposed construction at any public use airport. This must be done at least 30 days before construction begins and is accomplished by completing FAA form 7460-1. This review determines if the project will result in structures or equipment that penetrate protected airspace surfaces or will interfere with radio communication or aircraft navigation systems. One 7460-1 permit is required for the permanent structures and a second 7460-1 permit is required for temporary construction equipment.

Permit Processing Time and Application Fees

The following table summarizes anticipated processing times and fees for each permit application based on experience and discussions with the permitting agencies.

Permit	Processing Time
Act 250 Amendment	60 to 80 days
South Burlington Sketch Plan Approval	6 to 8 weeks
South Burlington Preliminary Plat Approval	6 to 8 weeks
South Burlington Final Plat Approval	6 to 8 weeks
NPEDES Individual Construction Stormwater Discharge Permit	60 days minimum
Stormwater Permit for New Development & Redevelopment	40 to 90 days (longer for Individual Discharge Permits)



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<i>Permit</i>	<i>Processing Time</i>
Public Water Supply Construction Permit	30 days minimum (larger projects require more time)
Wastewater System and Potable Water Supply Permit	30 days (<500 gpd) 45 days (>500 gpd)
State of Vermont Construction Permit - Fire Prevention and Building	30 day minimum
State of Vermont Occupancy Permit - Fire Prevention and Building	Contingent on inspection at the completion of construction
South Burlington Zoning Permit	Typically issued immediately, contingent on site plan approval
South Burlington Subdivision Permits	6 to 8 weeks
South Burlington Certificate of Occupancy Permit	Contingent on inspection at the completion of construction
FAA Notice of Proposed Construction Permit (Form 7460-1)	45 days

Stantec's permitting scope of services includes the following tasks for South Burlington Site Plan approval; South Burlington Subdivision Permit; Act 250 Permit Amendment; Water Supply and Wastewater Disposal Permit; Water Supply Construction Permit; General Construction Permit; and Stormwater Discharge Permit:

1. Preparing application forms and technical attachments. (Assume that all permit application fees will be paid by the owner).
2. Coordinating with supporting professionals (i.e. Architect, Landscape Architect, and Site Electrical Engineer).
3. Attending hearings and providing technical assistance to the Owner (assume no Act 250 hearing will be required, and three South Burlington Development Review Board meeting will



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be required).

D. Traffic Assessment

The construction of this facility is intended to consolidate the rental car QTA operations and improve the efficiency of returning rented vehicles back into service. This will involve more vehicles on site for a greater period of time but fewer trips off and back onsite during the day.

Stantec's approach to analyzing the traffic impacts involves the following:

1. Project Trip Generation Estimation / Impact Assessment Memo

- a. Through the use of a questionnaire and conversations, obtaining a description of the existing airport related operations of the rental car companies planning to share the proposed facility including the number of cars rented at the airport on a daily and, if available, hourly basis; times of the day when rental cars are ferried to and from the airport, and routes to and from the airport.
- b. Preparing estimates of the existing peak period rental car trips through the Airport Drive intersections with Williston Road, Airport Road and White Street.
- c. Preparing estimates of the future peak period rental car trips through the Airport Drive intersections with Williston Road, Airport Road and White Street.
- d. Preparing a brief memo containing the existing and future trip generation and temporal trip distribution estimates. It is expected that the change in the number of rental car trips identified will be minimal during the peak hours and there will be reduction during the course of the day. During the peak hour Stantec will compare any increase with the threshold increases for traffic impact studies per the guidance of Vermont Agency of Transportation.
- e. Communicating with the City of South Burlington and the District ACT 250 office to confirm that the trip estimate is satisfactory and that a traffic impact study is not required.

2. Traffic Impact Study



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- a. Obtaining all available relevant traffic data from prior studies, VTrans, and Chittenden County Regional Planning Commission including peak period turning movement counts and 24 hour/ Average Daily Traffic (ADT) count data. If necessary peak period traffic counts will be conducted at the locations where the threshold was exceeded. For the purpose of this scope of work all three cited Airport Drive intersections will be counted during the AM and PM peak hours.
- b. Obtaining, compiling and describing the most recent 5 years of crash (accident) data from VTrans at the three Airport Drive intersections.
- c. Preparing the traffic study in accordance with Vtrans Traffic Impact Study Guidelines as revised in October 2008 and containing description of existing and future roadway conditions, planned developments, public transportation services, bicycle and pedestrian facilities.
- d. Preparing Existing Design Hour Volume (DHV) networks based on the weekday AM and PM peak hour traffic volumes.
- e. Identifying background growth and new development generated trips for opening year and the horizon year. (Stantec would contact the South Burlington City Planner for this purpose of identifying approved local developments)
- f. Reviewing the estimate of the increase in off-site peak hour trips generated by the proposed QTA and the likely distribution of the generated trips on the study area intersections.
- g. Preparing graphics illustrating the existing, future No Build and Build conditions for inclusion in the report.
- h. Conducting intersection operation analysis for the existing, No Build and Build conditions during the opening year (2015) and No Build and Build horizon year (2020) conditions.
- i. Where level of service reduction is indicated by the comparison of Build conditions to No Build conditions, identifying roadway improvement measures that will mitigate the project's



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indicated impact. Conducting additional intersection operation analysis incorporating the cited mitigation.

- j. Preparing a draft report summarizing the Traffic Impact Study for review and comment by the client.
- k. Upon receipt of comments on the draft report, preparing responses and submitting a final draft report with appendix that documents the data collection, analysis, findings and recommendations.

3. Traffic Related Meetings

- a. Upon request Stantec will attend and participate in project team meetings, subsequent meetings with Vtrans, Act 250, the town staff, and public hearings as directed and approved by the client. Our effort will include preparation, travel, attendance and meeting notes.

Required information from the client, PGAL, or the Rental Car Companies:

- Responses to brief questionnaire regarding the existing and planned operations regarding the number and time of day of vehicle trips to and from the airport

Geotechnical Engineering Services

The purpose of the proposed services is to conduct geotechnical exploration to characterize the subsurface conditions and provide opinions regarding foundation types, excavation conditions, earthwork conditions, and pavement subgrade conditions.

The proposed scope of services will be executed by Stantec's Auburn, New Hampshire office staff and will include collection of site and subsurface data, laboratory testing engineering evaluation, and preparation of a geotechnical engineering report.

The geotechnical design elements included in our scope include:



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1. Coordinating with airport personnel to access the site and clear the proposed boring locations for underground utilities. Due to the proximity to the airport traffic control tower and known critical underground utilities we will engage a local utility locating Subconsultant. The utility locations obtained by the locator will also be used during the design phase of the project. As required by law Stantec will contact Digsafe.
2. Conducting eight soil test borings to evaluate existing subsurface conditions as they relate to expected site development and building construction. Based on our experience at the airport site we expect the subsurface conditions to consist of sand deposit overlying a deposit of soft clay and dense glacial till. The sand deposit is expected to be approximately 20 to 30 feet thick. The soft clay deposit is expected to be approximately 20 to 25 feet thick. The following test boring program is proposed:
 - Building Area – Two borings to 25 feet, One boring to 60 feet;
 - Canopy Area - Two borings to 25 feet;
 - Underground Storage Tank - One boring to 20 feet; and
 - Pavement Area – Three borings to 10 feet

The total linear feet of soil test boring is 210 feet. The 60 foot deep test boring is needed to develop the seismic design parameters in accordance with the International Building Code. No rock coring or sampling is proposed. The services will include coring through the existing pavement at boring locations. We have assumed the test borings can be completed in three working days during normal business hours. If the clay deposit is not encountered at the site it may be possible to reduce the test boring program to two days.

3. Supervising the fieldwork by a geotechnical engineer and coordinating activities with airport personnel. We have assumed the field work can be scheduled during normal business hours. Stantec will mark the boring locations in the field and use topographic data to determine ground surface elevations at boring locations. The boring locations will be backfilled with auger cuttings and the upper 4-inches will be patched with a cold patch product.
4. In the laboratory, representative split-barrel samples will be tested to determine Atterberg limits, particle size distribution and natural moisture content. Soil samples will be classified in accordance with standard ASTM procedures.



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5. Preparing a written report of findings and conclusions. The report will include discussions of the site-specific geologic conditions. The scope and results of our investigative efforts, including a site plan, soil test boring logs, and laboratory testing will be provided. Recommendations will be offered for foundations, slabs-on-grade, seismic design parameters, pavement design, excavations and earthwork.
6. Stantec has also included time in the fee proposal for a geotechnical engineer to visit the site during construction to verify the subsurface conditions at the footing bearing elevation are consistent with the conditions encountered in the test borings. We estimate that the engineer will be on site for 4 hours for this effort.

