

**BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS**

1200 Airport Drive, South Burlington, Vermont
Conference Room #1
Monday, April 24, 2017 3:00pm

1. CALL TO ORDER
2. AGENDA
3. CONSENT AGENDA
 - 3.1 Approval of Minutes: March 20, 2017
 - 3.2 Financial Package
 - 3.3 Construction Update
 - 3.4 Passenger and Operational Statistics
 - 3.5 Fare Comparisons With Cost Estimate Calculator
4. PUBLIC FORUM
5. ACTION NEEDED:
 - 5.1 Applied Research Associates – Safety Risk Assessment Contract (A. Clayton)
 - 5.2 AIP – Kobo - Beacon Replacement Contract (A. Clayton)
 - 5.3 AIP – S.D. Ireland – 1083 Airport Drive (N. Longo)
6. COMMUNICATION/DISCUSSION:
 - 6.1 Security Delays Presentation
 - 6.2 Kevin Dorn, South Burlington City Manager
 - 6.3 South Burlington Commission Seat Update
 - 6.4 Streamline of Meetings Memo
 - 6.5 Commissioner Use of City E-mail's
 - 6.6 Implementation of BoardDocs
 - 6.7 Recording of Airport Commission Meetings
 - 6.8 Commissioner's Status List
7. DIRECTOR'S REPORT (Verbal)
8. COMMISSIONERS' ITEMS
 - 8.1 Sound Mitigation Program Update
 - 8.2 Terminal Redesign – TSA
 - 8.3 Lake Champlain Regional Chamber of Commerce Information Desk Statistics
9. ADJOURNMENT-Tentative: Next Meeting- Monday, May 22, 3:00 pm, Conference Room 1

Please note that this agenda and any information provided on it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

**BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS
MINUTES OF MEETING
March 20, 2017**

DRAFT

MEMBERS PRESENT: Jeff Munger (Chairman)
Bill Keogh
Alan Newman [left at 5 PM]
Jeff Schulman [arrived 3:13 PM and left at 5:04 PM]
Pat Nowak

BTV STAFF PRESENT: Gene Richards, Director of Aviation
Nic Longo, Director of Planning and Development
Marie Friedman, Director of Finance
Amanda Clayton, Director of Engineering &
Environmental Compliance
Kelly Colling, Director of Operations
Shelby Losier, Administrative Assistant

OTHERS PRESENT: Erin Desautels, Vermont Small Business Acceleration
David Stiller, Heritage
Tim McCole, Heritage
Ben Myer, Heritage
Wiley Ray Hill, VANG F-16 pilot

1.0 CALL TO ORDER

Chairman Jeff Munger called the meeting to order at 3:04 PM on March 20, 2017.

2.0 AGENDA

MOTION by Bill Keogh, **SECOND** by Pat Nowak, to approve the agenda with the addition of Item 7.3 – Underground Injection Control Contract with Stantec.

DISCUSSION: The following was discussed:

- Alan Newman requested adding to the agenda discussion of the situation with South Burlington with the appropriate audience present. Mr. Newman said it appears Winooski and Williston will have more of an impact than South Burlington so the concerns of those areas should be included as well.
- Pat Nowak suggested an update from South Burlington be a regular item on the agenda.
- Jeff Munger suggested adding Item 10.2 - Discussion regarding South Burlington to the agenda.

There were no further comments.

VOTING: unanimous (5-0); motion carried.

Staff will add an update from South Burlington as a regular agenda item and an update from other communities, such as Williston and Winooski, as a regular agenda item.

3.0 CONSENT AGENDA

3.1 Approval of Minutes: February 21, 2017

MOTION by Bill Keogh, SECOND by Alan Newman, to approve the consent agenda including the minutes of February 21, 2017 as presented.

DISCUSSION: Pat Nowak said the note in the minutes to contact her for information on Task Order #4 would be better directed to Nic Longo.
VOTING: unanimous (5-0); motion carried.

4.0 PUBLIC FORUM

There were no comments from the public.

5.0 FINANCIAL PACKAGE

Marie Friedman reported:

- Revenues are at 59% of budget as of the end of January 2017. Last year at the same time revenues were at 58% of budget.
- Parking revenues are up \$83,000 as of the end of January. February is the first month revenues tracked less than the prior February.
- Terminal rates are higher due to the increase in FY17.
- Expenditures are at 52% of budget. The airport will use the tax settlement prudently.
- Debt ratio is 2.25 as compared to 1.98 last year at the same time.
- AIP receivables is \$3.8 million. The airport has spent \$7.7 million this year and collected \$6 million so far this year. There is \$2 million outstanding on the GAN.
- The airport owes \$385,000 to pooled cash, but has \$2.2 million in the airport account.
- FY18 budget process has begun.

Alan Newman asked if the performance of the parking garage is compared to flight cancellations. Marie Friedman said she looks at enplanements and occupancy rates.

Alan Newman suggested restructuring the airport account and what is owed to pooled cash to avoid being charged a fee by the city. Staff will have DFO Rich Goodwin look at this and other instruments. An update will be given at the next meeting.

Alan Newman requested expense comparison this month compared to the same month last year be provided in the finance report.

5.1 Moody's Investor Services Presentation and Update

Marie Friedman reported Moody's was very receptive and recognized the accomplishments of the airport following a presentation given by airport staff.

MOTION by Bill Keogh, SECOND by Alan Newman, to accept the financial report and place the information on file. VOTING: unanimous (5-0); motion carried.

6.0 EXECUTIVE SESSION

6.1 Heritage Aviation Airline Rate Negotiations

MOTION by Alan Newman, SECOND by Jeff Schulman, to go into Executive Session to discuss contract negotiations with Heritage Aviation where premature public knowledge would place the City of Burlington and the airport at a disadvantage, and to invite airport staff and representatives of Heritage Aviation to attend.

DISCUSSION: The following comments were made:

- **Bill Keogh stated the airport is not part of the contract so he will vote against going into Executive Session.**
- **Pat Nowak stated if the information is something that should be discussed in open session then going into Executive Session should be reconsidered.**
- **Gene Richards said Heritage has agreements with airlines. There is a significant change happening which could impact the airport and the FBO. The Airport Commission should be informed on the matter.**

There were no further comments.

VOTING: 4 ayes, one nay (Bill Keogh); motion carried.

Executive Session was convened at 3:40 PM.

MOTION by Jeff Schulman, SECOND by Alan Newman, to adjourn Executive Session and reconvene the regular meeting. VOTING: unanimous (5-0); motion carried.

Executive Session was adjourned and the regular meeting reconvened at 4:23 PM.

7.0 ACTION NEEDED

7.1 Hoyle Tanner Contract – Garage Repairs

MOTION by Bill Keogh, SECOND by Pat Nowak, to approve and recommend to City Council for approval the Hoyle Tanner Contract for garage repairs. VOTING: unanimous (5-0); motion carried.

7.2 UIC Permit Management Contract - Stantec

MOTION by Bill Keogh, SECOND by Alan Newman, to approve and recommend to City Council for approval the Permit Management Contract with Stantec.

DISCUSSION: Amanda Clayton explained the \$93,000 contract is for underground injection control work (permit and inspection). Every year there will be UIC work. There were no further comments.

VOTING: unanimous (5-0); motion carried.

7.3 UIC Contract – Stantec

MOTION by Bill Keogh, SECOND by Alan Newman, to approve and recommend to City Council for approval the UIC contract with Stantec.

DISCUSSION: Amanda Clayton noted the following:

- **In 2014 UIC rules were updated and de-icing and fueling on the apron was not allowed.**

- **DEC concern of no fueling operations on the apron must be met or the airport will be shut down.**
- **The airport is seeking AIP funding for the work. The work must be done regardless.**
- **The UIC system is designed to operate 24/7 year round (handling glycol in winter and storm water in summer).**

There were no further comments.

VOTING: unanimous (5-0); motion carried.

8.0 COMMUNICATION/DISCUSSION

8.1 Construction Update

Amanda Clayton reported there is no change in the status of projects from the prior month's report.

8.2 South Burlington Zoning Enforcement Action

Amanda Clayton briefed the Airport Commission on the notices of violation (two of them) issued by South Burlington for airport owned property, one at 3060 Williston Road where a dumpster was not in the location shown on the site plan and the other at the quarry which was accepting fill from VANG. The airport was in the process of getting a permit for the fill (288,000 cubic yards) which will increase the grade at the quarry by four feet. The airport hopes to develop the quarry area as an industrial park at some point in time (South Burlington would realize additional tax money from the industrial park). VANG does not need a permit to truck the material. The airport needs a permit for the material to be dumped at the quarry and was in the process of getting all necessary permits when the violation was issued by South Burlington.

Gene Richards mentioned the difficulty the airport is having with South Burlington relative to airport owned property. Mr. Richards mentioned there is \$76 million in government projects being held up by South Burlington at the risk of VANG choosing another location for the material. The sand material being dumped by VANG is valuable (worth approximately \$2 million). South Burlington would like the material to be used to build a berm which the FAA will not approve.

There was continued discussion of the strained relationship between South Burlington and the airport, and the need for South Burlington City Council to represent the entire community, not a very small number of people who oppose the F-35 and the airport. Amanda Clayton said a meeting is scheduled with the South Burlington Planner, engineers, and attorneys to discuss the notices of violation to be followed by a hearing before the South Burlington Development Review Board.

Amanda Clayton reported another enforcement action by South Burlington involved Taxiway Gulf. For the first time that can be recalled South Burlington Planning and Zoning Office asked for a second hearing on the project after a hearing before the DRB was already held. The airport received a letter from South Burlington requesting information and gave the airport only two days to respond. The airport did respond within the prescribed time period, but then South Burlington said there are more questions and

the DRB may be asked to delay the hearing. Staff feels the questions could have been addressed at the first DRB hearing. Legal counsel will be attending the meetings with South Burlington. Airport staff has tried hard to work with South Burlington without much success. Gene Richards added the airport must do what the FAA requires and will do what can be done to be a good neighbor to South Burlington.

Jeff Schulman urged Pat Nowak to communicate to South Burlington that playing politics and manipulating the zoning process to delay the airport is unfair to the South Burlington community and the larger community as well. Pat Nowak agreed, adding that clearly there has to be some sense of reality of what is happening financially. It is hoped an economic piece was presented to the DRB.

Amanda Clayton will forward the email showing the attendees at the DRB meeting to the Airport Commission.

8.3 Marketing Update

Shelby Losier highlighted events/activities at the airport that include:

- Fashion Show for the Vermont Refugee Program
- Vermont Orchestra performances
- American Cancer Society Pulling for Hope (plane pull) in September
- Advertising revenue FY16 Second Quarter was \$21,565. Advertising revenue FY17 Second Quarter was \$42,221. The benchmark was \$22,000 which was exceeded except for one quarter in FY17.
- Annual contracts for space in the terminal in October totaled \$140,000 and increased to \$208,000 in January.
- Other amenities at the airport include branded Wi-Fi, backlit displays, charging stations, zip lines, interactive flight station, “grafinity” paint, coupons for products, Johnson Woolen Mill products, Gravity the Elephant and story, mural by Charlie Hudson, balloon chair.
- Ideas in the works include interactive vendor information displays, more branded parking spaces and rebranding, backlit displays, wall tiles, digital displays, commercials and ads, changing the appearance of the mamava rooms to pods, art with a purpose displays.

8.4 Passenger and Operational Statistics

8.5 Fare Comparison with New Cost Estimate Calculator

8.6 Airport Commission Status List

No reports given.

9.0 AVIATION DIRECTOR’S REPORT

Gene Richards said the earlier discussion about the relationship between South Burlington and the airport was the Director’s Report.

9.1 Update on Sound Mitigation Program/Meetings

No report given.

Pat Nowak asked that the material for the noise mitigation meeting be send to the entire Airport Commission.

10.0 AIRPORT COMMISSIONERS' ITEMS

10.1 Recording Airport Commission Meetings

10.2 Discussion re: South Burlington

No reports given.

11.0 ADJOURNMENT

Next meeting(s) and Agenda:

- April 17, 2017 – Airport Commission meeting, 3 PM
- Agenda items will include an update from Rich Goodwin, DFO

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

VOTING: unanimous (3-0)[Alan Newman and Jeff Schulman not present for vote]; motion carried.

The meeting was adjourned at 5:23 PM.

RScty: MERiordan

To: Airport Commissioners
From: Marie Friedman, CPA
Date: April 21, 2017
Re: Financial Highlights for April 24th 2017 commission meeting

- Revenues are at 67% of budget, compared to 66% last year.
- Parking revenues are up approximately \$55,446 compared to same time frame Year to date, 2016. Monthly revenues were higher than the prior year for September, October and November, December and January.
- Other revenues are very similar to last year, and what we expect. Terminal Rents are higher as we had an increase in FY17 rate.
- Expenditures are at 59% of budget. Seeing savings due to Tax settlement with City of South Burlington
- Debt Coverage score is currently at 2.17 compared 1.93 last year.
- The AIP receivable is \$3,663,157 as of March 31, 2017. BTV has expended \$8,442,096 in AIP projects this Fiscal Year. BTV has collected \$6,825,226 in the first 9 months of this year, with multiple requests into the FAA currently waiting for reimbursement. BTV owes Keybank \$1,902,636 on the Grant Anticipation Note as of March 31st.
- Cash update: BTV owed \$19,902 to the City for pooled cash as of March 31st. BTV also had \$1,238,619 in the Airport International account.
- Budget 2018 planning is in process. We will present the budget to the commission at our May meeting.
- I've added a column to the Budget Performance Report (revenues and expenditures) to show last year, same month, year to date. Alan requested seeing this information. Please let me know if this is helpful.



Budget Performance Report

Fiscal Year to Date 2/28/17

Account	Account Description	Amended Budget	YTD Encumbrances	FY 2017 YTD Transactions	Remaining Balance	% Used/ Rec'd	FY 2016 YTD Transactions
Fund 400 - Airport							
REVENUE							
4247	Fees and Permits	112,100.00	.00	81,715.25	30,384.75	73%	79,495.00
4267	Utility Reimbursement	46,967.00	.00	26,311.04	20,655.96	56%	27,995.41
4275	Rent & Lease	.00	.00	.00	.00	+++	.00
4295	Parking Fees	5,400,000.00	.00	3,529,196.85	1,870,803.15	65%	3,473,751.00
4297	CFC's	1,210,000.00	.00	848,648.00	361,352.00	70%	877,000.00
4345	Advertising Revenues	125,000.00	.00	128,095.91	(3,095.91)	102%	106,884.25
4390	Concessions	250,000.00	.00	180,109.72	69,890.28	72%	168,923.17
4440	Taxi Fees	94,125.00	.00	98,173.00	(4,048.00)	104%	74,830.00
4445	Terminal Rent - Exclusive	1,262,593.00	.00	895,196.99	367,396.01	71%	767,431.38
4450	Terminal Rent - Commonuse	1,625,206.00	.00	1,018,996.05	606,209.95	63%	978,618.66
4455	Terminal Concessions Airport	548,800.00	.00	444,799.94	104,000.06	81%	451,029.22
4460	Rental Car Concessions	1,952,565.00	.00	1,618,928.43	333,636.57	83%	1,569,549.00
4465	Rent Grounds	393,118.00	.00	244,910.37	148,207.63	62%	228,441.47
4470	Rent Buildings	1,114,370.00	.00	780,092.28	334,277.72	70%	864,989.94
4471	Building Rents - Heritage	.00	.00	.00	.00	+++	.00
4475	Landing Fees	1,899,210.00	.00	1,178,037.30	721,172.70	62%	1,133,392.65
4480	PFC Revenue	2,400,000.00	.00	1,398,985.83	1,001,014.17	58%	1,273,553.28
4500	Airport Apron Fees	.00	.00	.00	.00	+++	.00
4505	Terminal Non Airline	583,300.00	.00	398,522.36	184,777.64	68%	389,240.66
4535	Misc Rev	3,000.00	.00	6,367.68	(3,367.68)	212%	3,895.71
4600	Fees For Services	.00	.00	3,550.00	(3,550.00)	+++	5,257.00
4700	Interest / Investment Income	8,500.00	.00	29,589.74	(21,089.74)	348%	18,894.84
4702	Interest Income PFC	4,000.00	.00	3,203.67	796.33	80%	2,202.17
4703	Restricted Interest Income	.00	.00	20,395.16	(20,395.16)	+++	25,010.84
4705	Unrealized Gain/Loss-Invest	.00	.00	(65,499.78)	65,499.78	+++	7,709.55
4750	Gain/Loss On Asset	.00	.00	.00	.00	+++	28,457.31
4825	Interdepartmental	.00	.00	638.13	(638.13)	+++	69.50
4850	Cash Over	.00	.00	942.33	(942.33)	+++	1,447.01
4900	Participant Charges	.00	.00	.00	.00	+++	.00
4925	Proceeds	.00	.00	.00	.00	+++	.00
4961	Property Tax Reimbursement - Airport	208,000.00	.00	95,009.38	112,990.62	46%	131,452.34
REVENUE TOTALS		\$19,240,854.00	\$0.00	\$12,964,915.63	\$6,275,938.37	67%	\$12,689,521.36
EXPENSE							
5000	Salaries and Wages	2,480,000.00	.00	1,494,052.19	985,947.81	60%	1,416,297.55
5100	Overtime	257,000.00	.00	230,861.72	26,138.28	90%	151,325.64
5200	Other Personal Service	185,400.00	.00	127,477.87	57,922.13	69%	89,496.14
5400	Employee Benefits	1,221,217.00	20,184.88	706,390.61	494,641.51	59%	830,913.74
6000	Office Supplies	13,000.00	123.49	5,069.68	7,806.83	40%	3,685.19
6005	Postage	2,000.00	.00	1,091.65	908.35	55%	781.15
6007	Shipping and Moving	6,000.00	478.00	2,258.88	3,263.12	46%	1,920.81
6010	Computer Equipment	22,500.00	1,624.46	3,951.00	16,924.54	25%	4,636.14
6015	Computer Software	8,200.00	.00	781.00	7,419.00	10%	1,889.00



Budget Performance Report

Fiscal Year to Date 2/28/17

Account	Account Description	Amended Budget	YTD Encumbrances	FY 2017 YTD Transactions	Remaining Balance	% used/ Rec'd	FY 2016 YTD Transactions
6017	Computer Licensing and Maint.	51,900.00	1,000.00	37,237.66	13,662.34	74%	19,431.37
6020	Office Equipment	5,000.00	467.90	1,670.63	2,861.47	43%	650.00
6025	Furnishings	5,000.00	.00	.00	5,000.00	0%	.00
6200	Medical Fees And Supplies	4,000.00	231.38	4,507.16	(738.54)	118%	2,271.61
6202	Printing/Copying/Paper Mgt	16,500.00	5,556.00	8,162.70	2,781.30	83%	1,025.86
6203	Dues/Subscriptions	81,525.00	4,257.99	48,687.66	28,579.35	65%	65,043.39
6205	Cash Short	.00	.00	2,648.62	(2,648.62)	+++	5,015.91
6206	Custodian Supplies	73,500.00	.00	34,043.25	39,456.75	46%	40,946.85
6208	Special Supplies	17,000.00	648.28	7,765.14	8,586.58	49%	6,439.86
6210	Small Tools and Equipment	18,500.00	607.89	7,922.98	9,969.13	46%	11,986.28
6211	Specialized Equipment	.00	.00	.00	.00	+++	.00
6212	Fuel	100,000.00	863.25	72,874.14	26,262.61	74%	32,470.57
6214	Clothing And Uniforms	4,000.00	.00	1,375.66	2,624.34	34%	1,153.88
6215	Uniform Laundering	19,000.00	4,090.02	8,909.98	6,000.00	68%	11,390.35
6216	Oil & Grease & Antifreeze	15,700.00	1,263.74	8,108.84	6,327.42	60%	12,930.30
6222	Runway De-Ice	150,000.00	26,083.99	73,916.01	50,000.00	67%	.00
6300	Repair & Maintenance	635,000.00	130,247.84	234,984.91	269,767.25	58%	439,983.00
6350	Legal Notice & Advertising	3,000.00	.00	.00	3,000.00	0%	.00
6400	Utilities	1,437,000.00	2,339.11	749,302.29	685,358.60	52%	869,715.20
6500	Professional and Consultant Services	1,314,000.00	49,014.37	525,316.63	739,669.00	44%	568,870.00
6530	Rentals	8,500.00	.00	.00	8,500.00	0%	.00
6600	Maintenance Contracts	299,000.00	44,475.02	168,650.33	85,874.65	71%	145,152.79
6605	Radio Maintenance	15,000.00	1,800.00	5,330.50	7,869.50	48%	7,520.50
6610	Custodial Contracts	698,000.00	214,497.38	438,289.39	45,213.23	94%	441,000.00
6615	Property Repairs	130,000.00	30,829.50	41,391.36	57,779.14	56%	23,598.50
6620	Contractual Vehicle Repair	6,000.00	.00	539.99	5,460.01	9%	5,228.08
6625	Equipment Maintenance Repairs	125,000.00	22,350.89	73,518.04	29,131.07	77%	74,793.11
6700	Travel & Training	73,000.00	1,653.71	39,138.67	32,207.62	56%	15,063.97
6800	Fees for Services	52,300.00	.00	38,750.63	13,549.37	74%	26,349.53
7002	Interest Expense	.00	.00	.00	.00	+++	.00
7004	Interest Expense - Restricted	10,000.00	.00	24.56	9,975.44	0	8,002.53
7200	Capital Leases	358,000.00	.00	238,666.66	119,333.34	67%	242,647.46
7230	Insurance	245,350.00	.00	137,001.42	108,348.58	56%	184,632.73
7303	Regulatory and Bank Fees	124,900.00	.00	103,493.97	21,406.03	83%	107,350.88
7312	Real Estate Taxes	1,592,200.00	154,956.74	521,951.57	915,291.69	43%	1,030,725.40
8005	Vehicle/Equipment Repairs	.00	.00	.00	.00	+++	.00
8015	Indirect Fees	358,675.00	.00	239,120.00	119,555.00	67%	229,071.04
8016	Risk Management	.00	.00	.00	.00	+++	.00
8017	Indirect Fees - City Attorney	36,123.00	.00	24,080.00	12,043.00	67%	6,616.00
8018	Management Fee - Parking Garage	50,000.00	.00	33,333.33	16,666.67	67%	377,876.43
8035	FAA - Airport Security	.00	.00	.00	.00	+++	.00
8095	Interest On Pooled Cash	9,500.00	.00	292.45	9,207.55	3%	3,516.46
8135	Airport Security To Police	1,130,052.00	.00	753,376.00	376,676.00	67%	676,000.00
Operating EXPENSE TOTALS		\$13,467,542.00	\$719,645.83	\$7,256,317.73	\$5,491,578.44	59%	8,195,944.46
Operating Profit				\$5,708,597.90			\$4,493,576.90



TREND ANALYSIS
For Fiscal Years 2016 and 2017
Year-To-Date Revenue Comparisons



FY	Period 1 Jul	Period 2 Aug	Period 3 Sep	Period 4 Oct	Period 5 Nov	Period 6 Dec	Period 7 Jan	Period 8 Feb	Period 9 Mar	Period 10 Apr	Period 11 May	Period 12 Jun
2016	56,798	119,970	176,569	238,695	287,001	335,160	380,129	451,028	498,731	546,233	596,124	644,576
2017	64,827	130,163	184,721	246,563	294,311	347,366	396,610	444,799	444,799	444,799	444,799	444,799
2016	240,324	552,535	748,826	977,338	1,124,975	1,273,200	1,421,448	1,569,549	1,717,834	1,826,344	1,976,331	2,180,303
2017	218,412	557,364	766,493	1,004,623	1,156,400	1,311,365	1,471,326	1,618,928	1,618,928	1,618,928	1,618,928	1,618,928
2016	149,347	300,822	447,804	601,990	735,405	871,127	1,002,428	1,133,393	1,270,187	1,392,703	1,518,523	1,671,291
2017	160,576	329,511	482,084	643,559	777,614	920,583	1,055,063	1,178,037	1,178,037	1,178,037	1,178,037	1,178,037
2016	410,392	824,622	1,240,664	1,747,264	2,211,974	2,590,059	3,010,401	3,473,751	3,998,643	4,525,478	4,999,154	5,408,940
2017	390,960	804,755	1,250,693	1,772,205	2,248,827	2,648,028	3,093,723	3,529,197	3,529,197	3,529,197	3,529,197	3,529,197
2016	160,052	312,196	444,132	591,724	666,660	736,308	807,060	877,000	948,264	1,022,596	1,121,116	1,245,260
2017	146,112	243,164	380,988	540,004	619,808	699,248	780,336	848,648	848,648	848,648	848,648	848,648
2016	\$ 1,016,913	\$ 2,110,146	\$ 3,057,996	\$ 4,157,010	\$ 5,026,014	\$ 5,805,853	\$ 6,621,466	\$ 7,504,721	\$ 8,433,659	\$ 9,313,354	\$ 10,211,248	\$ 11,150,370
2017	\$ 980,887	\$ 2,064,957	\$ 3,064,978	\$ 4,206,953	\$ 5,096,959	\$ 5,926,589	\$ 6,797,059	\$ 7,619,609	\$ 7,619,609	\$ 7,619,609	\$ 7,619,609	\$ 7,619,609

Monthly Revenue Comparison

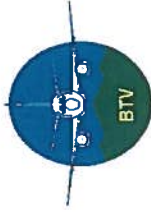
FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
2016	56,798	63,172	56,599	62,125	48,306	48,159	44,970	70,899	47,703	47,502	49,891	57,381	653,505
2017	64,827	65,336	54,558	61,842	47,748	53,055	49,244	48,189	47,703	47,502	49,891	57,381	444,799
2016	201,784	312,211	196,291	228,511	147,637	148,226	148,248	148,102	148,285	108,510	149,987	(26,431)	1,911,361
2017	218,412	338,952	209,129	238,130	151,777	154,965	159,962	147,601	148,285	108,510	149,987	(26,431)	1,618,928
2016	149,347	151,476	146,982	154,185	133,415	135,722	131,301	130,965	136,794	122,516	125,820	152,768	1,671,291
2017	160,576	168,935	152,573	161,475	134,055	142,969	134,481	122,974	136,794	122,516	125,820	152,768	1,178,037
2016	410,392	414,230	416,042	506,600	464,710	375,803	420,342	463,434	524,892	526,835	473,676	409,786	5,406,742
2017	390,960	413,795	445,938	521,512	476,622	399,201	445,695	435,474	524,892	526,835	473,676	409,786	3,529,197
2016	143,532	152,144	131,936	147,592	74,936	69,648	70,752	69,940	71,264	74,332	98,520	124,144	1,228,740
2017	146,112	97,052	137,824	159,016	79,804	79,440	81,088	68,312	71,264	74,332	98,520	124,144	848,648
2016	\$ 961,853	\$ 1,093,233	\$ 947,850	\$ 1,099,014	\$ 869,004	\$ 777,557	\$ 815,613	\$ 883,339	\$ 928,938	\$ 879,695	\$ 897,894	\$ 717,648	\$ 10,871,638
2017	\$ 980,887	\$ 1,084,070	\$ 1,000,022	\$ 1,141,975	\$ 890,006	\$ 829,630	\$ 870,470	\$ 822,549	\$ -	\$ -	\$ -	\$ -	\$ 7,619,609



Burlington International Airport

Fiscal Year 2017

Debt Coverage Score



DESCRIPTION	July	August	September	October	November	December	January	February
Total Revenue	1,452,203	2,878,916	4,863,332	6,788,615	8,333,359	9,822,891	11,319,620	12,964,916
Less: PFC Revenue	0	(175,698)	(365,936)	(658,937)	(789,652)	(921,365)	(1,078,390)	(1,398,986)
Less: PFC Interest Income	(368)	(788)	(1,222)	(1,604)	(1,986)	(2,385)	(2,788)	(3,204)
Total Net Revenue	1,451,835	2,702,430	4,496,174	6,128,074	7,541,721	8,899,141	10,238,442	11,562,726
Operating Expenses	804,033	1,335,662	2,394,070	3,583,851	4,694,654	5,398,616	6,311,550	7,256,318
Total Net Operating Income	637,418	1,366,768	2,102,104	2,544,223	2,847,067	3,500,525	3,926,892	4,306,408
+ PFC available for Debt Service	98,022	196,044	294,066	392,088	490,110	588,132	686,154	784,176
Funds Available for Debt Service	735,440	1,562,812	2,396,170	2,936,311	3,337,177	4,088,657	4,613,046	5,090,584
* + Debt Principal & Interest Payments	304,162	608,323	912,485	1,216,646	1,520,808	1,824,969	2,129,131	2,433,292
Debt Service Coverage Score - Methodology#1	2.42	2.57	2.63	2.41	2.19	2.24	2.17	2.09
Apply 125% PFC Revenue towards debt	24,506	49,011	73,517	98,022	122,528	147,033	171,539	196,044
Funds Available for Debt Service	759,946	1,611,823	2,469,687	3,034,333	3,459,705	4,235,690	4,784,584	5,286,628
Debt Service Coverage Score - Methodology#2	2.50	2.65	2.71	2.49	2.27	2.32	2.25	2.17
Fiscal Year 2016								
Debt Coverage Score								
Debt Service Coverage Score - Methodology#1	2.84	2.90	2.39	2.50	2.46	2.13	1.90	1.85
Debt Service Coverage Score - Methodology#2	2.92	2.98	2.47	2.58	2.54	2.21	1.98	1.93



**BURLINGTON INTERNATIONAL AIRPORT
ACCOUNTS RECEIVABLE
AIP PROJECTS
AS of March 31, 2017**



NW FUND	AIP #	PROJECT DESCRIPTION	A/R BALANCE 06/30/16	TOTAL PROJECT EXPENSES FY 2017	GRANT %	% OF PROJECT EXPENSES FY 2017	REIMBURSE- MENTS FY 2017	A/R BALANCE 02/28/17
								-
402		BEACON REPLACEMENT	-	-	98%	-	-	-
403	109	LAND ACQUISITION 17	-	2,780,597	96%	2,669,373	(1,195,212)	1,474,161
404	87	LAND ACQUISITION 2011	3,344				(3,344)	-
405	84	LAND ACQUISITION 2010 phase 2	1,015				(1,015)	-
407	88	LAND 2011B	59,248	1,352	98%	1,324.96	-	60,573
409	81	LAND 2010 PROPERTIES	67,115	-	98%	-	-	67,115
413	110	NCP STUDY UPDATE 2016	-	6,229	96%	5,979	-	5,979
426	78	LAND 2010 NOISE	1,991		98%	-	(1,991)	0
430	91	PART 150 NEM UPDATE	3,342		96%	-	-	3,342
432	92	LAND 2012 NOISE	76,044	270,989	96%	260,149.21	(317,124)	19,069
433	94	LAND 2012 B NOISE	60,713	66,999	96%	64,319	-	125,032
436	97	DESIGN UPDATE SECURITY	64,386	-	96%	-	(54,452)	9,934
437	98	LAND 1998	321				(321)	0
439	100	AIR CARRIER APRON PHASE 1	34,318	(18)	96%	(18)	(32,222)	2,078
440	101	SECURITY SYSTEM UPDATE	189,036	1,521	96%	1,460	(179,042)	11,454
442	105	LAND ACQUISITION FY 15	221,002	97,695	96%	93,787	(304,951)	9,838
443	106	GLYCOL PROJECT	258,142	1,998,802	96%	1,918,850	(1,879,686)	297,306
444	103	AIR CARRIER APRON PHASE II	220,738	55,661	96%	53,435	-	274,173
445	104	TAXIWAY K CONSTRUCTION	820,135	941,028	96%	903,387	(1,582,001)	141,521
446	108	LAND ACQUISITION 2016	14,664	1,798,182	96%	1,726,255	(1,198,704)	542,214
447		TAXIWAY ALPHA CONSTRUCTION	88,348	125,298	96%	120,286	-	208,635
448		TAXIWAY GULF CONSTRUCTION	138,179	263,126	96%	252,601	-	390,780
449	107	AIR CARRIER APRON PHASE 3	61,862	34,636	96%	33,250	(75,161)	19,951
								-
TOTALS			2,383,944	\$ 8,442,096		\$ 8,104,439	\$ (6,825,226)	\$ 3,663,157

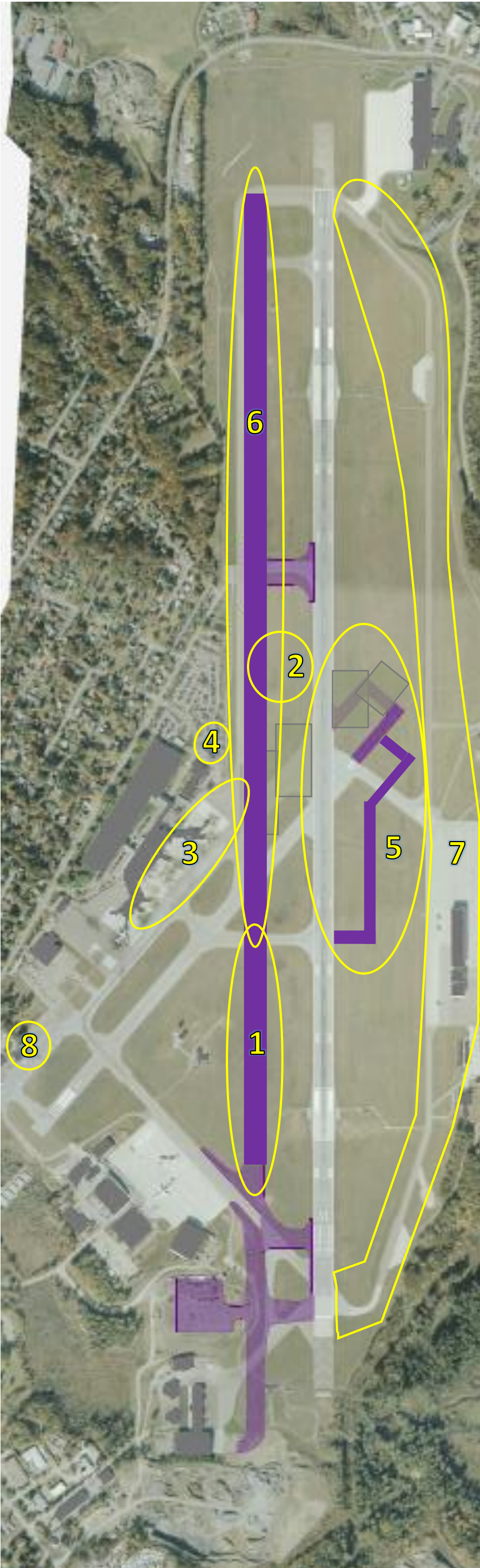
Burlington International Airport

Cash and Investments

March 31, 2017

<u>Account</u>	<u>Account Description</u>	<u>Balance</u>
1000_400	Bank Account Airport	1,238,619
1000_415	Bank Account Airport - Prepaid Cash Acct TD	488,705
1000_420	Bank Account CFC	4,018,103
1000_474	Cash Restricted Burl Arpt 2014 A Debt Serv. Res	1,425,210
1050_400	Cash Restricted Air Debt Service Fund	2,034,572
1050_420	Cash Restricted Escrows - Airport PFC TD Bank	2,989,714
1050_425	Cash Restricted Escrows - Airport - Op Maint Res	3,300,920
1050_430	Cash Restricted Esc - Airport Res Acct - TD Bank	216,651
1050_487	Cash Restricted Airport Debt Service Res. 2012 A	1,651,663
1050_488	Cash Restricted Airport Debt Service Res. 2012 B	652,145
1050_496	Cash Restricted AIP Deposit Keybank	34,642
1050_495	Projects Operating Acct/Escrow GAN Keybank	48
Total Cash and Investments		<u>18,050,992</u>
1100_999	(Due To) / Due From Pooled Cash	<u>(19,902)</u>

Construction Update Report



Open Projects

- 1. Taxiway K Construction.** Taxiway K was opened for use in mid-July! There are a few more items to do under this construction contract with respect to revised signage and pavement markings on the south end of Taxiway K, which will occur early in the 2017 construction season. These final work tasks resulted from discussions during the 2016 Runway Safety Action Team meeting, and the Taxiway K project was a great opportunity to fund the work through the AIP Program. The work includes some sign and pavement marking changes and will result in a new Taxiway P.
- 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 not operating up to current standards and regulations. The upgrades include a new concrete holding tank and larger pipes and pumps to accommodate more treatment capacity for stormwater runoff. The project was substantially completed in January 2017 and it currently in operation. There are a few remaining tasks that will be completed in the spring to close this project out.

Future Projects

- 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 in 2015. We requested funding for Phase 3 and 4 last year and FAA approved the full request! The grant offer, however, came so late in Federal Fiscal Year 2016, that work had to be delayed until March or April 2017. The project will continue throughout the entire 2017 construction season.
- 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. The design of the facility is complete, and permit approvals have been obtained. The bid process will begin as soon as we have approval from BTV and the car rental companies on the construction process.
- 5. Taxiway B Extension.** 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, 2015, 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 design for this project is complete and permit applications have been approved. The project is expected to begin in late summer of 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 or 3 years to complete. Construction is scheduled for 2017-2019 and we are currently working on the design and permits. The construction schedule will overlap with Taxiway B extension, so coordination between the projects is essential.
- 7. Vermont Air National Guard.** VTANG is widening and reconstructing their apron, as well as Taxiways Delta and Foxtrot from 2016 to 2018. Demolition work associated with Taxiway F began in October 2016.
- 8. Relocating the Airport Beacon.** During the annual FAA Part 139 Certification Inspection in September 2016, it was noted that the airport beacon was not up to current standards and regulations. The number of rotations per minute is too low and some trees in the adjacent cemetery are potentially blocking the beacon. BTV is planning to replace the existing beacon with a new beacon that meets current regulations. This is considered maintenance work as we are not changing the height or location of the beacon, just upgrading to a new apparatus.