E. Construction Phase Services

Stantec's scope during the construction phase includes Basic Services and limited Resident Services. Our effort will be directed toward providing assurance that Stantec designed site portions of the completed project will conform to the requirements of the contract documents. This will be accomplished through tasks (detailed below) including assistance during the bid phase, shop drawing review, site visits to observe the progress of work, and final inspection. Resident Services will be specifically restricted to the waterline and sewer line portions of the project, and include inspection of work in progress and observing performance testing required for state certification.

1. Construction Basic Services

Under Construction Basic Services, Stantec will:

- a. Coordinate assembly of the Contract Documents with PGAL, and prepare necessary addenda for one (1) contract.
- b. Advise regarding issues relating to design as they may arise during bidding.
- c. Provide consultation and advice during construction.
- d. Prepare supplementary sketches required to resolve actual field conditions encountered (assume a maximum of five (5) are required).



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- e. Review detailed shop drawings for water and sewer services only submitted by Contractor for compliance with design concept.
- f. Attend monthly meetings during construction (assume eight (8)).
- g. Perform monthly site visits during construction (assume eight (8)).
- h. Attend final review of the completed construction and prepare a report on any deficiencies, corrective actions required, etc. as determined at said review.

Stantec's services will be directed toward providing assurance to the Owner that the water and sewer service portions only of the completed project will conform to the requirements of the Contract Documents. During visits to the site and on the basis of on-site observations of an experienced and qualified design professional, Stantec will keep PGAL informed of the progress of the work, will endeavor to alert PGAL to defects and deficiencies in the work, and may disapprove or reject work as failing to conform to the Contract Documents. Stantec's services, however, shall not relieve any Contractor of his obligation to perform the work in conformity with the drawings and specifications and in a safe workmanlike manner; and shall not make Stantec an insurer of the Contractor's performance.

Stantec will perform Basic Services as described herein from the date of a notice to proceed to Stantec from PGAL for a duration of 240 calendar days (i.e. eight months).

If contract change orders are executed which extend the time for completion for a construction contract beyond the date for completion as stated in Stantec's "Notice to Proceed", Stantec will provide services beyond those originally anticipated under separate agreements or under amendments.

2. Construction Resident Services

Under Construction Resident Services, Stantec will provide technical staff or specialty sub consultants to:

- a. Conduct on-site observations of the water line and sanitary sewer system work in progress to determine if the work is in general conformance with the drawings and technical specifications.



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- b. Report whenever it appears that the work is unsatisfactory, faulty or defective or does not conform to the drawings and technical specifications, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise when it appears work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Observe testing of water line and sanitary sewer system performed by others and record and report appropriate details relative to the test procedures and results.
- d. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions or extras or deductions, daily activities, decisions, observations in general and specific observation in more detail as in the case of observing test procedures.
- e. Coordinate with any Contractor the compiling of information for use in preparing record drawings prepared by others.

Stantec's services will be limited to providing assurance for the owner that the water line and sanitary sewer system portions of the completed project will conform to the requirements of the Contract Documents. On the basis of on-site observations of an experienced and qualified technician, Stantec will keep PGAL informed of the progress of the work, will endeavor to alert PGAL to defects and deficiencies in the work of the Contractor, and may disapprove or reject work as failing to conform to the Contract Documents. Stantec's services, however, shall not relieve any Contractor of his obligation to perform the work in conformity with the drawings and specifications and in a safe workmanlike manner; shall not make Stantec an insurer of the Contractor's performance; and except upon written instruction, the resident staff shall not:

- Exceed limitation of Stantec's authority as set forth in the construction Contract Documents.
- Undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- Advise on or issue directions as to safety precautions and programs in connection with the work.



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- Participate in specialized field or laboratory tests.
- Authorize the Owner to occupy the project in whole or in part.

Stantec will perform Resident Services described herein from the date of the Contractor's "Notice to Proceed" to the date of their contract completion, as stated in their contract.

Resident Services will be provided on a part-time basis. It is assumed that Stantec will furnish Resident Services to a maximum total of 60 hours for the project.

III. Deliverables

Stantec will deliver, 35% (DD), 65%, 95% and 100% (bid and permit) design documents to include:

- Drawings (Arch 30/Arch D/ANSI D sized);
- Specifications in CSI format (outline at 35% and complete book at 95%); and
- Cost estimate input at the 35%, 65%, and 95% milestones.

100% drawings and specifications will be sealed by a professional engineer licensed in the State of Vermont. We assume that each drawing submittal will be in electronic (.pdf) format only with the exception of the 100% design deliverable will include up to five (5) sealed paper copies.

We have assumed that there will be two (2) minor and one (1) more substantial project design revision after 65% document submittal, based on input from the RAC meeting to meet client/RAC program and budget requirements.

IV. Schedule and Fee

The estimated fee for Stantec's services is \$299,256. Stantec proposes to complete the scope of work as outlined below in accordance with the attached Terms and Conditions. Please refer to the attached spreadsheets for a summary and detailed breakdown of the civil/site tasks and associated staff hours/costs. If you find our proposal acceptable, we are requesting that you please execute the attached Professional Services Agreement and return a copy to enable us to continue working on the project.



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Scope		Task Total	Terms
A. Fuel and QTQ Systems Design Includes Desktop Construction Administration; four (4) site visits; ten (10) teleconferences; expenses		\$72,200	Lump sum
B. Civil/Site - All Design Phases Labor Expenses	\$109,868 <u>\$1,300</u>	\$111,168	Lump sum
C. Environmental Permitting Labor Expenses	\$46,554 <u>\$2,000</u>	\$48,554	Hourly rate plus expenses
D. Traffic Assessment Labor Expenses	\$10,700 <u>\$1,500</u>	\$12,200	Hourly rate plus expenses
E. Geotechnical Engineering Labor & Expenses Laboratory Testing Subsurface Exploration/Utility Locations	\$12,010 \$490 <u>\$6,725</u>	\$19,225	Lump sum
Task Total Scope		Task Total	Terms
F. Construction Phase Engineering Services Labor Expenses	\$35,509 <u>\$400</u>	\$35,909	Hourly rate plus expenses
Project Totals		\$299,256	



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Regarding schedule, we are prepared to continue working on the project upon receiving your Notice to Proceed. As we have discussed, the critical path to reaching substantial completion by December 2016 is to initiate the site survey, geotechnical investigation and permitting work as quickly as possible.

We very much appreciate your continued confidence in Stantec and look forward to working with you on this project. Please don't hesitate to contact us should you have any additional questions. If you choose to accept this proposal, please do so by executing the attached Terms and Conditions.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Jon Leinwohl, P.E.
Associate, Transportation
Phone: (802) 497-6410
Fax: (802) 864-0165
jon.leinwohl@stantec.com

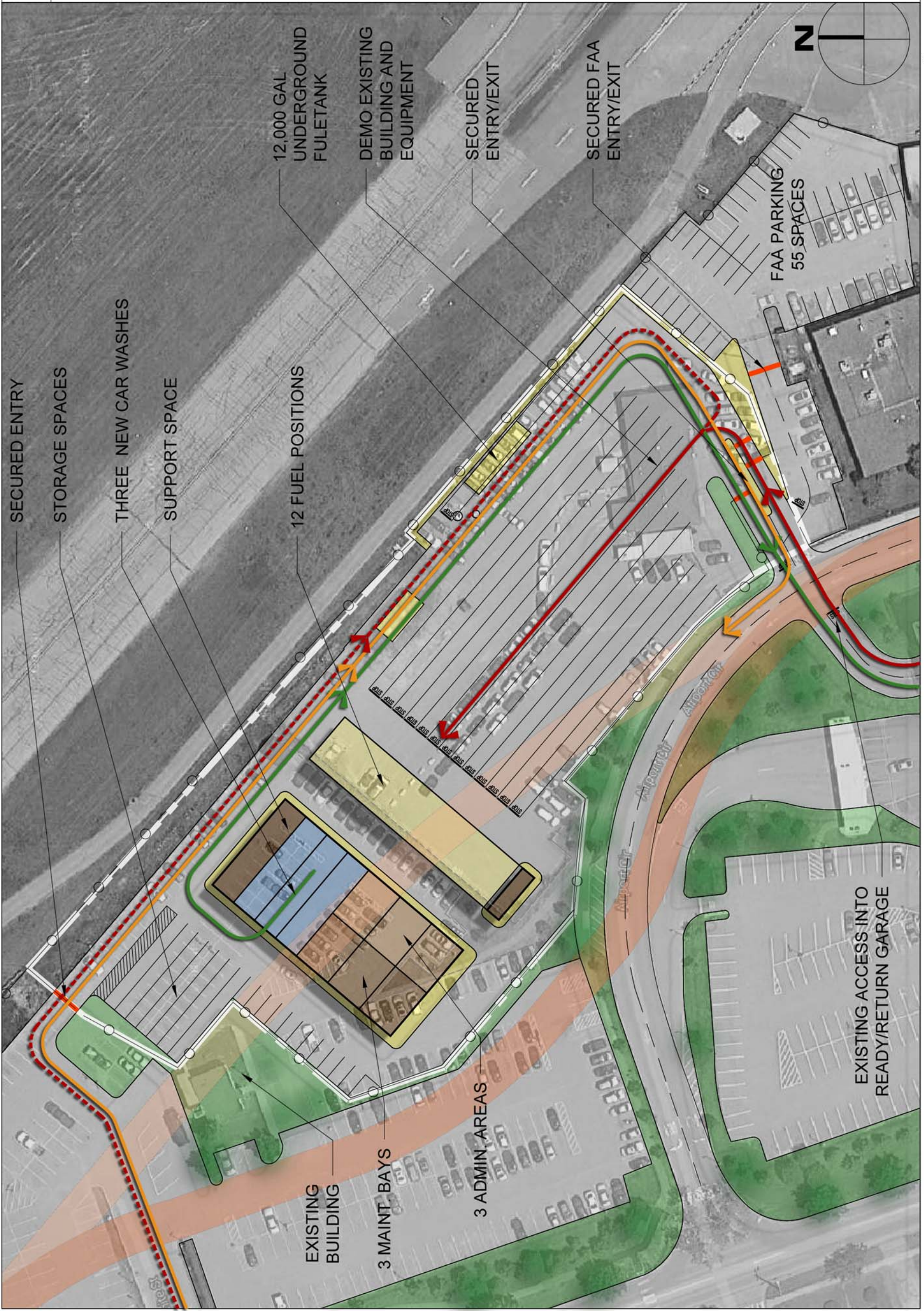
Gregory A. Edwards, P.E.
Principal
Phone: (802) 497-6398
Fax: (802) 864-0165
greg.edwards@stantec.com

Attachment: Civil/Site Staff Hour/Fee Spreadsheets; Professional Services Agreement

jbl v:\1953\promotion\1 - proposals\2014 proposals\btv rental car facility (pgal)\management\pm framework - iso 9001 qm\0 - proposal\2016 transfer to btv from pgal\scope\scope 2014 09 11 (trans to btv from pgal).docx

LEGEND

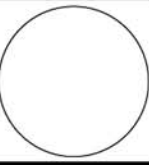
- CIRCULATION**
- READY CARS (Green arrow)
 - RETURN CARS (Red arrow)
 - SERVICE VEHICLE (Orange arrow)
 - SECURITY EQUIPMENT (Red line)
 - FUTURE ROAD (Light orange box)
 - 30 YEAR AIRPORT MASTER PLAN (Lighter orange box)
 - PROPOSED FUTURE ROAD (Darker orange box)
 - PARKING: +/- 200 SPACES (Orange box)



0' 64' 128' 18 SEPTEMBER 2014

SCALE: 1/64" = 1'-0"

RENTAL CAR QUICK TURNAROUND AREA SITE PLAN - OPTION A SOUTH BURLINGTON, VT



1425 ELLSWORTH
INDUSTRIAL BLVD, SUITE 15
ATLANTA, GA 30318
(T) 404.602.3800
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**BURLINGTON INTERNATIONAL AIRPORT
CONSOLIDATED RENTAL CAR FACILITY
ENGINEERING SERVICES FEE SUMMARY**

Scope	Task Total	Terms
A. Fuel and QTQ Systems Design Includes Desktop Administration; four (4) site visits; ten (10) teleconferences; expenses	\$72,200	Lump sum
B. Civil/Site - All Design Phases Labor Subconsultant: None Expenses	\$109,868 \$0 <u>\$1,300</u> \$111,168	Lump sum
C. Environmental Permitting Labor Expenses	\$46,554 <u>\$2,000</u> \$48,554	Hourly rate plus expenses
D. Traffic Assessment Labor Expenses	\$10,700 <u>\$1,500</u> \$12,200	Hourly rate plus expenses
E. Geotechnical Engineering Labor & Expenses Laboratory Testing Subsurface Exploration/Utility Locations	\$12,010 \$490 <u>\$6,725</u> \$19,225	Lump sum
F. Construction Phase Engineering Services Labor Expenses	\$35,509 <u>\$400</u> \$35,909	Hourly rate plus expenses
Project Totals	\$299,256	



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**BURLINGTON INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**

**Staff Hour and Cost Estimate
 CIVIL/SITE SUMMARY**

SUMMARY	JOB CLASSIFICATION										TOTAL HOURS	FACTORED LABOR COSTS
	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	TECHNICIAN	CLERICAL	PROJECT ENGINEER	STAFF ENGINEER	TECHNICIAN	CLERICAL		
PRE-DESIGN/PROGRAMMING (10% PLANS)	0	8	8	0	4	0	0	4	0	0	20	\$2,632
SCHEMATIC DESIGN (35% PLANS)	4	44	38	86	106	2	86	106	2	2	280	\$32,826
DESIGN DEVELOPMENT (65% PLANS)	4	45	46	106	138	4	106	138	4	4	343	\$39,492
CONSTRUCTION DOCUMENTS (100% PLANS)	2	43	40	92	123	4	92	123	4	4	304	\$34,918
CONSTRUCTION PHASE ENGINEERING	3	60	96	88	36	0	88	36	0	0	283	\$35,509
PERMITTING	3	79	48	150	84	25	150	84	25	25	389	\$46,554
TOTAL ESTIMATED STAFF HOURS	16	279	276	522	491	35	522	491	35	35	1619	\$191,931

AVERAGE HOURLY RATE \$239 \$160 \$121 \$115 \$96 \$83

TOTAL LABOR COSTS \$191,931

DIRECT EXPENSES: ESTIMATED REIMBURSABLE EXPENSES (MILEAGE; PRINTING; COURIER; ETC.) \$3,700

CONTINGENCIES: NONE \$0

TOTAL COSTS \$195,631



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**BURLINGTON INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**

**Staff Hour and Cost Estimate
 CIVIL/SITE PRE-DESIGN & PROGRAMMING**

SCOPE OF WORK	JOB CLASSIFICATION							TOTAL HOURS	FACTORED LABOR COSTS
	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	TECHNICIAN	CLERICAL			
PRE-DESIGN & PROGRAMMING (10% PLANS)									
- Programming Meetings (assume 3 meetings) (Previously completed)			Previously Completed				0	\$0	
- Basis of Design and Conceptual Site Plan Review			Previously Completed				0	\$0	
- Survey Coordination		4	4		4		12	\$1,508	
- Geotechnical Coordination		4	4				8	\$1,124	
Civil/Site Subtotal	0	8	8	0	4	0	20	\$2,632	

TOTAL ESTIMATED STAFF HOURS 0 8 8 0 4 0 20

AVERAGE HOURLY RATE \$239 \$160 \$121 \$115 \$96 \$83

TOTAL LABOR COSTS \$2,632

DIRECT EXPENSES: ESTIMATED REIMBURSABLE EXPENSES (MILEAGE; MISC PRINTING; ETC.) \$100

SUBCONSULTANT: None \$0

TOTAL COSTS \$2,732



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**Staff Hour and Cost Estimate
CIVIL/SITE SCHEMATIC DESIGN**