Burlington International Airport

Passenger and Operational Statistics

March 2017



**Data not Audited	<u>March 2017</u>	<u>March 2016</u>	<u>% Change</u>	<u>FY2017 YTD</u>	<u>FY2016 YTD</u>	<u>% Change</u>
Enplaned Passengers	46,600	46,759	-0.34%	457,058	449,968	1.58%
Deplaned Passengers	48,924	50,145	-2.43%	451,309	446,451	1.09%
Total Passengers	95,524	96,904	-1.42%	908,367	896,419	1.33%
Departing Load Factor	85%	78%		84%	81%	
Departing Seat Capacity (Actual)	54,816	60,000	-8.64%	547,183	552,367	-0.94%
Total Cargo Tonnage Enplaned	180	203				
Total Cargo Tonnage Deplaned	304	456				
Total Landed Weight	56,077,652	62,472,419	-10.24%	564,788,295	571,183,062	-1.12%
FY Commercial Landings	779	864	-9.84%	7,843	8,094	-3.10%
FY Cancellations	33	8	312.50%	184	182	1.10%
FY Canceled Seats	2420	457	429.54%	11,390	11,515	-1.09%

**Data not audited

One Month Behind on Reporting:

	<u>March 2017</u>	<u>March 2016</u>		<u>FY2017 YTD</u>	<u>FY2016 YTD</u>	<u>% Change</u>
Air Carriers	717	877	-18.2%	8255	9436	-12.5%
Air Taxi	1129	1205	-6.3%	11600	10148	14.3%
General Aviation	1239	1140	8.7%	15971	15363	4.0%
Military	188	259	-27.4%	3112	2677	16.2%
Total BTV Operations	3,273	3,481	-6.0%	38,938	37,624	3.5%

*** 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

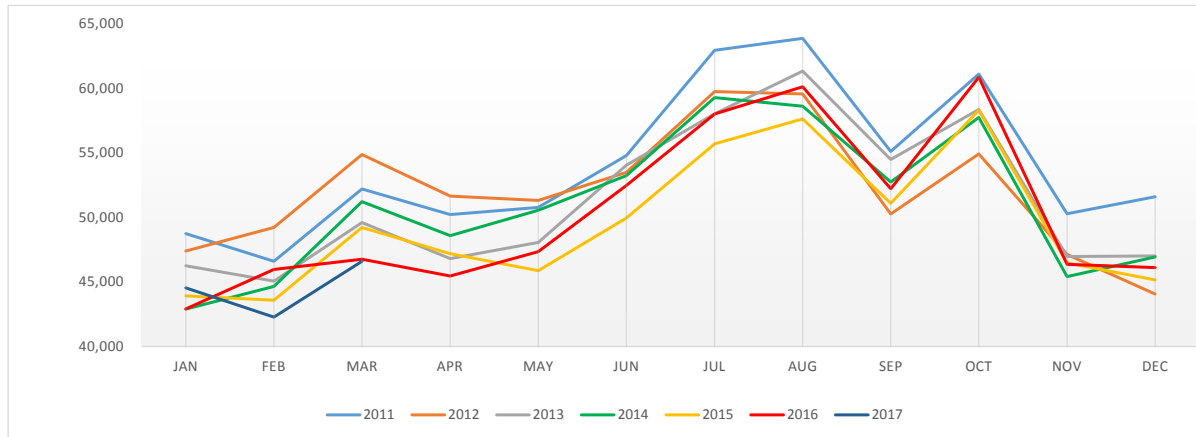
Burlington International Airport
 Passenger and Operational Statistics
March 2017



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	45,416	46,928	611,805
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
2016	42,913	45,975	46,759	45,467	47,350	52,466	57,997	60,108	52,211	60,850	46,359	46,117	604,572
2017	44,537	42,279	46,600										

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	564,877	611,805
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
2016 YTD	42,913	88,888	135,647	181,114	228,464	280,930	338,927	399,035	451,246	512,096	558,455	604,572
2017 YTD	44,537	86,816	133,416									



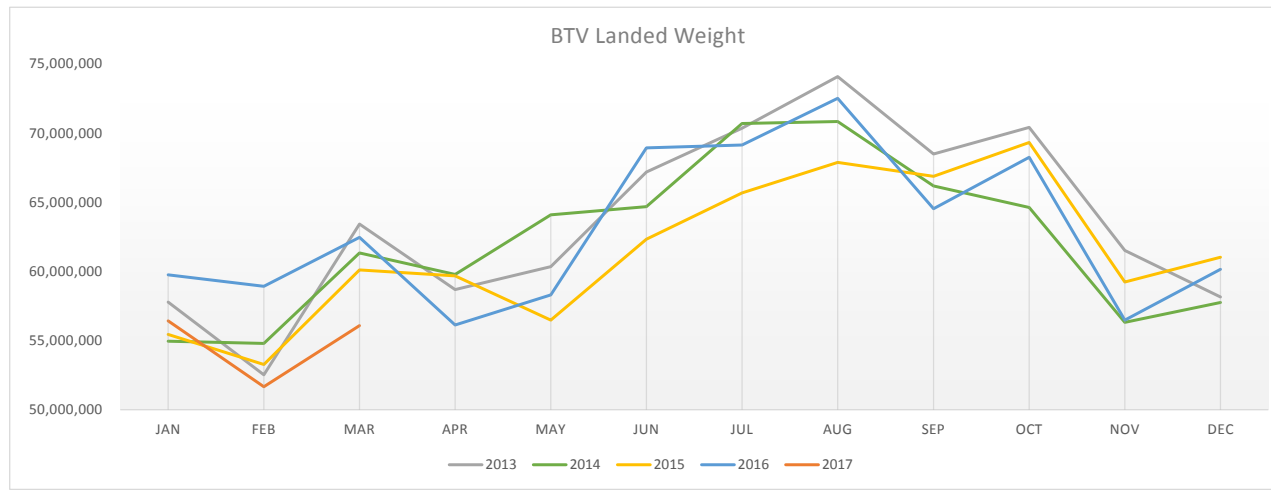
Airline	March 2017	March 2016	% Change	2017 Share	FY2017 YTD	FY2016 YTD	% Change	17 YTD Share
United	13,601	13,916	-2%	29.2%	147,965	143,373	3%	32.4%
American	14,221	12,575	13%	30.5%	133,539	119,475	12%	29.2%
Delta	10,998	10,154	8%	23.6%	93,261	97,893	-5%	20.4%
Jetblue	7,495	8,391	-11%	16.1%	74,201	76,837	-3%	16.2%
Porter	184	278	0%	0.4%	642	1,135	-43%	0.1%
Allegiant	101	1,445	-93%	0.2%	7,450	11,255	-34%	1.6%
Subtotal	46,600	46,759	-0.34%	100%	457,058	449,968	1.58%	100%

Burlington International Airport
 Passenger and Operational Statistics
March 2017



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	61,031,736	737,344,770
2016	59,752,887	58,922,944	62,472,419	56,126,273	58,299,349	68,943,708	69,153,418	72,522,917	64,540,095	68,253,802	56,486,325	60,158,144	755,632,281
2017	56,426,320	51,662,077	56,077,652										



Airline	March 2017	March 2016	% Change	2017 Share	2017 YTD	2016 YTD	% Change	17 YTD Share
American	17,520,342	18,099,150	-3%	31.2%	157,455,048	156,008,517	1%	28.3%
United	14,521,615	15,322,532	-5%	25.9%	152,439,648	154,134,875	-1%	27.4%
Delta	12,875,800	13,050,662	-1%	23.0%	110,461,300	118,433,407	-7%	19.9%
JetBlue	5,321,792	9,021,000	-41%	9.5%	81,984,018	87,131,386	-6%	14.8%
Allegiant	139,500	1,553,386	-91%	0.2%	8,448,619	11,675,628	-28%	1.5%
Porter	484,000	302,500	60%	0.9%	1,719,000	1,661,022	3%	0.3%
Federal Expr	4,554,000	4,554,000	0%	8.1%	37,818,000	37,422,000	1%	6.8%
Wiggins	660,603	569,189	16%	1.2%	5,210,117	4,716,227	10%	0.9%
Total	56,077,652	62,472,419	-10%	100%	555,535,750	571,183,062	-3%	100%

True Cost Calculator Based on \$50,000 Income

Date Completed			10/7/2016	1/16-1/21	11/15/2016	2/13-2/18	1/13/2017	3/13-3/18	2/15/2017	4/17-4/22	3/7/2017	5/15-5/20	4/12/2017	06/12-06/16
FROM:	TO Destination:	Code	\$	Difference	\$	Difference	\$	Difference	\$	Difference	\$	Difference	\$	Difference
BTV	Washington, D.C. National	DCA	\$ 395.76		\$ 279.68		\$ 279.64		\$ 506.02		\$ 301.02		\$ 380.00	
BOS			\$ 743.22	\$ (347.46)	\$ 683.26	\$ (403.58)	\$ 733.26	\$ (453.62)	\$ 1,038.13	\$ (532.11)	\$ 777.93	\$ (476.91)	\$ 209.00	\$ 171.00
MHT			\$ 651.84	\$ (256.08)	\$ 627.78	\$ (348.10)	\$ 627.82	\$ (348.18)	\$ 876.71	\$ (370.69)	\$ 627.37	\$ (326.35)	\$ 331.00	\$ 49.00
BTV	Baltimore, MD	BWI	\$ 537.76		\$ 420.68		\$ 420.64		\$ 510.02		\$ 470.02		\$ 587.35	
BOS			\$ 673.22	\$ (135.46)	\$ 663.26	\$ (242.58)	\$ 683.26	\$ (262.62)	\$ 722.13	\$ (212.11)	\$ 660.93	\$ (190.91)	\$ 688.83	\$ (101.48)
MHT			\$ 744.84	\$ (207.08)	\$ 644.78	\$ (224.10)	\$ 644.82	\$ (224.18)	\$ 1,187.71	\$ (677.69)	\$ 826.37	\$ (356.35)	\$ 840.49	\$ (253.14)
BTV	Washington Dulles, VA	IAD	\$ 299.76		\$ 369.68		\$ 369.64		\$ 416.02		\$ 352.02		\$ 394.35	
BOS			\$ 723.22	\$ (423.46)	\$ 673.26	\$ (303.58)	\$ 745.26	\$ (375.62)	\$ 1,101.13	\$ (685.11)	\$ 766.93	\$ (414.91)	\$ 782.83	\$ (388.48)
MHT			\$ 764.84	\$ (465.08)	\$ 746.78	\$ (377.10)	\$ 746.82	\$ (377.18)	\$ 1,073.71	\$ (657.69)	\$ 817.37	\$ (465.35)	\$ 688.49	\$ (294.14)
BTV	Las Vegas, NV	LAS	\$ 499.76		\$ 372.68		\$ 372.64		\$ 592.02		\$ 532.02		\$ 648.35	
BOS			\$ 803.22	\$ (303.46)	\$ 909.26	\$ (536.58)	\$ 929.26	\$ (556.62)	\$ 1,049.13	\$ (457.11)	\$ 830.93	\$ (298.91)	\$ 842.83	\$ (194.48)
MHT			\$ 797.84	\$ (298.08)	\$ 851.78	\$ (479.10)	\$ 851.82	\$ (479.18)	\$ 906.71	\$ (314.69)	\$ 799.37	\$ (267.35)	\$ 838.49	\$ (190.14)
BTV	Chicago, IL	ORD	\$ 454.76		\$ 509.68		\$ 420.64		\$ 721.02		\$ 552.02		\$ 731.35	
BOS			\$ 703.22	\$ (248.46)	\$ 698.26	\$ (188.58)	\$ 758.26	\$ (337.62)	\$ 1,102.13	\$ (381.11)	\$ 704.93	\$ (152.91)	\$ 823.83	\$ (92.48)
MHT			\$ 603.84	\$ (149.08)	\$ 733.78	\$ (224.10)	\$ 851.52	\$ (430.88)	\$ 945.71	\$ (224.69)	\$ 711.37	\$ (159.35)	\$ 783.49	\$ (52.14)
BTV	JFK, NY	JFK	\$ 214.76		\$ 256.64		\$ 266.64		\$ 424.02		\$ 380.02		\$ 337.35	
BOS			\$ 733.22	\$ (518.46)	\$ 683.26	\$ (426.58)	\$ 749.26	\$ (482.62)	\$ 924.13	\$ (500.11)	\$ 713.93	\$ (333.91)	\$ 669.83	\$ (332.48)
MHT			\$ 770.84	\$ (556.08)	\$ 821.78	\$ (565.10)	\$ 821.82	\$ (555.18)	\$ 1,070.71	\$ (646.69)	\$ 791.37	\$ (411.35)	\$ 893.49	\$ (556.14)
BTV	LaGuardia, NY	LGA	\$ 199.76		\$ 215.68		\$ 220.64		\$ 428.02		\$ 346.02		\$ 319.35	
BOS			\$ 683.22	\$ (483.46)	\$ 683.26	\$ (467.58)	\$ 683.26	\$ (462.62)	\$ 793.13	\$ (365.11)	\$ 692.93	\$ (346.91)	\$ 669.83	\$ (350.48)
MHT			\$ 637.84	\$ (438.08)	\$ 682.78	\$ (467.10)	\$ 682.82	\$ (462.18)	\$ 819.71	\$ (391.69)	\$ 648.37	\$ (302.35)	\$ 629.49	\$ (310.14)
BTV	Detroit, MI	DTW	\$ 590.76		\$ 740.68		\$ 745.64		\$ 739.02		\$ 386.02		\$ 738.35	
BOS			\$ 770.22	\$ (179.46)	\$ 749.26	\$ (8.58)	\$ 739.26	\$ 6.38	\$ 808.13	\$ (69.11)	\$ 714.93	\$ (328.91)	\$ 702.83	\$ 35.52
MHT			\$ 784.84	\$ (194.08)	\$ 767.78	\$ (27.10)	\$ 767.82	\$ (22.18)	\$ 862.71	\$ (123.69)	\$ 813.37	\$ (427.35)	\$ 773.49	\$ (35.14)
BTV	Newark, NJ	EWR	\$ 234.76		\$ 199.69		\$ 745.64		\$ 505.02		\$ 341.02		\$ 344.35	
BOS			\$ 714.22	\$ (479.46)	\$ 683.26	\$ (483.57)	\$ 739.26	\$ 6.38	\$ 787.13	\$ (282.11)	\$ 703.93	\$ (362.91)	\$ 675.83	\$ (331.48)
MHT			\$ 629.84	\$ (395.08)	\$ 706.78	\$ (507.09)	\$ 767.82	\$ (22.18)	\$ 892.71	\$ (387.69)	\$ 664.37	\$ (323.35)	\$ 768.49	\$ (424.14)
BTV	Atlanta, GA	ATL	\$ 559.76		\$ 601.68		\$ 601.64		\$ 675.02		\$ 419.02		\$ 658.35	
BOS			\$ 719.22	\$ (159.46)	\$ 719.26	\$ (117.58)	\$ 725.26	\$ (123.62)	\$ 903.13	\$ (228.11)	\$ 676.93	\$ (257.91)	\$ 677.83	\$ (19.48)
MHT			\$ 683.84	\$ (124.08)	\$ 823.78	\$ (222.10)	\$ 823.82	\$ (222.18)	\$ 937.71	\$ (262.69)	\$ 658.37	\$ (239.35)	\$ 628.49	\$ 29.86
BTV	Fort Lauderdale, FL	FLL	\$ 375.76		\$ 351.68		\$ 366.64		\$ 590.02		\$ 372.02		\$ 411.35	
BOS			\$ 793.22	\$ (417.46)	\$ 751.26	\$ (399.58)	\$ 786.26	\$ (419.62)	\$ 899.13	\$ (309.11)	\$ 714.93	\$ (342.91)	\$ 724.83	\$ (313.48)
MHT			\$ 667.84	\$ (292.08)	\$ 694.78	\$ (343.10)	\$ 694.82	\$ (328.18)	\$ 874.71	\$ (284.69)	\$ 667.37	\$ (295.35)	\$ 640.49	\$ (229.14)
BTV	Denver, CO	DEN	\$ 437.76		\$ 421.68		\$ 421.64		\$ 551.02		\$ 494.02		\$ 574.35	
BOS			\$ 928.22	\$ (490.46)	\$ 813.26	\$ (391.58)	\$ 907.26	\$ (485.62)	\$ 1,084.13	\$ (533.11)	\$ 837.93	\$ (343.91)	\$ 1,029.83	\$ (455.48)
MHT			\$ 728.84	\$ (291.08)	\$ 802.78	\$ (381.10)	\$ 802.82	\$ (381.18)	\$ 997.71	\$ (446.69)	\$ 772.37	\$ (278.35)	\$ 920.49	\$ (346.14)
BTV	Los Angeles, CA	LAX	\$ 495.76		\$ 442.68		\$ 442.64		\$ 614.02		\$ 544.02		\$ 734.35	
BOS			\$ 873.22	\$ (377.46)	\$ 883.26	\$ (440.58)	\$ 945.26	\$ (502.62)	\$ 1,002.13	\$ (388.11)	\$ 882.93	\$ (338.91)	\$ 952.83	\$ (218.48)
MHT			\$ 644.84	\$ (149.08)	\$ 782.78	\$ (340.10)	\$ 782.82	\$ (340.18)	\$ 969.71	\$ (355.69)	\$ 898.37	\$ (354.35)	\$ 1,050.49	\$ (316.14)
BTV	Charlotte, NC	CLT	\$ 393.76		\$ 498.68		\$ 498.64		\$ 468.02		\$ 39.02		\$ 568.35	
BOS			\$ 759.22	\$ (365.46)	\$ 701.26	\$ (202.58)	\$ 810.26	\$ (311.62)	\$ 907.13	\$ (439.11)	\$ 827.93	\$ (788.91)	\$ 756.83	\$ (188.48)
MHT			\$ 695.84	\$ (302.08)	\$ 644.78	\$ (146.10)	\$ 644.82	\$ (146.18)	\$ 842.71	\$ (374.69)	\$ 644.37	\$ (605.35)	\$ 903.49	\$ (335.14)
Cumulative Average Difference				\$ (322.27)		\$ (342.92)		\$ (332.43)		\$ (387.98)		\$ (322.98)		\$ (212.29)
BOS Average Difference			BOS	\$ (352.10)	BOS	\$ (329.51)	BOS	\$ (340.12)	BOS	\$ (384.40)	BOS	\$ (355.70)	BOS	\$ (198.59)
MHT Average Difference			MHT	\$ (294.08)	MHT	\$ (332.24)	MHT	\$ (309.94)	MHT	\$ (394.26)	MHT	\$ (343.71)	MHT	\$ (233.06)



BURLINGTON INTERNATIONAL AIRPORT

MEMO

TO: Airport Commission

FROM: Burlington International Airport Staff

DATE: April 5, 2017

SUBJECT: Contract with Applied Research Associates, Inc. for Safety Assessment

The Burlington International Airport (BTV) seeks Airport Commission approval to enter into and execute a contract with Applied Research Associates, Inc. in the amount of **\$28,272.00** for a Safety Assessment of upcoming FAA Airport Improvement Program (AIP) Projects.

A Safety Assessment is always performed for AIP Projects. The assessment is generally performed through FAA's review and approval of the Construction Safety and Phasing Plan for a particular project when the project is considered straightforward. FAA has the right to request a more robust Safety Assessment Process on any project that poses unusual concerns. Given the number of construction projects planned for BTV over the next couple of year, in addition to the work being performed by the Air Guard, FAA is requiring a more robust Safety Assessment Process to cover all upcoming construction projects. This work will be submitted under the grant application for Taxiway G for reimbursement by the FAA under the AIP Program.

The scope of work associated with this Safety Assessment includes the following services:

- Review of the various project Construction Safety and Phasing Plans and initial assessment of risks and mitigation strategies
- Facilitated meetings with all airport stakeholders with an overview of each project, the initial risk assessment, and group discussion
- A final report for FAA's use in reviewing and approving the Construction Safety and Phasing Plans

Thank you for your continued support.

1200 Airport Drive, #1
South Burlington, Vermont 05403

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



31 March 2017

Amanda Clayton, PE
Director of Engineering and Environmental Compliance
Burlington International Airport
1200 Airport Drive #1
South Burlington, VT 05403

Subject: Airport Safety Assessment

Dear Ms. Clayton:

Applied Research Associates, Inc. (ARA) is pleased to provide a scope of work and cost breakdown for Safety Assessment services for construction work at Burlington International Airport.

We have worked to include two separate safety assessment meetings and reports into a single proposal. The cost proposal realizes savings by combining meeting preparation and by scheduling both safety assessment panel meetings on consecutive days. All work will comply with FAA guidance for safety assessments and will result in documentation that will support FAA review and approval of Construction Safety and Phasing Plans for work performed by the Vermont Air National Guard and the Burlington International Airport.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard H. Speir".

Richard H. Speir, P.E.
Vice President and
Principal Engineer

Safety Assessment Support Services

Burlington International Airport

Airfield Construction Projects

Preliminary Scope of Work

1. General Expectations

Burlington International Airport (BTV) is preparing for substantial airfield construction work over the next few years. These projects will be managed by the airport under the FAA Airport Improvement Program (AIP) and by the Vermont Air National Guard (VTANG) which is co-located at the airport as follows:

- Burlington International Airport
 - Air Carrier Apron Rehabilitation
 - Quick Turn-Around (rental car) Facility
 - Taxiway B Extension
 - Taxiway G Realignment
 - Relocate Airport Beacon
- Vermont Air National Guard
 - Widen and Reconstruct Apron
 - Taxiway D Reconstruction
 - Taxiway F Reconstruction

BTV wants to complete a safety assessment to support FAA review of three (3) Construction Safety and Phasing Plan (CSPP) documents for the BTV projects described above. A CSPP is a tool described by FAA Advisory Circular 150/5370-2 that ensures safety compliance when coordinating construction activities with airport operations. It identifies aspects of the construction project that pose a potential safety hazard to airport operations and outlines respective mitigation procedures for each hazard. A completed Safety Assessment in accordance with FAA Order 5200.11 will allow FAA to complete the review and approval of the three CSPP documents associated with this construction work.

The VTANG projects are already underway and are included in a single CSPP that was last updated on March 1, 2017. BTV and the FAA are considering a change proposal that would relocate the airport quarry haul route to an on-airport route that will cross the threshold for runway 33. The proposed route is outside of the limits of construction for the VTANG projects

and is not included in the existing CSPP. BTV and the FAA want to conduct a Safety Assessment to consider and evaluate this change to allow the FAA to approve an amendment to the CSPP for the on-airfield haul route.

Note that the purpose of a Safety Assessment is to identify hazards and evaluate risks only. It does not attempt to approve projects or make decisions on the best or most favored alternative. Safety Assessments only support final decisions in connection with airport construction proposals, and are not recognized as a final decision document. Also, the results of a Safety Assessment do not justify deviations from airport design standards.

The purpose of this scope of work is to complete separate Safety Assessments for the VTANG projects and for the BTV projects. These assessments will consist of separate panel meetings of subject matter experts who will identify hazards, evaluate potential risks, and determine appropriate risk mitigation measures where initial risks are judged to be unacceptable. All work will follow the requirements from FAA Order 5200.11, and will result in two sets of deliverables, one each for the VTANG projects and one for the BTV projects as follows:

- Meeting agenda and meeting materials
- Completed Safety Assessment Screening (SAS), including a hazard assessment worksheet
- Final report on findings and deliberations of the panel meeting

2. Tasks

2.1. Preliminary Coordination.

Coordinating teleconferences with the FAA and BTV to develop a plan and schedule for the Safety Assessment. The panel meetings are expected to be held on successive days, April 11-12, 2017, and will be held at Burlington International Airport. The coordination will include:

- Panel participant list and coordination requirements
- Meeting time and place
- Handouts and visual materials
- General meeting structure and agenda

2.2. Project Proposal Summary

Work with the project design teams to develop project proposal summaries for each panel meeting. A project proposal summary is a clear and concise project description that will be presented to the Safety Assessment panel to help them understand relevant operational and safety factors. This information is normally in the form of a slide presentation and remains available to the panel during meeting proceedings.

2.3. System Description/Inventory

Prepare a system description that describes safety and operational performance of the existing airfield as well as operational characteristics for each alternative to be evaluated. The system

description will include safety and operational records available from FAA and the airport, including the current master plan, to the extent that it is available.

2.4. Safety Assessment Meeting Materials

Coordinate with the project design teams and assemble panel participant materials for 2 separate Safety Assessment meetings. The first SA panel meeting will address construction projects to be managed by the VTANG. The second panel meeting will address proposed projects to be managed by BTV. Meeting materials will include:

- Project Proposal Summaries,
- System Description/Inventory
- Safety Assessment reference material, including a Safety Assessment overview presentation
- Final draft agenda

This package will be provided to panel participants at least one (1) day prior to the Safety Assessment meeting(s).

2.5. Safety Assessment Panel Meetings.

Provide facilitation services and work with the FAA project manager to complete the Safety Assessment in accordance with FAA guidance. A meeting note taker will be provided by ARA. The meetings will be completed in two successive days. Prepare a draft Safety Assessment Screening (SAS) form and a Hazard Assessment Worksheet (HAW) in accordance with Order 5200.11. SAS form signatures will be obtained at the conclusion of the meeting. Follow the FAA process as defined by Order 5200.11 and the *FAA Office of Airports Safety Management System (SMS) Desk Reference*.

2.6. Reports

Prepare and coordinate narrative reports on the deliberations and findings of the Safety Assessment panel meetings. The reports will include final copies of the SAS and HAW. The final reports will be submitted to BTV.

3. Deliverables

1. Draft final agenda(s). One day prior to panel meeting
2. Safety Assessment overview presentation Completed prior to first panel meeting
3. SAS and Hazard Assessment Worksheet(s). At conclusion of each panel meeting
4. Final report(s) First draft 21 days following the meetings

4. Cost Proposal

Costs and expenses will be paid on a firm fixed price basis as follows:

- Safety Risk Management Services, including note taker: \$28,272.00

The payment schedule will be:

- 50% at the conclusion of the panel meetings (4/12)
- 50% upon delivery of the final report and documentation, including FAA and airport review comments

City of Burlington Contract Provisions

1. INDEMNIFICATION

The Contractor will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract. The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Contractor in writing that a claim to which the Indemnification Agreement may apply has been filed.

2. INSURANCE

GENERAL: Prior to beginning any work the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the Municipality. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. It is agreed that the liability insurance furnished by the Contractor is primary and non-contributory for all the additional insureds.

The Contractor is responsible to verify and confirm in writing to the CITY that:

- (a) All subcontractors, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subcontractors, agents or workers. Subcontractors and contractors must comply with the same insurance requirements as the Contractor.
- (b) All coverages shall include adequate protection for activities involving hazardous materials.
- (c) All work activities related to the agreement shall meet minimum coverages and limits.

City of Burlington Contract Provisions

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the Municipality.

GENERAL LIABILITY AND PROPERTY DAMAGE:

(a) With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

(b) The policy shall be on an occurrence form with limits not less than:

1. General Aggregate	\$2,000,000	
2. Products-Completed/Operations Aggregate	\$2,000,000	\$
3. Personal & Advertising Injury	\$1,000,000	
4. Each Occurrence	\$1,000,000	
5. Fire Damage (Any one fire)	\$ 250,000	
6. Med. Expense (Any one	\$ 5,000	

WORKERS' COMPENSATION: With respect to all operations performed, the Contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors and subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

(a) General. The Contractor shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$3,000,000 - Annual Aggregate
\$1,000,000 - Per Occurrence

(b) Deductibles. The Contractor is responsible for any and all deductibles.

City of Burlington Contract Provisions

- (c) Coverage. Prior to performing any work, the Contractor agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

VALUABLE PAPERS INSURANCE: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by the Municipality or developed by the Contractor, subcontractor, worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the Contractor to, and accepted by, the Municipality.

The policy shall provide coverage on an each occurrence basis with limits not less than:

Valuable Papers	\$10,000
Electronic Data Media	\$10,000

AUTOMOBILE LIABILITY: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:

\$1,000,000 Each Event Limit
\$1,000,000 General Aggregate Limit

3. COMPLIANCE WITH LAWS

GENERAL COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance and the Non-outsourcing Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

ENVIRONMENTAL REGULATIONS: Any Contract in excess of one hundred thousand dollars shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. ' 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. ' 1368), Executive Order 11738, and Environmental Protection Municipality regulation (40 CFR

City of Burlington Contract Provisions

Part 15), that prohibit the use, under non-exempt Federal Contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, Municipality and to the USEPA Assistant Administrator for Enforcement (EN-329).

CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, physical disability or veteran status.

The Contractor shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The Contractor shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR ' 21 through Appendix C, and Regulations under 23 CFR ' 710.405 (b) . Accordingly, all subcontracts shall include reference to the above. The Contractor shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

DEBARMENT CERTIFICATION: When signing a Contract in excess of twenty five thousand dollars, the Contractor certifies under the penalty of perjury as directed by Federal laws (48 CFR 52.209-5), that, except as noted in the Agreement, the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by any Federal agency;
- (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- (c) does not have a proposed debarment pending; and
- (d) has not been indicted, convicted, or had a civil judgment rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of the Contract but will be considered in determining the Contractor's responsibility. The Agreement shall indicate any exception and identify to whom or to what Municipality it applies and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Exceptions shall be noted in the Contract: _____

City of Burlington Contract Provisions

LOBBYING: For any Agreement exceeding one hundred thousand dollars, the Contractor certifies by signing the Agreement, that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.
- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.
- (c) They shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C..

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

CHILD SUPPORT PAYMENTS: By signing the Contract the Contractor certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

City of Burlington Contract Provisions

TAX REQUIREMENTS: By signing the Agreement, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

ENERGY CONSERVATION: The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-165.

4. CONTRACTUAL AGREEMENTS

REGISTRATION: The Contractor agrees to be registered with the Vermont Secretary of State's office as a corporation doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

ADMINISTRATION REQUIREMENTS: By signing the Agreement the Contractor agrees to comply with the following provisions and certifies that he/she or they are in compliance with the provisions of 49 CFR ' 18.36 Procurement (i) Contract Provisions with principal reference to the following:

- (a) Copeland "Anti-Kickback" Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the Contractor agrees to comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. ' 874, as supplemented by Department of Labor Regulations, 29 CFR ' 3.
- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000, the Contractor agrees to comply with the Davis-Bacon Act 40 U.S.C. " 276a to a-7, as supplemented by Department of Labor Regulations, 29 CFR ' 5.
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the Contractor agrees to comply with the Contract Working Hours and Safety Standards Act, 40 U.S.C. " 327-330,as annexed by Department of Labor Regulations, 29 CFR □ 5.
- (d) Proprietary Rights. The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the Municipality, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.
- (e) Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement, shall become the property of the Municipality. The Contractor agrees to allow access to all data, EDM, valuable papers and documents at all times. The

City of Burlington Contract Provisions

Contractor shall not copyright any material originating under the Agreement without prior written approval of the Municipality.

PERSONNEL REQUIREMENTS AND CONDITIONS: A Contractor shall employ only qualified personnel, for responsible authority to supervise the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the Municipality, during the life of the Agreement, the Contractor shall not employ:

- (a) Personnel on the payroll of the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the Municipality.

The Contractor warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the Contractor, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the Contractor to be paid, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul the Agreement, without liability to the Municipality, and to regain all costs incurred by the Municipality in the performance of the Agreement.

The Municipality reserves the right to require removal of any person employed by a Contractor, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the Municipality in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

TRANSFERS, SUBLETTING, ETC: A Contractor shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the Municipality and further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's agreement shall be as developed by the Contractor and approved by the Municipality. The Contractor shall ensure that adequate insurance coverage exists for any operations to be performed by any subcontractor.

The services of the Contractor, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the Municipality and, when applicable, approved by the State of Vermont and FHWA. Any authorized subagreements, exceeding ten thousand

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dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the Municipality.

BEGINNING AND COMPLETION OF WORK: The Contractor agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the Municipality, or within ten (10) days of the date of written notice to begin work by the Municipality, and to complete the contracted services by the completion dates specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

NON-APPROPRIATION: The obligations of the City to make payments under the Agreement during each of the City's fiscal years shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, statutory limitation or requirement, or the City's charter, nor shall anything contained in the Agreement constitute a pledge of the credit or tax revenues, funds or monies of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the governing body of the City. The obligations of the City under the Agreement are subject to annual appropriations by the governing body of the City.

In the event no funds or insufficient funds are appropriated and budgeted for payments due under this Agreement, the Contractor may elect to terminate this Agreement in accordance with this paragraph. Contractor's election to terminate must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated for the ensuing fiscal year of the Agreement. Termination under this provision shall be effective upon the expiration of the applicable fiscal year of the Agreement and payments during that fiscal year.

CONTINUING OBLIGATIONS: The Contractor agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the Municipality may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

OWNERSHIP OF THE WORK: The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractors, hereafter referred to as "instruments of professional service", shall become the property of the Municipality as they are prepared and/or developed during execution of the Agreement.

The Contractor shall surrender to the Municipality upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the Contractor pursuant to the Agreement. Upon completion of the work, in full, these

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instruments of professional service will be appropriately endorsed by the Contractor and turned over to the Municipality.

Data and publication rights to any instruments of service produced under this agreement are reserved to the Municipality and shall not be copyrighted by the Contractor at any time without written approval of the Municipality. No publications or publicity of the work, in part or in total, shall be made without the agreement of the Municipality, except that Contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

RECORDS RETENTION: The Contractor agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the Municipality, unless otherwise notified by the Municipality. The Contractor further agrees that the Municipality, the State of Vermont, FHWA or other authorized representatives of the Federal Government, shall have access to all the above information for the purpose of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the Municipality if requested.

APPEARANCES:

- (a) Hearings and Conferences. The Contractor shall provide professional services required by the Municipality and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The Contractor shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate in conferences with the Municipality, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The Contractor further agrees to participate in meetings with the Municipality, the State of Vermont, FHWA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

- (b) Appearance as Witness. If and when required by the Municipality, a Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the Municipality. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

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CHANGES AND AMENDMENTS: No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the Municipality and the Contractor.

APPENDICES: The Municipality may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the Municipality as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Agreement.

EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

SETTLEMENTS OF MISUNDERSTANDINGS: In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the selectboard and/or city council shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

Agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the Contractor. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

FAILURE TO COMPLY WITH TIME SCHEDULE: It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

MUNICIPALITY'S OPTION TO TERMINATE: The Agreement may be terminated in accordance with the following provisions:

- (a) Breach of Contract. Administrative remedies - the Municipality reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the Contractor.
- (b) Termination for Cause. The Municipality reserves the right, upon written notice to the Contractor, to terminate the Agreement, as of a date to be specified by the Municipality, if the Contractor fails to complete the designated work to the satisfaction of the

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Municipality, within the time schedule agreed upon. The Contractor shall be compensated on the basis of the work performed and accepted by the Municipality at the date of final acceptance of the Agreement.

- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the Municipality may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a Contractor, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the Municipality's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval. The Contractor shall make no claim for additional compensation against the Municipality by reason of such termination.

5. OPERATIONAL STANDARDS

RESPONSIBILITY FOR SUPERVISION: The Contractor shall assume primary responsibility for general supervision of Contractor employees and his/her or their subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

INDEPENDENCE: The Contractor shall act in an independent capacity and not as officers or employees of the Municipality.

WORK SCHEDULE AND PROGRESS REPORT: Prior to initiating any work, the Contractor shall prepare, and submit to the Municipality, a general work schedule showing how the Contractor will complete the various phases of work in order to meet the completion date in the contract. The Municipality will use this general work schedule to monitor the Contractor.

During the life of the Contract the Contractor will make monthly progress reports indicating the work achieved through the date of the report. The Contractor shall link the monthly progress reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The Municipality may require the Contractor to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

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UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the Municipality, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the Municipality, in writing, of any such contacts and the results thereof.

PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the Municipality, in accordance with VSA Title 19 ' 35 and ' 503, in order to accomplish the work under the Agreement. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the Municipality.

INSPECTION OF WORK: The Municipality shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the Municipality or representative for the Municipality the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the Municipality, the State of Vermont or FHWA.

WRITTEN DELIVERABLES: Written deliverables, presented under terms of the Agreement, shall be on 8 1/2" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project and publication date. The report shall have a table of contents and each page shall be numbered successively. Draft reports shall be identified as such.

6. PROJECT DEVELOPMENT AND STANDARDS

PLANS RECORDS AND AVAILABLE DATA: The Municipality agrees to make available, at no charge, for the Contractor's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ ("the Contractor") in connection with a contract for _____ services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date _____ By: _____
Contractor

Subscribed and sworn to before me:

Date _____
Notary



**FAA
Airports**

Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

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RECORD OF CHANGES

No.	Date	Item	Change
1	1/29/2016	Entire Document	Re-structured document to enhance user understanding of use and applicability; added suggested provisions for "Termination for Cause", "Recovered Materials", "Seismic Safety".
2	6/10/2016	Table 1	Item 10, Distracted Driving: Updated "Dollar Threshold" to \$3,500 to reflect current micro-purchase threshold.
2	6/10/2016	A2, Affirmative Action	Update the reference to the Department of Labor online document to be "Participation Goals for Minority and Females"
2	6/10/2016	A12, Disadvantaged Business Enterprise	<p>A12.3: Changed Title to "Required Provisions"</p> <p>A12.3.1: Corrected starting timeframe for submitting written confirmation from "Owner Notice of Award" to "bid opening"</p> <p>A12.3.1: Provided two sets of last paragraphs to reflect change (7 days to 5 days) that occurs on December 31, 2016.</p> <p>A12.3.2: Moved Race/Gender Neutral language up and renamed heading to reflect text is solicitation language.</p> <p>A12.3.3: Moved and renamed contract clause information and clarified it is for prime contract covered by a DBE program.</p>

REQUIREMENTS

1. Required Contract Provisions

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of **whether or not** the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

To maintain eligibility of their procurement actions, a sponsor must incorporate applicable contract provisions in all federally-assisted procurement and contract documents, including all subcontracts. For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts.

2. Sponsor Requirements

In general, the sponsor must:

- 1) Incorporate applicable contract provisions in each contract funded under AIP;
 - a. Except as noted herein, a sponsor must physically incorporate the text of the provision within the procurement documents.
 - b. Where specifically noted, sponsors may incorporate select provisions by reference provided the sponsor indicates that the reference has the same force and effect as if given in full text.
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 3) Require the contractor (or subcontractor) to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider;
- 5) Verify that any required local or State provision does not conflict with, or alter a Federal law or regulation.

3. Incorporation of Provisions

The statutes and regulations that establish the requirements for contract provisions do not always specify language the sponsor must use to address the requirement. Appendix A of this guide provides information on when a provision or clause has mandatory language that a sponsor must apply. Refer to the subheading *Applicability* for each provision.

Whenever a clause or provision has mandatory text, the sponsor must incorporate the text of the provision without change. The only exception to this restriction is for those instances within the provision text that require the sponsor to insert appropriate information such as name or value. To align with the sponsor's standard contract language, the word "Owner" may also be replaced with "Airport

Authority” or their standard method of referring to the sponsor in contracts. Any modification beyond what is specifically permitted is not permitted and may invalidate the clause.

For those provisions that do not have required language, this guidance provides model language acceptable to the FAA in meeting the intent and purpose of the law or regulation. Some sponsors may already have standard procurement language that is equivalent to those Federal provisions that do not have explicit mandatory language. In these cases, sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

Contract clause language must be made available to bidders. The Sponsor does this by including the required language in Requests for Bids, Notices to Bidders, or in the contract.

4. Requests for Bids (Advertisement) and Notice to Bidders

The sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice to Bidders. The sponsor must incorporate the full text of these provisions within any contract that originates from the procurement action. The provisions that can be incorporated by reference in the Request or Notice are:

- 1) Buy American Preference
- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Government-wide Debarment and Suspension
- 6) Government-wide Requirements for Drug-free Workplace

5. Requirements For All Contracts Entered into by Obligated Sponsors.

A sponsor’s acceptance of previous grant assurances obligates them to include certain notifications in all contracts and procurement actions they undertake regardless of funding source. Contracts and agreements fully funded by the sponsor must incorporate those select provisions.

6. Failure to Comply with Provisions

Sponsor failure to incorporate required provisions will jeopardize AIP eligibility of the sponsor’s project. Contractor failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment;
- 2) Terminate the contract for cause;
- 3) Seek suspension/debarment; or
- 4) Take other action determined to be appropriate by the sponsor or the FAA.

7. Applicability Matrix for Contract Provisions

[Table 1](#) summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in their contract or agreement. Supplemental information addressing applicability and use for each provision is located in Appendix A.

Meaning of cell values

- REQD - a provision the sponsor must incorporate in their procurement action.
- Limited –a provision with limited applicability depending on circumstances of the procurement.
- n/a – a provision that is not applicable for that procurement type.

Table 1 – Applicability of Provisions

Provision	Dollar Threshold	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
a. Access to Records and Reports	\$ 0	REQD	REQD	REQD	REQD	n/a
b. Buy American Preferences	\$ 0	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	\$ 0	Limited	REQD	REQD	Limited	n/a
(2) Buy American – Total Facility	\$ 0	Limited	REQD	REQD	Limited	n/a
(3) Buy American – Manufactured Product	\$ 0	Limited	REQD	REQD	Limited	n/a
c. Civil Rights – General	\$ 0	REQD	REQD	REQD	REQD	REQD
d. Civil Rights - Title VI Assurances	\$ 0	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	\$ 0	n/a	n/a	n/a	REQD	REQD
(4) Clause – Transfer of Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	\$ 0	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	\$ 0	REQD	REQD	REQD	REQD	REQD
e. Disadvantaged Business Enterprise	\$ 0	REQD	REQD	REQD	REQD	n/a
f. Energy Conservation Requirements	\$ 0	REQD	REQD	REQD	REQD	n/a
g. Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD
h. Occupational Safety and Health Act	\$ 0	REQD	REQD	REQD	REQD	REQD
i. Rights to Inventions	\$ 0	Limited	Limited	Limited	n/a	n/a
j. Trade Restriction Certification	\$ 0	REQD	REQD	REQD	REQD	n/a
k. Veteran’s Preference	\$ 0	REQD	REQD	REQD	REQD	n/a
l. Seismic Safety	\$ 0	Limited	Limited	n/a	n/a	n/a
m. Copeland Anti-Kickback	\$ 2,000	Limited	REQD	Limited	Limited	n/a
n. Davis Bacon Requirements	\$ 2,000	Limited	REQD	Limited	Limited	n/a
o. Distracted Driving	\$3,500	REQD	REQD	REQD	REQD	n/a
p. Affirmative Action Requirement	\$10,000	Limited	REQD	Limited	Limited	n/a
q. Equal Employment Opportunity	\$10,000	Limited	REQD	Limited	Limited	n/a
(1) EEO Contract Clause	\$10,000	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	\$10,000	Limited	REQD	Limited	Limited	n/a
r. Prohibition of Segregated Facilities	\$10,000	Limited	REQD	Limited	Limited	n/a
s. Recovered Materials	\$10,000	Limited	REQD	REQD	Limited	n/a
t. Termination of Contract	\$10,000	REQD	REQD	REQD	REQD	n/a
u. Debarment and Suspension	\$25,000	REQD	REQD	REQD	Limited	n/a
v. Contract Work Hours and Safety Standards	\$100,000	Limited	REQD	Limited	Limited	n/a
w. Lobbying Federal Employees	\$ 100,000	REQD	REQD	REQD	REQD	n/a
x. Breach of Contract	\$150,000	REQD	REQD	REQD	REQD	n/a
y. Clean Air/Water Pollution Control	\$150,000	REQD	REQD	REQD	REQD	n/a

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.333 requires a sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.336 establishes that sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of part 200.

A1.3 CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects. The goals for minority participation depend on Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EA's and SMSA's cross state boundaries so a sponsor may have to refer to entries for adjacent states to find their project location.

A sponsor must insert the applicable percentage minority goal. Sponsor must not simply insert a reference to the Federal Register Notice.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors. This value does not change per county or state.

Contract Types –

Construction: The sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment: The sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. firefighting and snow removal vehicles)

Professional Services: The sponsor must incorporate this notice in any professional service agreement if the professional service agreement includes construction work (as defined above) that exceed \$10,000. Examples include installation of noise monitoring systems.

Property/Land: The sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – The sponsor must incorporate the text of this provision without modification. The sponsor must incorporate the established minority participation goal and the covered area by geographic name within the provision text.

A2.3 CONTRACT CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: *[sponsor must insert established goal]*

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is *[sponsor must insert state, county, and city]*.

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

A3.2 APPLICABILITY

This provision requires sponsors to incorporate administrative, contractual or legal remedies if contractors violate or breach contract terms. The sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation, and is now equal to \$150,000.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of part 200. Select either “contractor” or “consultant” as applicable.

A3.3 CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor / Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor / Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the [*Contractor / Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor / Consultant*] fails to correct the breach by deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

A4.2 APPLICABILITY

The Buy-American Preference requirement in 49 USC § 50101 requires that all steel and manufactured goods used on AIP projects be produced in the United States. The statute gives the FAA the ability to issue a waiver to a sponsor to use non-domestic material on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest;
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Timing of Waiver Requests. The sponsor must submit Type 1 or Type 2 waiver requests *before* issuing a solicitation for bids or a request for proposal for a project.