SCOPE OF WORK	PRINCIPAL	PROJECT MANAGER	JOB CLASSIFICATION				TOTAL HOURS	FACTORED LABOR COSTS
			PROJECT ENGINEER	STAFF ENGINEER	TECHNICIAN	CLERICAL		
SCHEMATIC DESIGN (35% PLANS)								
- Cover Sheet		1			4	5	\$544	
- Index of Standards & Legend					2	2	\$192	
- Location Plan (Conforming to South Burlington Permit Requirements)		2			6	8	\$896	
- Existing Conditions & Demolition Plans		1		4	4	9	\$1,004	
- Survey Control Ties & Benchmarks (Deferred until DD phase)						0	\$0	
- General Notes (Deferred until DD phase)						0	\$0	
- Site Layout Plans		2		8	6	16	\$1,816	
- Site Grading & Drainage Plans		2		16	6	24	\$2,736	
- Site Details & Typical Sections		1		2	6	9	\$966	
- Pavement Marking & Traffic Sign Plans (Deferred until DD phase)		2		4	8	14	\$1,548	
- Construction Phasing Plans		2		4	12	18	\$1,932	
- Erosion Prevention & Sediment Control Plans		2		4	4	4	\$384	
- Erosion Prevention & Sediment Control Details		2		2	8	16	\$1,790	
- Drainage & Treatment System Details						0	\$0	
- Drainage Table (Deferred until DD phase)		4		8	4	18	\$2,470	
- Swirl Separator Structure Analysis/Retrofit Recommendations		2		6	8	22	\$2,504	
- Utility Plans (Includes coordination with public utility companies)		2		8	8	26	\$2,976	
- Sanitary Sewer Service Profile & details; Oil/Water Separator Details		2		4	4	14	\$1,648	
- Water Service Profile & Details		2		4	4	6	\$704	
- Landscaping Plan coordination (assume plan development by others)		2				6	\$780	
- Site Electrical Demolition, Lighting Design & Photometric Plan (assume coordination only; design by others)		2		4		6	\$804	
- Building Sewer Pump Station Details (assume coordination only; designed by others)		2		2	2	12	\$1,418	
- Specifications		1		6	8	15	\$1,618	
- Quantity takeoff and conceptual construction cost estimate (civil/site items only)		6		6	6	12	\$1,650	
- Project Meetings (assume 2 meetings during Schematic Design)		4		4	4	16	\$2,446	
- Project QC and Submittal								
		44	38	86	106	280	\$32,826.00	
Civil/Site Subtotal								

TOTAL ESTIMATED STAFF HOURS	4	44	38	86	106	2	280
AVERAGE HOURLY RATE	\$239	\$160	\$121	\$115	\$96	\$83	

TOTAL LABOR COSTS	\$32,826
DIRECT EXPENSES: ESTIMATED REIMBURSABLE EXPENSES (MILEAGE; MISC PRINTING; ETC.)	\$300
CONTINGENCIES: NONE	\$0
TOTAL COSTS	\$33,126



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**BURLINGTON INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**

**Staff Hour and Cost Estimate
 CIVIL/SITE DESIGN DEVELOPMENT**

SCOPE OF WORK	JOB CLASSIFICATION						TOTAL HOURS	FACTORED LABOR COSTS
	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	TECHNICIAN	CLERICAL		
DESIGN DEVELOPMENT (65% PLANS)								
- Cover Sheet				1	4		5	\$499
- Index of Standards & Legend				1	2		3	\$307
- Location Plan		2		1	2		5	\$627
- Existing Conditions & Demolition Plans		1		4	4		9	\$1,004
- Survey Control Ties & Benchmarks				1	4		5	\$499
- General Notes		1		4	4		9	\$1,004
- Site Layout Plans		2		6	4		12	\$1,394
- Site Grading & Drainage Plans		2		16	8		26	\$2,928
- Site Details & Typical Sections		1		2	8		11	\$1,158
- Pavement Marking & Traffic Sign Plans		1		4	6		11	\$1,196
- Construction Phasing Plans		2		4	8		14	\$1,548
- Erosion Prevention & Sediment Control Plans		2		4	12		18	\$1,932
- Erosion Prevention & Sediment Control Details				2	4		6	\$614
- Drainage & Treatment System Details		2		4	8		16	\$1,790
- Drainage Table				4	4		8	\$844
- Swirl Separator Structure Retrofit Details	2				8		20	\$2,534
- Utility Plans (Includes coordination with public utility companies)		2		6	8		22	\$2,504
- Sanitary Sewer Service Profile & details; Oil/Water Separator Details		2		8	8		26	\$2,976
- Water Service Profile & Details		2		4	4		14	\$1,648
- Building Sewer Pump Station Details		2		4	4		10	\$1,188
- Landscaping Plan coordination (assume plan development by others)		2					6	\$780
- Site Electrical Demolition, Lighting Design & Photometric Plan (assume coordination only; design by others)		2					6	\$804
- Building Sewer Pump Station Details (assume coordination only; designed by others)		2		6			12	\$1,430
- Specifications		1		8	8	4	21	\$2,180
- Quantity takeoff and conceptual construction cost estimate (civil/site items only)		2		8	8		18	\$2,008
- Project Meetings (assume 2 meetings during Design Development)		6		6			12	\$1,650
- Project QC and Submittal	2			4	4		18	\$2,446
Civil/Site Subtotal	4	45	46	106	138	4	343	\$39,492

TOTAL ESTIMATED STAFF HOURS 4 45 46 106 138 4 343

AVERAGE HOURLY RATE \$239 \$160 \$121 \$115 \$96 \$83

TOTAL LABOR COSTS \$39,492

DIRECT EXPENSES: ESTIMATED REIMBURSABLE EXPENSES (MILEAGE; MISC PRINTING; ETC.) \$400

CONTINGENCIES: NONE \$0

TOTAL COSTS \$39,892



55 Green Mountain Drive
 South Burlington, VT 05407
 January 8, 2016

**BURLINGTON INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**

**Staff Hour and Cost Estimate
 CIVIL/SITE CONSTRUCTION DOCUMENTS**

SCOPE OF WORK	JOB CLASSIFICATION						TOTAL HOURS	FACTORED LABOR COSTS
	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	TECHNICIAN	CLERICAL		
CONSTRUCTION DOCUMENTS (100% PLANS)								
- Cover Sheet				1	2		3	\$307
- Index of Standards & Legend				1	2		3	\$307
- Location Plan				1	1		2	\$211
- Existing Conditions & Demolition Plans		1		2	2		5	\$582
- Survey Control Ties & Benchmarks				1	2		3	\$307
- General Notes		2		2	2		8	\$984
- Site Layout Plans		2		4	4		10	\$1,164
- Site Grading & Drainage Plans		2		12	8		22	\$2,468
- Site Details & Typical Sections		1		2	8		11	\$1,158
- Pavement Marking & Traffic Sign Plans		1		4	6		11	\$1,196
- Construction Phasing Plans		2		4	6		12	\$1,356
- Erosion Prevention & Sediment Control Plans		2		4	8		14	\$1,548
- Erosion Prevention & Sediment Control Details				2	4		6	\$614
- Drainage & Treatment System Details		2		4	8		16	\$1,790
- Drainage Table				4	4		8	\$844
- Swirl Separator Structure Retrofit Details		1		4	8		13	\$1,412
- Utility Plans (Includes coordination with public utility companies)		2		4	8		18	\$2,032
- Sanitary Sewer Service Profile & details; Oil/Water Separator Details		2		8	8		26	\$2,976
- Water Service Profile & Details		2		4	4		14	\$1,648
- Building Sewer Pump Station Details		2		4	4		10	\$1,188
- Landscaping Plan coordination (assume plan development by others)		2		2			4	\$550
- Site Electrical Demolition, Lighting Design & Photometric Plan (assume coordination only; design by others)		2		4			6	\$604
- Building Sewer Pump Station Details (assume coordination only; designed by others)		2		4	4		10	\$1,188
- Specifications		1		8	8	4	21	\$2,180
- Quantity takeoff and conceptual construction cost estimate (civil/site items only)		2		8	8		18	\$2,008
- Project Meetings (assume 2 meetings during Construction Document Phase)		6		6			12	\$1,650
- Project QC and Submittal		2		4	4		18	\$2,446
Civil/Site Subtotal	2	43	40	92	123	4	304	\$34,918

TOTAL ESTIMATED STAFF HOURS 2 43 40 92 123 4 304

AVERAGE HOURLY RATE \$239 \$160 \$121 \$115 \$96 \$83

TOTAL LABOR COSTS \$34,918

DIRECT EXPENSES: ESTIMATED REIMBURSABLE EXPENSES (MILEAGE; ETC. ASSUME ALL PRINTING COSTS BY PGAL) \$500

CONTINGENCIES: NONE \$0

TOTAL COSTS \$35,418



55 Green Mountain Drive
 South Burlington, VT 05407
 January 8, 2016

**BURLINGTON INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**

**Staff Hour and Cost Estimate
 CONSTRUCTION PHASE CIVIL/SITE ENGINEERING SERVICES**

SCOPE OF WORK	PRINCIPAL	PROJECT MANAGER	JOB CLASSIFICATION				TECHNICIAN	CLERICAL	TOTAL HOURS	FACTORED LABOR COSTS
			PROJECT ENGINEER	STAFF ENGINEER	TECHNICIAN	CLERICAL				
CONSTRUCTION ADMINISTRATION										
Basic Services										
- Assume final assembly of Contract Documents and bid arrangements are by others; provide coordination only of civil/site plans and specifications); Prepare addenda (assume one required)		4		8				20	\$2,328	
- Advise on design matters during bidding	1	4						9	\$1,363	
- Respond to Requests for Information during construction	1	8		12				33	\$4,351	
- Prepare supplementary Field Change sketches (Assume a maximum of 5 required)		4		12				40	\$4,624	
- Construction, shop, and erection drawing review (water, sewer, storm water)	1	4		16				45	\$5,223	
- Attend project meetings during construction (assume 8)		16		16				32	\$4,400	
- Perform site visits during construction (assume 8)		16		16				32	\$4,400	
- Perform Final civil/site inspection; punch list preparation; & follow up		4						12	\$1,560	
Resident Services				60				60	\$7,260	
Construction Subtotal	3	60	96	88	36	0	283	\$35,509		

TOTAL ESTIMATED STAFF HOURS 3 60 96 88 36 0 283

AVERAGE HOURLY RATE \$239 \$160 \$121 \$115 \$96 \$83

TOTAL LABOR COSTS \$35,509

DIRECT EXPENSES: ESTIMATED REIMBURSABLE EXPENSES (MILEAGE; ETC. ASSUME ALL PRINTING COSTS BY PGAL) \$400

CONTINGENCIES: NONE \$0

TOTAL COSTS \$35,909



55 Green Mountain Drive
 South Burlington, VT 05407
 January 8, 2016

**BURLINGTON INTERNATIONAL AIRPORT
 CONSOLIDATED RENTAL CAR FACILITY**

**Staff Hour and Cost Estimate
 PERMITTING**

SCOPE OF WORK	JOB CLASSIFICATION					TOTAL HOURS	FACTORED LABOR COSTS
	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	STAFF ENGINEER	TECHNICIAN		
PERMITTING							
Environmental Site Assessment coordination & review		8	16			24	\$3,216
- Act 250 Amendment (Assume a public hearing is not required)	1	12		20		41	\$5,123
- South Burlington Sketch Plan approval (Includes attending one public hearing)		4		2	2	10	\$1,228
- South Burlington Preliminary Plat approval (Includes attending one public hearing)	1	10		8	8	29	\$3,693
- South Burlington Final Plat approval (Includes attending one public hearing)	1	10		8	8	29	\$3,693
- South Burlington Zoning Permit		1		2	1	4	\$435
- South Burlington Subdivision permit		8		8	8	26	\$3,134
- Lease Plan Preparation		8		8	8	24	\$3,016
- Individual Construction Stormwater Discharge Permit		4		24	16	52	\$5,904
- Stormwater Permit for New Development & Redevelopment		4	12	48	32	100	\$11,016
- Wastewater System & Potable Water Supply Permit		4	4	12	2	22	\$2,670
- Public Water System Construction Permit		2		8	2	12	\$1,406
- FAA Notice of Proposed Construction Permit, Form 7460-1 (2 applications required)		4		12		16	\$2,020
- State of Vermont Construction Permit (assume by others)						0	\$0
- State of Vermont Occupancy Permit (assume by others)						0	\$0
Permitting Services Subtotal	3	79	48	150	84	389	\$46,554

TOTAL ESTIMATED STAFF HOURS 3 79 48 150 84 25 389

AVERAGE HOURLY RATE \$239 \$160 \$121 \$115 \$96 \$83

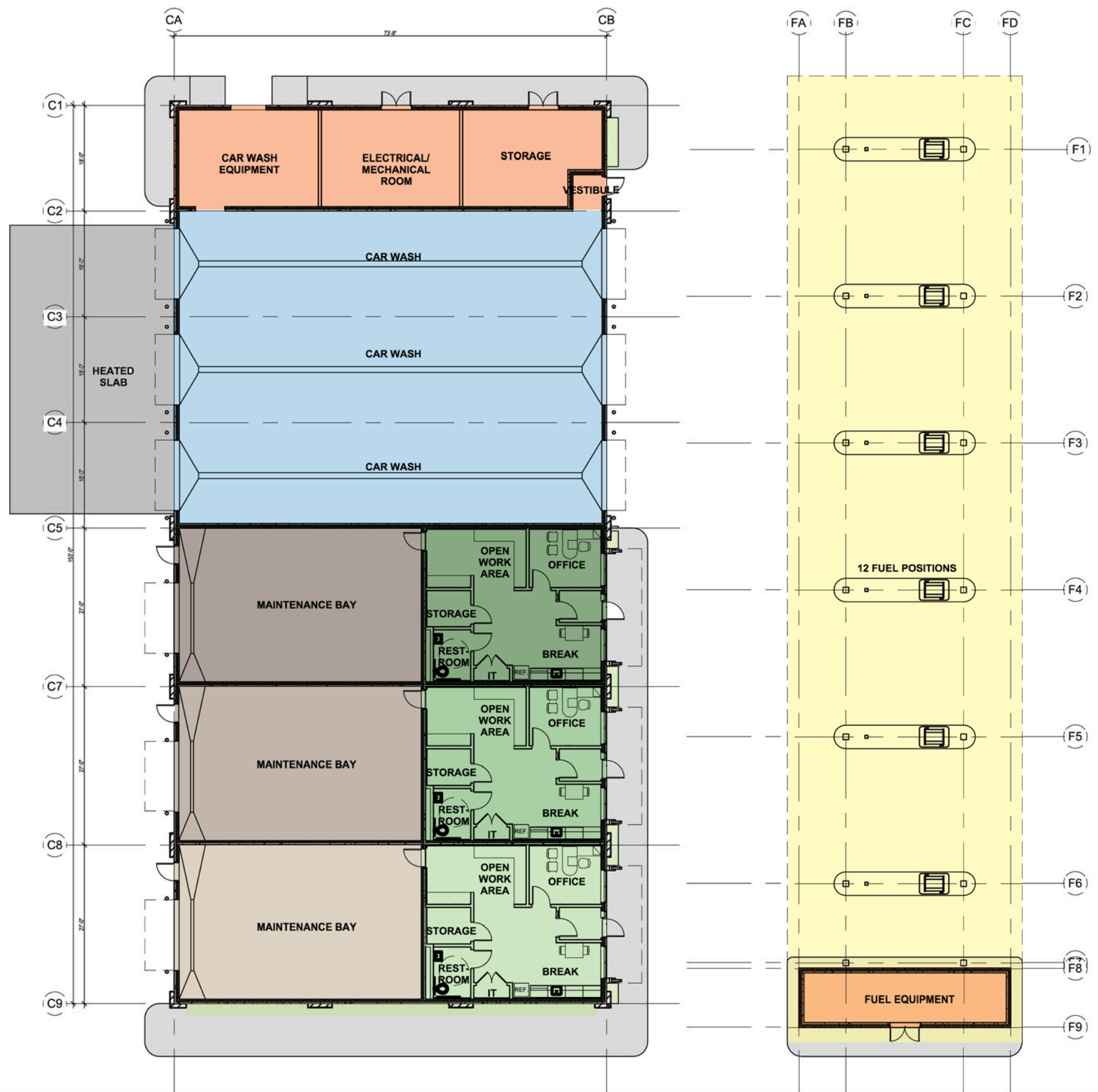
AVERAGE HOURLY RATE (DIRECT LABOR) \$75.52 \$50.56 \$38.23 \$36.34 \$30.33 \$26.23

TOTAL LABOR COSTS \$46,554

DIRECT EXPENSES: ESTIMATED REIMBURSABLE EXPENSES (MILEAGE; PRINTING; COURIER; ETC.) \$2,000

CONTINGENCIES: NONE \$0

TOTAL COSTS \$48,554



LEGEND

- ADMIN AREA 1
- ADMIN AREA 2
- ADMIN AREA 3
- CAR WASH (3)
- SUPPORT SPACE
- FUEL CANOPY (12 POSITIONS)
- MAINTENANCE BAY 1
- MAINTENANCE BAY 2
- MAINTENANCE BAY 3



BURLINGTON INTERNATIONAL AIRPORT

MEMO

TO: Burlington International Airport, Board of Commissioners

FROM: Burlington International Airport

DATE: January 25, 2016

SUBJECT: Airport's Request for Approval and Recommendation to Burlington Board of Finance and City Council to purchase Snow Removal Equipment.