The sponsor must submit Type 3 or Type 4 waiver requests *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary only if extenuating circumstances exist. The FAA cannot review incomplete waiver requests or requests that the Sponsor has not reviewed for adequacy. Sponsor must assess the adequacy of the waiver request before forwarding the request to the FAA.

Buy American Conformance List. The FAA Office of Airports maintains a listing of equipment that has received National waivers from the Buy American Preference requirements or that fully meet the Buy American requirements. This Buy American Conformance List is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the Buy American Conformance list do not require a project specific Buy American Preference requirement waiver from the FAA.

Facility Waiver Requests. For construction of a facility, the sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment - The sponsor must meet the Buy American Preference requirements of 49 USC § 50101 for all AIP funded projects that require steel or manufactured goods. The Buy America requirements flow down from the sponsor to first tier contractors, who

are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: the Buy American Preference does not apply to equipment a contractor uses as a tool of their trade and does not remain as part of the project.

Professional Services – Professional service agreements (PSA) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of different project delivery methods has created situations where task deliverables may include a manufactured product. If a PSA includes providing a manufactured good as part of the contract, the sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under the AIP funded project that must meet the Buy American Preference.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully comply with 49 USC § 50101.

There are two types of Buy American certifications. The sponsor must incorporate the appropriate “Certificate of Buy America Compliance” in the solicitation:

- Projects for a facility (Buildings such as Terminal, SRE, ARFF, etc.) – Insert the Certificate of Compliance Based on Total Facility
- Projects for non-facility development (non-building construction projects such as runway or roadway construction; or equipment acquisition projects) – Insert the Certificate of Compliance Based on Equipment and Materials Used on the Project.

A4.3 CONTRACT CLAUSE

A4.3.1 Buy American Preference Statement

BUY AMERICAN PREFERENCE

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.3.2 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products.
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.
 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and

products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A4.3.3 Certificate of Buy American Compliance – Manufactured Product

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American

Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

Note: This provision is in addition to the Civil Rights – Title VI provisions.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all sponsor contracts regardless of funding source.

Use of Provision – There are two versions of this provision. One applies to sponsor contracts and the other applies to sponsor lease agreements and transfer agreements. The sponsor must incorporate the text of the appropriate provision without modification.

A5.3 CONTRACT CLAUSE

A5.3.1 Sponsor Contracts

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

A5.3.2 Sponsor Lease Agreements and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice	1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and 2) All proposals for negotiated agreements regardless of funding source.	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements	Every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	A6.3.2
Title VI Required Clause for Property Interests Transferred from the United States	As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.	A6.3.3
Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for all transfers of real property acquired or improved under the activity, facility, or program	A6.3.4

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program	A6.3.5
Title VI List Of Pertinent Nondiscrimination Acts And Authorities	Insert this list in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities	A6.3.6

A6.3 CONTRACT CLAUSE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.3.2 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.3.3 Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of

Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.3.4 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.3.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.3.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR § 200, Appendix II(G)

A7.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR §200.

A7.3 CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR § 200, Appendix II(E)

A8.2 APPLICABILITY

Contract Workhours and Safety Standards Act Requirements, (CWHSSA) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements

Contract Types –

Construction - This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen and guards.

Equipment - This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – Sponsors must incorporate this text without modification.

A8.3 CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND “ANTI-KICKBACK” ACT

A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 & 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP program that exceeds \$2,000.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP program that exceeds \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property - Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Use of Provision – 29 CFR Part 5 establishes specific language a sponsor must use in construction contracts. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

A9.3 CONTRACT CLAUSE

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Part 5

A10.2 APPLICABILITY

The Davis-Bacon Act ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction - Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP program.

Equipment – This provision applies to all equipment installation projects (e.g. electrical vault improvements) financed under the AIP program that exceeds \$ 2, 000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g. SRE and ARFF vehicles)

Professional Services - The emergence of different project delivery methods has created situations where Professional Service Agreements (PSA) includes tasks that meet the definition of construction, alteration or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration or repair and it exceeds \$2,000, the PSA must incorporate this clause.

Property - Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

Fencing Projects - Fencing projects that exceed \$2,000 must include this provision.

Use of Provision – 29 CFR Part 5 establishes specific language a sponsor must use. The sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration or repair are acting as a contractor. The sponsor may not substitute the term “contractor” for “consultant” in such instances.

A10.3 CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an

apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

A11.2 APPLICABILITY

The sponsor must verify that the firm or individual that it is entering into a contract with are not presently suspended, excluded or debarred by any Federal department or agency from participating in federally-assisted projects. The sponsor accomplishes this by: (1) checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred or excluded, (2) collecting a certification from the firm or individual that they are not suspended, debarred or excluded, and (3) incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred or excluded firm or individual are included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180. AIP funded contracts are non-procurement transactions, as defined by §180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, sponsor may substitute bidder/offeror with consultant.

A11.3 CONTRACT CLAUSE

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not

presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR part 26

A12.2 APPLICABILITY and PURPOSE

A sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (§26.21). The approved DBE program will identify a 3-year overall program goal that the sponsor bases on the availability of ready, willing and able DBEs relative to all businesses ready, willing and able to participate on the project (§26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the three following provisions, if applicable:

Clause in all solicitations for proposals for which a contract goal has been established.

Clause in each prime contract

Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. Solicitations with a DBE Project Goal - 49 CFR §26.53 requires a sponsor's solicitation to address what a contractor must submit on proposed DBE participation. This language is not required for projects where DBE participation is by race-gender neutral means.

The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements.

The sponsor may require the contractor's submittal on proposed DBE participation either with the bid or within a specified timeframe after bidding.

2. Contracts Covered by DBE Program - Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race-gender neutral means (i.e. no project goal). Sections §26.13 and §26.29 establish mandatory language for contractor assurance and prompt payment. The sponsor must not modify the language.
3. The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's revised language must fully these requirements for a sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
4. Sponsors that do not have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Project Goal)

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

[Note: Contract bid dates on or prior to December 31, 2016, use the following language]

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 7 days after bid opening or "with the proposal documents as a condition of bid responsiveness"]

[Note: Contract bid dates after December 31, 2016, use the following language]

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder(s) Offeror lists in their commitment. This Bidder or Offeror must submit the DBE's written confirmation of participation ["within 5 days after bid opening or "with the proposal documents as a condition of bid responsiveness"]

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Projects covered by DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR §200.67 (currently set at \$3,500).

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully these requirements. .

A13.3 CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

A14.1 SOURCE

2 CFR § 200, Appendix II(H)

A14.2 APPLICABILITY

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H) requires this provision on energy efficiency.

Contract Types – The sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s revised language must fully these requirements. Sponsor may substitute “contractor and subcontractor” with “consultant and sub-consultant” for professional service agreements.

A14.3 CONTRACT CLAUSE

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

A15 EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)

A15.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A15.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally assisted construction contract. There are two provisions – a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment - The sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g. electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g. ARFF and SRE vehicles)

Professional Services - The sponsor must include contract and specification language into all professional service agreements as required above. *Property* – The sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – 41 CFR § 60-1.4 provides the mandatory contract language. 41 CFR § 60-4.3 provides the mandatory specification language. The sponsor must incorporate these clauses without modification.

A15.3 MANDATORY CONTRACT CLAUSE

A15.3.1 E.E.O. Contract Clause

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

A15.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who

fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A16.1 SOURCE

29 U.S.C. § 201, et seq

A16.2 APPLICABILITY

The United States Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce, producing goods for interstate commerce, or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person, are covered by the FLSA.

All consultants, sub-consultants, contractors and subcontractors employed under this federally assisted project must comply with the FLSA.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 29 U.S.C. § 201. The sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A16.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* / *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* / *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A17.1 SOURCE

31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

A17.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or another award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The sponsor must incorporate this provision into all contracts exceeding \$100,000.

Use of Provision – Appendix A to 49 CFR Part 20 prescribes language the sponsor must use. The sponsor must incorporate this provision without modification.

A17.3 CONTRACT CLAUSE

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A18 PROHIBITION of SEGREGATED FACILITIES

A18.1 SOURCE

41 CFR § 60

A18.2 APPLICABILITY

The contractor must comply with the requirements of the E.E.O. clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP sponsors must incorporate the Prohibition of Segregated Facilities clause in any contract containing the Equal Employment Opportunity clause of 41 CFR §60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

Construction - Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Equipment – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor’s manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

Professional Services - Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include the installation of noise monitoring equipment.

Property/Land - Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 41 CFR § 60.

A18.3 CONTRACT CLAUSE

PROHIBITION of SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A19.1 SOURCE

20 CFR part 1910

A19.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 20 CFR part 1910.

A19.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A20 PROCUREMENT OF RECOVERED MATERIALS

A20.1 SOURCE

2 CFR § 200.322

40 CFR part 247

A20.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the EPA guidelines.

The requirements of § 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

Construction and Equipment – Include this provision in all construction and equipment projects

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds \$10,000

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 2 CFR § 200.

A20.3 CONTRACT CLAUSE

Procurement of Recovered Materials

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A21 RIGHT TO INVENTIONS

A21.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

A21.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that includes performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment or professional service contracts unless the contract includes *experimental, developmental or research work*.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

A21.3 CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

A22 SEISMIC SAFETY

A22.1 SOURCE

49 CFR part 41

A22.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services and Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include this provision if the project involves construction or structural addition to a building such as an electrical vault project.

Land – This provision will not typically apply to a property/land project.

Use of Provision – The regulation does not prescribe mandatory language. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

A22.3 CONTRACT CLAUSE

A22.3.1 Professional Service Agreements for Design

Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A22.3.2 Construction Contracts

Seismic Safety

The contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A23 TERMINATION OF CONTRACT

A23.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A23.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the sponsor. The provision must address the manner (i.e. notice, opportunity to cure, and effective date) by which the sponsor’s contract will be affected and the basis for settlement (i.e. incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Default - Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for Termination for Default under a construction contract. The sponsor must not make any changes to this standard language.

Termination for Convenience – The sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR part 200.

Equipment, Professional Services and Property – The sponsor may use their established clause language provided that it adequately addresses the intent of Appendix II(B) to Part 200, which addresses termination for fault and for convenience.

A23.3 CONTRACT CLAUSE

A23.3.1 Termination for Convenience

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23.3.2 Termination for Default

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

Termination for Default (Equipment)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;
6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project;

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A24 TRADE RESTRICTION CERTIFICATION

A24.1 SOURCE

49 USC § 50104

49 CFR part 30

A24.2 APPLICABILITY

Unless waived by the Secretary of Transportation, sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R)

Contract Types – The trade restriction certification and clause applies to all AIP funded projects.

Use of Provision – 49 CFR part 30 prescribes the language for this model clause. The sponsor must include this certification language in all contracts and subcontracts without modification.

A24.3 CONTRACT CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A25 VETERAN'S PREFERENCE

A25.1 SOURCE

49 USC § 47112(c)

A25.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – The regulation does not prescribe mandatory language, the following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the sponsor's language must fully satisfy the requirements of 49 U.S.C. § 47112.

A25.3 CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



BURLINGTON INTERNATIONAL AIRPORT

MEMO

TO: Airport Commission

FROM: Burlington International Airport Staff

DATE: April 18, 2017

SUBJECT: Contract with Kobo for AIP-Beacon Replacement as Contractor

The Burlington International Airport (BTV) seeks City of Burlington Board of Finance approval to enter into and execute a contract with Kobo Utility Construction Corp. in the amount of **\$191,543.00** for the FY17 Replacement of the Airport Beacon, and also authorize the use of an additional 15% contingency in the amount of \$28,731 if needed for completion of the project as presented.

The construction contract for the Airport Beacon Replacement Project was competitively bid in accordance with FAA and City of Burlington procurement requirements. Kobo was determined to be the responsible low bidder for this project, which will be funded through the FAA's Airport Improvement Program.

In September 2016, the FAA Certification Inspector for BTV noted that the Airport Beacon was not compliant with requirements that regulate the number of rotations per minute. It was determined that a new beacon apparatus would be required with a deadline to have in place by May 15, 2017. The scope of work with also include painting the beacon tower and removal of trees which obstruct the beacon light.

This contract is pending approval (and recommendation for approval to the Board of Finance) by the Board of Airport Commissioners on April 24, 2017.

Thank you for your continued support.

1200 Airport Drive, #1
South Burlington, Vermont 05403

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

**BURLINGTON INTERNATIONAL AIRPORT
South Burlington, VT**

**CONTRACT DOCUMENTS FOR
AIRPORT IMPROVEMENTS**

Rehabilitate Rotating Beacon

AIP Project No. 3-50-0005-xxx-2017

March 2017



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ADVERTISEMENT FOR BID

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ADVERTISEMENT FOR BIDS

AIP Project No. 3-50-0005-xxx-2017
City of Burlington, Vermont
Burlington International Airport

Sealed bids for **Rehabilitate Rotating Beacon** at the Burlington International Airport will be received at Airport Conference Room #1, Burlington International Airport, 1200 Airport Drive, South Burlington, Vermont 05403 until **Friday, March 31, 2017, 2:00 pm, local time** and then publicly opened and read aloud.

Contract Documents (Electronic – pdf) will be available Friday, March 17, 2017 via a dedicated project FTP site, as hosted by the Engineer, Stantec Consulting Services Inc. To be eligible to bid on the project and to gain access to the project FTP site, bidders must register by sending an email to airport.bids@stantec.com (subject line: BTV – Rehabilitate Rotating Beacon), with the following information:

- Company Name
- Company Street Address
- Phone Number
- Contact email address

A bidder list will be maintained by Stantec, and the list, along with any addenda, will be posted to the project FTP site. All requests for information regarding this project shall be made via email to airport.bids@stantec.com (subject line: BTV – Rehabilitate Rotating Beacon). Potential Bidders should access the ftp site on a daily basis to be aware of any new data that may be added to the ftp site. Potential bidders shall not, for any reason, provide the access data to any other person or entity.

Contract Documents may be examined at Works in Progress, 20 Farrell Street, South Burlington, Vermont 05403

A mandatory pre-bid conference will be held at Thursday, March 23, 2017 at 10:00 am in Airport Conference Room #1, Burlington International Airport, South Burlington, Vermont. This will be the only time available for prospective bidders to visit the site. Persons with disabilities who require assistance or special arrangements to participate in this pre-bid conference or the bid opening are encouraged to contact the Airport at (802) 863-2874 at least 72 hours in advance so that proper arrangements can be made.

Bidders are to ensure they have fulfilled the **annual requirement** of pre-qualification with the City of Burlington by submitting the City of Burlington's **Pre-Qualification of Construction Contractors Application** form (see Contract Documents, page IFB-26) to the Director of Aviation, Burlington International Airport, 1200 Airport Drive, #1, South Burlington, Vermont 05403. This form must be submitted five (5) days before this bid is due (unless the bidder has already fulfilled this annual requirement). In addition to City of Burlington Prequalification, each bidder shall furnish information as required under **General Provisions, Section 20-02 Qualification of Bidders** and the completed Statement of Bidder's Qualifications form (see Bid Documents) at the time of bid opening.

Attention of bidders is also called to the conditions of employment to be observed and minimum wage rates to be paid under the Contract. The Contractor on this work will be required to comply with the Disadvantaged Business Enterprises (DBE) and Equal Employment Opportunity requirements of the Federal Aviation Administration and the City of Burlington, and the City of Burlington's Women and Construction Trades Ordinance.

The Board of Airport Commissioners reserves the right to reject any and all bids, to waive any technical or legal deficiencies and to accept any bid that it may deem to be in the best interest of the airport. No bidder may withdraw his bid for a period of 90 days following the bid opening.

JEFF MUNGER, CHAIRMAN, BOARD OF AIRPORT COMMISSIONERS

**BOARD OF AIRPORT
COMMISSIONERS**

CHAIRMAN'S STATEMENT

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Board of Airport Commissioners Chairman's Statement

AIP Project No. 3-50-0005-xxx-2016 Rehabilitate Rotating Beacon

Bid security in the amount of at least 5% of the total Quote must be submitted with the Bid. The Bid security may be either a certified check or a Bid guarantee bond executed by a surety company authorized to do business in the State of Vermont. Bids submitted without security will not be considered.

The successful Bidder must furnish:

- A 5% Maintenance Bond
- A 100% Performance Bond
- A 100% Labor and Materials Payment Bond

and begin the execution of this contract within five (5) calendar days following the Notice to Proceed.

This project is being funded by a Federal Grant under the Airport Improvement Program (AIP) and will be subject to all applicable requirements of the U.S. Department of Transportation/Federal Aviation Administration.

Wages paid to employees must comply with the minimum established by U.S. Department of Labor Wage Determinations. The contractor must comply with the Davis-Bacon Act, Anti-kickback Act, the Occupational Safety and Health Act, the Contract Work Hours and Safety Standard Act, Title VI of the Civil Rights Act of 1964 and Executive Order 11246.

Attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. The Contractor on this work will be required to comply with the equal employment opportunity requirements of the Federal Aviation Administration, the City of Burlington's Program, and the City of Burlington's Women and Construction Trades Ordinance.

The Bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract 10 percent of the dollar value of the prime contract to small business concerns owned that are considered disadvantaged business enterprises (DBE) and are certified and published as such by the State of Vermont, Department of Transportation. A copy of this listing is on file at the Office of the Director of Aviation. In the event that the Bidder for this solicitation qualifies as a DBE, the contract goal shall be considered to have been met. The term Disadvantaged Business Enterprises includes firms that are primarily owned by, or individuals, that are women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful Bidder will be required to submit information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the Bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. A Bid that fails to meet these requirements will be considered non-responsive.

The Board of Airport Commissioners reserves the right to reject any and all Bids, to waive any technical or legal deficiencies and to accept any Bid that it may deem to be in the best interest of the airport. **No Bidder may withdraw his Bid for 90 days after the bid opening.**

Jeff Munger, Chairman
Board of Airport Commissioner

**NOTICE OF
CONFIDENTIALITY**

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Notice of Confidentiality

This document may contain confidential, proprietary or legally privileged information. Unauthorized individuals or entities are not permitted access to this information. Any dissemination, distribution, or copying of this information is strictly prohibited.

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**INFORMATION FOR
BIDDERS**

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Information for Bidders

1. Receipt, Preparation and Opening of Bids

The City of Burlington, Vermont (hereinafter called the OWNER), invites sealed Bid Proposals to perform **Rehabilitate Rotating Beacon, AIP 3-5-0005-xxx-2017**, at the Burlington International Airport, South Burlington, Vermont to be prepared in accordance with the INFORMATION FOR BIDDERS.

Bids will be received by the Owner at the **Office of the Director of Aviation on or before Friday, March 31, 2017, 2:00 pm prevailing time**, and then at said office publicly opened and read aloud.

A mandatory pre-bid conference will be held in **Conference Room #1 at the Burlington International Airport, South Burlington, Vermont on Thursday, March 23, 2017 at 10:00 am**. At this time the facilities may be inspected. The envelope containing the bids must be sealed, addressed to the Director of Aviation, Burlington International Airport, Terminal Building, 1200 Airport Drive #1, South Burlington, Vermont 05403, bear the name and address of the Bidder and state the title as shown below of the Contract or Contracts for which the Bid Proposal is made.

“PROPOSAL”

**Burlington International Airport
AIP Project 3-5-0005-xxx-2017
Rehabilitate Rotating Beacon**

A bid bond or cashier's check made payable to The City of Burlington, Vermont, in any amount not less than 5 percent of the totaled bid prices, must accompany the sealed bid (see Bid Security).

Bidders are to ensure they have fulfilled the **annual requirement** of pre-qualification with the City of Burlington by submitting the City of Burlington's ***Pre-Qualification of Construction Contractors Application*** form (see Contract Documents, page IFB-26) to the Director of Aviation, Burlington International Airport, 1200 Airport Drive, #1, South Burlington, Vermont 05403. This form must be submitted five (5) days before this bid is due (unless the bidder has already fulfilled this annual requirement). In addition to City of Burlington Prequalification, each bidder shall furnish information as required under **General Provisions, Section 20-02 Qualification of Bidders** and the completed Statement of Bidder's Qualifications form (see Bid Documents, page BID-9) at the time of bid opening.

Insert Unit Price bid in words and figures in the blank spaces provided for in the Schedule of Prices in the PROPOSAL.

Submit Proposals, Contract Documents and Specifications intact without changing any of the text and all entries should be made with an indelible pen or pencil.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. **No bidder may withdraw their Bid for 90 days after the bid opening.**

2. Description of Work

This project consists of the replacement of the Airport Rotating Beacon and clearing of trees surrounding the beacon. The replacement beacon will be owner furnished. Work includes cleaning and painting the existing steel tower, installation of the beacon (owner furnished) and associated wiring, installation of lightning protection and clearing of trees in the vicinity of the beacon.

3. Preparation of Proposal

Each Proposal must be submitted on the prescribed Proposal form and must be accompanied by the signed Certifications, bid bond, and the DBE certification included in specifications. Each Proposal must be prepared in strict accordance with the requirements of Section 20 of the General Conditions of these specifications.

4. Subcontracts

The Bidder is specifically advised that any person, firm, or other party to whom it proposes to award a subcontract under this Contract:

- a. Must be acceptable to the Owner, the Federal Aviation Administration, and
- b. Must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or the evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. Bidder's Qualifications

In compliance with the applicable subsection of Section 20 of the General Provisions, each Bidder shall submit his qualifications to the Owner on the form provided herein. The form must be delivered to the Owner with the Proposal. The Owner reserves the right to reject the Proposal of any Bidder who has failed to submit his qualifications.

Any individual, partnership, or corporation which has been disqualified by the City of Burlington or the State of Vermont from acting as prime Contractor or Subcontractor on State projects shall likewise be disqualified from acting as the prime Contractor or Subcontractor on this project.

Said firms may act as material suppliers in accordance with the decisions of the State of Vermont. The provisions of the Vermont Transportation Board, Vermont Agency of Transportation, Policy and Procedures for Debarment, Section 3.17 shall apply.

6. Modification of Proposal

Once submitted, no modification of Proposals will be accepted.

7. Proposal Security

Each Proposal must be accompanied by cash, certified check of the Bidder, or a bid bond prepared on the form of bid bond included in the Contract Documents, duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of not less than 5% of the Proposal. The bid bond shall be executed or countersigned for the surety by a person who is a resident in the State of Vermont and who has current power of attorney for the surety.

The Bid security will be returned to all except the three lowest Bidders within five days after the opening of Proposals, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract, or, if no award has been made for 90 days after bid opening, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

8. Time of Completion and Liquidated Damages

The Owner will issue a written “Notice-to-Proceed” which will specify an effective date for the Contractor to commence work.

The Bidder must agree to commence work on a date to be specified in the written Notice-to-Proceed of the Owner and to fully complete the project within **30 calendar days**. The Contractor may be assessed liquidated damages the sum of **two hundred dollars (\$200.00)** for each and every calendar day that the work remains incomplete beyond the above specified time.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the successful Bidder shall furnish surety bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Provisions included herein. The bonds shall be of the form provided hereinafter and shall be executed by a surety acceptable to the Owner and licensed to do business in the State of Vermont. The bonds shall be executed by or countersigned by an agent for surety resident in the State of Vermont and having current power of attorney for the surety. Each bond shall be in the amount of 100% of Contract awarded.

10. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

12. Execution of Contract

The individual, firm, partnership, or corporation to whom or to which the Contract has been awarded shall sign the necessary agreements entering into a Contract with the Owner and return them to the Office of the Owner (with the required contract bonds and insurance certificates) within ten (10) calendar days from the date a written notice of acceptance is mailed.

13. Approval of Contract

Approval of the Contract shall be in accordance with Section 30 of the General Provisions.

The successful Bidder shall return the executed agreements and the appropriate Contract Bonds and Insurance Certificates to the Owner within five (5) calendar days from the date mailed, as specified above. The Owner shall then execute the agreements within fourteen (14) calendar days of the receipt of the Bidder's executed copy of the Contract. Copies of executed Contract will be sent to the Federal Aviation Administration (FAA) for their approval.

The Contract does not become binding until both the successful Bidder and the Owner sign it and it has been approved by the FAA. At that time, and at that time only, does the Contract become binding on all parties. At this point, the Contract is considered fully executed.

14. Failure to Execute Contract

Failure of a Bidder to comply with any of the requirements of the Proposal, failure to execute the Contract within 5 calendar days from the date mailed, as specified, or failure to furnish Contract bonds as required shall be just cause for the annulment of the award. In the event of such annulment of the award, the amount of Proposal or bid security shall become the property of the Owner, not as a penalty but as fixed and agreed liquidated damages. Award may then be made to the next best qualified Bidder, or the work re-advertised, or otherwise handled as the Owner may elect.

15. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection of work.
- b. Insurance requirements.
- c. Wage rates.
- d. Scheduling the Contract work.
- e. Liquidated damages for failure to complete the various portions of the work within the specified times.

16. Addenda and Interpretation

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally.

Each request for such interpretation shall be directed to the Engineer, Stantec Consulting, Inc. via email to airport.bids@stantec.com, on behalf of the Director of Aviation, Burlington International Airport. To be given consideration, each request asking for interpretation must be received at least five (5) working days prior to the date fixed for the opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be electronically mailed (e-mailed) with acknowledgement of receipt requested to all individuals or firms who are registered bidders, not later than two (2) working days prior to the date fixed for the opening of Proposals. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents.

17. Evaluation of Proposals

The City of Burlington, Burlington International Airport may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Airport all such information and data for this purpose as the Airport may request. The Airport reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Airport that such Bidder is properly qualified to carry out the obligation of the Agreement and to complete the work contemplated by the proposed contract. The Airport further reserves the right to reject any Proposal item it desires.

18. Employment of Women

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities. See paragraph 34 regarding the City of Burlington's policy for Women in Construction.

19. Equal Employment Opportunity.

- a. Each Bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCC, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), the Department of Transportation, the City of Burlington, or by other designated trades used in the performance of this contract and other nonfederally involved contracts in the area geographically defined in the plan.
- b. The proposed contract is under and subject to Executive Order 11246 of September 26, 1965, as amended, and to the equal opportunity clause.
- c. The successful Bidder will be required to submit a Certification of Nonsegregated Facilities prior to award of the contract, and to notify prospective subcontractors of the

requirements for such a certification where the subcontract exceeds \$10,000. Samples of the certification and the notice of subcontractors appear in the specifications.

- d. When a determination has been made to award a contract or subcontract to a specific contractor, such contractor is required, prior to the award or after the award, or both, to furnish such other information as the FAA, the sponsor, and the Director of OFCC requests.
- e. A Bidder must indicate whether he has previously had a contract subject to the equal opportunity clause, whether he has filed all report forms required in such contract, and if not, compliance report (Standard Form SF-100) must be submitted with his Proposal.
- f. Equal Employment Opportunity (EEO) and labor provisions, when applicable, are included in the bidding documents of specifications and are available for inspection at the office of the Director of Aviation, Burlington International Airport, Second floor of the Terminal Building at 1200 Airport Drive, South Burlington.
- g. Contractors and subcontractors may satisfy EEO requirements of paragraph 2 of the EEO contract clause by stating in all solicitations or advertisements for employees that:

"All qualified applicants will receive consideration for employment without regard to race, color, sex, or national origin."

or by using a single advertisement in which appears in clearly distinguished type, the phrase:

"an equal opportunity employer."

- h. A contractor having 50 or more employees and his subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000 or more will, within 120 days from contract commencement, be required to develop a written affirmative action compliance program for each of its establishments (state and local governments are exempt).

20. Subcontractors

The submission of the name of a subcontractor in the Proposal shall be deemed to constitute an acceptance by the contractor, if awarded the contract, of the bid of such subcontractor. Any alteration therein, after the award of the contract, shall be subject to the approval of the Burlington International Airport Board of Airport Commissioners.

21. Obligations of the Bidder

At the time of the opening of Proposals, each Bidder will be expected to have inspected the site(s) and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Proposal.

All Bidders are specifically instructed to visit the site(s) of the work, to ascertain personally the extent and character of the work to be performed and to familiarize themselves with conditions at the site(s).

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

22. Cooperation by Contractor

The Contractor shall so carry on his work under the direction of the Owner's Engineer that Public Service Corporations, or Municipal Departments or FAA, may enter on the work to make changes in their structures or to place new structures and connection therewith without interference and the Contractor shall have no claim for, or on account of any delay which may be due to, or result from, said work of Public Service Corporations, Municipal Departments, FAA or other contractors.

23. Domestic Preference for Materials

In the performance of the work covered by this contract the Contractor, subcontractors, material, men or suppliers shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials as have been manufactured in the United States. The foregoing provision shall not apply to such articles, materials, or supplies of the class or kind to be used or such articles, materials or supplies from which they are manufactured, as are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, or to such articles, materials, or supplies as may be excepted by the Secretary of Commerce under the provision of Title III, Section of the Act of March 3, 1933, 47 Stat. 1520 (U.S. Code, Title 41, Sec b).

24. Dig Safe

Vermont Statutes requires that prior to commencing any excavation the Contractor shall notify any and all utility companies which might have an underground utility installation in the vicinity of the work area. Such notice shall be given at least 48 hours prior to the time of anticipated excavation.

Such notice may be conducted by notifying the following to ascertain the potential location of any underground utility in the area:

- Dig Safe, Inc.: 888-344-7233 or 800-225-4977
- Burlington Airport Electrician: 802-316-9912
- FAA Technical Operations: 802-657-4456

25. Disadvantaged Business Enterprise Program

The Burlington International Airport (as a recipient of Federal Grants administered by the Department of Transportation/Federal Aviation Administration) has established project contract goals for the active participation of disadvantaged business enterprises. These goals go well beyond standard, non-discriminatory/affirmative action assurances.

All Bidders on project contracts will be carefully reviewed prior to award to assure that they have, indeed, met these goals, or can clearly demonstrate that they made vigorous good faith efforts to meet them.

The following procedures are included to guide Bidders in the factors the Owner will be looking at during the review process.

If additional information or help is needed regarding the Owner's DBE commitment contact:

Director of Aviation
Burlington International Airport
1200 Airport Drive, Box 1
South Burlington, Vermont 05403

PROCEDURES USED TO REQUIRE CONTRACTORS TO IDENTIFY DISADVANTAGED BUSINESS ENTERPRISES

The Bidder's attention is called to the Proposal Documents which contain the Disadvantaged Business Enterprise Policy-Contract Requirements and Goals and Assurances, including requirements for Subcontractor identification.

SELECTION CRITERIA USED TO ENSURE THAT PRIME CONTRACTS ARE GRANTED TO COMPETITORS THAT MEET, OR SHOW GOOD FAITH EFFORTS TO MEET DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS

All Bidders will be required to submit DBE participation information. Award of the Contract will be conditioned upon the Bidder's satisfying the Burlington International Airport's (Owner/Sponsor) Disadvantaged Business Enterprise (DBE) Program, among other conditions.

All Bidders, in order to satisfy this condition, will demonstrate in writing, how these goals will be met.

If the DBE participation submitted does not meet the DBE Contract goals, the Bidder shall satisfy to the Owner/Sponsor, in writing, that the Bidder has made good faith efforts to meet the goals.

The following is a guideline of points the Owner/Sponsor, shall consider in determining good faith effort. This is not intended to be a mandatory checklist, nor exclusive, or exhaustive.

1. Whether the Bidder attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;

2. Whether the Bidder advertised in general circulation, trade association, and DBE-focus media concerning the subcontracting opportunities;
3. Whether the Bidder provided written notice to a reasonable number of specific DBE that their interest in the Contract was being solicited in sufficient time to allow DBE's to participate effectively;
4. Whether the Bidder followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE were interested;
5. Whether the Bidder selected portions of the work to be performed by DBE's in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
6. Whether the Bidder provided interested DBE's with adequate information about the plans, specifications and requirements of the Contract;
7. Whether the Bidder negotiated in good faith with interested DBE's...not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;
8. Whether the Bidder made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the Owner or Contractor and
9. Whether the Bidder effectively used the services of available DBE community organizations; DBE's contractors' groups; local, State and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

26. Insurance

GENERAL: Prior to beginning any work the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the Municipality. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. It is agreed that the liability insurance furnished by the Contractor is primary and non-contributory for all the additional insureds.

The Contractor is responsible to verify and confirm in writing to the CITY that:

(a) All subcontractors, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subcontractors, agents or workers. Subcontractors and contractors must comply with the same insurance requirements as the Contractor.

(b) All coverages shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the Municipality.

GENERAL LIABILITY AND PROPERTY DAMAGE:

(a) With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

(b) The policy shall be on an occurrence form with limits not less than:

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the Contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors and subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
(b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

(a) General. The Contractor shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

\$3,000,000 - Annual Aggregate

\$1,000,000 - Per Occurrence

(b) Deductibles. The Contractor is responsible for any and all deductibles.

(c) Coverage. Prior to performing any work, the Contractor agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

VALUABLE PAPERS INSURANCE: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by the Municipality or developed by the Contractor, subcontractor, worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the Contractor to, and accepted by, the Municipality.

The policy shall provide coverage on an each occurrence basis with limits not less than:

Valuable Papers	\$10,000
Electronic Data Media	\$10,000

AUTOMOBILE LIABILITY: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:

\$1,000,000 Each Event Limit

\$1,000,000 General Aggregate Limit

27. Method of Award

The Owner reserves the right to reject any or all Proposals for any reason the Owner deems advisable. Award of contract will be made by the Owner upon the recommendation of the Engineer to the lowest, eligible, responsive bidder meeting the requirements of the Owner.

The Contract will be awarded to the Contractor with the lowest qualified bid. If such bid exceeds the available funding for the project, the Owner may reject all bids.

Notice of the acceptance of this Proposal will be given to the successful bidder by the Owner posting a certified letter to the bidder's address stated in said Proposal. If within 5 calendar days after this day when such notice was given, the successful bidder shall fail to deliver his bonds properly executed and his contract duly signed, in consideration of such failure, this Proposal and acceptance, at the option of the Owner, may become null and void, and the bid guaranty accompanying his Proposal shall become the property of the Owner which may proceed to accept another of the Proposals.

28. Disqualification of Bidders

A bidder shall be considered disqualified for any of the following:

- a. Submitting more than one Proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the Proposal as a requirement for bidding.
- d. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the Proposal to a prospective bidder.
- e. Contractor default under previous contracts with the Owner.
- f. Unsatisfactory work on previous contracts with the Owner.
- g. Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items.
- h. Failure to submit a unit price for each item of work for which a bid price is required by the Proposal.
- i. Lack of competency as revealed by the financial statement, experience, or plant and equipment statements submitted.
- j. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- k. Uncompleted work which, in judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

29. Withdrawal or Revision of Proposals

A bidder may withdraw or revise (by withdrawal of one Proposal and submission of another) a Proposal provided that the bidder's request for withdrawal is received by the owner in writing before the time specified for opening bids. Revised Proposals must be

received at the place specified in the advertisement before the time specified for opening all bids.

30. Sales Tax Exemption

The City of Burlington is exempt from the State of Vermont sales tax. Also, sales made to contractors, subcontractors or repairmen of materials, supplies or services which are to be incorporated into the completed work as part of this project are exempt from the sales tax. It shall be the contractor's responsibility to comply with all State regulations in regard to this exemption.

31. Fingerprint-Based Criminal History Record Check

Prior to issuance of a Notice to Proceed, the Contractor has not more than two (2) weeks after the award of the Contract to complete Fingerprint-Based Criminal History Record Checks, per 14 CFR Part 1542.209, on a sufficient number of the Contractor's employees to provide escort in the Airport's secure, restricted, and sterile areas. Please refer to paragraph 6.0 in Special Work Requirements Specification.

32. Livable Wage Ordinance

Bidders are advised that certain City contractors are required to comply with the City of Burlington's livable wage ordinance. The livable wage ordinance is applicable to **service contracts** with the City of Burlington (as opposed to the purchasing of goods) where total amount of the contract or contracts with the same person or entity exceeds **\$15,000** for any twelve-month period. As of July 1, 2014, the livable wage for employees who receive health care benefits (i.e., employer cost or contribution of at least \$1.20 per hour) is **\$13.94** per hour. The livable wage for employees who do not receive health care benefits is **\$15.83** per hour.

An employee of a covered contractor must be paid the livable wage during the period of time he or she expends on furnishing services funded by the City. Covered employees must agree to the payment of the livable wage as a condition of entering into a covered service contract with the City. A covered employer who violates the livable wage ordinance may be barred from receiving a contract or grant from the City for a period of up to 2 years and may be subject to other civil enforcement remedies.

Please see livable wage ordinance for a more detailed description of its requirements.

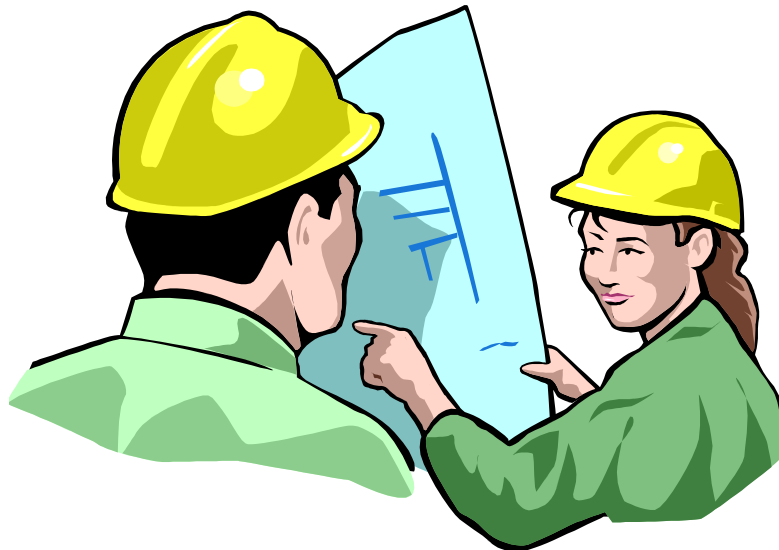
33. Women in Construction

The following Ordinance of the City of Burlington along with background information on the Women in Construction Program is provided for your use in preparing your Proposal. The required certification form is included in the bid package.

CITY OF BURLINGTON

**WOMEN AND CONSTRUCTION
TRADES ORDINANCE (WACTO)**

INFORMATION & REPORTING PACKET



For further information and answers to questions
regarding WATCO, please call the
Community and Economic Development Office at: 802/865-7144

April 10, 1986
Revised July 27, 2000



(Copied from Burlington City Charter Supp. No. 41)

ARTICLE II. WOMEN IN CONSTRUCTION TRADES¹

Sec 21-50. Statement of purpose.

Whereas, women in Burlington, as elsewhere, need improved job opportunities and increased income to support themselves and their families; and

Whereas, the current development situation in Burlington is resulting in the expenditure of millions of dollars by both the private and public sectors for construction projects; and

Whereas, jobs in the construction trades; including entry level position, are among the better paid jobs in the Burlington area; and

Whereas, the differential in the Burlington area between number of female employees and number of males employees is largest in the field of construction trades; and

Whereas, job training for construction trades primarily on-site and involves paid positions; and

Whereas, women in construction trades offer highly visible role models of employment of women in nontraditional fields; and

Whereas, for all of the above reasons, it is the intention of the city council in passing this article to improve job opportunities for women in the construction trades. (Ord. of 3-10-86, § 21-40) 21-40)

Sec. 21-51. Definitions.

As used in this article, the following terms shall be defined as follows:

- (1) *Construction contract.* An agreement to provide labor and related materials, supplies or services for any construction within the city which involves any city funds, other governmental funds funneled through the city, private funds funneled through the city, or other publicly supported projects including those financed by tax-exempt industrial revenue bonds.
- (2) *Construction contractor.* Any person or persons, firm, partnership, corporation or combination thereof who submits a bid and/or enters into construction contracts let or awarded in the city which involve any amount of public financing, including financing by tax-exempt industrial revenue bonds.
- (3) *Subcontractor.* Any person or persons, firm, partnership, corporation or any combination thereof, who enters into a contract or agreement with the construction contractor to perform a substantial specified portion of the contract let or awarded in the city which involves any amount of public financing, including financing by tax-exempt industrial revenue bonds.
- (4) *Construction trades workers.* Workers performing job categories including, but not limited to:

¹ Editor's note—An ordinance of March 10, 1986, amended Ch.21 by adding new provisions designated §§21-40—21-46. In order to provide better classification and to facilitate the indexing, reference and use of these new provisions, the editor, at his discretion, has redesignated them as a new Art. II, §§ 21-50—21-54. The provisions of said ordinance set out as §§ 21-45 and 21-46, providing a repealer and severability clause, have not been included herein by the editor. Supp. No. 41

Brickmasons, stonemasons, tile setters;
Carpenters;
Electricians and power transmission installers;
Painters, paperhangers, plasterers;
Plumbers, pipefitters, and steamfitters;
Carpet installers;
Drywall installers and drywall finishers;
Concrete and terrazzo finishers;
Glaziers;
Insulation workers;
Paving, surfacing and tamping equipment operators;
Roofers;
Sheet-metal duct installers;
Structural metal workers.

(Ord. of 3-10-86. § 21-41)

Sec. 21-52. Establishment of workforce participation rates for women.

(a) The following work force participation rates shall apply to each category of construction trades workers and each construction contract entered into in which the total project cost is fifty thousand dollars (\$50,000.00) or more:

- (1) Contractors and subcontractors whose total number of employees is one to five (-5) shall be exempt from any specific requirement under this article.
- (2) Contractors and subcontractors whose total number of employees is six to fifteen (6-15) shall be required to employ and maintain the employment of at least one woman as a condition of any construction contract which they enter into within the city.
- (3) Contractors and subcontractors whose total number of employees is sixteen (16) or more shall be required to employ and maintain the employment of women in at least ten (10) per cent of the positions in each of the construction trades performed by that contractor or subcontractor.

(b) It is the purpose of this article to require work force participation rates for women in the amount of ten (10) per cent of the construction trades workers in each category of construction trade and in all applicable construction contracts within the city. Compliance with this article specifically includes the submission of a plan for compliance by the contractor or subcontractor as part of any bid or contract proposal; compliance with this article at the beginning of the contract; and continued compliance during the term of the contract, including any extensions of the term which may be agreed to by the parties to the contract. (Ord. of 3-10-86, § 21-42)

Sec. 21-53. Enforcement.

(a) Each contractor and subcontractor who submits a bid and/or enters into construction contracts let or awarded for publicly financed projects within the city shall submit as part of the bid or contract proposal a specific plan detailing how the contractor or subcontractor intends to comply with the work force participation rates for women.

(b) The plan submitted shall include a list of specific jobs in the construction trades which will be required for the contract; a list of current employees of the contractor or subcontractor by name, trade and sex; sample advertisements which will be used to recruit construction trades workers for the contract; a list of all places that recruitment will be done including the names of publications where advertisements will be placed; a description of any apprenticeship/training programs provided by the contractor or subcontractor; any available evidence of the contractor's or subcontractor's previous record of hiring

women in the construction trades; and the name of the person or persons who will be responsible for the contractor's or subcontractor's compliance with this article.

(c) Compliance with work force participation rates for women shall be a condition precedent of any construction contract awarded within the city for a project that is partially or totally financed with public funds, including tax-exempt industrial revenue bonds.

(d) In order to assure continued compliance with this article during the duration of the contract, all contractors and subcontractors affected by this article shall submit monthly work force charts listing construction trades workers by name, trade, hours worked, hourly rate of pay and sex.

(e) In order to have consistency in enforcement of this article, negotiations for implementation of the work force participation rates for women in applicable contracts and the monitoring of the contracts awarded for applicable projects shall be conducted by the Community and Economic Development Office. Other city departments who award construction contracts shall cooperate with the community and economic development office and the office of the city attorney in the enforcement of this article. (Ord. of 3-10-86, § 21-43)

Sec. 21-54. Penalty.

In addition to the fact that construction contracts shall not be awarded to contractors or subcontractors who do not present a specific plan for compliance with the requirements of this article, penalties for noncompliance after contracts are awarded shall be a fine of fifty dollars (\$50.00) for each day of the violation and for each position under the contract which the contractor or subcontractor was to have filled with a female employee and failed to comply. (Ord. of 3-10-86, § 21-44)

FACT SHEET

Background of Ordinance

This ordinance originated in the Economic Justice Committee of the Burlington Women's Coalition after research, done by the Council, and the Community and Economic Development Office (CEDO) showed that a significant percentage of the families living in poverty in Burlington were headed by single parents – mostly women – and that existing job opportunities for women were not providing jobs which would enable these women to avoid the welfare system and support their families. The research also showed that women were seriously underrepresented in jobs in the construction trades and that these jobs offer salary scales which would enable people to support families without governmental assistance. It was also demonstrated that job training in the construction trades is usually on-site and paid positions.

Support for the Ordinance

The ordinance was passed by the City Council on March 10, 1986, and became effective on April 10, 1986. It has been strongly supported by the Burlington's Women's Coalition (formerly Women's Council), the Women's Economic Opportunity Project, the CEDO Office, and other City officials. Public input was strong with support led by women who have experience working in the trades. The only opposition came from a few contractors, and it is fair to say that they weren't opposed to the idea, but were concerned about the availability of women to fill the necessary construction trade jobs.

Who is Affected

All construction contracts in the City involving any public funds that are for projects over \$50,000.

Goals of the Ordinance

The overall purpose of the ordinance is to improve job opportunities for women in the construction trades. In addition to an exemption for contractors who have 1 to 5 employees, the 10% goal can be met by contractors with 6 to 15 employees by having one women employed in the trades(s). For contractors who have 16 employees, or more, 10% of their employees in the construction trades must be women. The ultimate goal of the ordinance is to have 10% women employed in each construction trade category.

Special Requirements

Before any bid can be accepted for an applicable project, the contractor shall submit a signed statement of intent to comply and to have his or her subcontractors comply with the provisions of the ordinance. The statement of intent shall be included in all bid packets provided to contractors interested in bidding on a project. The signed statement must be submitted with the bid.

After a contractor is selected for a project, the contractor and any known subcontractors for the project must submit an Employment Plan specifying their compliance or non-compliance with the ordinance. In cases of non-compliance, recruitment efforts, etc. to be made must be specified. The Employment Plan(s) must be submitted to the CEDO Office in a timely manner for approval, and the Employment Plan(s) must be approved before the contract for the project is signed. Continued compliance with the ordinance during the duration of the contract is required, and the CEDO Office will monitor compliance with the approved Employment Plan.

Technical Assistance

Technical assistance to City departments and contractors will be provided by the CEDO office, the Women's Economic Opportunity Project, and the Burlington Women's Coalition. Model Employment Plans, monitoring forms, etc., will be provided. A Job Bank of qualified tradeswomen will be available to assist contractors in complying with the law.

Who will Enforce

The primary responsibility for monitoring and enforcing compliance with the ordinance is in the CEDO Office. A staff person in that office has been designated the Compliance Officer for this law. Ultimately, prosecutions for violations of the ordinance will be done by the City Attorney's Office.

Penalties for Non-compliance

The ordinance provides for daily fines for non-compliance. These fines are in addition to the fact that the contract for the project cannot be signed until the contractor and subcontractors known at the time of the signing of the contract have submitted Employment Plans specifying how they will comply with the ordinance and these Employment Plans have been approved by the CEDO Office.

ADMINISTRATIVE POLICY

Introduction

This ordinance originated in the Economic Justice Committee of the Burlington Women's Coalition after research, done by the Council, and the CEDO office showed that a significant percentage of the families living in poverty in Burlington were headed by single parents – mostly women – and that existing job opportunities for women were not providing jobs which would enable these women to avoid the welfare system and support their families. The research also showed that women were seriously underrepresented in jobs in the construction trades and that these jobs offer salary scales which would enable people to support families without governmental assistance. It was also demonstrated that job training in the construction trades is usually on-site and paid positions.

Article I – Definitions: For the purposes of this administrative policy, the following terms shall be defined as follows:

A. Awarding Authority

The department of the City of Burlington or other entity awarding the construction contract.

B. Enforcement Office

The CEDO Office shall be responsible for ensuring compliance with the Women in Construction Trades Ordinance. Other City departments who award construction contracts shall cooperate with the CEDO Office and the Office of the City Attorney in the enforcement of the Ordinance.

C. Contract Price

The proposed base contract price submitted by a general contractor at the time stated for the opening of bids.

D. Employment Plan

The plan that describes the contractor's current work force, the level of present compliance or non-compliance with the Ordinance, recruitment plans to bring the contractor into compliance or arrangements for continual compliance during the contract. (See attached format for plan.)

E. The Ordinance

The Women in Construction Trades Ordinance passed by the City Council of Burlington on March 10, 1986 and effective on April 10, 1986.

Article II – Workforce Participation Rates for Women in Construction Trades.

A. Goals of the Ordinance

The overall purpose of the Ordinance is to improve job opportunities for women in the construction trades. The goal is to have 10% of the people employed in each construction trades category be women. Section 21-52 of the Ordinance specifically requires the following Work Force Participation Rates for Women:

“(1) The following work force participation rates shall apply to each category of construction trades workers and each construction contract entered into in which the total project cost is fifty thousand dollars (\$50,000) or more:

- (a) Contractors and subcontractors whose total number of employees is one to five (1-5) shall be exempt from any specific requirement under this ordinance.
- (b) Contractors and subcontractors whose total number of employees is six to fifteen (6-15) shall be required to employ and maintain the employment of at least one (1) woman as a condition of any construction contract which they enter into within the City.
- (c) Contractors and subcontractors whose total number of employees is sixteen (16) or more shall be required to employ and maintain the employment of women in at least ten (10%) percent of the position in each of the construction trades performed by that contractor or subcontractor.”

The numbers in the section of the Ordinance on Work Force Participation Rates apply to the number of employees to be used on the applicable project.

B. Applicable Construction Trades:

The Work Force Participation Rates shall apply to construction workers in job categories including, but not limited to:

Brick masons, stone masons, tile setters, Carpenters, electricians & power transmission installers, painters, paper hangers, plasterers, plumbers, pipe fitters & steamfitters, carpet installers, drywall installers and drywall finishers, concrete & terrazzo finishers, glaziers, insulation workers, paving, surfacing & tamping equipment operations, roofers, sheet metal duct installers, structural metal workers.

Other construction trades jobs covered by the Ordinance include:

Power equipment operators

- truck drivers
- back hoe
- bulldozer
- crane
- loader
- grader

Sprinkler installers

Elevator installers

Laborers

Landscape

Compliance with the 10% figure shall be enforced by comparing the number of female construction trades workers with the total number of construction trades workers on the project and by comparing the number of female work hours in the construction trades on the project with the total number of construction trades work hours. The 10% requirement may be met with females in training positions in the construction trades.

Article III: Contractors' Compliance Responsibilities.

A. Subcontractors

The general contractor shall be held responsible for the project's overall compliance and shall ensure that any subcontracts entered into for construction under the prime contract conform to the requirements of the Ordinance.

B. Pre-bid Requirements

All general contractors must submit with their bids to the Awarding Authority a statement specifying their intent and the intent of their subcontractors to comply with the requirements of the Ordinance. The form of the statement of intent shall be as follows:

The contractor and subcontractors on this project have read and understand the provisions of the City of Burlington's Women in Construction Trades Ordinance as described in the Ordinance and the Administrative Policy statement.

The contractor shall submit prior to the signing of the contract a completed Employment Plan. This Employment Plan shall be approved by the CEDO Office before the signing of the contract.

The contractor and all subcontractors shall prepare and submit Monthly Compliance Reports no later than the first Thursday of each month following the month work is performed. The CEDO Office shall be notified of any work suspension, the day work was suspended, and the day the work commencement is anticipated. This Monthly Compliance Report shall document the name, address, social security number and sex of each worker, job classification, total hours worked each day on the project, total hours worked during this time period, rate of pay and gross earnings.

The contractor and subcontractors shall comply with the Women and Construction Trades Ordinance throughout the contract period.

(Signature of Authorized Official)

(Date)

All general contractors shall receive a copy of the statement of intent to comply with the Ordinance in their bid packet. A contractor's bid on a project shall not be considered for the project unless his or her bid includes the signed statement of intent to comply with the Ordinance.

C. Pre-contract Signing Requirements

The general contractor who is awarded the contract shall, prior to the contract signing with the Awarding Authority, submit a completed Employment Plan for approval by the Enforcement Office. The Employment Plan includes a description of the general contractor's and known subcontractors' current workforce and the workforce for the project. If the current workforce for the project meets the 10% requirement of the Ordinance at the time the contract is signed, then the Employment Plan shall document current compliance and efforts the contractor will make to ensure continuous compliance with the Ordinance during the entire term of the contract. If the contractor's and known

subcontractors' workforce does not meet the 10% requirement of the Ordinance at the time the contract is signed, then the Employment Plan shall specifically describe efforts the contractor shall make to comply with the 10% requirement of the Ordinance. The Enforcement Office shall provide technical assistance to contractors to help with completion of the Employment Plan.

D. Designation of Responsibility

The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company is complying with Ordinance requirements and to submit reports as required to the Enforcement Office, and to keep records. This official shall be designated in the Employment Plan.

Article IV: Compliance During Construction Phase

A. Pre-construction Conference

Prior to the commencement of work for the contract, the Awarding Authority in conjunction with the Enforcement Office, shall conduct at least one pre-construction conference to explain the workforce requirements. The general contractor shall ensure that all subcontractors to be used on the project also attend the pre-construction conference.

In the event that subcontractors are not yet identified at the time of the pre-construction conference, the general contractor shall be responsible for providing written notification to the Enforcement Office within 10 working days of award of any subcontract for construction work under the prime contract. The notification shall list the project name, the name, address and telephone number of the subcontractor, and estimated starting and completion dates of the labor to be supplied under the subcontract. The general contractor shall, upon entering into an agreement with the subcontractor, submit a subcontractor Employment Plan to the Enforcement Office prior to the start of work under the subcontract.

B. Recruitment and Documenting Compliance

In the hiring of women, the contractor and its subcontractors may rely on traditional referral methods utilized by the construction industry and shall also take specific affirmative action to ensure compliance with the 10% female workforce participation rates. Contractors will be in compliance only if they and their subcontractors have a minimum of 10% women on the workforce for the project or if they can clearly demonstrate that they have followed all the recruitment procedures to employ women as outlined in their Employment Plans and the Employment Plans of their subcontractors. The contractor shall document these efforts fully and shall take affirmative action steps at least as extensive as the following:

1. Establish and maintain a current list of female recruitment sources and community organizations, including, but not limited to, the Burlington Women's Coalition's Women in Skilled Trades Job Bank. When the Contractor has employment opportunities available, a record of the requests made to these sources and organizations for female applicants shall be maintained and record of responses to the request for referrals shall also be maintained. The Enforcement Office will provide technical assistance to contractors to help develop and update this list of recruitment sources.

2. Maintain a file of relevant documents related to recruitment including, but not limited to: copies of all advertisements for job openings related to the project, including placement of such advertising and dates thereof; copies and/or notations of all referrals requested and all referrals received for employment on the project, including names, addresses and phone numbers of all female applicants; records of all individual applications made for employment on the project and the results of these individual applications; and a record of all persons hired to work on the project together with their starting dates.
3. Establish and maintain a printed list of the skill requirements for each construction trade category they employ. This list should cover specific skills used on the job, experience with specialized tools and any other standards the contractor maintains for performance in the job category.
4. Establish and maintain descriptions of any training or apprenticeship programs offered to employees.
5. Disseminate the contractor's policy on ensuring 10% female work force participation rates by posting it on bulletin boards accessible to all employees at each workplace location related to the project.
6. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which contractor's employees are assigned to work, with specific attention to female employees working at such sites. Ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment.

C. Access to Records

The contractor and its subcontractors shall submit the required Employment Plans and Monthly Compliance Reports to the Enforcement Office in a timely manner. In addition, all records of recruitment efforts made by the contractor and subcontractors shall be maintained, including, but not limited to, copies of all advertisements for job openings related to the project, including placement of such advertising and dates thereof, copies and/or notations of all referrals requested and all referrals received, records of all individual applications made for employment and the results of those individual applications. Specific information related to attempts to recruit female employees shall be included in these records. The contractor and subcontractor shall make available all or any portion of these records to the Enforcement Office within seven (7) days of a request for such information by that office. The contractor and subcontractors also shall permit access to their facilities and any books, records, accounts and other sources of information that the Enforcement Office, the Awarding Authority or the City of Burlington determines relates to the employment of personnel. Where information is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so demonstrate to the Enforcement Office and shall say what efforts he or she has made to obtain this information. These requirements for access to records apply only to information pertinent to compliance with this Ordinance.

Article V: Enforcement.

A. Start of Construction.

The construction start date shall be established at the pre-construction conference. In the event that a firm date cannot be established at the conference, both the Awarding Authority and the general contractor shall notify the Enforcement Office, in advance, of the date that work is to start on a project. Further, the general contractor shall advise the

Enforcement Office of dates that individual subcontractors are starting work on the project.

B. Monthly Compliance Reports

The contractor and all subcontractors shall prepare and submit to the Enforcement Office Monthly Compliance Reports no later than the first Thursday of each month following the month work is performed. The Enforcement Office shall be notified of any work suspension, the date work was suspended and the date the work commencement is anticipated.

The reports shall document the name and address of each worker, the sex, work classification, hours worked on project and rate of pay. The reports shall also designate which workers are newly hired.

C. On-site Inspections

The Enforcement Office shall have the right of access to the construction site during work hours in order that on-site inspections may be conducted.

D. Documented Compliance Efforts

The contractor and its subcontractors shall be deemed to be in compliance with the Ordinance only if they have demonstrated to the Enforcement Office that they have a minimum of 10% women on their workforce or if that requirement has not been met, that they have followed all of the recruitment procedures outlined in their Employment Plan(s). Compliance requires maintenance of specific documentation of all outreach and recruitment efforts as well as records of all applications for employment and the results of those applications.

The Enforcement Office and the Office of the City Attorney shall have the responsibility and authority to determine whether a contractor has met its obligations to comply with all the terms of the Ordinance.

E. Penalties

In the event that a contractor refuses or fails to comply with the requirements of this Ordinance, penalties for noncompliance after contracts are awarded shall be a fine of fifty (\$50.00) dollars for each day of the violation and for each position under the contract which the contractor or subcontractor was to have filled with a female employee and failed to comply.

CITY OF BURLINGTON
PRE-QUALIFICATION OF CONSTRUCTION
CONTRACTORS APPLICATION

Bidders are to ensure they have fulfilled the **annual requirement** of pre-qualification with the City of Burlington by submitting the City of Burlington's ***Pre-Qualification of Construction Contractors Application*** form to the Director of Aviation, Burlington International Airport, 1200 Airport Drive, #1, South Burlington, Vermont 05403. This form must be submitted five (5) days before this bid is due (unless the bidder has already fulfilled this annual requirement).

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City of Burlington



Pre-Qualification of Construction Contractors Application

Date Received: _____

Date Checked: _____

Available for Electronic Mailing

Pre-Qualification of Construction Contractors Application

This is an application for pre-qualification of construction contractors for the City of Burlington under Chapter 21 of the Code of Ordinances. The purpose of the application is to solicit information necessary to determine whether a contractor applying for work on a government funded project is a responsible contractor.

1. Policy

It is the policy of the City of Burlington to let contracts for city construction projects only to contractors and subcontractors that demonstrate that they are responsible contractors.

2. Responsible Contractor

Responsible contractors are those contractors and subcontractors who have demonstrated to the city that they are financially responsible, have experience suggesting that they have the ability to perform government projects responsibly, have demonstrated that they are responsible employers, and have demonstrated that they have fair subcontractor relations, or that they perform all work with their own forces.

3. Minimum Contract Amount

This pre-qualification requirement applies to any construction contract by a department, board or council of the City, or those construction projects financed by tax exempt bonds issued by the Burlington Community Development Corporation, in which the total project cost is \$100,000 or more.

4. Contracting Authority

This application is to be delivered to the contracting authority under the schedule determined by that authority as part of the bidding process. The contracting authority is the department, board or council, agency, or entity that is sponsoring the contract on behalf of a government funded project.

5. Proprietary Information

All information submitted by contractors and subcontractors in connection with a pre-qualification application shall be considered proprietary information. The City shall not release the information except as may be required by the Access to Public Records Law, or by court order.

6. Subcontract Work

The pre-qualification requirement does not apply to subcontractors where the total value of the work to be performed is less than \$7,500.

Instructions for Filing the Questionnaire, Financial Statement and Other General Information For Contractors

1. Preparation of Statement:

One copy of the questionnaire is required by the City. It must be completely executed and properly sworn to before a Notary Public. Financial Statements which are compiled, reviewed, or fully-audited must be prepared and certified by an Independent Certified Public Accountant (CPA). A Certified Public Accountant is considered on who, in Vermont, is registered by the State of Vermont Board of Public Accountancy as a CPA. For other states, the City will consider a CPA whose registration qualifications in their state equal those established in Vermont. This questionnaire must be submitted at least five (5) working days before the date of opening bids in order to ensure consideration for pre-qualification for a particular bid opening.

2. Notification of Action Taken:

The City will send in writing to the applicant a notification of its decision. Questionnaires will be considered in the order received and acted upon at all times as promptly as circumstances permit. Contractors duly pre-qualified will be appraised in writing of both the amount and type of work on which they will be eligible to bid.

3. Duration of Pre-Qualification:

The duration of any pre-qualification will not exceed one (1) year and will expire annually three (3) months subsequent to the closing date of the contractors fiscal year, as evidenced in their financial statement.

4. Revision of Pre-Qualification Rating:

Requests for revision of pre-qualification rating will be considered at any time provided credentials showing increased assets, equipment or ability to perform work are submitted. These must be submitted at least five (5) working days prior to a bid opening to receive consideration for that bid opening. Contractors shall also report any substantial increase in liabilities that occurs during the pre-qualification period.

5. Request for Plans, Specifications and Proposal Form:

Contractors having been duly pre-qualified will receive notices from time to time inviting submission of proposals for the contracts to be let on specified dates. A Contractor desiring to receive plans, proposal and specifications for any contract may obtain them upon written request only, utilizing the special form entitled A Standard Form B Request for Proposal and/or Plans. This form is furnished to all pre-qualified contractors by the City and this form must show the status of all work under contract or otherwise executed by the Contractor, both inside and outside the State of Vermont, as of the date of request.

**PRE-QUALIFICATION OF
CONSTRUCTION CONTRACTORS
APPLICATION**

Submitted by _____

Corporation Partnership Individual Other

Mailing Address _____

Location Address _____

Telephone Number _____ Federal ID Number _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Authorized Signature

Date

Experience Questionnaire

How many years has your organization been in business as a general contractor under your present business name? _____ Under other names? (List)

How many years experience in construction work has your organization had, (a) As a general Contractor, (b) As a Sub-Contractor: _____

Has your organization, or any officer, partner, director or principal individual thereof ever admitted to or been convicted of any criminal violation, including but not limited to discrimination, anti-trust or labor violations, other than traffic offences; or been convicted of or is currently being sued for any civil antitrust violation or other civil suit involving fraud; or been debarred from performing work on any contract?

If so, give full details, including the name of any individual involved and the court and docket number of any civil or criminal actions:

Date of reinstatement _____

2. Is your organization currently debarred from performing work on any contract? YES / NO

If yes, by whom? _____

Date of reinstatement: _____

3. Has your organization ever been denied pre-qualification? YES / NO

If so, by whom and for what reason? _____

4. Have you ever failed to complete any work awarded to you? YES / NO

If so, where and why? _____

5. Has any officer, director or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? YES / NO

If so, state the name of individual, other organization and reason therefore:

6. Has any officer, director or partner of your organization ever failed to complete a construction contract handled in his own name? YES / NO

If so, state name of individual, name of owner and reason therefore: YES / NO

7. Has the organization been cited in the past three (3) years for violations of OSHA?

If so, please explain: YES / NO

8. Has the organization currently any outstanding legal action against it by a subcontractor on a current or former job? YES / NO

If so, please explain:

9. List all parents, subsidiaries, affiliates or divisions of your firm, and any related parties included in disclosures in your most recent financial statements or the notes thereto:

10. List any of your officers, shareholders or directors that are affiliated with any other contractor and/or supplier:

11. Identify all persons having final bidding authority and/or the Chief Estimator:

12. Give names and complete addresses of three (3) major material suppliers and/or subcontractors with whom your firm has done business in the past 3 years:

13. List the names and addresses of the following:

Bank:

Amount of Letter of Credit:

Bonding Co. and limit (Please specify per project and aggregate limits):

Bonding Agent:

Liability Insurance:

Name of Carrier:

Limits of Liability:

Worker's Compensation:

Name of Carrier:

14. Does the organization have a company safety program, such as, YES / NO
a currently approved VOSHA plan in place?

If so, briefly describe:

15. List the average wages and benefits paid by the organization over the past year for the skills, trades and job classifications intended to be employed for the contract (s) under consideration in this pre-qualification:

<u>Job Title</u>	<u>Hourly wages</u>	<u>Benefits</u>
<u>CARPENTER</u>		
<u>ELECTRICIAN</u>		
<u>PAINTERS</u>		
<u>PIPEFITTERS</u>		
<u>PLUMBERS</u>		
<u>ROOFERS</u>		
<u>POWER EQUIPMENT OPERATORS</u>		
<u>TRUCKER DRIVERS</u>		
<u>LABORERS</u>		
<u>OTHERS</u>		

16. List specific projects which your organization has completed in the last five years (Attach additional sheet if required):

<u>Contract Amount</u>	<u>Type of Work</u>	<u>% of Subcontract</u>	<u>When Completed</u>	<u>Location</u>	<u>Name, Address and Telephone of Owner</u>

17. List all field supervisory personnel and indicate their construction experience:

<u>Name</u>	<u>Present Position or Office</u>	<u>No. of Years With this Firm</u>	<u>Construction Experience</u>	<u>Magnitude and Type of Work</u>	<u>In what Capacity</u>

18. Is your firm pre-qualified by the State of Vermont?

YES / NO

If so, please state rating and type of work qualified to perform:

RATING

TYPE OF WORK

Experience and Work Preference

In the following tabulation indicate the various types of work in which you are experienced and for which you desire to be qualified:

Bridge Construction	_____	Bridge Rehabilitation	_____
Railroad Signals	_____	Roads Culverts	_____
Building Construction	_____	Building Demolition	_____
Surface Rehabilitation	_____	Maintenance	_____
Tank Removal/Replacement	_____	Foundation	_____
Guard Rail, Fencing & Signs	_____	Hazardous Material Removal	_____
Construction &	_____	Landscaping	_____
Rehabilitation	_____	Pavement Markings	_____
Traffic Signals & Lighting	_____	Water & Sewer	_____
Road Construction	_____	Other (as specified)	_____

19. Financial Capability.

The City reserves the right to request additional information if necessary to establish financial capability.

GENERAL PROVISIONS

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General Provisions

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Part 1 – General Provisions

Section 10 Definition of Terms

Whenever the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-05 AIR OPERATIONS AREA. For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-06 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas, and includes a heliport.

10-07 ASTM. The American Society for Testing and Materials.

10-08 AWARD. The acceptance, by the Owner, of the successful bidder's bid.

10-09 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated.

10-10 BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-11 CALENDAR DAY. Every day shown on the calendar.

10-12 CHANGE ORDER. A written order to the Contractor covering changes in the plans, specifications, or bid quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.

10-13 CONTRACT. The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: The Advertisement; The Contract Form; The Bid; The Performance Bond; The Payment Bond; any required insurance certificates; The Specifications; The Plans, and any addenda issued to bidders.

10-14 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-15 CONTRACT TIME. The number of calendar days or working days, stated in the bid, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the contract shall be completed by that date.

10-16 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-17 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-18 ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering inspection of the contract work and acting directly or through an authorized representative.

10-19 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-20 EXTRA WORK. An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.

10-21 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

10-22 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

10-23 FORCE ACCOUNT. Force account construction work is construction that is accomplished through the use of material, equipment, labor, and supervision provided by the Owner or by another public agency pursuant to an agreement with the Owner.

10-24 INSPECTOR. An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-25 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

10-26 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-27 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers,

floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-28 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the bid, the total cost of which is equal to or greater than 20 percent of the total amount of the award contract. All other items shall be considered minor contract items.

10-29 MATERIALS. Any substance specified for use in the construction of the contract work.

10-30 NOTICE TO PROCEED. A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-31 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. For AIP contracts, the term "sponsor" shall have the same meaning as the term "Owner." Where the term "Owner" is capitalized in this document, it shall mean airport owner or sponsor only.

10-32 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-33 PAYMENT BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-34 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

10-35 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

10-36 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

10-37 PROPOSAL. The written offer of the bidder (when submitted on the approved bid form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

10-38 PROPOSAL GUARANTY. The security furnished with a bid to guarantee that the bidder will enter into a contract if his/her bid is accepted by the Owner.

10-39 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-40 SPECIFICATIONS. A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.

10-41 SPONSOR. See definition above of "Owner."

10-42 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-43 SUBGRADE. The soil that forms the pavement foundation.

10-44 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

10-45 SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.

10-46 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-47 TAXIWAY. For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

10-48 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.

10-49 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

END OF SECTION 10

Section 20 Bid Requirements and Conditions

20-01 ADVERTISEMENT (Notice to Bidders). The Owner, or his/her authorized agent, shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed bids; a description of the proposed work; instructions to bidders as to obtaining bid forms, plans, and specifications; bid guaranty required; and the Owner's right to reject any and all bids.

20-02 QUALIFICATION OF BIDDERS. Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he is prequalified with the State Highway Division and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner shall furnish bidders with bid forms. All papers bound with or attached to the bid forms are necessary parts and must not be detached.

The plans specifications, and other documents designated in the bid form shall be considered a part of the bid whether attached or not.

20-04 ISSUANCE OF BID FORMS. The Owner reserves the right to refuse to issue a bid form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the bid as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the bid to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED BID QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the bid. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and the award of the contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception

because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 without in any way invalidating the unit bid prices.

The costs of project mobilization, including but not limited to required bonds, insurance, transportation of personnel and equipment, engineers office trailer, and implementation of the safety plan shall be paid for under the bid item for mobilization.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the bid, plans specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 PREPARATION OF BID. The bidder shall submit his/her bid on the forms furnished by the Owner. All blank spaces in the bid forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his/her bid correctly and in ink. If the bid is made by an individual, his/her name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid as an agent shall file evidence of his/her authority to do so and that the signature is binding upon the firm or corporation.

20-08 IRREGULAR BIDS. Bids shall be considered irregular for the following reasons:

- a. If the bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the bid form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the bid incomplete, indefinite, or otherwise ambiguous.
- c. If the bid does not contain a unit price for each pay item listed in the bid, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the bid contains unit prices that are obviously unbalanced.
- e. If the bid is not accompanied by the bid guaranty specified by the Owner.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-09 BID GUARANTEE. Each separate bid shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the bid form. Such check, or collateral, shall be made payable to the Owner.

20-10 DELIVERY OF BID. Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. No bid will be considered unless received at the place specified in the advertisement before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the bidder unopened.

20-11 WITHDRAWAL OR REVISION OF BIDS. A bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening bids. Revised bids must be received at the place specified in the advertisement before the time specified for opening all bids.

20-12 PUBLIC OPENING OF BIDS. Bids shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Bids that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF BID FORMS of this section.
- d. Unbalanced bids in which the prices for some items are out of proportion to the prices for the other items.
- e. Failure to submit a unit price for each item of work for which a bid price is required by the bid.
- f. Lack of competency as revealed by the financial statement, experience, or plant and equipment statements submitted.
- g. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- h. Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- i. If the bid is considered irregular in accordance with the subsection entitled IRREGULAR BIDS of this section.

END OF SECTION 20

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Section 30

Award and Execution of Contract

30-01 CONSIDERATION OF BIDS. After the bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the bid by the unit bid prices. If a bidder's bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's bid for any of the following reasons:

- a. If the bid is irregular as specified in the subsection titled IRREGULAR BIDS of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all bids, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made by October 31, 2016, unless otherwise specified herein.

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose bid conforms to the cited requirements of the Owner.

No award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the Owner's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of bid guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-04 RETURN OF BID GUARANTY. All bid guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as hereinbefore specified in the subsection titled CONSIDERATION OF BIDS of this section. Bid guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's bid guaranty will be returned. The successful bidder's bid guaranty will be returned as soon as the Owner receives the contracts bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the

fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

49 CFR Part 26 provides that each contract the owner signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's bid and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidation of damages to the Owner.

END OF SECTION 30

Section 40

Scope of Work

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25 percent (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25 percent limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25 percent limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. If the owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

The Contractor is advised that all supplemental agreements shall be approved by the FAA and shall include valid wage determinations of the U.S. Secretary of Labor when the amount of the supplemental agreement exceeds \$2,000. However, if the Contractor elects to waive the limitations on work that increase or decrease the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same U.S. Secretary of Labor wage determination as was included in the originally awarded contract.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 OMITTED ITEMS. The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be nonperformed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with the subsection titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such Extra Work shall contain agreed unit prices for performing the change order work in accordance

with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, he may order the Contractor to proceed with Extra Work by force account as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of Section 90.

Extra Work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a Supplemental Agreement as hereinbefore defined in the subsection titled SUPPLEMENTAL AGREEMENT of Section 10.

Any claim for payment of Extra Work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport with respect to his/her own operations and the operations of all his/her subcontractors as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in the subsection titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall furnish erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the manual of Uniform Traffic Control Devices for Streets and Highways (published by the United States Government Printing Office), unless otherwise specified herein. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Engineer shall be notified prior to disturbing such structure.

The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be either embankment or waste, he may at his/her option either:

- a. Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Engineer; or
- c. Use such material for his/her own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., he shall request the Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his/her own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for his/her use of such material so used in the work or removed from the site.

Should the Engineer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of his/her exercise of option a., b., or c.

All excess, or waste, earthwork material, excluding concrete and bituminous concrete greater than 6" in size, organic material, and stumps, shall remain the property of the Owner. The Contractor shall remove all waste earthwork material from the construction site. All waste material shall be trucked off of the construction site and stockpiled by the Contractor at the inactive BTV quarry or in another location on airport property as directed by the Owner. Waste concrete and bituminous concrete greater than 6" in size, organic material, and stumps shall be classified as construction debris. The Contractor shall dispose of these materials off-site as noted below. No additional payment will be made for this work and shall be considered incidental to all contract bid items.

In the event that contaminated material is encountered, the Contractor shall excavate and transport the contaminated material to an off-site location as designated by the Owner. The excavated soil shall be staged temporarily by the Contractor at the off-site location. While stockpiled in the temporary staging area, the contaminated soils shall be required to be placed on, and covered with, 6 mil minimum polyethylene sheeting. The Contractor will have the soil analyzed for comparison with the Vermont Soil Screening Values (SSV's) and the Vermont Groundwater Enforcement Standards (VTGWES). Based on the analytical results, the stockpiled soil may be returned to the site if deemed appropriate for reuse. Any excavated soil that cannot be reused at the site will be required to be landfilled.

Payment for the Contractor's effort in transporting, stockpiling, and encapsulation, including subsequent movement of contaminated materials, delays associated with laboratory testing, and loading of unusable material into third party trucks for off-site disposal shall be made under Bid Item #26, Contaminated Soil Management and Polyencapsulation. In the event that excavated soil cannot be reused at the site, and will be required to be landfilled, the Contractor will negotiate a fee with a third party for the additional transportation and disposal costs.

In addition, disposal of construction debris shall be in accordance with all applicable Vermont state laws and also in accordance with all construction site waste reduction plans required for this project.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 PROTECTION OF WORK AND PROPERTY - EMERGENCY. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or the Owner's duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in subsection entitled EXTRA WORK of this section.

40-09 FINAL CLEANING UP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. He shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

END OF SECTION 40

Section 50

Control of Work

50-01 AUTHORITY OF THE ENGINEER. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans or specifications.

If the Engineer finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications but that the portion of the work affected will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Engineer will document his/her determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his/her opinion, needed. Changes in the contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

If the Engineer finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Engineer's written orders.

For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Engineer's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's prosecution of the work, when, in the Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use good engineering judgment in his/her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated

dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited FAA advisory circulars; contract general provisions shall govern over plans, cited standards for materials or testing, and cited FAA advisory circulars; plans shall govern over cited standards for materials or testing and cited FAA advisory circulars. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited standards for testing occur due to the timing of changing, editing, and replacing of standards. In the event the Contractor discovers any apparent discrepancy within standard test methods, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Engineer for his/her interpretation and decision, and such decision shall be final.

50-04 COOPERATION OF CONTRACTOR. The Contractor will be supplied with five copies each of the plans and specifications. He shall have available on the work at all times one copy each of the plans and specifications. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and he shall cooperate with the Engineer and his/her inspectors and with other contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as his/her agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his/her authorized representative.

50-05 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct his/her work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his/her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. He shall join his/her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 CONSTRUCTION LAYOUT AND STAKES. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either his/her own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or his/her employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the work contracted for under these specifications.

The Contractor must give weekly copies of the survey notes to the Engineer so that the Engineer may check them as to accuracy and method of staking. All areas that are staked by the Contractor must be checked by the Engineer prior to beginning any work in the area. The Engineer will make periodic checks of the grades and alignment set by the Contractor. In case of error on the part of the Contractor, or his/her employees, resulting in establishing grades and/or alignment that are not in accordance with the plans or established by the Engineer, all construction not in accordance with the established grades and/or alignment shall be replaced without additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses therewith. The cost thereof shall be included in the price of the bid for the various items of the Contract.

Construction Staking and Layout includes but is not limited to:

Clearing and Grubbing perimeter staking.

Rough Grade slope stakes at 100-foot stations.

Drainage Swales slope stakes and flow line blue tops at 50-foot stations.

Subgrade blue tops at 25-foot stations and 25-foot offset distance (max.) for the following section locations:

- a. Runway – minimum 5 per station
- b. Taxiways – minimum 3 per station
- c. Holding apron areas – minimum 3 per station
- d. Roadways – minimum 3 per station

Base Course blue tops at 25 foot stations and 25-foot offset distance (max.) for the following section locations:

- a. Runway – minimum 5 per station
- b. Taxiways – minimum 3 per station
- c. Holding apron areas – minimum 3 per station

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot stations
- b. Between Lifts at 25-foot stations for the following section locations:
 - (1). Runways – each paving lane width
 - (2). Taxiways – each paving lane width
 - (3). Holding areas – each paving lane width
- c. After finish paving operations at 50-foot stations
 - (1). All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot stations and at all break points with maximum of 50 foot offsets

Fence lines at 100-foot stations

Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, VASIs, PAPIs, REILs, Wind Cones, Distance Markers (signs), pull boxes and manholes.

Drain lines, cut stakes and alignment on 25-foot stations, inlet and manholes.

Painting and Striping layout (pinned with 1.5 in PK nails) marked for paint Contractor. (All nails shall be removed after painting)

Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet per pass (that is, paving lane).

Note: Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 AUTOMATICALLY CONTROLLED EQUIPMENT. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

50-08 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the Owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner are authorized to notify the Contractor or his/her representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Engineer for his/her decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the Engineer as provided in the subsection titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed

immediately and replaced in an acceptable manner in accordance with the provisions of the subsection titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor shall be responsible for all damage done by his/her hauling equipment and shall correct such damage at his/her own expense.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in the subsection titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the Engineer's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be deducted from monies due or to become due the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the prosecution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, he may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, he may accept it as being completed, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and Owner will make an inspection. If all construction provided for and

contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The Engineer shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due him for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, he shall notify the Engineer in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

50-17 COST REDUCTION INCENTIVE. The provisions of this subsection will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of \$100,000, the Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for cost reduction proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

- a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each;
- b. An itemization of the contract requirements that must be changed if the proposal is adopted;
- c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes;
- d. A statement of the time by which a change order adopting the proposal must be issued;
- e. A statement of the effect adoption of the proposal will have on the time for completion of the contract; and
- f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any cost reduction proposal not accepted by the Engineer, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the Engineer to consider any cost reduction proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the cost reduction proposal has been issued. If a change order has not been issued by the date upon which the Contractor's cost reduction proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such cost reduction proposal shall be deemed rejected.

The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the Engineer may disregard the contract bid prices if, in the Engineer's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The Owner may require the Contractor to share in the Owner's costs of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a cost reduction proposal from amounts payable to the Contractor under the contract.

If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this subsection. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted and shall include any conditions upon which the Engineer's approval is based. The change order shall also set forth the estimated net savings attributable to the cost reduction proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50 percent share of the net savings shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work.

Acceptance of the cost-reduction proposal and performance of the cost-reduction work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

50-18 SHOP DRAWINGS AND SAMPLES.

A. General

The Engineer may require shop drawings and/or samples for any materials or equipment to be furnished or for any construction methods to be employed. No work will be allowed to proceed for which shop drawings or samples have been requested until six (6) sets of such drawings or samples have been provided by the Contractor and approved by the Engineer, and the Airport Engineer.

B. Contractor's Responsibilities

All materials and construction shall be in accordance with finally approved shop drawings, material tests, or the like as required. The purchase of, manufacture, or delivery to the site of any materials before final approval of applicable shop drawings, material tests, etc. will be entirely at the risk of the Contractor.

The Contractor shall be solely responsible for the correctness of all shop drawings and for the correct fitting of the members and parts shown on the shop drawings. The Engineer's review and approval shall be only for conformance with the design concepts of the Contract work and for conformance with the information

given in the plans and specifications. The Engineer's approval of separate items shall not be taken as an approval of any complete assembly in which the separate items are incorporated.

It shall be understood that the Engineer's approval of shop drawings does not in any way relieve the Contractor of his sole responsibility for completing all work in strict accordance with the plans and specifications nor of his sole responsibility to see that all parts of the work fit with each other so that the completed work is entirely satisfactory to the Owner and the Engineer.

C. Submission to Engineer

Before submittal to the Engineer, the Contractor shall check all shop drawings or samples for conformance with the Contract Documents including the plans and specifications, for suitability and satisfactory incorporation in the completed Contract work, and for correct dimensions, ratings and assembly, and shall note legibly on each drawing or sample that he has verified its acceptability and that he approves it. If there are any deviations in the shop drawings or samples from the plans and specification, the Contractor shall so note legible on the shop drawings or samples and also inform the Engineer separately in writing of any such deviation. The Contractor shall submit shop drawings and samples in orderly sequence matched to the construction work, with sufficient completeness to enable review, with reasonable promptness, and allowing sufficient time for the Engineer to review them. All shop drawings and samples shall be properly identified as to their location and application in the Contract work and as to their association with various parts of the plans specifications.

D. Form of Shop Drawings

Shop drawings may include general, assembly and detail drawings, diagrams, illustrations, material and equipment schedules with manufacturer's name and catalog numbers and description, performance charts, catalog cuts, brochure and such other information and data as is necessary and required by the Engineer for any part of the Contract work.

E. Resubmittal

If shop drawings or samples are not approved by the Engineer, the Contractor shall correct or make changes as noted and shall re-submit revised shop drawings or new samples until approved by the Engineer.

F. Shop Drawings Required

The Engineer may require, and the Contractor shall provide, shop drawings giving information on any part of the Contract work which in the opinion of the Engineer are necessary or desirable to evaluate conformance to the plans and specifications.