The Burlington International Airport (BTV) seeks Airport Board of Commissioners approval of and its recommendation to the Burlington Board of Finance (BoF) and the Burlington City Council (CC) to purchase One New Modular Multi-Tasking Equipment (MTE), which consists of a plow and a broom, in the amount of **\$664,193**.

The MTE consists of a 24' plow with hands-free hitch and 22' stow-able Tow Broom with High Velocity Air blast system. Purchasing the MTE will require a lease agreement, or similar. However, both the MTE and the lease agreement, which is estimated to cost approximately \$75,000, are reimbursable using Passenger Facility Charges (PFCs). The PFC program is administered through FAA and allows BTV to collect a tax, called Passenger Facility Charge, on plane tickets. Those funds can then be used for purchases that improve the passenger's experience.

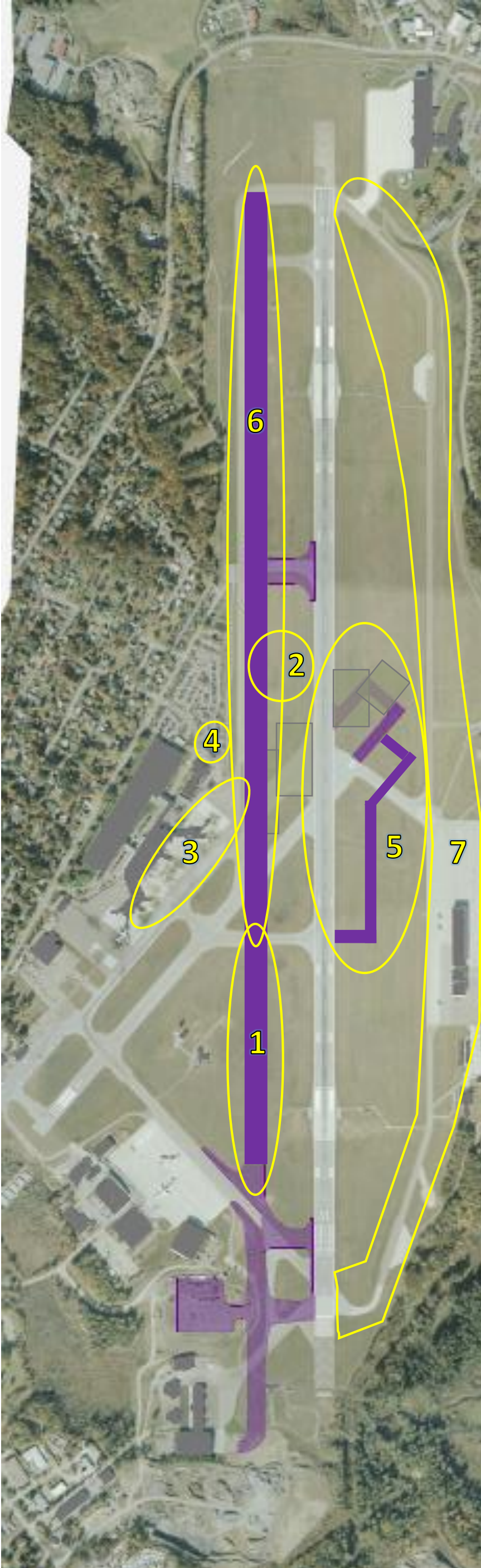
Snow removal equipment is one of the categories of purchases that can be funded with PFCs. FAA allows an airport to replace a piece of snow removal equipment once every ten years. Of the 7 pieces of snow removal equipment currently used at BTV, only one is within ten years old and was purchased in 2010. In an effort to keep the fleet up to date, BTV is looking to purchase a new MTE this year and will potentially be purchasing a new plow in 2017.

Thank you for your support.

1200 Airport Drive, #1
South Burlington, Vermont 05403

Phone: (802) 863-2874 (TTY)
Fax: (802) 863-7947
www.btv.aero

Construction Update Report



Open Projects

- 1. Taxiway K Construction.** Taxiway K is the first phase in a multiphase project to construct a parallel taxiway to Runway 15-33. The construction consists of extended the existing Taxiway K to connect with the new Taxiway B, and will be completed in 2016. The contractor will install all the base materials this year, and will complete the paving next summer. This project has been completely shut down for the winter. Work to presume as soon as the ground thaws (April/May 2016).

Future Projects

- 2. North Glycol System Upgrades.** Our stormwater system at BTV is inspected on a regular basis. One of the recommendations that came out of those inspections was to upgrade our North Glycol System, which is currently not operating as intended. The upgrades include a new concrete holding tank and larger pipes and pumps to accommodate more treatment capacity for stormwater runoff. This work is planned for the 2016 Construction Season.
- 3. Air Carrier Apron Rehabilitation, Phases 3 - 9.** Rehabilitating the Air Carrier Apron adjacent to the Terminal Building is planned in 9 phases, with phase 2 occurring this summer. Phase 3 and 4 are planned for construction next summer. However, we are working to obtain one set of umbrella permits for all of the phases of this rehabilitation project. This would give us the flexibility to construct multiple phases per year if funding were to become available, if construction schedules would allow, and if airline operations were minimally affected. We are planning meetings now to move forward with the umbrella permits and to discuss how to best phase the construction.
- 4. Quick Turn-Around Facility.** Car Rental Companies at BTV currently utilize a car wash facility just north of the Air Traffic Control Tower to wash, fuel, and maintain their fleet of vehicles. Included in the Car Rental Company Agreement that was updated and executed in 2015 was a breakdown of how a portion of the Customer Facility Charges will be used to build a new Quick Turn-around Facility (QTA) to replace the existing outdated car wash facility. This construction is planned for 2016.
- 5. Taxiway A Relocation.** The “sea of pavement” is a colloquial term that has been tossed around to label the intersection of Taxiway A and Runway 15-33, which has vast amounts of pavement. This intersection is dangerous for smaller aircrafts that essentially get lost in the “sea of pavement”. FAA has asked BTV to expedite a project that will mitigate this safety concern. On August 27th, about 20 airport stakeholders, including BTV, Air Guard, FAA, Army Guard, Air Traffic Control, and the State Airports Director, attended an intensive planning session hosted by BTV to discuss design alternatives for relocating Taxiway A. Based on the discussion, we selected one alternative and made comments on the design. The planning process will continue over the next few months, and we are working very diligently to have this project ready for construction in 2017.
- 6. Taxiway G Realignment.** Realigning Taxiway G will be the final phases of the overall project to create a parallel taxiway for Runway 15-33. The first phase is Taxiway K, which is listed above in the open projects section. Taxiway G will be constructed in segments, and will likely take 2 years to complete. Construction is scheduled for 2017-2018 and we are currently working on the design and permits. The construction schedule will overlap with Taxiway A Realignment, so coordination between the projects is essential.
- 7. Vermont Air National Guard.** VTANG is planning to widen and reconstruct their apron, as well as Taxiways Delta and Foxtrot in 2017.



COMMISSION REPORT

Marketing Updates

This Month Highlights:

- Marketing Covered Parking garage heavily for winter months
- Continuing to partner with Lake Champlain Chamber to sell advertising
- Exciting Events ahead!

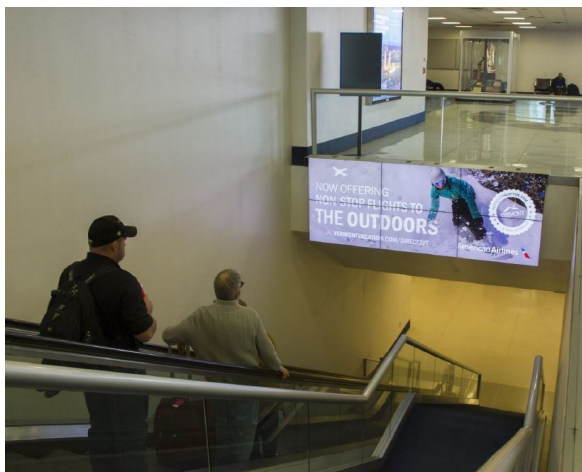


BTV top 10 for Best Food

BTV made the list of the top 10 U.S. Airports with the best food. There was an emphasis on quality and local flavors which has helped to take the stress out of traveling. A special thanks to our friends at Skinny Pancake! This article can be found at travel.alot.com.