END OF SECTION 50

Section 60

Control of Materials

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection:

- ***L-802A ROTATING BEACON (HIGH INTENSITY); AC 150/5345-12F (OWNER FURNISHED)***

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids, will be made by and at the expense of the Engineer.

The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel, including the Contractor's representative at his/her request. Unless otherwise designated, samples will be taken by a qualified representative of the Engineer. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his/her request.

The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to

the Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 CERTIFICATION OF COMPLIANCE. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The Engineer or his/her authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his/her acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials.
- b. The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER'S FIELD OFFICE. Not Required

60-06 STORAGE OF MATERIALS. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be

inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Engineer. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Engineer a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at his/her entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the Engineer has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70

Legal Regulations and Responsibility to Public

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all Federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all his/her officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his/her employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the prosecution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) is indicated as follows:

No other work is proposed at this time.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the Engineer.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL AID PARTICIPATION. For AIP contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the

requirements of Title 49 of the United States Code (USC) and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the Administrator, FAA, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control his/her operations and those of his/her subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to his/her own operations and those of his/her subcontractors and all suppliers in accordance with the subsection titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 in high. Unless otherwise specified, barricades shall be spaced not more than 25 feet apart. Barricades, warning signs, and markings shall not be measured or paid for directly, but shall be included in the various contract items.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways, 2009 Edition (published by the United States Government Printing Office).

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1L, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and his/her parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2F, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2F.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Engineer.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-09 USE OF EXPLOSIVES. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of his/her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suits, actions, or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. Not Used.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection titled PARTIAL ACCEPTANCE of Section 50, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at his/her expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seedings, and soddings furnished under his/her contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control his/her operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and the owners are indicated as follows:

<u>Utility Service or Facility</u>	<u>Person to Contact (Name, Title, Address & Phone)</u>	<u>Owner's Emergency Contact (Phone)</u>
Underground utilities	Dig, Safe, Inc.	(888) 344-7233
Airport Cables	Airport Engineer	(802) 863-2874

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities of his/her plan of operations. Such notification shall be in

writing addressed to THE PERSON TO CONTACT as provided hereinbefore in this subsection and the subsection titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

In addition to the general written notification hereinbefore provided, it shall be the responsibility of the Contractor to keep such individual owners advised of changes in his/her plan of operations that would affect such owners.

Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such owner of his/her plan of operation. If, in the Contractor's opinion, the owner's assistance is needed to locate the utility service or facility or the presence of a representative of the owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's PERSON TO CONTACT no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Engineer.

The Contractor's failure to give the two days' notice hereinabove provided shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use excavation methods acceptable to the Engineer within 3 feet (90 cm) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or his/her surety.

70-15.1 FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the prosecution of the project work, shall comply with the following:

- a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.
- b. The Contractor shall notify the above named FAA Airway Facilities Point-of-Contact seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.
- c. If prosecution of the project work requires a facility outage, the Contractor shall contact the above named FAA Point-of-Contact a minimum of 48 hours prior to the time of the required outage.
- d. If prosecution of the project work results in damages to existing FAA equipment or cables, the Contractor shall repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above named FAA Point-of-Contact.
- e. If the project work requires the cutting or splicing of FAA owned cables, the above named FAA Point-of-Contact shall be contacted a minimum of 48 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA Airway Facilities representative on site to

observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airway Facilities' specifications and require approval by the above named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted to him by this contract, there shall be no liability upon the Engineer, his/her authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or his/her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his/her obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor shall take all such precautions in the conduct of his operations as may be necessary to avoid contaminating water in adjacent water courses or water storage areas whether natural or man-made. All earthwork, moving of equipment, water control of excavations, and other operations likely to create silting, shall be conducted so as to minimize pollution of water courses or water storage areas. Water used during the Contract work which has become contaminated with oil, bitumen, harmful or objectionable chemicals, sewage, or other pollutants shall be discharged so as to avoid affecting nearby waters. Under no circumstances shall the Contractor discharge pollutants directly into any water course or water storage area. When water from adjacent natural sources is used in the Contract work, intake methods shall be such as to avoid contaminating the source of supply.

HAZARDOUS MATERIALS

1. If at any time during construction the presence of unanticipated hazardous materials at or proximate to a construction site is detected, the construction CONTRACTOR shall cease work in the affected area and perform the following immediately:
 - a. Notify the OWNER verbally and in writing. The OWNER is responsible for notification of the Waste Management Division of the Agency of Natural Resources.

THE HAZARDOUS MATERIALS SPILLS AND EMERGENCY REPORTING PHONE NUMBER IS Toll Free 1-800-641-5005.

- b. Take all action necessary and appropriate for the protection and safety of the public and persons at or about the site, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying OWNERS and users of adjacent sites and utilities.
2. Actions at the construction site following completion of these steps shall be at the direction of the Waste Management Division. Nothing in this Article shall be construed to require the CONSULTANT and/or the CONTRACTOR to perform work for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the health and welfare of workers, residents and abutters are immediately adopted.
3. At construction sites where the presence of contaminated or hazardous materials are suspected to exist and provisions have been made in the Contract Documents for their management, the requirements in the Contract Documents will determine the appropriate actions of the CONTRACTOR. In any event, discovery of contaminated soils require the immediate notification of the OWNER. If sites other than the suspected areas previously delineated in the Contract Documents are discovered, Item 1 above shall apply.
4. Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during his/her operations, any building, part of a building, structure, or object that is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume his/her operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract modification (change order or supplemental agreement) as provided in the subsection titled EXTRA WORK of Section 40 and the subsection titled PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK of Section 90. If appropriate, the contract modification shall include an extension of contract time in accordance with the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

70-21 ADDITIONAL OR SUBSTITUTE BOND. If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum signed by such other surety or sureties as may be satisfactory to the Owner.

The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

70-22 GENERAL GUARANTY. Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute any acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one, (1) year from the date of SUBSTANTIAL COMPLETION or FINAL COMPLETION OF THE PROJECT or specified part, as appropriate. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION (or FINAL COMPLETION OF THE PROJECT for items not completed at time of SUBSTANTIAL COMPLETION) or specified part, as appropriate, that the completed project is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

70-23 NOTICE AND SERVICE THEREOF. Any notice to any Contractor from the Owner relative to any part of the contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

70-24 TEMPORARY FACILITIES.

a. General

All temporary facilities required by the Contractor (or his sub-contractors) shall be furnished by him (or them) and shall meet all State and/or local requirements and codes for such temporary facilities. All temporary facilities shall be entirely removed upon completion of the work, and the sites shall be left in a satisfactory condition. Temporary facilities shall be provided and maintained so as not to create fire, safety, health or other hazard. The location of any such facilities shall be only as approved by the Engineer and/or the Owner.

b. Drinking Water

The Contractor shall provide drinking water for all personnel working on the project.

c. Water for Construction

Water required for construction shall be provided by the Contractor. The Contractor shall acquire all necessary permits, place deposits, and pay any fees required for the utilization of the municipal water system. Extreme care shall be exercised so as not to contaminate the municipality's water system, if water is taken from the system.

d. Sanitary Facilities

The Contractor shall provide temporary sanitary facilities at the work site for the use of all personnel working on the project. The facilities provided shall be acceptable to the Engineer insofar as number, type and locations.

e. Electricity

The Contractor shall provide electrical power required for construction operations by means of portable generating equipment except where use of existing electric service at the work site can be made in a manner acceptable to the Owner and the Engineer. The Owner shall not be obligated in any way to make electrical power available.

f. Temporary Buildings

Any temporary buildings required by the Contractor and his sub-contractors for field offices and such other temporary housing as needed, shall be provided by each for his own use unless arrangements are made for sharing facilities. The Contractor shall coordinate the use and placing of temporary buildings. The location and type of temporary buildings shall be subject to the approval of the Owner and the Engineer.

g. Available Space

Space for temporary field offices and for storage of construction equipment and materials is limited solely to properties identified within the Contract Documents for demolition, deconstruction, or removal. Available parking for the Contractor and his sub-contractors staff shall be limited to the roadways located in the public Right-Of-Way.

70-25 SAFETY.

A. General

Attention shall be directed to the requirements that the Contractor comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc.

The Contractor shall also comply with all pertinent provisions of the booklet titled "Safety Regulations" published by the U.S. Army Corp of Engineers, and with specific safety requirements specified hereinafter.

B. Specific Safety Requirements

The following are specific safety requirements which must be observed at all times during the life of this contract.

1. The wearing of non-conducting, hard, safety hats on the job is mandatory. The Contractor shall be responsible for and shall enforce the wearing of such safety hats by his personnel and the personnel of his subcontractors. The Contractor shall keep at least 5 safety hats at the work site for use by the Engineer and others inspecting or visiting the work site.
2. All employees must wear approved safety shoes unless special shoes for the types of work are required.
3. All tools and devices that require electric power shall be properly grounded.
4. Safety glasses shall be worn by all workmen when performing operations hazardous to the eyes, and all welders shall be provided with suitable welding masks acceptable to the Engineer.
5. If any blasting for rock, ledge or large boulder removal is required for the Contract work and is allowed by the proper authorities and the Owner, all blasting and handling of explosives shall be done in accordance with all applicable safety regulations and ordinances concerning such work and shall be done in a manner so as to provide for the safety of all persons and so as not to damage property.
6. All open trenches, excavations, etc. shall be kept well marked, barricaded and/or covered as required for the safety of persons, aircraft or vehicles on the site. Such excavations shall not be left open at night, on weekends, or during other periods when active construction is not being performed unless covered or otherwise protected to the complete satisfaction of the Engineer and the Owner.

C. Additional Safety Provisions

1. The Contractor (and his subcontractors) shall, at all time, exercise reasonable precautions for the safety of all persons. All rules, regulations, and laws concerning safety that are in effect at the work site, and in particular, all applicable regulations of the Occupational Safety and Health Administration (OSHA) of the U.S. Government, in addition to all the requirements of these specifications, shall be complied with in all respects.
2. The Contractor shall provide adequate equipment and facilities as are necessary and required for first aid service to any person who may be injured in the prosecution the work under this contract whether they are his own personnel, his subcontractor's personnel, the owner's representative, the engineer, or other persons who may for any reason enter within the limits of the contract work. Also the Contractor shall have standing arrangements for or have effective written procedure on site, to care, and for removal and hospital treatment of

any person who may be injured. Such equipment or facilities and arrangements shall be satisfactory to the Engineer.

3. The Contractor shall provide fences, watchmen, maintain warning and safety devices and lights, and take over such precautions as may be required from time to time throughout the contract work to protect life and property.

D. Insufficiency of Safety Precautions

If, at any time, in the sole judgment of the Owner and/or the Engineer, the work is not properly lighted, barricaded or in any other respects safe in regard to public travel, persons on or about the work, or public or private property, the Owner and/or the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Owner in so doing. Such action of the Engineer or Owner, or their failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency or the safety precautions taken by him or by the Owner and/or Engineer acting under authority of this paragraph.

END OF SECTION 70

Section 80

Prosecution and Progress

80-01 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Engineer.

Should the Contractor elect to assign his/her contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. In case of approval, the Contractor shall file copies of all subcontracts with the Engineer.

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

80-02 NOTICE TO PROCEED. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin.

80-03 PROSECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit his/her progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

For AIP contracts, the Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control his/her operations and the operations of his/her subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft in the AIR OPERATIONS AREAS (AOA) of the airport.

When the work requires the Contractor to conduct his/her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as hereinafter specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified

communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided. The following AOA will be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations as follows:

Contractor shall be required to conform to safety standards contained in AC 150/5370-2F, Operational Safety on Airports During Construction when performing work in an AOA.

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the project safety plan and the provisions set forth within the current version of Advisory Circular 150/5370-2F. The safety plan included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a plan that details how it proposes to comply with the requirements presented within the safety plan.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks of the safety plan measures to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the safety plan and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner or Engineer.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Engineer will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar or working days allowed for completion of the work shall be stated in the bid and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his/her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his/her weekly statement of contract time charged on the following considerations:

(1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least 6 hours with the normal work force employed on such principal item. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection titled FINAL ACCEPTANCE of Section 50.

(5) The Contractor will be allowed 1 week in which to file a written protest setting forth his/her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the bid) is based on the originally estimated quantities as described in the subsection titled INTERPRETATION OF ESTIMATED BID QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the bid, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the bid. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

b. CONTRACT TIME based on CALENDAR DAYS shall consist of the number of calendar days stated in the contract counting from the effective date of the notice to proceed and including all Saturdays, Sundays, holidays, and nonwork days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the bid. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially completed.

If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded which could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time

for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and bid as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the prosecution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason hereinbefore, he shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate his/her work in such a manner as to insure safety and a minimum of hindrance to flight operations.

All Contractor equipment and material stockpiles shall be stored a minimum of 400 feet from the centerline of active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 400 feet of an active runway at any time.

END OF SECTION 80

Section 90

Measurement and Payment

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 sq ft (0.8 square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of in.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Engineer directs, and each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When requested by the Contractor and approved by the Engineer in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60 °F (15 °C) or will be corrected to the volume at 60 °F (15 °C) using ASTM D 1250 for asphalts or ASTM D 633 for tars.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered by the Engineer in connection with force account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection titled PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK of this section.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within one-half percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1 percent of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1 percent.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of the subsection titled NO WAIVER OF LEGAL RIGHTS of Section 70.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the bid, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in the subsection titled ALTERATION OF WORK AND QUANTITIES of Section 40 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from his/her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in the subsection titled OMITTED ITEMS of Section 40, the Engineer shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the Engineer omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the Engineer's order to omit or nonperform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the Engineer's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK. Extra work, performed in accordance with the subsection titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work. When the change order or supplemental agreement authorizing the extra work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials plus a negotiated and agreed upon allowance for overhead and profit.

a. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

b. Comparison of Record. The Contractor and the Engineer shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.

c. Statement. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

(3) Quantities of materials, prices, and extensions.

(4) Transportation of materials.

(5) Cost of property damage, liability and workman's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by a receipted invoice for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

90-06 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection titled PAYMENT FOR MATERIALS ON HAND of this section.

No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his/her option, as provided in the subsection titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95 percent of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the bid or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of his/her responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of the subsection titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 90

Section 100

Contractor Quality Control Program

100-01 GENERAL. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

a. General Description. The Contractor shall establish a Quality Control Program to perform inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 5 calendar days before the preconstruction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements

- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least 1 of the following requirements:

- (1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.
- (2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.
- (3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

b. Quality Control Technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and Section 100-07.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing Levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 PROJECT PROGRESS SCHEDULE. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

100-05 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-06 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

- a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All

equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

100-07 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (for example, P-401)
- b. Item description (for example, Plant Mix Bituminous Pavements)
- c. Test type (for example, gradation, grade, asphalt content)
- d. Test standard (for example, ASTM or AASHTO test number, as applicable)
- e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (for example, plant technician)
- g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-08.

100-08 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. **Daily Inspection Reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the

Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description;
- (2) Compliance with approved submittals;
- (3) Proper storage of materials and equipment;
- (4) Proper operation of all equipment;
- (5) Adherence to plans and technical specifications;
- (6) Review of quality control tests; and
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily Test Reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 SURVEILLANCE BY THE ENGINEER. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 NONCOMPLIANCE.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his/her authorized representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

Section 105

Mobilization

105-1 Description. This item shall consist of work and operations, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items. This item includes furnishing the Contractor's Environmental Hazards Consultant and temporary groundwater storage (FRAC) tank. Payment for contaminated soil and groundwater disposal will be provided under their respective pay items. This item is to cover any and all mobilizations that occur on the project irrespective if the project is stopped for winter conditions and re-started again the next year.

105-1.1 Posted notices. Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-2 Engineer's Field Trailer

Not used.

105-3 Basis of measurement and payment. There shall be no separate payment for mobilization.

END OF SECTION 105

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BID DOCUMENTS

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Bid Documents

The Bidder shall complete and submit the attached documents in a sealed envelope designated as:

"BID"

to

Rehabilitate Rotating Beacon

at

BURLINGTON INTERNATIONAL AIRPORT
SOUTH BURLINGTON, VERMONT

AIRPORT IMPROVEMENT PROGRAM NO. 3-50-0005-xxx-2017

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BID FOR AIRPORT IMPROVEMENTS

AIP 3-50-0005-xxx-2017

BURLINGTON INTERNATIONAL AIRPORT
SOUTH BURLINGTON, VERMONT

TO: Chairman, Board of Airport Commissioners

The undersigned declares that no person in the employ of the City of Burlington (hereinafter referred to as the Owner) is pecuniary interested in this Proposal or in the Contract for the work which he agrees to do; that he has carefully examined the Contract and specifications and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done, and carefully estimated the cost of the work. He understands that the Owner, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or underground structures relating to the work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several Proposals.

The undersigned agrees to furnish all the labor, equipment and materials required for completing the following at the Burlington International Airport in accordance with the accompanying specifications and plans prepared by Burlington International Airport, for the sums specified herein, subject to additions and deductions according to the specifications and in all respects according to the terms thereof.

The undersigned agrees that within five (5) days after the day on which notice of the acceptance of this Proposal shall be given to him or mailed to him at the address hereinafter given, he will sign in sextuplicate in the form of the office copy, and will execute and deliver to the Chairman, Board of Airport Commissioners, for the City of Burlington, a bond in the sum specified.

It is understood that the quantities given in the Proposal are approximate only and are given as a basis for comparison of the Proposals. The Owner does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the Proposal shall apply without change to such variation in the quantity of each of the items except as further clarified herein.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and conditions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this Proposal is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the AGREEMENT under the heading "Contract Time", except as otherwise expressly provided in the Contract Documents.

As provided in the INVITATION TO BID, the bidder hereby agrees that he will not withdraw this Proposal for 90 days after the bid opening, and that, if the Owner shall accept this Proposal, the bidder will duly execute and acknowledge AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within TEN (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain, as liquidated damages, the amount of the Bid Guaranty, which shall become the Owner's property.

This Proposal includes Addenda Number _____.
(to be filled in by Bidder if any Addenda are issued.)

The bidder, by submittal of this Proposal, agrees with the Owner that the amount of the Bid Guaranty with this Proposal fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

BIDDER _____
(Name of Bidder)

BY _____
(Signature and Title of authorized representative)

(Business Address)

(City and State)

(Date)

The bidder is a (Corporation)(Partnership)(Individual). It is registered to do business in the State of _____.

**BURLINGTON INTERNATIONAL AIRPORT
 SOUTH BURLINGTON, VERMONT
 AIP 3-50-0005-xxx-2017**

SCHEDULE OF PRICES

BID ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
L-101-5.1	Airport Rotating Beacon (Owner Furnished)	1	L.S.	\$ _____	\$ _____
Unit Price in Words _____					
L-103-5.1	Surface Preparation and Paint Existing Tower	1	L.S.	\$ _____	\$ _____
Unit Price in Words _____					
L-103-5.2	Install Beacon Tower Lightning Protection	1	L.S.	\$ _____	\$ _____
Unit Price in Words _____					
P-151-4.1	Tree Removal	11	Each	\$ _____	\$ _____
Unit Price in Words _____					

Total of All Items: \$ _____

If the bidder makes a mathematical error in tabulating any bid prices, the selection of the lowest bidder will be based on the correctly calculated total of all items. In case of conflict between the spelled out unit price and the unit price numerals, the spelled out unit price shall govern, unless obviously incorrect.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that
I am

the _____ of the corporation named as
Bidder

in the above Proposal; that _____, who signed

the said Proposal on behalf of the Bidder was then _____

of said corporation; that I know his signature and his signature thereto is genuine; and that said

Proposal was duly signed, sealed and attested to for and in behalf of said corporation by

authority of its governing body and is within the scope of its corporate powers.

Seal) _____ (Corporate

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principle,
and _____ as Surety, are hereby held and
firmly bound unto _____ as OWNER in the penal sum of

for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, and successors and assigns.

Signed this _____ day of _____, 2017.

The Condition of the above obligation is such that whereas the principal has submitted to The City of Burlington, Vermont, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Rehabilitate Rotating Beacon**.

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

STATEMENT OF BIDDER'S QUALIFICATIONS

THIS STATEMENT MUST ACCOMPANY BID.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Where necessary, questions shall be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:

- 1a. Bidder is: Corporation ()
Partnership ()
Individual ()

2. Permanent main office address:

2a. Treasury Number (Employer's Identification No.): _____

3. When organized:

4. If a corporation, where incorporated?

5. How many years have you been engaged in the contracting business under your present firm or trade name?

5a. Attach names and home addresses of the principal officers and their Social Security Numbers. (All partners if a partnership)

6. Contracts on hand: (Schedule these, show gross amount of each contract and the appropriate anticipated dates of completion. Name and address of client and name of person supervising client.)

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently completed by you, stating approximate cost of for each, and the month and year completed. (Give name and address of client and name of person supervising for client.)

11. List your major equipment available for this contract.

12. List experience in construction work similar in importance to this project.

13. List background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ _____
15. Give bank reference. (Bank name and address; name of bank officer who may be contacted.)
16. Furnish a financial statement as required by Section 20 of these specifications.
17. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of the Bidder's Qualifications.

(Name of Bidder)

By: _____

Date: _____

Title: _____

State of: _____

County of: _____

NOTARIZATION

_____ being duly sworn, deposes and says that he
is _____ of _____
(Name of Bidder)

and that answers to the foregoing questions and all statements therein contained are true
and correct. Subscribed and sworn to before me this _____
day of _____, 20 _____.

(Notary Public)

My commission expires: _____

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REQUIREMENTS FOR BIDS FOR AIP CONTRACTS

A. All Contracts

1. The bidder must supply all the information required by the Proposal forms and specifications.
2. The City of Burlington, Vermont, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for the award.
3. Bidders are hereby notified that all bids may be rejected if the lowest responsive bid received exceeds the engineer's estimate by more than 7 percent and it is determined that an award of contract would cause excessive inflationary impact.

B. Contracts in Excess of \$2,000

1. **Absence of Wage Rate Information**
The wage rate determination of the Department of Labor incorporated in the advertised specifications may not include rates for all classifications. The bidder is responsible for ascertaining the rate payable for such classifications and whether area practice requires their use in accomplishing the work.

No inference concerning area practice is to be drawn from their omission. Further, the omission will not, per se, establish any liability for increased labor costs resulting from the use of such classifications;

INSTRUCTIONS TO BIDDERS

1. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each Bidder or prospective prime Contractor and proposed Subcontractor, where appropriate, to state in the bid whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a Bidder or prospective prime Contractor or proposed Subcontractor has participated in a previous contract subject to Executive Orders 10925, 11114, or 11246 and has not filed a report due under the applicable filing requirements, no Contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCC.
2. To effectuate these requirements, the Bidder shall complete and sign the following statement (circle as appropriate).

The Bidder has / has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11246, or Executive Order 11114.

The Bidder has / has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of Subcontracts.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the contract.

Date	Legal Name of Person, Firm, or Corporation
------	--

By _____

Title _____

NONSEGREGATED FACILITIES

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS:

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a Federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
2. Contractors receiving Federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION SUBCONTRACTORS:

1. A Certificate of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION FOR NONSEGREGATED FACILITIES:

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.

CERTIFICATION OF NONSEGREGATED FACILITIES (CONTRACTORS/ SUBCONTRACTORS):

The Federally assisted construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The Federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason.

The Federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL CIVIL RIGHTS PROVISIONS (VERSION 2,4/23/90)

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractors from bid solicitation period through the completion of the contract.

Certification- The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(Corporate Seal)

**GOALS AND ASSURANCES FOR DISADVANTAGED BUSINESS ENTERPRISES
PARTICIPATION IN THIS PROJECT**

The DBE goal for this project is 10 % (ten percent).

All Bidders must submit an Assurance stating the percentages of DBE-owned businesses they intend to employ on this project.

Within four days of the opening of Bids and before the award of a contract, the apparent successful competitor shall submit the following:

1. Name(s) of DBE-owned and controlled business subcontractor(s).
2. Description of work each is to perform.
3. Dollar value of each proposed DBE business subcontract(s).

If the Bidders wish, they may submit the above information, in a separate, sealed envelope marked "DBE Participation Information" with their Bid.

REQUIRED ASSURANCE TO BE INCLUDED IN ALL PROGRAMS

This firm assures that it will utilize no less than _____% DBE business participation.

CERTIFICATION OF BIDDER FOR THE ABOVE

Bidder's Name:

Address:

IRS Number:

If the apparent successful competitor does not meet the goal, it shall submit a statement showing that a good faith effort was made by the competitor to meet the goal. Attachment "D" of the Burlington International Airport's Disadvantaged Business Enterprise includes items considered by Burlington international Airport in determining good faith effort.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTE: Vermont Agency of Transportation, August 6, 2014 DBE Directory has been included with these proposal documents for your information. The Contractor should refer to the website: <http://apps.vtrans.vermont.gov/dberegistry/dberegistry.aspx> for the most up-to-date DBE directory.

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**WOMEN IN CONSTRUCTION
STATEMENT OF INTENT TO COMPLY**

The Contractor and Subcontractors on this project have read and understand the provisions of the City of Burlington's Women in Construction Trades Ordinance as described in the Ordinance and the Administrative Policy Statement.

The Contractor shall submit prior to the signing of the Contract a completed Employment Plan. This Employment Plan shall have been approved by the Community and Economic Development Office before the signing of the contract.

The Contractor and all Subcontractors shall prepare and submit Monthly Compliance Reports no later than the first Thursday of each month following the month the work is performed. The Community and Economic Development Office shall be notified of any work suspension, the day work was suspended, and the day the work commencement is anticipated. This Monthly Compliance Report shall document the name, address, social security number and sex of each worker, job classification, total hours worked each day on the project, total hours worked during this time period, rate of pay, and gross earnings.

The Contractor and Subcontractors shall comply with the Women and Construction Trades Ordinance throughout the Contract period.

Signature of Authorized Official

Date

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BIDDER'S EEO CERTIFICATION

The following certification statement will be inserted in the bid documents just above the bidder's signature:

“The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the project’s EEO requirements. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in this specification.”

DATE: _____

BIDDER’S NAME: _____
Legal Name of Person, Firm or Corporation

BY: _____

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COMPLIANCE WITH LIVABLE WAGE & NON-OUTSOURCING ORDINANCES: The Contractor shall comply with the Burlington Livable Wage Ordinance and the Non-outsourcing Ordinance and the Union Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Certification of Compliance with the City of Burlington’s Livable Wage Ordinance

I, _____, on behalf of _____ (“the Contractor”) in connection with a contract for _____ services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington’s Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington’s Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington’s chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee’s compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington’s City Attorney’s office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date _____ By: _____
Contractor

Subscribed and sworn to before me:

Date _____
Notary

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Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

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Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that _____ (Contractor) has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

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CONTRACT AGREEMENT

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CONTRACT

This AGREEMENT, made this _____ day of _____,
2017, by and between the City of Burlington, Vermont
herein called "Owner", and _____

Strike out (a partnership)
inapplicable (a corporation organized under the laws of)
terms (an individual doing business as)

of _____, County of _____
and State of _____, hereinafter called "Contractor".

WITNESSETH, that the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work, including all extra work directed, all as required to complete **Rehabilitate Rotating Beacon.**

The work shall be performed in strict accordance with all requirements including addenda which addenda are numbered and dated as follows:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____

and including the Drawings referred to in said Specifications, all as prepared by **Stantec Consulting Services, Inc., 55 Green Mountain Drive, South Burlington, Vermont 05403**, which said Specifications, Addenda and Drawings are incorporated herein, referenced and made a part hereof.

ARTICLE 2. The Contract Price. The Owner shall pay the Contractor for this satisfactory performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of _____ dollars and _____ cents.

ARTICLE 3. Contract Documents. The executed Contract Documents shall consist of the following component parts:

- | | |
|--|------------------------------------|
| a) This instrument | g) General Provisions |
| b) Addenda as listed herein | h) Supplemental General Provisions |
| c) Advertisement for Bids | i) Technical Specifications |
| d) Information for Bidders | j) Contract Drawings |
| e) Signed Copy of Bid | k) City of Burlington Provisions |
| f) Certifications by Bidder
Required by FAA | |

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, from the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3. shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

ARTICLE 4. Time for Completion. The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner, and to fully complete the project within **30 calendar days**. The Contractor further agrees to pay **five hundred dollars (\$500.00) per calendar day** to the Owner, as liquidated damages for each and every calendar day the work remains incomplete beyond the **30 calendar days** from the Notice to Proceed Date.

The Contractor shall be aware that the Burlington International Airport will not be flexible in enforcement of the liquidated damages requirement. The Contractor, therefore, shall plan its construction activities under Phase 1 accordingly.

ARTICLE 5. Certificates of Insurance. The Contractor shall furnish Certificates of Insurance as described in the Information for Bidders. These Insurance Certificates as well as Performance and Payment Bonds must be furnished at the time of the execution of this document.

IN WITNESS THEREOF, the parties to these presents have executed this Contract in six (6) counterparts each of which shall be deemed an original, as of the year and day first above mentioned.

(Seal)
ATTEST:

City of Burlington

(Owner)

(Witness)

By: _____

(Title)

(Seal)
ATTEST:

(Contractor)

(Witness)

By: _____

(Title)

(Address and Zip Code)

CERTIFIED AS TO AVAILABILITY
OF FUNDS:

APPROVED AS TO FORM:

City Treasurer
(Airport Comptroller)

City Attorney

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CONTRACT BONDS
FORM OF PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS That we, _____
_____ an individual*,
a partnership*, a corporation organized under the laws of the State of _____*
having a usual place of business in the State of _____*, as Principal,
and _____ corporation organized under the laws of the State of _____,
and having a usual place of business in the State of _____, as Surety, are holden
and stand firmly bound and obligated unto the City of Burlington, Vermont (hereinafter
the Owner), its successors and assigns, in the sum of _____ Dollars
(_____), lawful money of the United States of America, to and for the true
payment whereof, we bind ourselves and each of us, our heirs, executors, administrators,
successors, and assigns, jointly and separately, firmly by these presents.

WHEREAS, the said Principal has by means of a written agreement dated _____
2016, entered into a Contract with the Owner for: **Rehabilitate Rotating Beacon.**

NOW, THEREFORE, THE CONDITION of this obligation is such that if the said Principal
and his subcontractors shall well and truly keep and perform all the agreements, terms and
conditions in said Contract set forth and specified to be by said Principal kept and
performed, and shall well and truly indemnify and save harmless the Owner against all
counsel fees paid or incurred by the Owner as a result of a breach of any condition of this
bond, and against all claims and suits for damage to person or property arising from
carelessness or want of due care, or any act or omission on the part of said Principal during
the performance of said Contract, then this obligation shall be void; otherwise, it shall
remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees
that no extension of time, or change in, alteration or addition to the terms of the Contract
or to the work to be performed thereunder or the specifications accompanying the same
and no failure or refusal of the Owner to withhold any monies from the Principal shall in
any way affect its obligations on this bond, and it does hereby waive notice of any such
extension of time, change, alterations or addition to the terms of the Contract or the work
or to the specifications.

In the event that the Contract is abandoned by the Principal, or is terminated by the Owner
under the provisions of said Contract, said surety hereby further agrees that said surety
shall, if requested in writing by the Owner, take action as is necessary to complete said
Contract.

IN WITNESS THEREOF, we have set our hands and seals to this bond,
this _____ day of _____, 2016. This bond shall become effective at the same
time as the Contract annexed hereto for the work hereinbefore mentioned.

In the presence of:

SEAL

Individual Principal

Business Address

Individual Principal SEAL

Business Address

Attest:

SEAL

Corporate Principal

Business Address

Attest:

By:

SEAL

Corporate Surety

Business Address

Countersigned:

By: _____
Attorney-in-Fact

By: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL
PERFORMANCE BOND

I, _____, certify that I am the
_____ of the corporation named as Principal in the within bon;
that _____, who signed the said bond on behalf of the
principal was then _____ of said corporation; that I
know his signature and his signature thereto is genuine; and that said bond was duly
signed, sealed and attested to for and in behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

_____ (Corporate Seal)

(Power of attorney of person(s) signing Bond for Surety Company must be attached.)

*NOTE: Date of Bond must not be prior to date of Contract. If Principal is Partnership, all
partners must execute bond.*

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CONTRACT BONDS

FORM OF PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, and individual*,
a partnership*, a corporation organized under the laws of the State of _____*
having a usual place of business in the State of _____ as Principal,
and a corporation organized under the laws of the State of _____, and
having a usual place of business in the State of _____, as Surety, are holden
and stand firmly bound and obligated unto the City of Burlington, Vermont (hereinafter
the Owner), its successors and assigns, in the sum of _____ Dollars (\$____
_____), lawful money of the United States of America, to and for the true
payment whereof, we bind ourselves and each of us, our heirs, executors, administrators,
successors, and assigns, jointly and separately, firmly by these presents.

WHEREAS, the said Principal has by means of a written agreement dated _____,
2016, entered into a Contract with the Owner for: **Rehabilitate Rotating Beacon.**

* *Strike out inapplicable terms*

NOW, THEREFORE, THE CONDITION of this obligation is such that is the said Principal and his subcontractors shall pay for all labor performed or furnished, for all equipment hired, including trucks, for all material used or employed in such construction, including lumber so employed which is not incorporated in the work, and for fuels, lubricants, power, tools, hardware, and supplies purchased by said principal and used in carrying out said Contract, and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said Contract, this agreement to make such payments to furnish security thereunder and being in fact such security, and if said Principal shall well and truly indemnify and save harmless the Owner against all counsel fees paid or incurred by the Owner as a result of a breach of any condition of this bond, and against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the part of said Principal during the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and virtue.

PROVIDED, FURTHER, that said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no failure or refusal of the Owner to withhold any monies from the Principal shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, change, alterations, or addition to the terms of the Contract or the work or to the specifications.

In addition to the obligations of the undersigned enumerated above, the bond is also made for the use and benefit of all persons, firms and corporations, who may furnish any material or perform any labor on account of said Contract, or rent or hire out any appliances or equipment used or employed in the execution of said Contract, and they and each of them are hereby made Obligees hereunder the same as if their own proper respective names were written herein as such, and they and each of them may proceed or sue hereon, and in case of failure of said Principal to carry out the foregoing provisions made for the use and benefit of any said persons, firms and corporations, the Owner as an additional remedy may maintain an action against the undersigned in its own name, but in trust for and for the benefit of said persons, firms and corporations.

This bond shall become effective at the same time as the Contract annexed hereto for the work hereinbefore mentioned.

IN WITNESS THEREOF, we have set our hands and seals to this bond this _____ day of _____, 2016. This bond shall become effective at the same time as the Contract annexed hereto for the work hereinbefore mentioned.

In the presence of:

Individual Principal SEAL

Business Address

Individual Principal SEAL

Business Address

Attest:

Corporate Principal SEAL

Business Address

Attest:

By:

Corporate Surety

SEAL

Business Address

Countersigned:

By: _____
Attorney-in-Fact

CERTIFICATE AS TO CORPORATE PRINCIPAL

PAYMENT BOND

I, _____, certify that I am the _____
of the corporation named as Principal in the within bond; that _____,
who signed the said bond on behalf of the principal was then _____
of said corporation; that I know his signature and his signature thereto is genuine; and
that said bond was duly signed, sealed and attested to for and in behalf of said corporation
by authority of its governing body and is within the scope of its corporate powers.

_____ (Corporate Seal)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all
partners must execute bond.

NOTE: Power of attorney of person(s) signing bond for Surety Company must be attached.

City of Burlington Provisions

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1. INDEMNIFICATION

The Contractor will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract. The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the Municipality, its officers, agents or employees are notified of any claims asserted against it or them to which this Indemnification clause may apply, the Municipality or its officers, agents and employees shall immediately thereafter notify the Contractor in writing that a claim to which the Indemnification Agreement may apply has been filed.

2. INSURANCE

GENERAL: Prior to beginning any work the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the Municipality. Evidence of compliance with minimum limits and coverages, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the Municipality, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Municipality. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the Municipality on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of workers compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. It is agreed that the liability insurance furnished by the Contractor is primary and non-contributory for all the additional insureds.

The Contractor is responsible to verify and confirm in writing to the CITY that:

- (a) All subcontractors, agents or workers meet the minimum coverages and limits plus maintain current certificates of coverage for all subcontractors, agents or workers. Subcontractors and contractors must comply with the same insurance requirements as the Contractor.
- (b) All coverages shall include adequate protection for activities involving hazardous materials.
- (c) All work activities related to the agreement shall meet minimum coverages and limits.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the Municipality.

GENERAL LIABILITY AND PROPERTY DAMAGE:

(a) With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

(b) The policy shall be on an occurrence form with limits not less than:

1. General Aggregate	\$2,000,000	
2. Products-Completed/Operations Aggregate	\$2,000,000	\$
3. Personal & Advertising Injury	\$1,000,000	
4. Each Occurrence	\$1,000,000	
5. Fire Damage (Any one fire)	\$ 250,000	
6. Med. Expense (Any one	\$ 5,000	

WORKERS' COMPENSATION: With respect to all operations performed, the Contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors and subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

(a) General. The Contractor shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:

- \$3,000,000 - Annual Aggregate
- \$1,000,000 - Per Occurrence

(b) Deductibles. The Contractor is responsible for any and all deductibles.

- (c) **Coverage.** Prior to performing any work, the Contractor agrees to provide evidence of E&O insurance coverage defined under this Section. In addition, the Contractor agrees to attempt to maintain continuous professional liability coverage for the period of the agreement and whenever applicable any construction work related to this agreement, and for a period of five years following substantial completion, if such coverage is reasonably available at commercially affordable premiums.

VALUABLE PAPERS INSURANCE: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other data relating to the work, whether supplied by the Municipality or developed by the Contractor, subcontractor, worker or agent, in the event of loss, impairment or destruction of these documents. Such coverage shall remain in force until the final plans, and all related materials, have been delivered by the Contractor to, and accepted by, the Municipality.

The policy shall provide coverage on an each occurrence basis with limits not less than:

Valuable Papers	\$10,000
Electronic Data Media	\$10,000

AUTOMOBILE LIABILITY: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:

\$1,000,000 Each Event Limit

\$1,000,000 General Aggregate Limit

3. COMPLIANCE WITH LAWS

GENERAL COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance and the Non-outsourcing Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

ENVIRONMENTAL REGULATIONS: Any Contract in excess of one hundred thousand dollars shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. ' 1857(h)), Section 508 of the Clean Air Act (33 U.S.C. ' 1368), Executive Order 11738, and Environmental Protection Municipality regulation (40 CFR

Part 15), that prohibit the use, under non-exempt Federal Contracts, grants or loans, of facilities included on the EPA list of Violating Facilities. The provisions require reporting of violations to the grantor, Municipality and to the USEPA Assistant Administrator for Enforcement (EN-329).

CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin, physical disability or veteran status.

The Contractor shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The Contractor shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR ' 21 through Appendix C, and Regulations under 23 CFR ' 710.405 (b) . Accordingly, all subcontracts shall include reference to the above. The Contractor shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

DEBARMENT CERTIFICATION: When signing a Contract in excess of twenty five thousand dollars, the Contractor certifies under the penalty of perjury as directed by Federal laws (48 CFR 52.209-5), that, except as noted in the Agreement, the Contractor or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds:

- (a) is not currently under suspension, debarment, voluntarily exclusion or determination of ineligibility by any Federal agency;
- (b) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- (c) does not have a proposed debarment pending; and
- (d) has not been indicted, convicted, or had a civil judgment rendered against him/her by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of the Contract but will be considered in determining the Contractor's responsibility. The Agreement shall indicate any exception and identify to whom or to what Municipality it applies and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Exceptions shall be noted in the Contract: _____

LOBBYING: For any Agreement exceeding one hundred thousand dollars, the Contractor certifies by signing the Agreement, that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.
- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.
- (c) They shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C..

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

CHILD SUPPORT PAYMENTS: By signing the Contract the Contractor certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

TAX REQUIREMENTS: By signing the Agreement, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

ENERGY CONSERVATION: The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-165.

4. CONTRACTUAL AGREEMENTS

REGISTRATION: The Contractor agrees to be registered with the Vermont Secretary of State's office as a corporation doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

ADMINISTRATION REQUIREMENTS: By signing the Agreement the Contractor agrees to comply with the following provisions and certifies that he/she or they are in compliance with the provisions of 49 CFR ' 18.36 Procurement (i) Contract Provisions with principal reference to the following:

- (a) Copeland "Anti-Kickback" Act. For any Federal-Aid Contracts or subcontracts for construction or repair, the Contractor agrees to comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. ' 874, as supplemented by Department of Labor Regulations, 29 CFR ' 3.
- (b) Davis-Bacon Act. For any Federal-Aid construction contracts in excess of \$2,000, the Contractor agrees to comply with the Davis-Bacon Act 40 U.S.C. " 276a to a-7, as supplemented by Department of Labor Regulations, 29 CFR ' 5.
- (c) Work Hours. For any Federal-Aid construction contracts in excess of \$ 2,000, or in excess of \$ 2,500 for other contracts involving employment of mechanics or laborers, the Contractor agrees to comply with the Contract Working Hours and Safety Standards Act, 40 U.S.C. " 327-330,as annexed by Department of Labor Regulations, 29 CFR □5.
- (d) Proprietary Rights. The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the Municipality, the State of Vermont and the United States Government an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.
- (e) Publications. All data, EDM, valuable papers and documents produced under the terms of the Agreement, shall become the property of the Municipality. The Contractor agrees to allow access to all data, EDM, valuable papers and documents at all times. The

Contractor shall not copyright any material originating under the Agreement without prior written approval of the Municipality.