Charlotte Marketing:

Continuing to work with Vermont Department of Marketing and Tourism to promote the new route in the Charlotte region.



Upcoming Events

- February— Purses for Paws to benefit Humane Society of Chittenden County
- April—Pulling for Hope. Participants will pull the FedEx plane to help support the American Cancer Society

Purple Wifi top 5 Locations:

Last Month

1. Burlington, VT
2. Montreal, Quebec
3. South Burlington, VT
4. Essex Junction, VT
5. Milton, VT

This Month

1. Burlington, VT
2. Essex Junction, VT
3. South Burlington, VT
4. Montreal, Quebec
5. Montpelier, VT

Between Nov 1 2015-Dec 7th 2015

Between Dec 8 2015- Jan 19th 2016

Burlington International Airport
Passenger and Operational Statistics
December 2015



	<u>December 2015</u>	<u>December 2014</u>	<u>% Change</u>	<u>FY2016 YTD</u>	<u>FY2015 YTD</u>	<u>% Change</u>
**Data not Audited						
Enplaned Passengers	45,153	46,928	-3.78%	314,321	320,298	-1.87%
Deplaned Passengers	45,837	46,758	-1.97%	311,573	314,481	-0.92%
Total Passengers	90,990	93,686	-2.88%	625,894	634,779	-1.40%
Departing Load Factor	76%	85%		83%	87%	
Departing Seat Capacity (Actual)	59,566	55,471	7.38%	378,092	366,303	3.22%
Total Cargo Tonnage Enplaned	245.5	228.1	7.65%	1,211	1,021	18.60%
Total Cargo Tonnage Deplaned	655.6	618.3	6.02%	3,324	3,039	9.36%
Total Landed Weight	59,229,784	58,160,119	1.84%	329,003,076	330,519,284	-0.46%
FY Commercial Landings	873	885	-1.36%	4,681	4,733	-1.10%
FY Cancelations	21	37	-43.24%	101	91	10.99%
FY Canceled Seats	1,140	2,701	-57.79%	6,487	6,472	0.23%

**Minus Delta Flights (November and December 2015)

**Data not audited

One Month Behind on Reporting:

	<u>November 2015</u>	<u>November 2014</u>		<u>FY2015 YTD</u>	<u>FY2014 YTD</u>	<u>% Change</u>
Air Carriers	1033	1030	0.3%	5608	5888	-4.8%
Air Taxi	977	854	14.4%	5648	5471	3.2%
General Aviation	1701	1295	31.4%	10210	9975	2.4%
Military	251	322	-22.0%	1351	1836	-26.4%
Total BTV Operations	3962	3501	13.2%	22817	23170	-1.5%

*** Data from FAA Air Traffic Activity Data System

Air Carrier: Seating Capacity of more than 60 seats or a max payload capacity of more than 18,000 pounds

Air Taxi: Maximum seating capacity of 60 seats or a max payload capacity of less than 18,000 pounds

General Aviation: Takeoffs and Landings of all civil aircraft, except those classified as air carrier or air taxi

Military: All classes of military takeoffs and landings

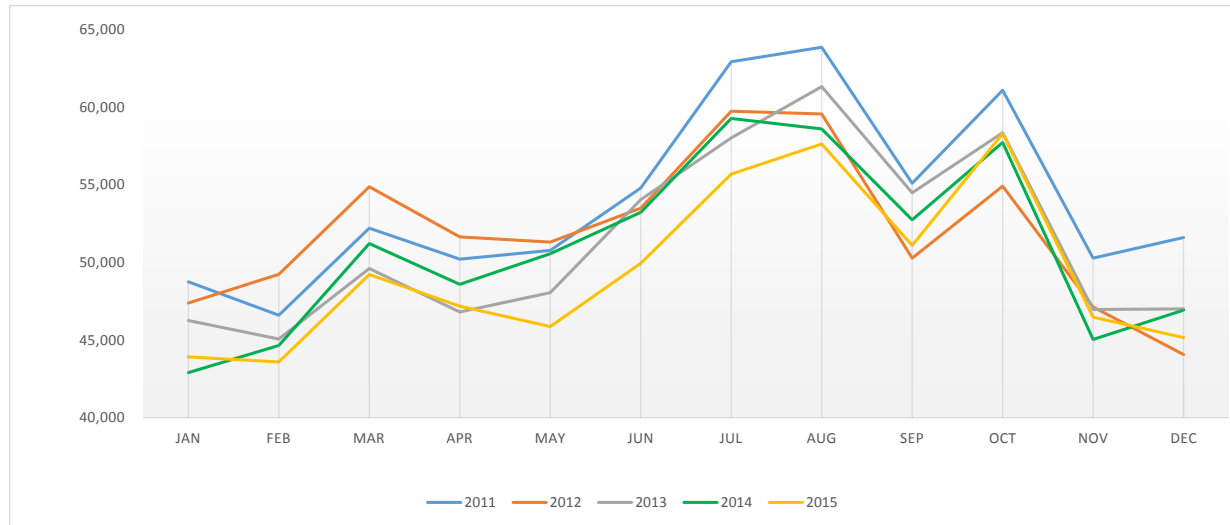
Burlington International Airport
 Passenger and Operational Statistics
December 2015



BTV Enplaned Passengers

C Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
2011	48,746	46,600	52,206	50,211	50,774	54,792	62,931	63,860	55,103	61,092	50,279	51,601	648,195
2012	47,388	49,226	54,871	51,642	51,309	53,491	59,740	59,557	50,273	54,916	47,126	44,065	623,604
2013	46,256	45,066	49,605	46,804	48,058	54,039	58,027	61,325	54,487	58,359	46,967	47,013	616,006
2014	42,901	44,650	51,210	48,583	50,555	53,224	59,273	58,601	52,737	57,727	45,032	46,928	611,421
2015	43,916	43,589	49,215	47,184	45,872	49,944	55,684	57,629	51,089	58,296	46,470	45,153	594,041

2011 YTD	48,746	95,346	147,552	197,763	248,537	303,329	366,260	430,120	485,223	546,315	596,594	648,195
2012 YTD	47,388	96,614	151,485	203,127	254,436	307,927	367,667	427,224	477,497	532,413	579,539	623,604
2013 YTD	46,256	91,322	140,927	187,731	235,789	289,828	347,855	409,180	463,667	522,026	568,993	616,006
2014 YTD	42,901	87,551	138,761	187,344	237,899	291,123	350,396	408,997	461,734	519,461	564,493	611,421
2015 YTD	43,916	87,505	136,720	183,904	229,776	279,720	335,404	393,033	444,122	502,418	548,888	594,041



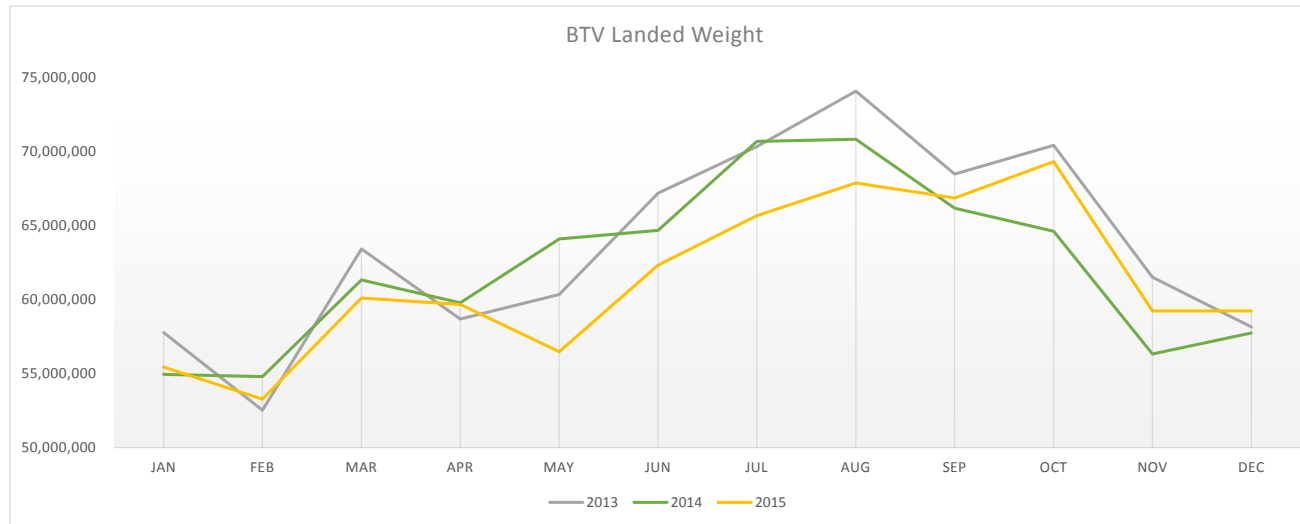
Airline	December 2015	December 2014	% Change	2015 Share	FY2015 YTD	FY2014 YTD	% Change	15 YTD Share
United	14,730	12,098	22%	32.6%	87,391	82,231	6%	32.6%
American	11,955	12,052	-1%	26.5%	70,927	69,650	2%	26.5%
Delta	9,079	11,053	-18%	20.1%	60,440	67,919	-11%	22.6%
Jetblue	7,838	8,303	-6%	17.4%	43,329	47,005	-8%	16.2%
Porter	225	-	0%	0.5%	225	-	-	0.1%
Allegiant	1,326	1,526	-13%	2.9%	5,539	6,565	-16%	2.1%
Subtotal	45,153	45,032	0.27%	100%	267,851	273,370	-2.02%	100%