PERSONNEL REQUIREMENTS AND CONDITIONS: A Contractor shall employ only qualified personnel, for responsible authority to supervise the work. The Municipality shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the Municipality, during the life of the Agreement, the Contractor shall not employ:

- (a) Personnel on the payroll of the Municipality who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the Municipality.

The Contractor warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the Contractor, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the Contractor to be paid, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul the Agreement, without liability to the Municipality, and to regain all costs incurred by the Municipality in the performance of the Agreement.

The Municipality reserves the right to require removal of any person employed by a Contractor, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the Municipality in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

TRANSFERS, SUBLETTING, ETC: A Contractor shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the Municipality and further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the Municipality. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's agreement shall be as developed by the Contractor and approved by the Municipality. The Contractor shall ensure that adequate insurance coverage exists for any operations to be performed by any subcontractor.

The services of the Contractor, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the Municipality and, when applicable, approved by the State of Vermont and FHWA. Any authorized subagreements, exceeding ten thousand

dollars in cost, shall contain all of the same provisions specified for and attached to the original Agreement with the Municipality.

BEGINNING AND COMPLETION OF WORK: The Contractor agrees to begin performance of services, specified in the Agreement, in accordance with the terms of the Agreement, as arranged in negotiations with the Municipality, or within ten (10) days of the date of written notice to begin work by the Municipality, and to complete the contracted services by the completion dates specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

NON-APPROPRIATION: The obligations of the City to make payments under the Agreement during each of the City's fiscal years shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional, statutory limitation or requirement, or the City's charter, nor shall anything contained in the Agreement constitute a pledge of the credit or tax revenues, funds or monies of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the governing body of the City. The obligations of the City under the Agreement are subject to annual appropriations by the governing body of the City.

In the event no funds or insufficient funds are appropriated and budgeted for payments due under this Agreement, the Contractor may elect to terminate this Agreement in accordance with this paragraph. Contractor's election to terminate must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated for the ensuing fiscal year of the Agreement. Termination under this provision shall be effective upon the expiration of the applicable fiscal year of the Agreement and payments during that fiscal year.

CONTINUING OBLIGATIONS: The Contractor agrees that if, because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the Municipality may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

OWNERSHIP OF THE WORK: The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractors, hereafter referred to as "instruments of professional service", shall become the property of the Municipality as they are prepared and/or developed during execution of the Agreement.

The Contractor shall surrender to the Municipality upon demand or submit for inspection at any time any instruments of professional service that have been collected, undertaken or completed by the Contractor pursuant to the Agreement. Upon completion of the work, in full, these

instruments of professional service will be appropriately endorsed by the Contractor and turned over to the Municipality.

Data and publication rights to any instruments of service produced under this agreement are reserved to the Municipality and shall not be copyrighted by the Contractor at any time without written approval of the Municipality. No publications or publicity of the work, in part or in total, shall be made without the agreement of the Municipality, except that Contractors may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

RECORDS RETENTION: The Contractor agrees to retain, in company files, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final "date of acceptance" by the Municipality, unless otherwise notified by the Municipality. The Contractor further agrees that the Municipality, the State of Vermont, FHWA or other authorized representatives of the Federal Government, shall have access to all the above information for the purpose of review and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all the above referenced information shall be provided to the Municipality if requested.

APPEARANCES:

- (a) Hearings and Conferences. The Contractor shall provide professional services required by the Municipality and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The Contractor shall perform any liaison that the Municipality deems necessary for the furtherance of the work and participate in conferences with the Municipality, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The Contractor further agrees to participate in meetings with the Municipality, the State of Vermont, FHWA, and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

- (b) Appearance as Witness. If and when required by the Municipality, a Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the Municipality. The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

CHANGES AND AMENDMENTS: No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the Municipality and the Contractor.

APPENDICES: The Municipality may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the Municipality as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Agreement.

EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Municipality may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

SETTLEMENTS OF MISUNDERSTANDINGS: In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the selectboard and/or city council shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

Agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the Contractor. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

FAILURE TO COMPLY WITH TIME SCHEDULE: It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

MUNICIPALITY'S OPTION TO TERMINATE: The Agreement may be terminated in accordance with the following provisions:

- (a) Breach of Contract. Administrative remedies - the Municipality reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the Contractor.
- (b) Termination for Cause. The Municipality reserves the right, upon written notice to the Contractor, to terminate the Agreement, as of a date to be specified by the Municipality, if the Contractor fails to complete the designated work to the satisfaction of the

Municipality, within the time schedule agreed upon. The Contractor shall be compensated on the basis of the work performed and accepted by the Municipality at the date of final acceptance of the Agreement.

- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the Municipality may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a Contractor, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the Municipality's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the Municipality's approval. The Contractor shall make no claim for additional compensation against the Municipality by reason of such termination.

5. OPERATIONAL STANDARDS

RESPONSIBILITY FOR SUPERVISION: The Contractor shall assume primary responsibility for general supervision of Contractor employees and his/her or their subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

INDEPENDENCE: The Contractor shall act in an independent capacity and not as officers or employees of the Municipality.

WORK SCHEDULE AND PROGRESS REPORT: Prior to initiating any work, the Contractor shall prepare, and submit to the Municipality, a general work schedule showing how the Contractor will complete the various phases of work in order to meet the completion date in the contract. The Municipality will use this general work schedule to monitor the Contractor.

During the life of the Contract the Contractor will make monthly progress reports indicating the work achieved through the date of the report. The Contractor shall link the monthly progress reports to the general schedule submitted.

The report shall indicate any matters that have or are anticipated to adversely affect progress of the work. The Municipality may require the Contractor to prepare a revised work schedule, in the event that a specific progress achievement falls behind the scheduled progress by more than thirty (30) days.

UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the Municipality, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the Municipality, in writing, of any such contacts and the results thereof.

PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the Municipality, in accordance with VSA Title 19 ' 35 and ' 503, in order to accomplish the work under the Agreement. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the Municipality shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the Municipality.

INSPECTION OF WORK: The Municipality shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the Municipality or representative for the Municipality the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the Municipality, the State of Vermont or FHWA.

WRITTEN DELIVERABLES: Written deliverables, presented under terms of the Agreement, shall be on 8 1/2" by 11" paper, consecutively printed on both sides. Reports shall be bound and have a title page that identifies the name and number of the project and publication date. The report shall have a table of contents and each page shall be numbered successively. Draft reports shall be identified as such.

6. PROJECT DEVELOPMENT AND STANDARDS

PLANS RECORDS AND AVAILABLE DATA: The Municipality agrees to make available, at no charge, for the Contractor's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

FEDERAL REQUIREMENTS

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**FEDERAL REQUIREMENTS
CONSTRUCTION CONTRACTS
\$100,000 AND OVER
(AS OF DECEMBER 31, 2014)**

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are close.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

(Reference: 41 CFR part 60-4, Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

a. Timetables

Goals for minority participation for each trade	(4.0%) (Vol. 45 Federal Register pg. 65984 10/3/80)
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Goals for female participation in each trade	(6.9%)
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These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area

located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the towns of Burlington, Vermont (Chittenden County).

BREACH OF CONTRACT TERMS

(Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

BUY AMERICAN CERTIFICATION

(Reference: 49 USC § 50101)

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (in the Proposal documents) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.

- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

All bidders must complete the Buy American Certification included in the Proposal Documents.

GENERAL CIVIL RIGHTS PROVISIONS

(Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

1. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
2. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS - TITLE VI ASSURANCES

Title VI Solicitation Notice

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the

sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Clauses for Deeds Transferring United States Property

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the ***(Title of Sponsor)*** will accept title to the lands and maintain the project constructed thereon in accordance with ***(Name of Appropriate Legislative Authority)***, for the ***(Airport Improvement Program or other program for which land is transferred)***, and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ***(Title of Sponsor)*** all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in ***(Exhibit A attached hereto or other exhibit describing the transferred property)*** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ***(Title of Sponsor)*** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the ***(Title of Sponsor)***, its successors and assigns.

The ***(Title of Sponsor)***, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the ***(Title of Sponsor)*** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation,

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **City of Burlington, Vermont** pursuant to the provisions of the Airport Improvement Program grant assurances.

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **City of Burlington, Vermont** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **City of Burlington, Vermont** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **City of Burlington, Vermont** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **City of Burlington, Vermont** pursuant to the provisions of the Airport Improvement Program grant assurances.

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **City of Burlington, Vermont** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
3. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **City of Burlington, Vermont** will there upon revert to and vest in and become the absolute property of **City of Burlington, Vermont** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
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CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

(Reference: 2 CFR § 200 Appendix II (E))

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these

clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

COPELAND “ANTI-KICKBACK” ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

The United States Department of Labor Wage and Hours Division oversees the Copeland “Anti-Kickback” Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland “Anti-Kickback” Act requirements required to be inserted in solicitations, contracts or subcontracts.

DAVIS BACON REQUIREMENTS

(Reference: 2 CFR § 200 Appendix II(D))

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more

than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing

work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is

enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency or the applicant, sponsor, or owner.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions

have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing

construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CERTIFICATION REGARDING DEBARMENT AND
SUSPENSION (BIDDER OR OFFEROR)**

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

DISADVANTAGED BUSINESS ENTERPRISES

(Reference: 49 CFR part 26)

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 calendar days from the receipt of each payment the prime contractor receives from the Owner (Sponsor). The prime contractor agrees further to return retainage payments to each subcontractor within 30 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner (Sponsor). This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

(Reference 2 CFR § 200 Appendix II(H))

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

(Reference 41 CFR § 60-1.4, Executive Order 11246)

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following:

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

or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**FEDERAL FAIR LABOR STANDARDS ACT
(FEDERAL MINIMUM WAGE)**

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

(Reference: 41 CFR § 60-1.8)

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for

supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from

proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

RIGHTS TO INVENTIONS

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TERMINATION OF CONTRACT

(Reference 2 CFR § 200 Appendix II(B))

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TRADE RESTRICTION CLAUSE

(Reference: 49 CFR part 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

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FEDERAL AND CITY WAGE RATE

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Federal and City Wage Rates

Livable Wage (City Wage Rate)

Bidders are advised that certain City contractors are required to comply with the City of Burlington's livable wage ordinance. The livable wage ordinance is applicable to **service contracts** with the City of Burlington (as opposed to the purchasing of goods) where total amount of the contract or contracts with the same person or entity exceeds **\$15,000** for any twelve-month period. The City of Burlington livable wage, effective July 1, 2015, for employees who receive health care benefits (i.e., employer cost or contribution of at least \$1.20 per hour) is **\$13.94** per hour. The livable wage for employees who do not receive health care benefits is **\$15.83** per hour.

An employee of a covered contractor must be paid the livable wage during the period of time he or she expends on furnishing services funded by the City. Covered employees must agree to the payment of the livable wage as a condition of entering into a covered service contract with the City. A covered employer who violates the livable wage ordinance may be barred from receiving a contract or grant from the City for a period of up to 2 years and may be subject to other civil enforcement remedies.

Please see livable wage ordinance for a more detailed description of its requirements.

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Livable Wage Ordinance

****EFFECTIVE JULY 1, 2016****

Are You
Receiving
A Livable
Wage?

The Burlington Livable Wage Ordinance requires that if you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least \$13.94 an hour **if the employer offers health insurance.**

\$13.94

If you are working on a specific City of Burlington service contract or subcontract above a certain amount your employer must pay you at least \$15.83 an hour **if the employer does not offer health insurance.**

\$15.83

What Are
Your Rights
Under the
Livable Wage?

All employees who work directly on a City of Burlington service contract or a subcontract may be eligible. To find out if you are covered by the Livable Wage Ordinance you may call the Office of the Chief Administrative Officer at 802/865-7000.

Are You
Eligible to
Receive The
Livable Wage?

Covered employees are required to be paid at least the above amounts. If you are covered and your employer reduces your pay, your employer shall be considered in violation. You are protected by law if you assert your rights under the Livable Wage Ordinance. Any employee to whom the livable wage has been applied in the past shall not have their wage reduced in FY 17 because of this annual adjustment.

Why Report A
Livable Wage
Violation?

If your employer is required to be paying you the Livable Wage and is not, he or she may be required to pay you back wages and be subject to any other appropriate action as outlined in the Ordinance.

Employee
Earned
Income Tax
Credit

Are you raising a family and making less than \$30,000? If so, you could be eligible to receive the Earned Income Tax Credit (EITC.) You may even be eligible if your income is so low that you do not owe any taxes. The EITC can reduce your taxes or provide a cash refund. There is a federal and state EITC, so ask about both. To find out if you qualify and how to get this benefit speak to your employer's payroll clerk or call IRS at 1.800.TAX.1040.

General Decision Number: VT170045 01/06/2017 VT45

Superseded General Decision Number: VT20160045

State: Vermont

Construction Type: Highway

County: Chittenden County in Vermont.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels; building structures in rest areas; railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; and other major bridges)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/06/2017

* SUVT2011-030 09/14/2011

Rates Fringes

CARPENTER, Includes Form Work....\$ 19.40 3.58

ELECTRICIAN includes Traffic

Signalization and Installation...\$ 20.51 0.00

IRONWORKER, STRUCTURAL.....\$ 21.17 0.00

LABORER: Common or General.....\$ 13.40 0.24

LABORER: Flagger.....\$ 11.11 0.00

LABORER: Traffic

Control-Cone Setter.....\$ 14.34 5.77

OPERATOR: Bobcat/Skid

Steer/Skid Loader.....\$ 17.10 0.00

OPERATOR: Broom.....\$ 15.80 6.34

OPERATOR: Cold

Planer/Milling Machine.....\$ 23.60 0.00

OPERATOR: Excavator.....\$ 18.60 0.67

OPERATOR: Loader.....\$ 18.93 0.00

OPERATOR: Paver.....\$ 17.56 0.38

OPERATOR: Roller (All Types)....\$ 16.38 0.00

OPERATOR: Screed.....\$ 19.02 2.98

PAINTER (Parking Lot and

Highway Striping Only).....\$ 15.50 3.75

TRUCK DRIVER, Includes All

Dump Trucks.....\$ 15.85 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in

the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

A & K Slip Forming, Inc.

Applicant: Ms. Donna Bartholomew
P.O. Box 250
Cobleskill, NY 12043
774 Lawyersville Road
Cobleskill, NY 12043

Phone Number: (518) 234-1944

Fax Number: (518) 234-1945

E-mail: janice@akslipforming.com

Website: www.akslipforming.com

Scope: Slip Form Curbs, Gutters, Barriers, Granite Curbs, Concrete Sidewalks, Color and Imprinted Concrete Pavement, Concrete Floors, Brick Pavers and Retaining Walls.

NAICS Code(s): 237310 238110 238120

A D Rossi - Nicom d/b/a A D Rossi

Applicant: Ms. Robin Nicholson
123 Red Barn Rd,
Danville, VT 05828

Phone Number: (802) 751-8420

Fax Number: (802) 751-8422

E-mail: rnicolson@nicomcoatings.com

Website: www.nicomcoatings.com

Scope: Supply and install bridge deck waterproofing membrane, asphaltic plug joints, complete installation of bridge rail and epoxy coatings.

NAICS Code(s): 238390

A. Marcelino & Company, Inc.

Applicant: Alan Marcelino
P. O. Box 195
Williston, VT 05495

Phone Number: (802) 862-6383

Fax Number: (802) 863-6725

E-mail: starpaver1@aol.com

Website:

Scope: Asphalt Paving and General Contractor, Crushing and Screening Operation

NAICS Code(s): 237310

AnnSeal, Inc.

Applicant: Nancy O'Brien
30 Main Street
Johnson, NY 13790

Phone Number: (607) 797-3737

Fax Number: (607) 797-2877

E-mail: nobrien@annseal.com

Website:

Scope: Cracksealing, joint repair of roadways and airports.

NAICS Code(s): 238310 238910

Arora Engineers, Inc.

Applicant: Manik K Arora
61 Wilmington-West Chester Pike, Ste. 100
Chads Ford, PA 19317

Phone Number: (610) 459-7900

Fax Number: (610) 459-7950

E-mail: marora@aroraengineers.com

Website: www.aroraengineers.com

Scope: Mechanical, electrical, plumbing, fire/life safety, special systems design, and construction management.

NAICS Code(s): 236220 541330 541370 541512

Atlantic Bridge & Engineering, Inc.

Applicant: Victoria Kolenda
191 Elm Street
Salisbury, MA 01952

Phone Number: (978) 465-4337

Fax Number: (978) 465-4088

E-mail: vkolenda@atlanticbr.com

Website: www.atlanticbr.com

Scope: Furnish and Install Structural Steel (and all related work), Precast, Rebar, SIPs, Post Tensioning, Temporary Steel, Miscellaneous Metals, etc. for Bridges and Buildings

NAICS Code(s): 238120

Baseline Supply, LLC

Applicant: Tracey Meents
65 Turnberry Drive
Monroe Township, NJ 08831

Phone Number: (732) 835-2080

Fax Number: (888) 398-2080

E-mail: baselinesupply@gmail.com

Website: www.baselinesupply.net

Scope: Supplier of Construction Materials

NAICS Code(s): 423310 423320 423330 423390 423510 423610 423710 423720 423840 424950

Berkshire Concrete Cutting, LLC

Applicant: Kathleen Govotski
3595 Winsted Road
Torrington, CT 06790

Phone Number: (860) 489-3388

Fax Number: (860) 626-1316

E-mail: kathy@berkshirecompanies.com

Website: www.berkshirecompanies.com

Scope: Asphalt, Concrete, Granite, Brick, Block, etc. Saw Cutting and Core Drilling

NAICS Code(s): 238990

Berkshire Industrial Services, LLC

Applicant: Kathleen Govotski
3595 Winsted Road
Torrington, CT 06790

Phone Number: (860) 496-0933

Fax Number: (860) 262-1316

E-mail: kathy@berkshirecompanies.com

Website: www.berkshirecompanies.com

Scope: Hydro excavation, pipe cleaning, video pipe inspection, catch basin & hydrodynamic separator cleaning, vacuum & air knife excavation, wet well & grid separator cleaning, water blasting, pressure washing and confined space entry.

NAICS Code(s): 238910 541990 561990 562998

Bestway Services, Inc.

Applicant: Alfonso Betts
PO Box 17026
Nashville, TN 37217
1211 Buchanan Street
Nashville, TN 37027

Phone Number: (615) 271-2177

Fax Number: (615) 271-2188

E-mail: al@bestwayservices.com

Website: www.bestwayservices.com

Scope: Facilities Support Services, Janitorial Services, Landscaping Services

NAICS Code(s): 561210 561720 561730

Bore Tech LLC

Applicant: Ms. Kathy M. Fenoff
1569 Breezy Hill Rd
St. Johnsbury, VT 05819

Phone Number: (802) 748-6555

Fax Number: (802) 748-6822

E-mail: estimating@boretechllc.com

Website:

Scope: Directional Boring

NAICS Code(s): 238910

D.T. Read Steel Co., Inc

Applicant: Donald T. Read Jr.
1751 West Road
Chesapeake, VA 23323

Phone Number: (757) 487-2047

Fax Number: (757) 487-0768

E-mail: dtread@dtreadsteel.com

Website: http://www.dtreadsteel.com/

Scope: Placing Reinforcing Steel, Post Tension Cables, and Structural Sheer Studs.

NAICS Code(s): 236220 237310 238120 238190 238990 332312

Die Hard Excavation & Technologies, Inc.

Applicant: Mary Schmidt
7654 Smith Road
Rome, NY 13440

Phone Number: (315) 337-2454

Fax Number: (315) 337-1015

E-mail: maryschmidt@diehardexcavation.com

Website: www.diehardexcavation.com

Scope: Directional boring; drilling excavation and embankments, trench culvert excavations; drainage structures, turf and wildflower establishment; care, thinning and tree removal; water supply utilities; sanitary sewer utilities; jacking/ reinforcement of concrete pipe; manhole and pipe cleaning; manhole and catch basin installation.

NAICS Code(s): 237130 237990 238290 238910 331210 423990 561730 562119 562998

Donnelly Construction, Inc.

Applicant: Carrie D. Speshock
P. O. Box 150
Mechanicville, NY 12118

Phone Number: (518) 664-9435

Fax Number: (518) 664-1601

E-mail: carrie@donnellyconstruction.net

Website: www.donnellyconstruction.net

Scope: Temporary Soil Erosion; Work Zone Traffic Control, Tack Distributor Trucks, Longitudinal & Transverse Sawcut Grooving, Crack Sealing; Rental Items; PVM Signs, Arrow Panels; Attenuator Trucks; Temporary Concrete Barrier & Construction Signs; UBIU (Under Bridge Inspection Unit)

NAICS Code(s): 237310 238910 238990 561730 561990

E. L. Waterman, Inc.

Applicant: Lyla Waterman
29 A Chestnut St.
Foxboro, MA 02035

Phone Number: (774) 215-5673

Fax Number: (774) 215-5647

E-mail: elwaterman@gmail.com

Website: www.elwatermaninc.com

Scope: Supplier Of Mechanical Equipment, I.E., Pumps, Chemical Storage Tanks, Disinfection Systems, Mixers For Sewage Treatment Plants, Aeration Tanks, Stainless Steel PBC Piping & Street & Labor To Set In Place

NAICS Code(s): 423720

Electrical Installations, Inc.

Applicant: Darlene M Fritz
397 Whittier Highway
Moultonborough, NH 03254

Phone Number: (603) 253-4525

Fax Number: (603) 253-6284

E-mail: darlene.fritz@eii-hq.com

Website: www.eii-hq.com

Scope: Industrial Electrical Contractor Specializing in Control Systems for Water and Wastewater Treatment Plants

NAICS Code(s): 238210

EMI Guide Rail LLC

Applicant: Eleanor Kittle Ingalsbe
693 River Road
Schenctady, NY 12306

Phone Number: (518) 887-2030

Fax Number: (518) 887-2033

E-mail: eingalsbe@emiguiderail.com

Website: www.emiguiderail.com

Scope: Heavy & Highway Construction, Install bridge rail, guide rail, and signs/sign structures

NAICS Code(s): 237110 237310 238120 238910 238990 541370 561730

Fillion's Landscaping, Inc.

Applicant: Angela Fillion President
111 Carver Street
Granby, MA 01033

Phone Number: (413) 467-2662

Fax Number: (413) 467-7210

E-mail: fillion111@comcast.net

Website: www.fillionslandscaping.com

Scope: Landscaping

NAICS Code(s): 561730

Fletch's Sandblasting & Painting, Inc

Applicant: Cheryl Fletcher
52 Shirking Road
Epping, NH 03042

Phone Number: (603) 679-3400

Fax Number: (603) 679-3465

E-mail: fletchssandblasting@hotmail.com

Website: www.fletchssandblasting.com

Scope: Commercial & Industrial Sandblasting, Painting, Deleading, Interim Demo, Fleet Maintenance, Heavy Equipment Refinish

NAICS Code(s): 238320 238990

G & N Excavation, Inc.

Applicant: Michele Gaboriau President
3804 N Fayston Road
Moretown, VT 05660

Phone Number: (802) 496-3735

Fax Number: (802) 329-2350

E-mail: mgaboriau@gmavt.net

Website:

Scope: Excavation, Specializing in Public Infrastructure

NAICS Code(s): 238910

G.W. Peoples Contracting Company

Applicant: Melvin E. Clark, Jr. CEO
2011 Crystal Drive, Suite 400
Arlington, VA 22202

Phone Number: (202) 488-7185

Fax Number: (703) 682-6804

E-mail: gwpeoples@aol.com

Website: www.gwpeoples.com

Scope: Small disadvantaged minority owned and operated specializing in all elements of railroad, transit and related construction.

NAICS Code(s): 237990 423860

Geologic - Earth Exploration, Inc.

Applicant: Deborah Q. Arey
7 Sherwood Drive
Norfolk, MA 02056

Phone Number: (508) 384-4434

Fax Number: (508) 384-4452

E-mail: deb@geologicinc.com

Website: www.geologicinc.com

Scope: Provide Labor and Equipment to Perform Excavation Drilling for Environmental & Geotechnical Projects

NAICS Code(s): 238910

Interport Towing & Transportation

Applicant: Lucinda Smith
P. O. Box 30
West Southport, ME 04576-0030

44 Pratts Island Road
West Southport, ME 04576-0030

Phone Number: (207) 633-4268

Fax Number: (207) 633-4401

E-mail: interport@adelphia.net

Website:

Scope: Tugboat Towing Services for Dredging Companies, Ship Docking, Vessel Assists, and Coastal Towing. Safety Boat. Support Services to Marine Construction and Dredge Companies. Transportation of Oil, Trash, Construction Equipment, and Dredge Spoils.

NAICS Code(s): 483110 483212 488330

Iron Lady Enterprises

Applicant: Dianna Montague
1943 Poplar Street
Philadelphia, PA 19130

Phone Number: (267) 973-8626

Fax Number: (208) 475-9792

E-mail: leland.hardy@ironladyenterprises.com

Website: youtube.com/ironladyenterprises

Scope: Iron Work, Welding, General Contracting, Structural Reinforcement, Building Supplies, Rigging, Bridge Building, Bridge Inspection, Roadway Structures.

NAICS Code(s): 236210 236220 237310 238120 238190 423390 423510

J. P. Sicard, Inc.

Applicant: Jason Sicard
P. O. Box 508
Barton, VT 05822
1369 Glover Road
Barton, VT 05822

Phone Number: (802) 525-9506

Fax Number: (802) 525-4616

E-mail: theresa@jpciard.com

Website: www.jpsicard.com

Scope: General Excavating, Water & Sewer Mains, Drainage, Bridge/Large Culverts, Sidewalk, and Curbing.

NAICS Code(s): 237310 237990 238910

JCB Colby, Inc.

Applicant: Jean Iriana Colby
P. O. Box 123
Lunenburg, VT 05906
748 Bobbin Mill Road
Lunenburg, VT 05906

Phone Number: (802) 892-7795

Fax Number: (802) 892-1143

E-mail: jbccolby@gmail.com

Website: www.jbccolbymasonry.com

Scope: Masonry, Concrete Sidewalks and Islands, Stone Facing, Stone Walls

NAICS Code(s): 237310 238140

Kal-Harbour, Inc.

Applicant: Laura J. Harbour
P.O. Box 4087
Albany, NY 12204
21 Arch Street
Watervliet, NY 12189

Phone Number: (518) 266-0690

Fax Number: (518) 266-0694

E-mail: harbourroads@aol.com

Website: www.harbourroads.com

Scope: Asphalt Paving, Excavation, Streetprint, DuraTherm, Concrete Work, Striping, Trucking.

NAICS Code(s): 237310 238910 238990

L&L Supply and Mechanical, Inc.

Applicant: Lindsay Lemek President
PO Box 463
Ludlow, MA 01056
425 Fuller Street

Phone Number: (413) 519-7139

Fax Number:

E-mail: llsupplymechanical@yahoo.com

Website:

Scope: Installation of Water Services and Appurtenances, and Specialty Water Works

NAICS Code(s): 221310

Lightcap Industries, Inc. d/b/a JC Supply & Manufacturing

Applicant: Connie Lightcap
1612 S Cucamonga Avenue
Ontario, CA 91761

Phone Number: (909) 373-1773

Fax Number: (909) 373-1785

E-mail: connie@jcsupply.us

Website: www.jcsupply.us

Scope: Structural Steel Manufacturing, Construction materials

NAICS Code(s): 332312 423390 444190

LY Trucking

Applicant: Linda Labbe
1464 N. Bayley Hazen Road
E. Ryegate, VT 05042

Phone Number: (802) 584-4251

Fax Number: (802) 584-4133

E-mail: rlmeadow@aol.com

Website:

Scope: Construction Trucking

NAICS Code(s): 484220

M J Ouellette and Daughters Inc

Applicant: Kathy Ouellette
PO Box 34
Caribou, ME 04736

Phone Number: (207) 496-0411

Fax Number: (207) 493-3077

E-mail: mknh@maine.rr.com

Website:

Scope: Excavation, Dump Trucks, Pipe Sales, Installation of Pipe and Materials, Septic Systems, Excavator, Pay Loader, Bulldozer, Road Grading, Infrastructure Installation, Road Building, Foundation Digging

NAICS Code(s): 238910

Monoko, LLC

Applicant: Keri Monokandilos Manager
1037 Peninsula Ave
Tarpon Springs, FL 34689-2125

Phone Number: (727) 940-3244

Fax Number: (727) 279-8795

E-mail: monokollc@aol.com

Website:

Scope: Bridge Painting

NAICS Code(s): 238320

Ms. Pipe, LLC

Applicant: Kimberly Cadorette
PO Box 1295
South Windsor, CT 06074

Phone Number: (860) 644-7070

Fax Number: (860) 644-7373

E-mail: kim@mspipellc.com

Website: www.mspipellc.com

Scope: Supply Valves, Pipe, Fittings, Accessories, and Services for Construction Industry

NAICS Code(s): 423390

New Form Building Systems, Inc.

Applicant: Erica Libby
90 Heritage Park
Suite 2
Bucksport, Hancock, ME 04416

Phone Number: (207) 469-2711

Fax Number: (207) 433-1027

E-mail: elibby@newformbuilding.com

Website: www.newformbuilding.com

Scope: Supplier precast concrete products, waterproofing & drainage materials, pipe & drainage products, erosion control products, highway & bridge products, steel products, concrete accessories, masonry products, cement and adhesive products, safety

NAICS Code(s): 423390

Nicom Coatings Corporation

Applicant: Robin C. Nicholson
140 Industrial Lane - Berlin
Barre, VT 05641

Phone Number: (802) 229-5261

Fax Number: (802) 229-5222

E-mail: rnicolson@nicomcoatings.com

Website: www.nicomcoatings.com

Scope: Pavement Sealcoating, Crack Filling, Joint Repair, Asphalt Slurry Seal, Bridge Deck Membranes, Bridge Rail.

NAICS Code(s): 237310 238990

North American Equipment Upfitters, Inc.

Applicant: Janet Dunican
6 Sutton Circle
Hooksett, NH 03106

Phone Number: (603) 624-6288

Fax Number: (603) 624-6289

E-mail: jdunican@naeuinc.com

Website: www.naeuinc.com

Scope: Construction: Assembly-Specializing in Mounting Aerial Lift Equipment For Telephone Cable and Power Industries. Work with Customers to Develop Specifications for Fleets. Supply Full Line of Fire-Fighting Equipment, Brush Trucks and Pumpers.

NAICS Code(s):

North Branch Landscape Co., Inc.

Applicant: Pamela L Tworig
392 Main Road
Stamford, VT 05352

Phone Number: (802) 694-1782

Fax Number: (802) 264-8562

E-mail: pam@northbranchlandscape.com

Website: www.northbranchlandscape.com

Scope: Landscape contracting, concrete, tree/shrub, nursery/sales.

NAICS Code(s): 111421 115112 238910 424930 541320 561730 561790

Pavilion Drainage Supply Co., Inc.

Applicant: Phil Plossl
P. O. Box 219
Pavilion, NY 14525-0219
6630 Ellicott St Road
Pavilion, NY 14525-0219

Phone Number: (585) 584-3261

Fax Number: (585) 584-3812

E-mail: phil@pavdrain.com

Website: www.pavdrain.com

Scope: Demolition, Excavation and Embankment, Geotextile, Structural Concrete, Bridge Railing, Sidewalks, Driveways, Bikeways, Brick Paving, Grouted Stone Block & Missing Paving, Curbing, Concrete Mall, Signs, Frames and Grates, Supplier

NAICS Code(s): 237310 238910 423320 423390

Perma Treat of Illinois, Inc.

Applicant: Sara Bond
1800 Perma Treat Dr.
Marion, IL 62959

Phone Number: (618) 997-5646

Fax Number: (618) 993-8680

E-mail: sara@permatreatlumber.com

Website: http://permatreatlumber.com

Scope: Manufacturing of Treated Lumber Products Including: Railroad Ties, Bridge Timbers, Timbers and Pilings, Utility Poles, Transmission Poles, and Cross Arms & Round Posts.

NAICS Code(s): 321114

RSE Associates, Inc.

Applicant: Ms. Kerri Lee
63 Pleasant Street, Ste 300
Watertown, MA 02472

Phone Number: (617) 926-9300

Fax Number: (617) 926-9301

E-mail: kerri.lee@rseassociates.com

Website: www.rseassociates.com

Scope: Structural Engineering Services

NAICS Code(s): 541330 541611

Ryebrook Construction, Inc.

Applicant: Linda Labbe
1464 North Bayley Hazen Road
East Ryegate, VT 05042

Phone Number: (802) 584-4250

Fax Number: (802) 584-4133

E-mail: rlmeadow@aol.com

Website:

Scope: Road / Bridge Construction, Including Drainage Work, Sidewalks, Curbing, Retaining Walls, Erosion Control, Pipe and Dirt Work.

NAICS Code(s): 237310

Seacoast Asphalt Services, Inc

Applicant: Jennifer Nicolai
PO Box 98
Hatfield, MA 01038
98 Main Street
Hatfield, MA 01038

Phone Number: (413) 773-9247

Fax Number: (413) 247-0232

E-mail: sasjen@valinet.com

Website: www.seacoastasphalt.com

Scope: Supply, Transportation & Application of Asphalt Products and Aggregates

NAICS Code(s): 237310 423320

Standard Waterproofing, Inc.

Applicant: Marie Michaud
55 Grove Street
Waterville, ME 04901

Phone Number: (207) 872-5552

Fax Number: (207) 872-5505

E-mail: marie@standard-waterproofing.com

Website: www.standard-waterproofing.com

Scope: Commercial Waterproofing; Certified Air Vapor Barriers; Above & Below Grade Waterproofing; Interior & Exterior Sealants; Masonry Restoration; Cellulose Insulation; Open and Closed Cell Spray Foam Insulation

NAICS Code(s): 238990

U.S. Essential Supply and Services, LLC

Applicant: Kayla Dennis
2836 Locust Street
St. Louis, MO 63103

Phone Number: (314) 713-2449

Fax Number: (314) 336-1332

E-mail: kld@usessllc.com

Website: www.usessllc.com

Scope: Specializing in Traffic Control, Traffic Design, and Maintenance. USE is a Supplier of Safety Gear, Safety Equipment, Small Tools and Construction/Building Materials. USE Employs Diverse Crews of Flaggers, Laborers, Traffic Control Technicians and Supervisors with Adept Experience in Utility, Industrial and Commercial Construction. USE Delivers Supplies and Services to the Utility, Industrial, and Construction Industry.

NAICS Code(s): 236220 238130 238310 422371 42330 423320 423450 561990

Worksafe Traffic Control Ind., Inc.

Applicant: Debra Ricker
115 Industrial Lane - Berlin
Barre, VT 05641

Phone Number: (802) 223-8948

Fax Number: (802) 229-1848

E-mail: DebraR@worksafetci.com

Website: www.worksafetci.com

Scope: Subcontract-Rental & Sale of Work Zone Traffic Control Related Products, Manufacture Construction & Traffic Signs, SPLR-TC Devices, Etc.

NAICS Code(s): 238990 339950 488490

TECHNICAL SPECIFICATIONS

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Item L-101 Airport Rotating Beacons

DESCRIPTION

101-1.1 This item shall consist of installing airport rotating beacon and mounting kit, both furnished by the owner. The work shall also include mounting on existing tower, leveling, wiring, painting, servicing, and testing of the beacon. In addition, this item also includes all materials and incidentals necessary to place the beacon in an operating condition (as a completed unit) to the satisfaction of the Engineer. This item shall include disconnecting and removal of the existing beacon assembly and storing it at a place on airport property as directed by the engineer.

EQUIPMENT AND MATERIALS

101-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (ACs) must be certified and listed in AC 150/5345-53, Airport Lighting Equipment Certification Program.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials that are per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the Engineer and replaced with materials, that are per these specifications, at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly mark each copy to identify the products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components or electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Contract Documents plans and specifications. The Contractor's submittals shall be neatly bound in a properly sized 3-ring binder, tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed in this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

101-2.2 Beacon. The beacon shall be a Type **L-802 A Class 2** beacon meeting the requirements of AC 150/5345-12, Specification for Airport and Heliport Beacons and *shall be furnished by the owner*.

101-2.3 Beacon installation. See AC 150/5340-30, Design and Installation Details for Airport Visual Aids, for beacon installation details. Provide two lamp sets as spares.

101-2.4 Panel boards and breakers. Not Used

101-2.5 Non-fused disconnect switch. The non-fused disconnect switch at the top of the tower shall be rated for 240 Volt, 30 Amp, 2 Pole, Non-Fusible, with solid neutral and ground lug. The switch shall be heavy duty, NEMA 4X enclosure with provisions of padlocking handle in “Off” and “On” positions. The disconnect switch will conform to NEMA Standard KS1.

101-2.6 Electrical wire. For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type THWN-2 shall be used. The wires shall be the type, size, number of conductors, and voltage shown in the plans or in the proposal.

101-2.7 Conduit. Rigid steel conduit and fittings shall be per Underwriters Laboratories Standards 6, 514B, and 1242. Liquid-tight flexible metal conduit shall be per Underwriters Laboratories Standard 360.

101-2.8 Paint.

a. Priming paint for non-galvanized metal surfaces shall be a high solids alkyd primer per Society for Protective Coatings (SSPC) Paint 25.

b. Priming paint for galvanized metal surfaces shall be a zinc-rich epoxy primer paint per MIL-DTL-24441/19B, Formula 159, Type III. Use MIL-24441 thinner per paint manufacturer’s recommendations.

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Master Painter’s Institute (MPI) Reference #9 (gloss). The color shall be per Federal Standard 595, International Orange Number 12197.

d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint per the Master Painter’s Institute, Reference #9, Exterior Alkyd, Gloss, volatile organic content (VOC) Range E2.

CONSTRUCTION METHODS

101-3.1. Placing the beacon. The beacon shall be mounted on the existing beacon tower as shown in the plans.

Prior to placing the beacon, the contractor shall disconnect and remove the existing beacon assembly from the tower and store it on airport property at a place designated by the engineer.

After removal of the beacon, the contractor shall install the tower mounting kit (owner furnished) to the existing beacon platform on the tower. Installation shall be per manufacturer’s requirements.

101-3.2 Hoisting and mounting. The beacon shall be hoisted to the mounting platform by using suitable slings and hoisting tackle. Before fastening the beacon to the mounting platform, the mounting holes shall be checked for correct spacing. Beacon base or mounting legs shall not be strained or forced out of position to fit incorrect spacing of mounting holes. The beacon base shall be raised first, set in position, and bolted in place. The drum shall then be raised and assembled to the base.

101-3.3 Leveling. After the beacon has been mounted, it shall be accurately leveled following the manufacturer’s instructions. The leveling shall be checked in the presence of the Engineer and shall be to the Engineer’s satisfaction.

101-3.4 Servicing. Before placing the beacon in operation, the Contractor shall check the manufacturer's manual for proper servicing requirements. Follow the manufacturer's servicing instructions for each size of beacon.

101-3.5 Beam adjustment. After the beacon has been mounted and leveled, the elevation of the beam shall be adjusted. The final beam adjustments shall be made at night so that results can be readily observed. The beams shall be adjusted to the elevation directed by the Engineer or as shown in the plans. See AC 150/5340-30 for additional information about airport beacon beam adjustment.

101-3.6 Beacon mounting platform. Existing.

101-3.7 Wiring. The Contractor shall furnish all necessary labor and materials and shall make complete above ground electrical connections per the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code (NEC). Copies of the National Electric Code may be obtained from the NFPA website: http://www.nfpa.org/aboutthecodes/list_of_codes_and_standards.asp

Unless otherwise specified, the Contractor shall connect the tell-tale relay mechanism in the beacon to energize the tower obstruction light circuit when failure of the beacon service (primary) lamp occurs.

101-3.8 Non-fused Disconnect switch. The contractor shall disconnect and remove the existing disconnect switch and install the NEMA 4X disconnect switch in its place as indicated on the plans.

101-3.9 Conduit. All exposed wiring shall be run in not less than 3/4 inch (19 mm) galvanized rigid steel conduit. Outdoor rated, liquid-tight, flexible metal conduit may be used for final connection at the beacon equipment. All conduits shall be installed to provide for drainage.

101-3.10 Booster transformer. Not Used

101-3.11 Photoelectric control. Not Used

101-3.12 Obstruction lights. Existing

101-3.13 Painting. Steel mounting platforms shall be painted per direction of L-103 Beacon Tower. All other equipment installed under this contract and exposed to the weather shall be given one body and one finish coat of international-orange (per Federal Standard 595, Number 12197) or white paint as required. This shall include the beacon (except glass surfaces), beacon base, disconnect switch, all conduit. It shall not include lightning protection system air terminals or obstruction light globes.

Skilled painters must apply the paint uniformly at the proper consistency. The finished paint shall be free from sags, holidays, and smears. Each coat of paint shall be given ample time to dry and harden before the next coat of paint is applied. A minimum of three (3) days shall be allowed for drying on wood surfaces, and a minimum of four (4) days shall be allowed for drying on metal surfaces. Painting shall not be performed in cold, damp, foggy, dusty, or frosty atmospheres, or when the air temperature is below 40°F (4°C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt. All knots in wood surfaces shall be covered with shellac immediately before applying the priming coat of paint. Nail holes and permissible imperfections shall be filled with putty. The ready-mixed paint shall be thinned for the priming and body coats per the manufacturer's recommendations. In the absence of such recommendations, the following shall apply:

a. Body coats (for both wood and steel surfaces) - add 1/2 pint (0.24 liter) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

b. Finish coats (for both wood and steel surfaces) the ready-mixed paint shall be used as it comes from the container for finish coats.

101-3.14 Testing. The beacon installation shall be fully tested as a completed unit prior to acceptance. These tests shall include operation of the lamp-changer and performing insulation resistance and voltage readings. The insulation resistance to ground of the beacon power supply circuit shall be not less than 100 megohms when measured ungrounded. The Contractor must furnish testing equipment. Tests shall be conducted in the presence of the Engineer and shall be to the Engineer's satisfaction.

METHOD OF MEASUREMENT

101-4.1 The quantity to be paid for shall be the number of beacons installed as completed units in place, accepted, and ready for operation. Removal and storage of the existing beacon shall be considered as incidental to this item.

BASIS OF PAYMENT

101-5.1 Payment will be made at the contract lump sum price for each completed and accepted job. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-101-5.1 Airport Rotating Beacon, in place - per Lump Sum

MATERIAL REQUIREMENTS

AC 150/5345-12 Specification for Airport and Heliport Beacons
AC 150/5340-30 Design and Installation Details for Airport Visual Aids
AC 150/5345-53 Airport Lighting Equipment Certification Program
Commercial Item Description A-A-59544
 Cable and Wire, Electrical (Power, Fixed Installation)
FED STD 595 Colors Used in Government Procurement
MPI Reference #9 Alkyd, Exterior, Gloss (MPI Gloss Level 6)
MIL-DTL-24441C/19B Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
NEMA STANDARD KS1
 Heavy Duty Enclosed and Dead-Front Switches
NFPA-70 National Electric Code (NEC)
NFPA-780 Standard for the Installation of Lightning Protection Systems
SSPC Paint 25 BCS Zinc Oxide, Alkyd, Linseed Oil, Primer for
Underwriters Laboratories Standard 6
 Electrical Rigid Metal Conduit – Steel
Underwriters Laboratories Standard 360
 Standard for Liquid-Tight Flexible Metal Conduit
Underwriters Laboratories Standard 514B
 Conduit, Tubing, and Cable Fittings

Underwriters Laboratories Standard 1242
Electrical Intermediate Metal Conduit - Steel

END OF ITEM L-101

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Item L-103 Airport Beacon Towers

DESCRIPTION

103-1.1 This item shall consist of sandblasting and painting the portion of the existing steel tower that is above the observation room and exposed to weather. This work shall include testing for lead, sandblasting and painting, and all incidentals necessary to complete the painting of the tower. Also included in this item shall be furnishing and installing a lightning protection system on the existing tower consisting of an air terminal, down conductor and ground rod(s).

EQUIPMENT AND MATERIALS

103-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the Engineer) and replaced with materials, that are per these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the material. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Engineer reserves the right to reject any and all materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

103-2.2 Tower. Not used.

103-2.3 Lightning protection. Lightning protection shall comply with NFPA-780, Standard for the Installation of Lightning Protection Systems. All materials shall comply with NFPA 780 Class II material requirements regardless of the tower height. Ground Rods for connection of the down conductor shall be copper clad steel, 10 feet long X 3/4" diameter.

103-2.4 Paint.

a. Priming paint for galvanized steel towers shall be zinc dust-zinc oxide primer paint per MIL-DTL-24441C/19B. Use MIL-24441 thinner per paint manufacturer's recommendations.

b. Priming paint for non-galvanized steel towers shall be a high solids alkyd primer per the Master Painter's Institute (MPI), Reference #9, Exterior Alkyd, Gloss.

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint MPI Reference #9 (gloss). The color shall be per Federal Standards 595, International Orange Number 12197.

d. White paint for a steel tower shall be ready-mixed paint per MPI #8.

CONSTRUCTION METHODS

103-3.1 Clearing and grading. See specification P-151.

103-3.2 Excavation and fill. Not used.

103-3.3 Erection. Not used.

103-3.4 Lightning protection. Lightning protection shall be per NFPA-780, Standard for the Installation of Lightning Protection Systems. All materials shall comply with Class II requirements regardless of tower height.

The Contractor shall furnish and install a Class II lightning protection system in accordance with NFPA 780.

Down-conductor cables shall be securely fastened to the surface of the tower leg at 5 feet (1.5 m) intervals with suitable bronze fasteners having bronze or noncorrosive metal bolts. Sharp turns or bends in the down conductor will not be permitted.

All connections of cable to cable, cable to air terminals, and cable to ground plates or rods shall be made with solder-less connectors or noncorrosive metal approved by the Engineer and shall be of substantial construction.

The down-conductor cable shall be securely attached to ground rods or plates placed at least 2 feet (60 cm) away from the base building foundation. That portion of the down conductor installed below grade shall be direct buried 30 inches below grade. The ground rod shall be driven into the ground so that the top is at least 6 inches (150 mm) below grade. The down-conductor shall be firmly attached to the ground plate or rod by means of an exothermic weld only. Plates shall be embedded in an area of permanent moisture.

The complete lightning protection installation shall be accomplished to the satisfaction of the Engineer. The resistance to ground of any part of the lightning protection system shall not exceed 25 ohms. If a single rod grounding electrode has a resistance to earth of over 25 ohms, then install one supplemental rod not less than 10 feet from the first rod.

103-3.5 Lead Paint Testing. Prior to surface preparation and painting the Contractor shall test the existing paint for lead in accordance with ASTM 3618 Standard test method for detection of Lead in Paint and Dried Paint Films. Results of lead test shall be shared with the Engineer if any lead is present sandblasting work shall not proceed until the Contractor develops a plan to remove and dispose of the lead paint in accordance with all applicable Federal, State and local regulations. If lead paint is present the removal and disposal shall be completed as a Change Order to the Contract.

103-3.6 Surface Preparation. Prior to painting the existing tower shall be cleaned to bare metal in accordance with the requirements of SSPC-SP10 "Near-White Metal Blast Cleaning".

103-3.7 Painting. The Contractor shall furnish all materials and labor for painting the beacon tower. The color scheme for the steel tower shall be as shown in the plans.

Prior to painting the Contractor shall test the existing paint for lead in accordance with ASTM 3618 Standard test method for detection of Lead in Paint and Dried Paint Films. Results of lead test shall be shared with the Engineer if any lead is present sandblasting work shall not proceed until the Contractor develops a plan to remove and dispose of the lead paint in accordance with all applicable Federal, State and local regulations. If lead paint is present the removal and disposal shall be completed as a Change Order to the Contract.

a. Parts to be painted. Tower parts (except those parts to be exposed to earth) shall not be treated or primed before erection. All tower parts placed below ground level or within 12 inches (300 mm) above ground level shall be given two coats of approved bituminous paint.

Skilled painters must apply the proper consistency of paint uniformly. The finished paint shall be free from sags, holidays, and smears. Division lines between colors shall be sharply defined. Each coat of paint shall be given ample time to dry and harden before the next coat is applied. A minimum of four (4) days shall be allowed for drying on metal surfaces. Painting shall not be done in cold, damp, foggy, or dusty atmospheres, or when air temperature is below 40°F (4°C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt when paint is applied.

The number of coats of paint applied shall be per the following instructions:

b. Steel towers, galvanized. Not used.

c. Steel towers, not galvanized. One priming coat of corrosion-inhibiting primer and one body and one finish coat of white or orange paint (as required by the color scheme) shall be applied after erection.

The above specified orange and white ready-mixed paints shall be thinned for the body coats per the manufacturer's recommendations. In the absence of such recommendations, the following shall apply:

d. Body coats. Add not more than 1/2 pint (0.24 liters) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

e. Finish coats. The ready-mixed paint shall be used as it comes from the container for finish coats.

METHOD OF MEASUREMENT

103-4.1 The quantity to be paid for under this item shall be the number of existing airport beacon towers painted and with lightning protection installed as completed units in place, accepted, and ready for operation.

BASIS OF PAYMENT

103 5.1 Payment will be made at the contract unit price for each completed and accepted job. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-103-5.1 **Surface Preparation and Paint Existing Beacon Tower, in Place Lump Sum**

Item L-103-5.2 **Install Beacon Tower Lightning Protection**, in Place Lump Sum

MATERIAL REQUIREMENTS

AC 150/5340-30 Installation and Design Details for Airport Visual Aids
MPI Reference #8 Alkyd, Exterior, Flat (MPI Gloss Level 1)
MPI Reference #9 Alkyd, Exterior, Gloss (MPI Gloss Level 6)
FED STD 595 Colors Used in Government Procurement
MIL-DTL-24441C/19B Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
NFPA-780 Standard for the Installation of Lightning Protection Systems
Society for Protective Coatings (SSPC) Paint 25 BCS
Zinc Oxide, Alkyd, Linseed Oil, Primer for

END OF ITEM L-103

Item P-151 Tree Cutting

DESCRIPTION

151-1.1 This item shall consist of tree removal, stump grinding and dressing the affected ground, including the off-site disposal of all materials, for all areas within the limits designated on the plans or as required by the Engineer.

The Contractor shall take all necessary actions and precautions to perform the work and dispose of all material in accordance with local, state, and federal environmental regulations. Where necessary, cutting and stump grinding work shall be carefully performed by small equipment approved by the Engineer or by hand to avoid damage to existing nearby privately owned residences and structures, fence lines, utility lines and poles or other property. Any damage that occurs as the result of Contractor operations shall be repaired to the satisfaction of the Engineer and Owner at the Contractor's expense. The Contractor shall preserve and protect from injury all trees not identified for removal. The Contractor shall meet with the Engineer prior to work in each cutting area to discuss removal methods, access routes, target identification, soil conditions, and other pertinent topics that will assist the Contractor in meeting contractual obligations.

CONSTRUCTION METHODS

151-2.1 General. The trees denoted on the plans to be cut shall be flagged by the Engineer.

Tree Removal, Stump Grinding and Dressing Trees shall be felled utilizing chain saws and removed by hand carrying or other means which will avoid damage to property and minimize disturbance of non-target trees, shrubs, and existing landscapes to the greatest extent possible. No vehicles shall be allowed to operate in these designated areas without approval from the Engineer.

Trees will be cut as close to ground level as possible and stumps will be ground in place. All stumps shall be ground to a depth that severs the roots from the main root mass or to a minimum depth of 10 inches from the finished grade. Debris resulting from stump grinding activities shall be collected and removed from the site by the Contractor. The Contractor shall dress the affected area with a minimum of 4" of topsoil and seed with grass.

All trees and debris from removal operations shall be removed from the project site in a timely manner and disposed of off property in accordance with all local, state, and federal regulations.

METHOD OF MEASUREMENT

151-3.1 The number of trees cut as shown by the limits on the plans or as ordered by the Engineer shall be the measured per each tree.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price per tree cut down. The price shall include grinding of the stump and dressing of the affected area with loam and top soiling and seeding. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals

necessary to complete the cutting of the tree, grinding of the stump, topsoiling and seeding the affected area and removing the tree, stump and all debris off the property,

Payment will be made under:

Item P-151-4.1 Tree Removal – per Each

END OF ITEM P-151

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**BURLINGTON INTERNATIONAL AIRPORT
South Burlington, VT**

**PROPOSAL DOCUMENTS FOR
AIRPORT IMPROVEMENTS**

Rehabilitate Rotating Beacon

AIP Project No. 3-50-0005-xxx-2017

March 2017



Bid Documents

The Bidder shall complete and submit the attached documents in a sealed envelope designated as:

"BID"

to

Rehabilitate Rotating Beacon

at

BURLINGTON INTERNATIONAL AIRPORT
SOUTH BURLINGTON, VERMONT

AIRPORT IMPROVEMENT PROGRAM NO. 3-50-0005-xxx-2017

BID FOR AIRPORT IMPROVEMENTS

AIP 3-50-0005-xxx-2017

BURLINGTON INTERNATIONAL AIRPORT
SOUTH BURLINGTON, VERMONT

TO: Chairman, Board of Airport Commissioners

The undersigned declares that no person in the employ of the City of Burlington (hereinafter referred to as the Owner) is pecuniary interested in this Proposal or in the Contract for the work which he agrees to do; that he has carefully examined the Contract and specifications and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done, and carefully estimated the cost of the work. He understands that the Owner, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or underground structures relating to the work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several Proposals.

The undersigned agrees to furnish all the labor, equipment and materials required for completing the following at the Burlington International Airport in accordance with the accompanying specifications and plans prepared by Burlington International Airport, for the sums specified herein, subject to additions and deductions according to the specifications and in all respects according to the terms thereof.

The undersigned agrees that within five (5) days after the day on which notice of the acceptance of this Proposal shall be given to him or mailed to him at the address hereinafter given, he will sign in sextuplicate in the form of the office copy, and will execute and deliver to the Chairman, Board of Airport Commissioners, for the City of Burlington, a bond in the sum specified.

It is understood that the quantities given in the Proposal are approximate only and are given as a basis for comparison of the Proposals. The Owner does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the Proposal shall apply without change to such variation in the quantity of each of the items except as further clarified herein.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and conditions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this Proposal is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the AGREEMENT under the heading "Contract Time", except as otherwise expressly provided in the Contract Documents.

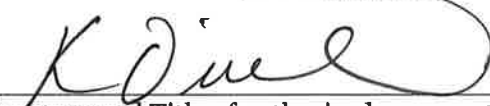
As provided in the INVITATION TO BID, the bidder hereby agrees that he will not withdraw this Proposal for 90 days after the bid opening, and that, if the Owner shall accept this Proposal, the bidder will duly execute and acknowledge AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within TEN (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain, as liquidated damages, the amount of the Bid Guaranty, which shall become the Owner's property.

This Proposal includes Addenda Number 1
(to be filled in by Bidder if any Addenda are issued.)

The bidder, by submittal of this Proposal, agrees with the Owner that the amount of the Bid Guaranty with this Proposal fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

BIDDER Kobo Utility Construction Corp.
(Name of Bidder)

BY 
(Signature and Title of authorized representative)

4 Victory Drive P.o. Box 578
(Business Address)

Sandwich, MA 02563
(City and State)

March 30, 2017
(Date)

The bidder is a (Corporation)(Partnership)(Individual). It is registered to do business in the State of Corporation.

**BURLINGTON INTERNATIONAL AIRPORT
 SOUTH BURLINGTON, VERMONT
 AIP 3-50-0005-xxx-2017**

SCHEDULE OF PRICES

BID ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
L-101-5.1	Airport Rotating Beacon (Owner Furnished)	1	L.S.	\$ 32,597.00	\$ 32,597.00
Unit Price in Words _____					
L-103-5.1	Surface Preparation and Paint Existing Tower	1	L.S.	\$ 72,000.00	\$ 72,000.00
Unit Price in Words _____					
L-103-5.2	Install Beacon Tower Lightning Protection	1	L.S.	\$ 22,899.00	\$ 22,899.00
Unit Price in Words _____					
P-151-4.1	Tree Removal	17	Each	\$ 3,489.00	\$ 59,313.00
Unit Price in Words _____					
P-151-4.2	Stump Grinding	6	Each	\$ 789.00	\$ 4,734.00
Unit Price in Words _____					

Total of All Items: \$ 191,543.00

If the bidder makes a mathematical error in tabulating any bid prices, the selection of the lowest bidder will be based on the correctly calculated total of all items. In case of conflict between the spelled out unit price and the unit price numerals, the spelled out unit price shall govern, unless obviously incorrect.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kevin O'Neil, certify that
I am

the President of the corporation named as
Bidder

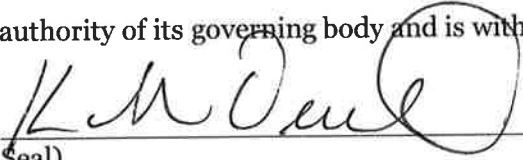
in the above Proposal; that Kevin O'Neil, who signed

the said Proposal on behalf of the Bidder was then President

of said corporation; that I know his signature and his signature thereto is genuine; and that said

Proposal was duly signed, sealed and attested to for and in behalf of said corporation by

authority of its governing body and is within the scope of its corporate powers.



Seal) (Corporate

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
KOBO Utility Construction Corp. as Principle,
and Travelers Casualty and Surety Company of America as Surety, are hereby held and
Burlington International Airport
firmly bound unto 1200 Airport Drive, Burlington, VT 05403 as OWNER in the penal sum of
Five Percent of Bid Amount, (5% of Bid Amount)
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, and successors and assigns.
Signed this 31st day of March, 2017.

The Condition of the above obligation is such that whereas the principal has submitted to The City of Burlington, Vermont, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Rehabilitate Rotating Beacon**.

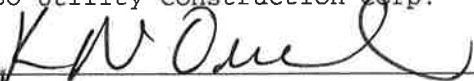
NOW THEREFORE,

- (a) If said BID shall be rejected, or
 - (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,
- then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.


IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

KOBO Utility Construction Corp.

By:  (L.S.)
Principal

Travelers Casualty and Surety Company of America

Surety

By: 
Claire A. Cavanaugh, Attorney-in-Fact

IMPORTANT- Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223428

Certificate No. 007049740

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John C. Driscoll, Dennis W. Driscoll, Timothy P. Lyons, Claire Cavanaugh, Martin L. Donovan, and George G. Powers

of the City of Norwell, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of November, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of November, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

STATEMENT OF BIDDER'S QUALIFICATIONS

THIS STATEMENT MUST ACCOMPANY BID.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Where necessary, questions shall be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:

Kobo Utility Construction Corp.

- 1a. Bidder is: Corporation ()
Partnership ()
Individual ()

2. Permanent main office address:

4 Victory Drive P.O. Box 578 Sandwich, MA 02563

2a. Treasury Number (Employer's Identification No.): 04-3415115

3. When organized:

1998

4. If a corporation, where incorporated?

Massachusetts

5. How many years have you been engaged in the contracting business under your present firm or trade name?

19

5a. Attach names and home addresses of the principal officers and their Social Security Numbers. (All partners if a partnership)
See attached

6. Contracts on hand: (Schedule these, show gross amount of each contract and the appropriate anticipated dates of completion. Name and address of client and name of person supervising client.)

See attached current projects

7. General character of work performed by your company.

Electrical Contractor

8. Have you ever failed to complete any work awarded to you? If so, where and why?

No

9. Have you ever defaulted on a contract? If so, where and why?

No

10. List the more important contracts recently completed by you, stating approximate cost of for each, and the month and year completed. (Give name and address of client and name of person supervising for client.) See attached related project history

11. List your major equipment available for this contract. See equipment list attached

12. List experience in construction work similar in importance to this project.

See attached related project history

13. List background and experience of the principal members of your organization, including the officers. See attached Resume-Kevin O'Neil

14. Credit available: \$ See attached bank letter

15. Give bank reference. (Bank name and address; name of bank officer who may be contacted.)
See attached bank letter

16. Furnish a financial statement as required by Section 20 of these specifications.
see attached financial statement

17. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Kobo Utility Construction Corp.

(Name of Bidder)

By: 

Date: March 30, 2017

Title: President

State of: Massachusetts

County of: Barnstable

NOTARIZATION

Kevin O'Neil _____ being duly sworn, deposes and says that he
is President _____ of Kobo Utility Construction Corp.
(Name of Bidder)

and that answers to the foregoing questions and all statements therein contained are true

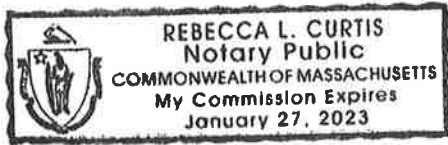
and correct. Subscribed and sworn to before me this 30th _____

day of March _____, 20 17 .

Rebecca L. Curtis

(Notary Public)

My commission expires: 1/27/23 _____



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REQUIREMENTS FOR BIDS FOR AIP CONTRACTS

A. All Contracts

1. The bidder must supply all the information required by the Proposal forms and specifications.
2. The City of Burlington, Vermont, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for the award.
3. Bidders are hereby notified that all bids may be rejected if the lowest responsive bid received exceeds the engineer's estimate by more than 7 percent and it is determined that an award of contract would cause excessive inflationary impact.

B. Contracts in Excess of \$2,000

1. **Absence of Wage Rate Information**
The wage rate determination of the Department of Labor incorporated in the advertised specifications may not include rates for all classifications. The bidder is responsible for ascertaining the rate payable for such classifications and whether area practice requires their use in accomplishing the work.

No inference concerning area practice is to be drawn from their omission. Further, the omission will not, per se, establish any liability for increased labor costs resulting from the use of such classifications;

INSTRUCTIONS TO BIDDERS

1. Section 60-1.7 (b) of the Regulations of the Secretary of Labor requires each Bidder or prospective prime Contractor and proposed Subcontractor, where appropriate, to state in the bid whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a Bidder or prospective prime Contractor or proposed Subcontractor has participated in a previous contract subject to Executive Orders 10925, 11114, or 11246 and has not filed a report due under the applicable filing requirements, no Contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCC.

2. To effectuate these requirements, the Bidder shall complete and sign the following statement (circle as appropriate).

The Bidder has / has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11246, or Executive Order 11114.

The Bidder has / has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of Subcontracts.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the contract.

March 30, 2017

Kobo Utility Construction Corp.

Date

Legal Name of Person, Firm, or Corporation

By



Title

President

NONSEGREGATED FACILITIES

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS:

1. A Certification of Nonsegregated Facilities must be submitted prior to the award of a Federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
2. Contractors receiving Federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION SUBCONTRACTORS:

1. A Certificate of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION FOR NONSEGREGATED FACILITIES:

A Certification of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.

CERTIFICATION OF NONSEGREGATED FACILITIES (CONTRACTORS/ SUBCONTRACTORS):

The Federally assisted construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The Federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason.

The Federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

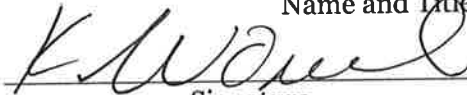
AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL CIVIL RIGHTS PROVISIONS (VERSION 2.4/23/90)

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractors from bid solicitation period through the completion of the contract.

Certification- The information above is true and complete to the best of my knowledge and belief.

Kevin O'Neil- President

Name and Title of Signer (Please Type)



Signature

March 30, 2017

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(Corporate Seal)

GOALS AND ASSURANCES FOR DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION IN THIS PROJECT

The DBE goal for this project is 10 % (ten percent).

All Bidders must submit an Assurance stating the percentages of DBE-owned businesses they intend to employ on this project.

Within four days of the opening of Bids and before the award of a contract, the apparent successful competitor shall submit the following:

1. Name(s) of DBE-owned and controlled business subcontractor(s).
2. Description of work each is to perform.
3. Dollar value of each proposed DBE business subcontract(s).

If the Bidders wish, they may submit the above information, in a separate, sealed envelope marked "DBE Participation Information" with their Bid.

REQUIRED ASSURANCE TO BE INCLUDED IN ALL PROGRAMS

This firm assures that it will utilize no less than 10 % DBE business participation.

CERTIFICATION OF BIDDER FOR THE ABOVE

Bidder's Name:
Kobo Utility Construction Corp.

Address:
4 Victory Drive Sandwich, MA 02563

IRS Number:
04-3415115

If the apparent successful competitor does not meet the goal, it shall submit a statement showing that a good faith effort was made by the competitor to meet the goal. Attachment "D" of the Burlington International Airport's Disadvantaged Business Enterprise includes items considered by Burlington international Airport in determining good faith effort.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTE: Vermont Agency of Transportation, August 6, 2014 DBE Directory has been included with these proposal documents for your information. The Contractor should refer to the website: <http://apps.vtrans.vermont.gov/dberegistry/dberegistry.aspx> for the most up-to-date DBE directory.

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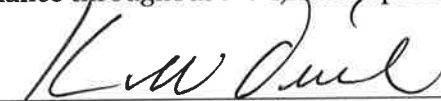
WOMEN IN CONSTRUCTION
STATEMENT OF INTENT TO COMPLY

The Contractor and Subcontractors on this project have read and understand the provisions of the City of Burlington's Women in Construction Trades Ordinance as described in the Ordinance and the Administrative Policy Statement.

The Contractor shall submit prior to the signing of the Contract a completed Employment Plan. This Employment Plan shall have been approved by the Community and Economic Development Office before the signing of the contract.

The Contractor and all Subcontractors shall prepare and submit Monthly Compliance Reports no later than the first Thursday of each month following the month the work is performed. The Community and Economic Development Office shall be notified of any work suspension, the day work was suspended, and the day the work commencement is anticipated. This Monthly Compliance Report shall document the name, address, social security number and sex of each worker, job classification, total hours worked each day on the project, total hours worked during this time period, rate of pay, and gross earnings.

The Contractor and Subcontractors shall comply with the Women and Construction Trades Ordinance throughout the Contract period.



Signature of Authorized Official

March 30, 2017

Date

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BIDDER'S EEO CERTIFICATION

The following certification statement will be inserted in the bid documents just above the bidder's signature:

“The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the project’s EEO requirements. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in this specification.”

DATE: March 30, 2017

BIDDER'S NAME: Kobo Utility Construction Corp.

Legal Name of Person, Firm or Corporation

BY: 

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COMPLIANCE WITH LIVABLE WAGE & NON-OUTSOURCING ORDINANCES: The Contractor shall comply with the Burlington Livable Wage Ordinance and the Non-outsourcing Ordinance and the Union Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Kevin O'Neil, Kobo Utility Construction Corp., on behalf of _____ ("the Contractor") in connection with a contract for Electrical services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

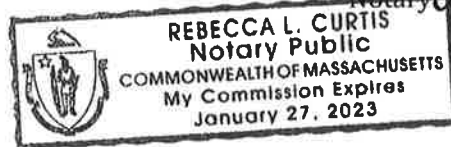
Date March 30, 2017

By: [Signature]
Contractor

Subscribed and sworn to before me:

Date March 30, 2017

[Signature]
Notary



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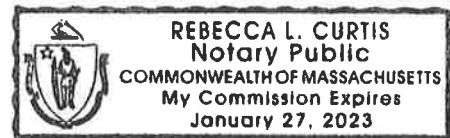
Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, Kevin O'Neil, on behalf of Kobo Utility Construction Corp. (Contractor) and in connection with Rehab Rotating Beacon (City contract/project/grant), hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at Sandwich, Massachusetts, ~~Vermont~~ this 30th day of March, 2017.

By: *Kevin O'Neil*
Duly Authorized Agent

Subscribed and sworn to before me: *Rebecca J. Fass*
Notary



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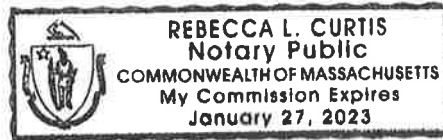
Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

Kevin O'Neil Kobo Utility Construction Corp.
I, _____, on behalf of _____ (Contractor) and in
connection with Rehab Rotating Beacon _____ (City contract/project/grant), hereby certify
under oath that Kobo Utility Construction Corp. _____ (Contractor) has not advised the
conduct of any illegal activity, it does not currently, nor will it over the life of the contract
provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at Sandwich Massachusetts, Vermont this 30th day of March, 2017.

By: *Kevin O'Neil*
Duly Authorized Agent

Subscribed and sworn to before me: *Rebecca Curtis*
Notary



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4 Victory Drive
P.O. Box 578
Sandwich, MA 02563
Tele: 508.888.2255
Fax: 508.888.2224

QUALIFICATIONS OF BIDDERS

**EVIDENCE OF COMPETENCY
&
FINANCIAL RESPONSIBILITY**



4 Victory Drive
P.O. Box 578
Sandwich, MA 02563
Tele: 508.888.2255
Fax: 508.888.2224

CORPORATE OFFICERS:

Kevin O'Neil-President/Treasurer-45 Strawberry Hill Rd, Centerville, MA 02632

Nancy O'Neil-Secretary-45 Strawberry Hill Rd, Centerville, MA 02632

Equipment GVW

Eqp/Asset No	Description	Serial Number	Gross Weight	Key Number	
101	Dorsey 53' Step Deck Trailer	SM91376	5JYDF5323CE084043	80,000.0000	
103	2016 Manac 53' Drop Trailer	SM22329	2M5131469G1157345	101,000.0000	
108	2014 Fontaine Step Deck	SM13435	13N248202E1565274	70,000.0000	
110	2007 CAM 18 FT Trailer	B53589	5JPBU23297P07702	14,000.0000	
115	2004 CAM 22 FT Trailer	C13204	5JPBU24234P008911	12,000.0000	
116	2013 Anderson Dump Trlr	28-18017	4YNBN1426DC071180		
120	2001 Tow Heavy Trailer	C56540	4KNFB20221L161734	24,000.0000	
125	2001 Mill Heavy Trailer	905775	5NPTPD24231A000421	24,000.0000	
130	1989 Dixie Utility Trailer	937244	DVPT188889	2,000.0000	
133	2016 CAM Superliner 20'	D21931	5JPBU3127GP050887	52,000.0000	
135	2009 CAM18FTT	B53590	5JBU23229P022341	10,000.0000	
137	2013 CAM Trailer	C21645	5JPBU3125DP033481	49,000.0000	
140	2009 Interstate Cargo Trailer	F7080	1UK500F2691067705	7,000.0000	
143	2015 Interstate Cargo Trailer	C74260	4RACS1017FK056100	3,000.0000	
144	2014 Sure-Trac Cargo Trailer	C56108	5JW1C1624E2098823	10,000.0000	
146	2014 Sure-Trac Cargo Trailer	C56107	5JW1C1622E2098822	10,000.0000	
148	2014 Sure-Trac Cargo Trlr	C36164	5JW1C1622E2082488	10,000.0000	
149	2015 Sure-Trac Cargo Trailer	C78194	5JW1C1628F2106214	10,000.0000	
150	1986 Hudson Utility Trailer	C86534	10HHSE165G1000017	8,000.0000	
151	2016 Suretrack Cargo Trailer	C94283	5JW1C1626G212372	10,000.0000	
155	1998 Custom Trailer	A28091	1KX2618652W1001739	26,000.0000	
160	1964 Hogg Trailer	A28092	1064540	8,000.0000	
161	2014 Carry On Trailer		4YMUL0913EG067904		
168	2015 CAM Supeline 20FTT	C74371	5JPBU2523FP039058	10,000.0000	
175	1986 Hudson Trailer	A56353	10HHSE165G1000082	6,000.0000	
178	2015 CAM TRAILER	C54107	5JPBU3526FP036984	31,000.0000	
180	2007 CAM Utility Trailer	A69764	5JPBU31237P016991	26,000.0000	
183	2017 CAM Superliner	905775	5JPBU3120HP050789	52,000.0000	
184	2017 CAM Superline	D39330	5JPBU2421HP045560	10,000.0000	
185	2009 CAM Superliner	C42543	5JPBU23229P024431	16,000.0000	
186	2008 Homemade Utility Trailer	B27586	TST666867SPLA	5,000.0000	
187	2011 PJ Deckover Trailer	B71912	4P5F82223B1157070	14,000.0000	
188	2013 Cam 20' Deckover Trlr	C13205	5JPBU3127DP032025	49,000.0000	
189	2013 Cam 21' TT	B52110	5JPBU2623DPO33482	17,000.0000	
190	Ditch Witch FX30 Vac System	B87638	1DSB122R9C1701398	10,000.0000	
210	2005 GMC Sierra	L16866	1GDHC24U95E135437	9,000.0000	4
214	2011 GMC Sierra 2500	S36856	1CT220CG7BZ207396	10,000.0000	19
215	2012 Chevy Silverado 1500	P76943	1GCRKSE7XCZ254043	7,000.0000	54
245	2010 F250 Crew Cab	R73949	1FTSW2BR1AEB26693	10,000.0000	7
255	2013 F150 Crew Cab	N22183	1FTFW1EF4DFB94532	8,000.0000	50
258	2013 F150 Ext Cab	P91350	1FTFX1EF0DFB94539	8,000.0000	51
260	2009 GMC Sierra	N41914	1GDHK73K19F114792	10,000.0000	9
263	2008 Ford F350	P78833	1FTSF30R88EC79459	10,000.0000	49
265	2010 F350 Crew Cab	N36117	1FDWW3FR3AEB09987	12,000.0000	10
270	2010 Ford F250	N39633	1FTSW2B53AEA11493	10,000.0000	11
271	2014 Ford F350	R45910	1FT8W3BT6EEB44561	12,000.0000	31
272	2014 Ford F350	R45909	1FT8W3BTXEEB44563	12,000.0000	30
273	2014 Ford F350	R45911	1FT8W3BT8EEB44562	12,000.0000	27
274	2014 Ford F350	J65037	1FT8W3BTXEEA29204	12,000.0000	43
276	2015 Ford F350	S17986	1FD8W3FT5FED11743	12,000.0000	56
277	2015 Ford F350	R87513	1FD8W3FT3FED11742	12,000.0000	53
278	2016 Ford F350	S84414	1FD8X3BT5GED35187	12,000.0000	57
279	2016 Ford F350 Crew Cab		1FD7W3FT7GED49049		
280	2007 Toyota Tundra	P10104	5TFCV541X7X004394	8,000.0000	13
282	2016 Volvo V60	522HL2	YV1A92SW1G1295891		16
287	2014 Honda Odyssey	889SF8	5FNRL5H48EB019293		39
288	2015 GMC Yukon	964MCO	1GKS0HKC2FR143615		

Equipment GVW

Eqp/Asset No	Description	Serial Number	Gross Weight	Key Number	
290	2012 Ford F350	P78567	1FD8W3BT5CEB47881	12,000.0000	6
295	2012 Freightliner Van	P77307	WDRPE7CC4C5614118	9,000.0000	52
298	2004 Freightliner Flat Bed	P77308	1FVACWCS34HN36366	26,000.0000	42
300	1989 Ford Boom Truck	M53669	1FDZW82A7KVA21133	55,000.0000	15
308	2004 Freightliner Bucket Truck	K12731	1FVACYDC94HN27707	33,000.0000	
316	2006 Intern'l 800SER Tractor	P63709	1HSHXAHR06J302812	80,000.0000	
317	2017 Freightliner TT	M69081	3AKJGEDR0HSHW7931	52,000.0000	53
318	2012 Mitsubishi FE160	H77141	JK6BNE1A6CK001037	16,000.0000	25
325	2014 Ford F550 Dump	R70508	1FD0X5HT7EEB69820	20,000.0000	29
335	2015 GMC 3500 Dump	S36855	1GD311C81FF550035	14,000.0000	14
345	2004 GMC Sierra Dump	N68787	1GDJK34124E208405	12,000.0000	22
346	2017 Int'l 4300 Dump	G28571	1HTMMML8HH517287	26,000.0000	5
347	2009 International Dump	P63645	1HTJTSKM99H056804	26,000.0000	23
348	2014 International Dump	R53952	3HAMMMML2EL066945	26,000.0000	
349	2017 International 4300 Dump	S42007	1HTMMML8HH634058	26,000.0000	18
355	2006 Hydrema Haul Truck		8844		55
360	2013 Freightliner Dump	P87976	1FHG3CY9DHB7450	64,000.0000	59
365	2011 International Prostar	R45361	3HSDJSJR7BN411503	52,000.0000	12
370	2013 Freightliner 114SD Dump	K45677	1FVHG3CY9DHB7447	54,000.0000	35
375	2014 Freightliner Crane Truck	N33089	1FVHG3DV4EHFZ0547	60,000.0000	44
380	2000 Linkbelt Truck Crane	S28581	1F9F2J043YL028580	80,000.0000	
495	Magnum Mulcher				
505	Kubota Front End Loader		10954	9,600.0000	
508	Bobcat 5600 Tool Cat		AOW114274		17
509	2014 Bobcat V417		AC1C15359		
512	2016 Takeuchi TW65		2101120E117445		
514	2016 Takeuchi TB 240		124001447		
516	2015 Takeuchi TB240		124000389		
517	Takeuchi TB 240		124000438		
518	Takeuchi TB 240		124000568		
519	2015 TL 8 Skid Steer		200800436		
521	Takeuchi TL8		200801199		
522	Takeuchi TB 1140 Series 2		514400014		
523	2016 Takeuchi TB290		185102317		
524	2016 Takeuchi TL8		200803811		
527	2014 Takeuchi TB 260		126100061		
529	2013 Takeuchi TB 235		123503148		
531	Takeuchi TB 285		185000453		47
532	Takeuchi TB 235		123501360		
533	Takeuchi TB 250		125000169		
535	DitchWitch Backhoe		CMWX1600K70000147		34
537	Takeuchi TL 250		225000981		36
538	Takeuchi TL 230C		223100547		
540	Case Bulldozer 550 Long Track		JAK0014939		37
541	Takeuchi TB 285-II		185000825		
542	Takeuchi TB 260		126100011		
544	2015 Linkbelt 145x3		EBBK37073		
545	John Deere 450		T0450HX899291		38
546	Takeuchi TB 285-III		185000711		
548	Takeuchi TB285-IV		185001396		
549	2016 Case 650L Dozer		JJGN650LHGC100008		26
550	DitchWitch Earth Saw		5T0139	19,000.0000	39
555	DitchWitch Plow		2F1285		40
561	Ditch Witch Directional Drill		CMWJ1220EC0000438		
565	2013 Ditch Witch Plow		CMWR120QCE0000070		
599	Auger Unit				
600	Nissan Forklift		9M0234/MHH20192		41

Equipment GVW

Eqp/Asset No	Description	Serial Number	Gross Weight	Key Number
601	2015 JCB Telehandler	JCB5A41RP02366086		
602	2015 JCB Telehandler	JCB5A41RV01709779		
603	2016 JCB Telescopic Handler	2366087		
605	Aichi Scissorlift	641032		
615	Polaris 700 Ranger			
620	2014 Polaris Ranger 800 XL	4XAVH7EA7EF356577		24
621	2014 Polaris Ranger	4XA1D9JD7E7570498		45
622	2013 Polaris Ranger	4XA1D9JD0D7330627		
623	2015 Kawaski Pro Cart	JKBAFSC11FB503882		
624	Artic Cat Buggy			
700	Vermeer Hammer Head 3 1/2 Mole	63487		
710	Pierce Arrow 4"			
715	Hammerhead Mole 4.4"	135995		
720	Hammerhead Mole 3.5"	134716		
800	Dynapac Roller	60118368		
805	Bomag Compactor			
808	Bomag Rammer	101541324772		
810	Earth Compactor	10157		
825	Makasa Vibratory Plate Compact	W3722		
1000	1999 Ingersol Rand	848581	299620UDJ221	1,000.0000
1110	1991 Ingersoll Compressor	A28090	195407U328	3,000.0000
1120	Rajysan 185CFM Air Compressor	D11863	5UAACUC35FN001335	3,000.0000
1130	Rotair Compressor	D21016	1F92A121XGC445083	
1131	Rotair Air Compressor		C39623/VIN1F92A1214C	
1170	Husqvarna Road Saw		M/N1	
1175	Husqvarna Concrete Saw		1940	
1180	Brado Milling Device		308668	
1190	Helical Pier Driver/Torque Ind			
1200	Hiptronic Cable Fault Locator		1302006	
1205	Utilitronics Locator		20401070136	
1225	Cutmaster 52 System		MX1249012500	
1250	Hotsy Pressure Washer		95055	
1275	Topcon Hiper V GPS		1122-10534	
1390	RW Closure Marker		5AJLS161XCB003798	
1395	RW Closure Marker		5ajls1618cb003797	
1400	CP Light Tower		5F13D1419D1004413	
1405	CP Light Tower		5F13D1417D1004409	
1410	RW Close Marker		5AJLS0914GB601364	
1415	RW Closure Marker		5AJLS0910GB601362	
1500	ProAll Concrete Mixer		HN2VA118L11122	
1600	Crimping/Tool Die Set			
2001	Valtran Storage Container		C20431	
2002	Valtran Storage Container		200118	



4 Victory Drive
P.O. Box 578
Sandwich, MA 02563
Tele: 508.888.2255
Fax: 508.888.2224

RELATED PROJECT HISTORY

Replacement of Hazard Beacons-Pittsfield Municipal Airport- 2016

Value: \$ 980,790.25

Pittsfield, MA

Contract: # 14-038 Dates of Performance: March-June 2016

Contracted with: City of Pittsfield 70 Allen St Pittsfield, MA

Project Manager: Stantec Consultants-Jim McLaughlin (207) 887-3841 Jim.mclaughlin@stantec.com

Description: Replacement of Hazard Beacons

Work done by Subcontractor: All work self-performed

TW A Recon, Rotating Beacon & Hazard Beacons-Turners Falls Municipal Airport- 2015

Value: \$ 261,633.63

Turners Falls, MA

Contract #: 3-25-0032-17-2014 Dates of Performance: January-June 2015

Contracted with: E.T. & L Corp. 873 Great Road P.O. Box 295 Stow, MA 01775

Project Supervisor: Dan Gilgun (978) 897-4353

Description: Installation of three mountain top hazard beacons, and associated concrete foundations. 100' pole, installation of new electrical distribution and associated wireless control access

Installation of Rotating Beacon Biddeford Municipal Airport- 2014

Value: \$ 45,926.00

Biddeford, ME

Contract #: 3-23-0009-09-2014 Dates of Performance: September 2014

Contracted with: Hastie Fence P.O. Box 571 Agawam, MA 01001

Project Supervisor: David Cooper Project Manager (802) 775-6600 perimeters@myfairpoint.net

Description: Installation of Rotating Beacon- Biddeford Airport

Kevin M. O'Neil- Superintendent/Electrician

Phone: (508) 888-2255

Email: kevin@koboutility.com

EMPLOYMENT HISTORY

1990-1995	Fruean Utilities Construction Inc., S. Yarmouth, MA	Equipment Operator, Foreman
1995-1996	Bortolotti Construction, Marstons Mills, MA	Equipment Operator, Site Foreman
1996-1997	Fuller Electric Co. W. Yarmouth, MA	Electrician, Foreman
1997-Present	KOBO Utility Construction Corp. Sandwich, MA	CEO/Project Manager/Electrician

SUMMARY OF QUALIFIACATIONS

Over 15 years in the electrical and aviation construction industry. Have directly supervised projects including installation of PAPI's, ILS, G/S, MALS, MALSR, MIRLS, TDZ, LOC systems and engine generator replacement. Over 20 years of heavy equipment operation experience, including but not limited to excavation, demolition, heavy lifting, and over-road hauling and transportation. Working with agencies such as the FAA, DOT, National Grid, Nstar.