Burlington International Airport
 Passenger and Operational Statistics
December 2015



BTV Landed Weight

Year	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
2013	57,778,031	52,523,030	63,421,699	58,688,306	60,341,100	67,198,278	70,353,853	74,095,109	68,495,860	70,425,455	61,521,452	58,160,119	763,002,292
2014	54,953,876	54,793,326	61,338,283	59,783,921	64,096,128	64,682,726	70,702,546	70,844,351	66,186,099	64,626,169	56,324,271	57,747,440	746,079,136
2015	55,444,310	53,270,336	60,105,714	59,673,095	56,481,915	62,334,588	65,677,274	67,889,959	66,876,985	69,329,074	59,229,784	59,229,784	735,542,818



<u>Airline</u>	<u>December 2015</u>	<u>December 2014</u>	<u>% Change</u>	<u>2015 Share</u>	<u>2015 YTD</u>	<u>2014 YTD</u>	<u>% Change</u>	<u>15 YTD Share</u>
American	15,953,800	13,880,000	15%	26.9%	88,461,117	82,850,743	7%	26.9%
United/CO	16,090,985	13,032,309	23%	27.2%	90,860,923	85,710,182	6%	27.6%
Delta	13,052,623	13,691,025	-5%	22.0%	71,329,867	77,432,535	-8%	21.7%
JetBlue	8,678,198	9,506,000	-9%	14.7%	49,068,792	52,231,198	-6%	14.9%
Allegiant	1,263,594	1,687,490	-25%	2.1%	5,363,054	6,605,064	-19%	1.6%
Porter	-	-	0%	0.0%	-	-		0.0%
Federal Expr	3,762,000	3,960,000	-5%	6.4%	21,186,000	21,186,000	0%	6.4%
Wiggins	428,584	567,447	-24%	0.7%	2,733,323	2,667,714	2%	0.8%
Total	59,229,784	56,324,271	5%	100%	329,003,076	328,683,436	0%	100%

Date Completed			12/8/2015	02/08-02/15	1/15/2016	03/14-03/21
FROM:	TO Destination:	Code	\$	Difference	\$	Difference
BTV	Washington, D.C. National	DCA	\$ 206.00		\$ 213.00	
MHT			\$ 168.00	\$ 38.00	\$ 197.00	\$ 16.00
ALB			\$ 213.00	\$ (7.00)	\$ 231.00	\$ (18.00)
YUL			\$ 235.00	\$ (29.00)	\$ 220.00	\$ (7.00)
BTV	Baltimore, MD	BWI	\$ 401.00		\$ 409.00	
MHT			\$ 182.00	\$ 219.00	\$ 230.00	\$ 179.00
ALB			\$ 252.00	\$ 149.00	\$ 329.00	\$ 80.00
YUL			\$ 313.00	\$ 88.00	\$ 287.00	\$ 122.00
BTV	Washington Dulles, VA	IAD	\$ 201.00		\$ 213.00	
MHT			\$ 194.00	\$ 7.00	\$ 238.00	\$ (25.00)
ALB			\$ 232.00	\$ (31.00)	\$ 247.00	\$ (34.00)
YUL			\$ 185.00	\$ 16.00	\$ 185.00	\$ 28.00
BTV	Las Vegas, NV	LAS	\$ 355.00		\$ 406.00	
MHT			\$ 359.00	\$ (4.00)	\$ 428.00	\$ (22.00)
ALB			\$ 360.00	\$ (5.00)	\$ 386.00	\$ 20.00
YUL			\$ 335.00	\$ 20.00	\$ 329.00	\$ 77.00
BTV	Chicago, IL	ORD	\$ 260.00		\$ 274.00	
MHT			\$ 204.00	\$ 56.00	\$ 204.00	\$ 70.00
ALB			\$ 214.00	\$ 46.00	\$ 207.00	\$ 67.00
YUL			\$ 227.00	\$ 33.00	\$ 240.00	\$ 34.00
BTV	JFK, NY	JFK	\$ 137.00		\$ 170.00	
MHT			\$ 330.00	\$ (193.00)	\$ 334.00	\$ (164.00)
ALB			\$ 369.00	\$ (232.00)	\$ 361.00	\$ (191.00)
YUL			\$ 234.00	\$ (97.00)	\$ 232.00	\$ (62.00)
BTV	LaGuardia, NY	LGA	\$ 131.00		\$ 137.00	
MHT			\$ 284.00	\$ (153.00)	\$ 310.00	\$ (173.00)
ALB			\$ 406.00	\$ (275.00)	\$ 392.00	\$ (255.00)
YUL			\$ 234.00	\$ (103.00)	\$ 232.00	\$ (95.00)
BTV	Detroit, MI	DTW	\$ 315.00		\$ 354.00	
MHT			\$ 255.00	\$ 60.00	\$ 269.00	\$ 85.00
ALB			\$ 182.00	\$ 133.00	\$ 283.00	\$ 71.00
YUL			\$ 309.00	\$ 6.00	\$ 288.00	\$ 66.00
BTV	Newark, NJ	EWR	\$ 157.00		\$ 137.00	
MHT			\$ 289.00	\$ (132.00)	\$ 315.00	\$ (178.00)
ALB			\$ 355.00	\$ (198.00)	\$ 378.00	\$ (241.00)
YUL			\$ 267.00	\$ (110.00)	\$ 224.00	\$ (87.00)
BTV	Atlanta, GA	ATL	\$ 338.00		\$ 251.00	
MHT			\$ 267.00	\$ 71.00	\$ 310.00	\$ (59.00)
ALB			\$ 222.00	\$ 116.00	\$ 313.00	\$ (62.00)
YUL			\$ 318.00	\$ 20.00	\$ 273.00	\$ (22.00)
BTV	Orlando/Sanford, FL ***	SFB		\$ -		\$ -
MHT				\$ -		\$ -
ALB				\$ -		\$ -
YUL				\$ -		\$ -
BTV	Fort Lauderdale, FL	FLL	\$ 321.00		\$ 332.00	
MHT			\$ 282.00	\$ 39.00	\$ 277.00	\$ 55.00
ALB			\$ 188.00	\$ 133.00	\$ 237.00	\$ 95.00
YUL			\$ 272.00	\$ 49.00	\$ 246.00	\$ 86.00
BTV	Denver, CO	DEN	\$ 378.00		\$ 378.00	
MHT			\$ 380.00	\$ (2.00)	\$ 345.00	\$ 33.00
ALB			\$ 436.00	\$ (58.00)	\$ 406.00	\$ (28.00)
YUL			\$ 384.00	\$ (6.00)	\$ 322.00	\$ 56.00
BTV	Los Angeles, CA	LAX	\$ 406.00		\$ 417.00	
MHT			\$ 384.00	\$ 22.00	\$ 418.00	\$ (1.00)
ALB			\$ 415.00	\$ (9.00)	\$ 372.00	\$ 45.00
YUL			\$ 335.00	\$ 71.00	\$ 331.00	\$ 86.00
Cumulative Average Difference				\$ (6.00)		\$ (8.40)
MHT Average Difference			MHT	\$ 2.00	MHT	\$ (13.14)
ALB Average Difference			ALB	\$ (17.00)	ALB	\$ (32.21)
YUL Average Difference			YUL	\$ (3.00)	YUL	\$ 20.14