PROFESIONAL LICENSES/TRAINING

Licensed Master Electrician, MA #17053 A	Licensed Master Electrician , NC #30229-U
Licensed Master Electrician, VT #EM-5017	Licensed Master Electrician , OH # 47236
Licensed Master Electrician, NH #12321M	Licensed Master Electrician, Greene County, NY #495
Licensed Master Electrician, ME #MS60019762	Licensed Journeyman Electrician, RI #B013546 & #A004711
Licensed Master Electrician, VA #2710061489	Certified General Electrician CA-#158060
Electrical Unlimited Contractor, CT #ELC.0195308-E1	Certified Electrical Contractor-FL #EC13005982
Master Electrician-CO #ME30000039	Electrical Contractor Non Restricted-GA-#EN216478
Licensed Master Electrician, WV #M58007RENCO714	C10 Electrical Contractor- CA #999644
ND Contractor License # 52797 Class A	Red Cross- Adult CPR,AED & Standard First Aid Certification
OSHA 10 hour	Hydraulics License: 1B, 2B #HE 057063
Drivers License: Class A CDL Endorsements: P	Alaska Journeyman Electrician # 20160365

RELATED PROJECT HISTORY

Relocate GS RW 7L- Anchorage International Airport-2014

Value: \$ 154,690.00

Anchorage, AK

Contract: # DTFAWN-14-C-00215 Dates of Performance: August-September 2014

Contracted with: Federal Aviation Administration 1601 Lind Ave SW, Renton, WA 98057

Contracting Officer: Cindi Tjelde (425) 227-2690 Cindi.tjelde@faa.gov

Project Engineer: Jim Baggs (425) 227-1345 jim.baggs@faa.gov

Description: Relocation of GS RW 7L to include construction of concrete foundation for relocated GS tower and new GFM shelter.

Construction of grounding and bonding systems, Installation of shelter and connect utilities. Installation of GS tower and new foundation & connect all systems and grounding.

Installation of RW 12 MALS & Demo Existing-Oakland International Airport-2013

Value \$ 786,181.16

Oakland, CA

Contract # DTFAWN-13-C-00211 Dates of Performance: August 2013- November 2013

Contracted with: Federal Aviation Administration 1601 Lind Ave SW Renton, WA 98055

Contracting Officer: Darren Odegard (425) 227-1551 Darren.odegard@faa.gov

Project Engineer: Bob Brown (303)809-6525 bob.brown@faa.gov

Description: Installation of RW 12 MALS and removal and demo of existing facilities.

Replacement of VASI with PAPI RW 32-Medford Airport- 2014

Value: \$ 249,730.20

Medford, OR

Contract: # DTFAWN-14-C-00102 Dates of Performance: May-September 2014

Contracted with: Federal Aviation Administration 1601 Lind Ave SW, Renton, WA 98057

Contracting Officer: Angela Furukawa (425) 227-1132 Angela.furukawa@faa.gov

Project Engineer: Patrick McDermott (425) 227-1552 patrick.mcdermott@faa.gov

Description: Replacement of VASI with PAPI to serve RW 32 to include installation of PAPI LHA's, PAPI Power & control station, Power panel disconnect & TVSS, Installation of incoming power services, Installation of asphalt access road and removal of existing VASI system.

RW Safety Area Sterilization-Moore County Airport-2013

Value: \$ 448,514.00

Southern Pines, NC

Subcontract #: SO-13-0051 Dates of Performance: February 2013- April 2013

Contracted with: Parsons Managed Services Inc. 100 Hartsfield Center Parkway Suite 540 Atlanta, GA 30354

Subcontract Administrator: Linda Hensley -(404) 987-3629 Linda.CTR.Hensley@faa.gov

Project Engineer: Susan Stewart- (813) 261-8318 susan.ctr.stewart@faa.gov

Description: Installation of new FAA Localizer shelter, Localizer, approach PAPI units, associated electrical & concrete work.



Where Each Relationship Matters

January 5, 2017

Kevin O'Neil
KOBO Utility Construction Corp
Fruean Utilities Construction Inc
PO Box 578
Sandwich, MA 02563

Re: Letter of Financial Capability

Dear Kevin:

Please be advised that Kevin O'Neil of KOBO Utility Construction Corp has a financial relationship with Rockland Trust Company.

As of today's date, January 5, 2017, KOBO Utility Construction Corp has low seven figure average deposit balances. The firm also maintains a commercial line of credit with moderate six figure availability as of this date. All payments and accounts are handled as agreed.

If you have any questions, please feel free to contact me directly at 508-771-5540.

Thank you,

A handwritten signature in black ink, appearing to read "B. Griffin", with a long horizontal line extending to the right.

Brian Griffin
First Vice President
Commercial Lending Dept.
442 Main Street
Hyannis, MA 02601

KOBO UTILITY CONSTRUCTION CORP.

FINANCIAL STATEMENTS AND ADDITIONAL INFORMATION

DECEMBER 31, 2016

KOBO UTILITY CONSTRUCTION CORP.

FINANCIAL STATEMENTS AND ADDITIONAL INFORMATION
DECEMBER 31, 2016

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Darmody, Merlino & Co., LLP

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

75 Federal Street, Boston, Massachusetts 02110-1997

OFFICE (617) 426-7300 • FAX (617) 426-2245

WWW.DARMODYMERLINO.COM

Independent Accountant's Review Report

To the Board of Directors
Kobo Utility Construction Corp.
Sandwich, Massachusetts

We have reviewed the accompanying financial statements of Kobo Utility Construction Corp., which comprise the balance sheet as of December 31, 2016, and the related statements of operations and retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Service Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Darmody, Merlino & Co., LLP

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Darmody, Merlino & Co., LLP

February 20, 2017

EXHIBIT A

KOBO UTILITY CONSTRUCTION CORP.

BALANCE SHEET - DECEMBER 31, 2016
(See Independent Accountant's Review Report)

ASSETS

CURRENT ASSETS:

Cash	\$	2,277,518
Receivables		3,493,898
Costs and estimated earnings in excess of billings on uncompleted contracts		1,151,139
Prepaid expenses and deposits		<u>120,408</u>

Total current assets \$ 7,042,963

NET PROPERTY AND EQUIPMENT

3,047,781

\$ 10,090,744

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

Notes payable - current portion	\$	180,186
Accounts payable		315,265
Accrued expenses		103,635
Billings in excess of costs and estimated earnings on uncompleted contracts		<u>222,409</u>

Total current liabilities \$ 821,495

NOTES PAYABLE, less current portion

288,111

DEFERRED INCOME TAX

77,000

STOCKHOLDERS' EQUITY:

Common stock, no par value, 2,000 shares authorized, 500 shares issued and outstanding		600
Retained earnings		<u>8,903,538</u>

Total stockholders' equity 8,904,138

\$ 10,090,744

The accompanying notes are an integral
part of these financial statements.

EXHIBIT B

KOBO UTILITY CONSTRUCTION CORP.

STATEMENT OF OPERATIONS AND RETAINED EARNINGS

FOR THE YEAR ENDED DECEMBER 31, 2016

(See Independent Accountant's Review Report)

REVENUES EARNED		\$ 20,246,274
COST OF REVENUES		<u>13,572,284</u>
GROSS PROFIT		6,673,990
GENERAL AND ADMINISTRATIVE EXPENSES		<u>1,626,326</u>
INCOME FROM OPERATIONS		5,047,664
OTHER INCOME (EXPENSE):		
Gain on sale of property and equipment	\$ 38,000	
Interest income	11,853	
Other income	3,359	
Interest expense	<u>(29,016)</u>	
Total other income - net		<u>24,196</u>
INCOME BEFORE INCOME TAX EXPENSE		5,071,860
INCOME TAX EXPENSE		<u>302,511</u>
NET INCOME		4,769,349
RETAINED EARNINGS, JANUARY 1, 2016		8,352,803
DIVIDENDS PAID		<u>(4,218,614)</u>
RETAINED EARNINGS, DECEMBER 31, 2016		<u>\$ 8,903,538</u>

The accompanying notes are an integral part of these financial statements.

KOBO UTILITY CONSTRUCTION CORP.

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016
(See Independent Accountant's Review Report)

DECREASE IN CASH

CASH FLOWS FROM OPERATING ACTIVITIES:

Net income		\$ 4,769,349
------------	--	--------------

Adjustments to reconcile net income to net
cash provided by operating activities:

Depreciation	\$ 1,003,288	
--------------	--------------	--

Gain on sale of property and equipment	(38,000)	
--	----------	--

(Increase) decrease in:

Receivables	(343,679)	
-------------	-----------	--

Costs in excess of billings	245,250	
-----------------------------	---------	--

Prepaid expenses and deposits	(12,648)	
-------------------------------	----------	--

Decrease in:

Accounts payable	(225,770)	
------------------	-----------	--

Accrued expenses	(126,594)	
------------------	-----------	--

Billings in excess of costs	(15,491)	
-----------------------------	----------	--

Total adjustments		<u>486,356</u>
-------------------	--	----------------

Net cash provided by operating activities		5,255,705
---	--	-----------

CASH FLOWS FROM INVESTING ACTIVITIES:

Acquisition of property and equipment	(754,277)	
---------------------------------------	-----------	--

Proceeds from sale of property and equipment	<u>38,000</u>	
--	---------------	--

Net cash used in investing activities		(716,277)
---------------------------------------	--	-----------

CASH FLOWS FROM FINANCING ACTIVITIES:

Payments on notes payable	(333,599)	
---------------------------	-----------	--

Dividends	<u>(4,218,614)</u>	
-----------	--------------------	--

Net cash used in financing activities		<u>(4,552,213)</u>
---------------------------------------	--	--------------------

NET DECREASE IN CASH		(12,785)
----------------------	--	----------

CASH, JANUARY 1, 2016		<u>2,213,303</u>
-----------------------	--	------------------

CASH, DECEMBER 31, 2016		<u>\$ 2,200,518</u>
-------------------------	--	---------------------

The accompanying notes are an integral
part of these financial statements.

KOBO UTILITY CONSTRUCTION CORP.

STATEMENT OF CASH FLOWS - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2016
(See Independent Accountant's Review Report)

SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES

During the year ended December 31, 2016, the Company acquired equipment in exchange for notes payable in the amount of \$388,856.

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

CASH PAID DURING THE YEAR FOR:

Income taxes	\$ 343,511
Interest paid	29,016

The accompanying notes are an integral part of these financial statements.

KOBO UTILITY CONSTRUCTION CORP.

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

(See Independent Accountant's Review Report)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization:

The Company is engaged in heavy electrical utility installations with a concentration in aviation. The Company performs services with the federal, state and local government, military contractors, and general contractors. Substantial portions of their services are performed for municipalities and the United States government.

Accounts Receivable:

The Company carries its accounts receivable at net realizable value. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts based on a history of past write-offs and collections and current credit conditions. The Company's policy is not to accrue interest on accounts receivable. Accounts are written off as uncollectible at the time management determines that collection is unlikely. As of the current balance sheet date, there is no allowance for doubtful accounts.

Use of Estimates:

Management uses estimates and assumptions in preparing the financial statements in accordance with U.S. generally accepted accounting principles. Those estimates and assumptions affect the reporting amounts of assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used and the differences could be significant.

Balance Sheet Classification:

The Company includes in current assets and liabilities amounts receivable and payable under construction contracts, which may extend beyond one year. A one-year's time period is used as the basis for classifying all other current assets and liabilities.

KOBO UTILITY CONSTRUCTION CORP.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

DECEMBER 31, 2016

(See Independent Accountant's Review Report)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Property and Equipment:

Property and equipment are recorded at cost. Maintenance and repairs are charged to expenses as incurred. Expenditures which result in a substantial betterment or extend the useful lives of assets are capitalized. The cost and accumulated depreciation of property disposals are eliminated from the respective accounts and any gain or loss thereon is reflected in the statement of operations and retained earnings.

Depreciation is provided using the straight-line method over the assets estimated useful lives. The estimated lives are as follows:

Motor vehicles	5-10 years
Furniture and fixtures	5- 7 years
Machinery and equipment	5- 7 years

For income tax purposes, the Company uses primarily accelerated depreciation methods.

Subsequent Events:

Management has evaluated subsequent events through February 20, 2017, the date at which the financial statements are available to be issued.

Long-term Construction Contracts:

The Company determines construction earnings under the percentage-of-completion method. Under this method, the Company recognizes as profit that portion of the total profit anticipated from the contract which the cost of the work completed bears to the estimated total cost of the work covered by the contract. Where a loss is forecast for a contract, the full amount of the anticipated loss is recognized in the year in which it is determined that a loss will occur.

KOBO UTILITY CONSTRUCTION CORP.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

DECEMBER 31, 2016

(See Independent Accountant's Review Report)

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Long-term Construction Contracts - Continued:

The performance of such contracts may extend over several periods and, therefore, periodic reviews of estimated final revenues and costs are necessary during the term of the contracts. Final contract settlements and periodic reviews may result in revisions to estimated final contract profits or losses which have the effect of including cumulative adjustments to income reported to date in subsequent accounting periods.

Income Taxes:

The Company filed an election with the Internal Revenue Service to be classified as an S corporation for federal and state income tax purposes. In lieu of federal and state corporate income taxes, the stockholders are taxed on their proportionate share of the Company's taxable income. In addition to income tax imposed on the shareholders, the Commonwealth of Massachusetts taxes S corporations on their net worth and net income at the corporate level.

The Company evaluates all significant tax positions as required by generally accepted accounting principles in the United States. As of December 31, 2016, the Company does not believe that it has taken any tax positions that would require the recording of any additional tax liability nor does it believe that there are any unrealized tax benefits that would either increase or decrease within the next twelve months. The Company's income tax returns are subject to examination by the appropriate taxing jurisdictions. As of December 31, 2016, the Company's federal and state tax returns generally remained open for the last three years.

Advertising Costs:

Advertising costs are expensed as incurred. Advertising costs for the year ended December 31, 2016 were \$9,715.

KOBO UTILITY CONSTRUCTION CORP.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

DECEMBER 31, 2016

(See Independent Accountant's Review Report)

Note 2: COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs and estimated earnings in excess of related billings on uncompleted contracts are presented as a current asset. Billings in excess of related costs and estimated earnings are presented as a current liability. At December 31, 2016, these amounts were as follows:

Costs incurred on uncompleted contracts	\$ 5,066,526
Estimated earnings	<u>2,156,458</u>
	7,222,984
Less: Billings to date	<u>6,294,254</u>
	<u>\$ 928,730</u>

Included in the accompanying balance sheet caption:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 1,151,139
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>222,409</u>
	<u>\$ 928,730</u>

Note 3: RECEIVABLES

Receivables at December 31, 2016 are comprised of the following:

Contract receivables:	
Currently due	\$ 2,815,701
Due from related parties	215,713
Retainage	<u>462,484</u>
	<u>\$ 3,493,898</u>

KOBO UTILITY CONSTRUCTION CORP.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

DECEMBER 31, 2016

(See Independent Accountant's Review Report)

Note 4: PROPERTY AND EQUIPMENT - NET

Property and equipment - net is comprised of the following at December 31, 2016:

Motor vehicles	\$ 2,359,830
Machinery and equipment	4,052,556
Furniture and fixtures	<u>60,601</u>
	6,472,987
Less: Accumulated depreciation	<u>3,425,206</u>
	<u>\$ 3,047,781</u>

Note 5: BACKLOG

The following schedule shows a reconciliation of backlog representing signed contracts, exclusive of joint ventures, in existence at December 31, 2016:

Balance, January 1, 2016	\$ 7,716,317
Add: New contracts and modifications	<u>22,653,626</u>
	30,369,943
Less: Contract revenue during the period	<u>20,246,274</u>
Balance, December 31, 2016	<u>\$ 10,123,669</u>

Note 6: BANK LINE OF CREDIT

The Company maintains a demand line of credit with a local bank for \$400,000. Interest is computed at the bank's prime lending rate plus 1½%. The line of credit is secured by all business assets and personally guaranteed by the stockholder of the Company. As of December 31, 2016, there was no outstanding balance on this line.

KOBO UTILITY CONSTRUCTION CORP.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

DECEMBER 31, 2016

(See Independent Accountant's Review Report)

Note 7: RELATED PARTY TRANSACTIONS

The Company leases office and warehouse space under two tenant-at-will agreements from related parties. Rent expense under these lease agreements was approximately \$149,000 for the year ended December 31, 2016. In addition, the Company acted as a subcontractor and collected management fees from a related party. Revenues from these activities totaled approximately \$419,000 for the year ended December 31, 2016.

Note 8: EMPLOYEE RETIREMENT PLAN

The Company has established a simple pension plan which includes a provision for deferrals under I.R.C. 401(k). Contributions to the plan are made at the Board of Directors' discretion. Contributions for the year ended December 31, 2016 totaled \$33,365.

Note 9: NOTES PAYABLE

Notes payable as of December 31, 2016 are as follows:

Notes payable in monthly installments of principal and interest ranging from \$388 to \$7,299. Interest rates range from 0.0% to 6.39% per annum. The notes mature at various dates with the last note maturing November, 2022. These notes are secured by specific pieces of motor vehicles and equipment.

Less: Current portion

Long-term portion

\$	468,297
	<u>180,186</u>
\$	<u>288,111</u>

KOBO UTILITY CONSTRUCTION CORP.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

DECEMBER 31, 2016

(See Independent Accountant's Review Report)

Note 9: NOTES PAYABLE - CONTINUED

Schedule of maturities of notes payable are as follows:

December 31:

2017	\$	180,186
2018		113,332
2019		82,751
2021		51,966
2022		40,062
	\$	<u>468,297</u>

Interest expense incurred on all Company debt for the year ended December 31, 2016 was \$29,016.

Note 10: INCOME TAXES

Income tax expense consists of the following:

Income tax - currently due	\$	225,511
Deferred income tax		<u>77,000</u>
	\$	<u>302,511</u>

The deferred tax liability on the balance sheet is the results of reporting income and expenses under the cash basis method of accounting for tax purposes and the different methods of depreciation.

KOBO UTILITY CONSTRUCTION CORP.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

DECEMBER 31, 2016

(See Independent Accountant's Review Report)

Note 11: DISCLOSURES OF SIGNIFICANT RISK AND UNCERTAINTIES

Concentration:

For the year ended December 31, 2016, the Company had contract revenues from two customers that individually accounted for 10% of more of the Company's total receivables. Approximately 27% of the Company's revenue for the year ended December 31, 2016 was derived from two customers.

As of the balance sheet date, balances of cash did exceed the federally insured limit of \$250,000. These balances fluctuate during the year and the uninsured portion can vary greatly.

For the year ended December 31, 2016, the Company had receivables from three customers that individually accounted for 10% of more of the Company's total receivables. Receivables from these customers were approximately 40% of the total receivables from trade or business.

Disclosure of Significant Estimates – Revenue Recognition:

As outlined in the Statement of Accounting Policies, the Company's construction revenue is recognized on the percentage-of-completion basis. Consequently, construction revenue and gross margin for each reporting period is determined on a contract by contract basis by reference to estimates by the Company's engineers of expected costs to be incurred to complete each project. These estimates include provisions for known and anticipated cost overruns, if any exist, or are expected to occur. These estimates may be subject to revision in the normal course of business.

Darmody, Merlino & Co., LLP

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

75 Federal Street, Boston, Massachusetts 02110-1997

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WWW.DARMODYMERLINO.COM

Independent Accountant's Review Report on Additional Information

To the Board of Directors
Kobo Utility Construction Corp.
Sandwich, Massachusetts

Our report on our review of the basic financial statements of Kobo Utility Construction Corp. for December 31, 2016 appears on pages 1 and 2. The objective of that review was to perform procedures to obtain limited assurance as a basis for reporting whether we were aware of any material modifications that should be made to the financial statements for them to be in conformity with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedules I, II and III is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the information. We have not audited the information and, accordingly, do not express an opinion on such information.

Darmody, Merlino & Co., LLP

February 20, 2017

SCHEDULE III

KOBO UTILITY CONSTRUCTION CORP.

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2016

(See Independent Accountant's Review Report on Additional Information)

Salaries and wages	\$	651,872
Insurance		434,730
Employee benefits		185,968
Rent		149,012
Payroll taxes		54,348
Automobile expense		43,338
Miscellaneous		38,528
Office supplies and expense		37,776
Professional fees		33,173
Travel and entertainment		31,677
Telephone and utilities		28,831
Repairs and maintenance		26,742
Other taxes		21,145
Advertising		9,715
Postage and delivery		6,044
Bid costs		2,323
Contributions		750
Purchase discounts		(19,646)
Management fees		<u>(110,000)</u>
	\$	<u>1,626,326</u>



BURLINGTON INTERNATIONAL AIRPORT

MEMO

TO: Airport Commission

FROM: Burlington International Airport Staff
Nicolas Longo, C.M.

DATE: April 24, 2017

SUBJECT: Contract with SD Ireland Brothers Corp. for Removal of 1083 Airport Drive

The Burlington International Airport (BTV) seeks Airport Commission authorization to enter into and execute a contract with S.D. Ireland Brothers Corp. in the amount of **\$58,786.00** for the removal of the building located on 1083 Airport Drive and also authorize the use of an additional 15% contingency per Federal guidelines.

The building located at 1083 Airport Drive has recently been acquired with the previous occupants relocated per federal guidelines as part of the Noise Compatibility Program. The original grant for this acquisition and removal of buildings was authorized in 2012, known as AIP-92. This is the final property within this grant and after remediation of the site, we will be able to close the grant with the Federal Aviation Administration. This change order provides for abatement of asbestos and removal of the house at 10833 Airport Drive and site restoration in accordance with the contract.

Thank you for your continued support.

1200 Airport Drive, #1
South Burlington, Vermont 05403

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

CHANGE ORDER

NO. 1 (One)

DATED: April 3, 2017

OWNER'S PROJECT NO. AIP No. 3-50-0005-105-2016

ENGINEER'S PROJECT NO. 195311028

PROJECT: Burlington International Airport
House Removals on Airport Acquired Land, Additional Houses

OWNER: City of Burlington / Burlington International Airport, 1200 Airport Drive, #1, South Burlington, Vermont 05403
CONTRACTOR: SD Ireland Brothers Corp., 193 Industrial Ave., Williston, VT 05495
CONTRACTOR FOR CONSTRUCTION OF: House Removals on Airport Acquired Land, Additional Houses

CONTRACT DATE: September 16, 2016

CONSTRUCTION STARTING DATE: September 19, 2016

TO: SD Ireland Brothers Corp.

CONTRACTOR

YOU ARE HEREBY DIRECTED TO ACCOMPLISH CHANGES IN THE CONTRACT AS DESCRIBED BELOW.

OWNER: City of Burlington, Burlington International Airport

BY:

DATE:

DESCRIPTION OF CHANGE: 1. Add demolition of 1083 Airport Drive.

JUSTIFICATION FOR CHANGE: See Attached.

ENCLOSURES/ATTACHMENTS WHICH ARE INCLUDED AS PART OF THIS CHANGE ORDER:

- Change Order No. 1: Contract Change including Description, Justification, Cost Analysis and Acceptance.
- Attachment #1: Contractor's estimate for required abatement.

THE CHANGES RESULT IN THE FOLLOWING ADJUSTMENTS OF CONTRACT PRICE AND CONTRACT TIME:

Table with 2 columns: Description and Amount/Time. Rows include Contract Price Prior to Change Order (\$25,500.00), Net Increase for Change Order (\$58,786.00), Current Contract Price (\$84,286.00), Contract Time Prior to Change Order (30 days), Net Increase for Change Order (30 days), Current Contract Time (60 days), and Current Date for Completion (May 1, 2017).

THIS DOCUMENT WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL TERMS AND PROVISIONS WILL APPLY HERETO. THE ABOVE CHANGES ARE APPROVED:

STANTEC CONSULTING SERVICES INC.

FEDERAL AVIATION ADMINISTRATION

BY: [Signature]

BY:

DATE: 4/14/2017

DATE:

THE ABOVE CHANGES ARE ACCEPTED:

SD Ireland Brothers Corp.

CITY OF BURLINGTON / BURLINGTON INTERNATIONAL AIRPORT

BY: [Signature]

BY:

DATE: 4-15-17

DATE:

CHANGE ORDER NO. 1

House Removals on Airport Acquired Land, Additional Houses

Burlington International Airport
South Burlington, Vermont

AIP Project No. 3-50-0005-105

Item #1 – Abatement and Demolition of 1083 Airport Drive

Description of Change: After this project was awarded, the Burlington International Airport purchased the house at 1083 Airport Drive and has directed that it be removed as part of the current project. This change order provides for abatement of asbestos and removal of the house at 1083 Airport Drive and site restoration in accordance with the contract. The Contractor's estimate for the required house removal and site restoration work is contained in Attachment #1 for reference.

Justification for Change: Change requested by Burlington International Airport to remove newly purchased house and restore the site.

Engineer's Cost Analysis and Acceptance:

Total Lump Sum Cost = \$58,786.00 ◀

S.D. Ireland Brothers Corporation's lump sum cost proposal for this work is itemized as follows:

- Asbestos Abatement: \$24,086.00
- Demolition of house and site restoration: \$34,700.00

After negotiations between Stantec and SD Ireland Brothers Corp, pricing for the additional work appears to be fair and reasonable and is recommended for acceptance.

Total *Item #1, Abatement and Demolition of 1083 Airport Drive*, \$58,786.00.

Table 1 - Change Order #1 Cost Summary

Item No.	Item Description	Total Amount
1.	Abatement and Demolition of 1083 Airport Drive	\$58,786.00
	Total Change Order #1 =	\$58,786.00

BURLINGTON INTERNATIONAL AIRPORT
House Removals on Airport Acquired Land
AIP Project Number 3-50-0005-105

Change Order #1

ATTACHMENT #1

SD Ireland Estimate for Abatement and Demolition of 1083 Airport Drive

From: [John Magnus](#)
To: [Gagnon, Bernard \(South Burlington\)](#)
Cc: [Scott Ireland](#); [Richard Theoret](#)
Subject: 1083 Airport Drive
Date: Friday, March 31, 2017 2:26:51 PM

Bernie,

We received two Abatement quotes:

1. EHM is \$24,407
2. Catamount is \$26,100
3. The abatement at 60 Dumont was \$3,463 with EHM

We approached the estimate from two perspectives . We took the house at 1083 and did a new independent estimate and we were at \$63,573 using the EHM abatement number with 15% mark up.

We also then took the 60 Dumont estimate of \$25,500 and added the increased scope for the 1083 project which includes:

- A. Removal and replacement of 35 LF curb using a single sided form
- B. Two additional dumpsters to disposal
- C. Additional trucked in Fill for larger cellar and pool
- D. Additional city permit fees for curb and green belt
- E. Additional topsoil
- F. One extra crew day
- G. Additional removal and disposal of asphalt
- H. Removal and disposal of swimming pool.

The increased scope came out to \$9,200.00 for items A-H. The increase for the abatement is \$24,086. ($\$24,407 - \$3,463 \times 1.15 = \$24,086$). The total is $\$9,200 + \$24,086 + \$25,500 = \$58,786$.

Please review and we can discuss. We can perform the work for the \$58,786.

Thank you

John

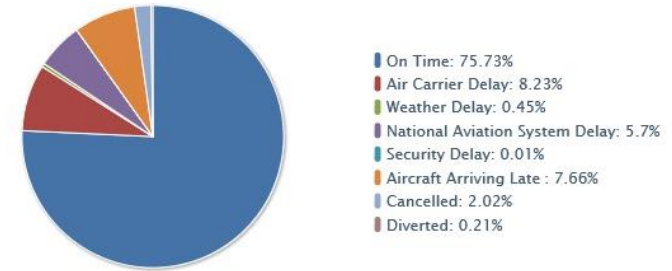
John Magnus
Project Manager

S.D. Ireland
P.O. Box 2286
South Burlington, VT 05407
Phone: 802-316-2756

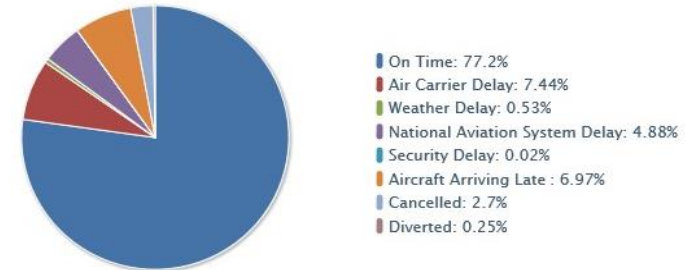
Security as Cause for Airline Delay

Calendar Year 2015
 Nationally 0.03%
 BTV 0.01%

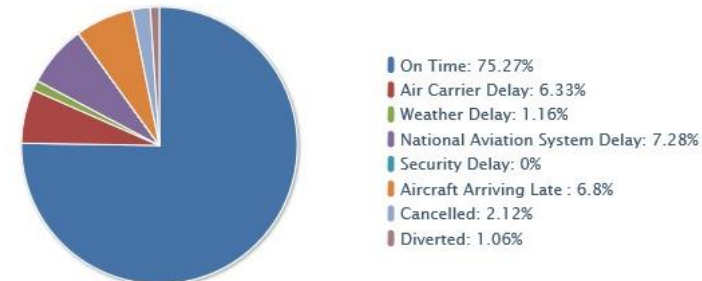
On-Time Arrival Performance
 Burlington, VT: Burlington International (January - December, 2015)



On-Time Arrival Performance
 Burlington, VT: Burlington International (January - December, 2016)



On-Time Arrival Performance
 Burlington, VT: Burlington International (January, 2017)



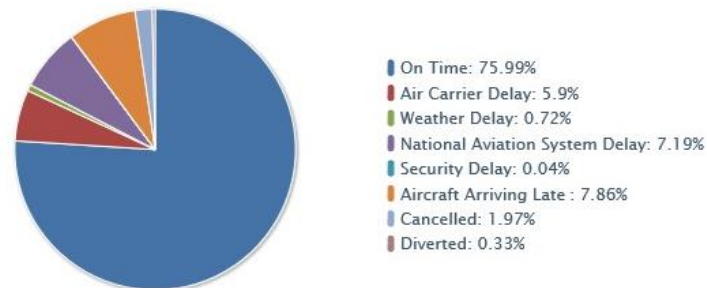
On-Time Arrival Performance
 National (January - December, 2015)



On-Time Arrival Performance
 National (January - December, 2016)



On-Time Arrival Performance
 National (January, 2017)



January 2017
 Nationally 0.04%
 BTV 0.0%

2015 Calendar Year On-Time Statistics and Delay Causes

year	month	carrier	carrier_name	airport	airport_name	arr_flights	arr_del15	carrier_ct	weather_ct	nas_ct	security_ct	late_aircraft_ct	arr_cancelled	arr_diverted	arr_delay	carrier_delay	weather_delay	nas_delay	security_delay	late_aircraft_delay
2016	1B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		120	25	10.4	1.27	6.12	0	7.22	8	0	1271	581	225	154	0	311
2016	1EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		111	14	3.75	0.65	6.03	0	3.56	12	0	578	176	90	170	0	142
2016	1UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		31	6	1.64	1.23	0.61	0	2.53	0	0	458	108	88	37	0	225
2016	2B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		97	30	12.89	2.06	5.3	0	9.75	3	0	2452	1069	191	365	0	827
2016	2EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		176	24	4.74	0	8	0	11.26	9	3	1265	219	0	312	0	734
2016	2UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		26	6	2.42	0.23	0.46	0	2.89	0	0	461	73	30	18	0	340
2016	3B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		93	22	8.36	0	5.92	0	7.71	0	0	1184	447	0	164	0	573
2016	3EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		212	26	15.09	0	3.91	0	7	3	0	1435	1035	0	140	0	260
2016	3UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		27	3	0.84	0.16	0.24	0	1.77	0	0	275	36	16	8	0	215
2016	4B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		90	17	7.13	0	0.96	1	7.92	2	0	1208	550	0	48	35	575
2016	4EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		195	19	6.84	1	3.41	0	7.74	1	1	868	282	81	108	0	397
2016	4UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2016	5B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		93	9	4.64	0.08	1.08	0	3.2	0	0	518	140	19	25	0	334
2016	5EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		238	30	11.09	0	8.53	0	10.39	1	0	2119	1295	0	242	0	582
2016	5UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		26	7	4.21	0.08	0.79	0	1.92	0	0	459	172	15	33	0	239
2016	6B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		90	22	10.08	0	5.33	0	6.59	1	0	1386	607	0	229	0	550
2016	6DL	Delta Air Lines Inc.	BTV	Burlington, VT: Burlington International		23	3	0	0.36	1.04	0	1.59	0	0	192	0	32	19	0	141
2016	6EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		232	47	16.97	0	10.41	0	19.62	7	2	2349	917	0	388	0	1044
2016	6UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		34	8	4.75	0	1.08	0	2.17	0	0	538	322	0	41	0	175
2016	7B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		93	21	9.35	1.32	2.44	0	7.89	3	0	1314	542	203	92	0	477
2016	7DL	Delta Air Lines Inc.	BTV	Burlington, VT: Burlington International		31	10	2.06	1.42	3.37	0	3.16	0	0	1011	268	163	216	0	364
2016	7EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		209	50	12.65	3.39	17.34	0	16.62	17	0	3501	950	755	930	0	866
2016	7UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		62	12	2.59	2.51	2.3	0	4.6	2	0	1171	146	455	144	0	426
2016	8B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		93	17	10.52	0.97	1.57	0	3.95	3	0	1534	775	222	80	0	457
2016	8DL	Delta Air Lines Inc.	BTV	Burlington, VT: Burlington International		25	8	2.79	0.18	2.21	0	2.81	2	0	555	145	10	130	0	270
2016	8EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		239	63	20.6	0.85	24.73	0	16.82	11	1	3775	1202	63	1325	0	1185
2016	8UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		62	17	4.55	1.55	2.33	0	8.57	0	0	1229	116	152	151	0	810
2016	9AA	American Airlines Inc.	BTV	Burlington, VT: Burlington International		1	0	0	0	0	0	0	1	0	0	0	0	0	0	0
2016	9B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		107	22	7.33	0	6.86	0	7.82	1	0	1027	288	0	220	0	519
2016	9EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		232	33	12.85	0.46	10.39	0	9.3	5	1	1529	681	12	271	0	565
2016	9UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		35	6	2.76	0.04	0.32	0	2.89	0	0	610	226	7	26	0	351
2016	10B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		114	20	9.32	0	4.58	0	6.1	0	1	912	361	0	157	0	394
2016	10DL	Delta Air Lines Inc.	BTV	Burlington, VT: Burlington International		31	2	2	0	0	0	0	0	0	61	61	0	0	0	0
2016	10EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		181	37	9.73	0	12.82	0	14.45	3	0	1536	403	0	393	0	740
2016	10UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		29	7	3.66	0	0.2	0	3.14	0	0	471	296	0	9	0	166
2016	11B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		89	17	9.14	0	3.48	0	4.38	0	0	681	324	0	97	0	260
2016	11DL	Delta Air Lines Inc.	BTV	Burlington, VT: Burlington International		4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2016	11EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		138	35	11.68	0	8.43	0	14.89	2	0	1793	751	0	331	0	711
2016	12B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		92	26	11.23	0.25	5.55	0	8.97	1	1	1890	668	77	211	0	934
2016	12EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		244	76	28.23	0.66	18.79	0	28.31	11	0	4722	2184	185	1004	0	1349
2016	12UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		16	6	2.08	0.84	0.53	0	2.55	0	0	447	122	116	52	0	157

2016 Calendar Year On-Time Statistics and Delay Causes

year	month	carrier	carrier_name	airport	airport_name	arr_flights	arr_del15	carrier_ct	weather_ct	nas_ct	security_ct	late_aircraft_ct	arr_cancelled	arr_diverted	arr_delay	carrier_delay	weather_delay	nas_delay	security_delay	late_aircraft_delay
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2016	3UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		27	3	0.84	0.16	0.24	0	1.77	0	0	275	36	16	8	0	215
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2016	5B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		93	9	4.64	0.08	1.08	0	3.2	0	0	518	140	19	25	0	334
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2016	6EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		232	47	16.97	0	10.41	0	19.62	7	2	2349	917	0	388	0	1044
2016	6UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		34	8	4.75	0	1.08	0	2.17	0	0	538	322	0	41	0	175
2016	7B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		93	21	9.35	1.32	2.44	0	7.89	3	0	1314	542	203	92	0	477
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2016	7EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		209	50	12.65	3.39	17.34	0	16.62	17	0	3501	950	755	930	0	866
2016	7UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		62	12	2.59	2.51	2.3	0	4.6	2	0	1171	146	455	144	0	426
2016	8B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		93	17	10.52	0.97	1.57	0	3.95	3	0	1534	775	222	80	0	457
2016	8DL	Delta Air Lines Inc.	BTV	Burlington, VT: Burlington International		25	8	2.79	0.18	2.21	0	2.81	2	0	555	145	10	130	0	270
2016	8EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		239	63	20.6	0.85	24.73	0	16.82	11	1	3775	1202	63	1325	0	1185
2016	8UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		62	17	4.55	1.55	2.33	0	8.57	0	0	1229	116	152	151	0	810
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2016	9EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		232	33	12.85	0.46	10.39	0	9.3	5	1	1529	681	12	271	0	565
2016	9UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		35	6	2.76	0.04	0.32	0	2.89	0	0	610	226	7	26	0	351
2016	10B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		114	20	9.32	0	4.58	0	6.1	0	1	912	361	0	157	0	394
2016	10DL	Delta Air Lines Inc.	BTV	Burlington, VT: Burlington International		31	2	2	0	0	0	0	0	0	61	61	0	0	0	0
2016	10EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		181	37	9.73	0	12.82	0	14.45	3	0	1536	403	0	393	0	740
2016	10UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		29	7	3.66	0	0.2	0	3.14	0	0	471	296	0	9	0	166
2016	11B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		89	17	9.14	0	3.48	0	4.38	0	0	681	324	0	97	0	260
2016	11DL	Delta Air Lines Inc.	BTV	Burlington, VT: Burlington International		4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2016	11EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		138	35	11.68	0	8.43	0	14.89	2	0	1793	751	0	331	0	711
2016	12B6	JetBlue Airways	BTV	Burlington, VT: Burlington International		92	26	11.23	0.25	5.55	0	8.97	1	1	1890	668	77	211	0	934
2016	12EV	ExpressJet Airlines Inc.	BTV	Burlington, VT: Burlington International		244	76	28.23	0.66	18.79	0	28.31	11	0	4722	2184	185	1004	0	1349
2016	12UA	United Air Lines Inc.	BTV	Burlington, VT: Burlington International		16	6	2.08	0.84	0.53	0	2.55	0	0	447	122	116	52	0	157

A flight is considered delayed when it arrived 15 or more minutes than the schedule (see definitions in [Frequently Asked Questions](#)). Delayed minutes are calculated for delayed flights only. Data presented summarizes arriving flights only.

When multiple causes are assigned to one delayed flight, each cause is prorated based on delayed minutes it is responsible for. The displayed numbers are rounded and may not add up to the total.

SOURCE: Bureau of Transportation Statistics, Airline Service Quality Performance 234

MEMO TO: Burlington Airport Commission & Staff
FROM: Bill Keogh, Vice Chair
SUBJECT: Streamlining Meeting

April 4, 2017

It was apparent at our Commission meeting on March 20 that members would prefer to have meetings end by 5 p.m. I have shared this concern with Chair Munger and Director Richards and Staff. To streamline our meetings, here is what we propose to do:

On the Consent agenda, we will include not only minutes of the previous meeting, but also:

- a. Construction update
- b. Marketing update
- c. Passenger & Operational statistics
- d. Fare comparisons

If a Commissioner has questions or wants discussion on one or more of these, the items can be removed and placed on the Deliberative agenda, with a motion to do so. We should have read these documents before the meeting.

Marie Friedman does a lot of work on the financial report, which is quite detailed. Do you want her to render that report every month or is the one page summary sufficient? We can put the financial report on the Consent agenda and the one-pager on the Deliberative agenda. Marie will do whatever meets our needs. Please share your views at our next April 24th meeting.

Any Executive Session should be scheduled at the end of our meetings, unless there are extenuating circumstances. End of the meeting is preferred, since people not involved can go home, unless there is a decision after the session.

It is important that all members participate in our discussions. At our last meeting, we did not fully deal with the role of So. Burlington's seat on the Commission. We did not talk about Sound Mitigation programs, and Status List. These ought to be listed as separate items at our next April 24th meeting.

Lastly, during our discussions, we have to stick with the subject at hand and not jump around, which we are apt to do. This will need some adjustment because we are not used to it. We can be patient and respectful. When we stray from a topic, a "Point of Order" is raised, thus reminding us to get back on track.

Burlington International Airport – Commission Status List

Commission Meeting – April 24, 2017

- Scheduling: Have Rich Goodwin look at restructuring the airport account and what is owed to pooled cash so the airport avoids paying the city a fee.
- Scheduling: Have Rich Goodwin give a report on other financial instruments for the airport.

Commission Meeting - January 17, 2017

- -Airport Taxi RFP
- -Airport Garage Hardware/Software RFP

Lake Champlain Regional Chamber of Commerce – Information Desk Numbers

2016	2015
Walk Ups 28,734	24,933
Calls 12,005	10,319
Emails 890	599
L/F 1,315	N/A