

**BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS**

1200 Airport Drive, South Burlington, Vermont
Conference Room #1
Monday, March 20, 2017 3:00pm

1. CALL TO ORDER
2. AGENDA
3. CONSENT AGENDA
 - 3.1 Approval of Minutes: February 21, 2017
4. PUBLIC FORUM
5. FINANCIAL PACKAGE (Documents/Verbal - M. Friedman)
 - 5.1 Moody's Investor Services Presentation and Update
6. EXECUTIVE SESSION – Heritage Aviation Airline Rate Negotiations
David Stiller, President & Tim McCole, Vice President
7. ACTION NEEDED:
 - 7.1 Hoyle Tanner Contract – Garage Repairs (A. Clayton)
 - 7.2 UIC Permit Management Contract – Stantec (A. Clayton)
8. COMMUNICATION/DISCUSSION:
 - 8.1 Construction Update Report (Document/Verbal - A. Clayton)
 - 8.2 South Burlington Zoning Enforcement Action (Verbal - A. Clayton)
 - 8.3 Marketing Update (Document/Verbal - S. Losier)
 - 8.4 Passenger and Operational Statistics (Document)
 - 8.5 Fare Comparisons With Cost Estimate Calculator (Document - S. Losier)
 - 8.6 Airport Commissioners Status List (Document)
9. DIRECTOR'S REPORT (Verbal)
 - 9.1 Update on Sound Mitigation Programs/Meetings
10. COMMISSIONERS' ITEMS
 - 10.1 Recording of Airport Commission Meetings
11. ADJOURNMENT-Tentative: Next Meeting- Monday, April 17, 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
February 21, 2017**

DRAFT

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

BTV STAFF PRESENT: Gene Richards, Director of Aviation
Nic Longo, Director of Planning and Development
Amanda Clayton, Director of Engineering &
Environmental Compliance
Rick Brown, Director of Maintenance
Shelby Losier, Administrative Assistant

OTHERS PRESENT: Erin Desautels, Vermont Small Business Acceleration
Bob McEwing, Airport Consultant NEAC
Tim McCole, Heritage
Ben Myer, Heritage
Jimmy Leas, South Burlington
Karen Paul, Burlington City Council

1.0 CALL TO ORDER

Chairman Jeff Munger called the meeting to order at 3:08 PM on February 21, 2017.

2.0 AGENDA

MOTION by Bill Keogh, SECOND by Pat Nowak, to approve the agenda as presented. VOTING: unanimous (5-0); motion carried.

3.0 CONSENT AGENDA

3.1 Approval of Minutes: January 17, 2017

MOTION by Bill Keogh, SECOND by Jeff Schulman, to approve the consent agenda including the minutes of January 17, 2017 as presented.

DISCUSSION: Bill Keogh noted two outstanding “to do” items for staff in the minutes:

- **Investigation of future state funding for the airport;**
- **Opinion from the Chamber on the value the Chamber brings to the airport.**

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

4.0 PUBLIC FORUM

Tim McCole, Heritage Aviation, commented he has worked at four major airports in his career and finds the administration at Burlington Airport to be professional, engaged, energetic, responsive, and sometime funny.

5.0 FINANCIAL PACKAGE

In the absence of Marie Friedman, Nic Longo gave the financial report noting the following:

- The date on the detailed performance report included in the previous meeting packet should be corrected to read “2016”.
- Revenues are above projections through 12/31/16. Revenues are at 51% and expenditures are at 44%.
- Debt coverage score is 2.3 compared to 2.2 the same time last year.
- AIP accounts are mainly caught up. Land acquisition grant of \$1 million is pending due to delays in titles and deeds. There are also a couple AIP project where the grant money has not yet been received. (The grant process with AIP projects was briefly described.)
- Reimbursements totaling \$6.5 million for AIP projects have been received in the last six months.
- Initial planning of the FY2018 budget has started.
- Moody’s has started their initial annual review. Moody’s is very pleased with the litigation with South Burlington being settled in favor of the airport and the airline lease with 200 days cash-on-hand guaranteed.

Jeff Munger observed that halfway through the fiscal year the debt coverage score is still high. Staff will investigate the matter.

Jeff Schulman asked for a comparison of debt coverage scores from last year at this time to this year. Nic Longo reported for FY2016 as of December 2015 debt coverage score was 2.13 compared to December 2016 at 2.24. Debt coverage score in February 2016 was 2.21 compared to February 2017 with a score of 2.32.

Pat Nowak noted the airport owes Key Bank \$1.9 million on the grant anticipation note (GAN) as of January 31st. Nic Longo said this is standard. The airport has a \$7 million revolving GAN with Key Bank and expends funds anticipating grants from the FAA then the account is reimbursed. Amanda Clayton noted the GAN typically cannot be used unless the airport has a grant offer from the FAA. The GAN bridges the gap between the airport spending the money on projects and reimbursement from the FAA.

Pat Nowak commented South Burlington feels the litigation settlement is a win-win for both parties. Ms. Nowak asked about Moody’s rating process. Gene Richards said the process can take two weeks to three months. Typically for the airport the timeframe is short. Staff continues to communicate and forward information to Moody’s.

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

6.0 ACTION NEEDED

6.1 Task Order #3: JPG Acquisition

MOTION by Bill Keogh, SECOND by Pat Nowak, to approve and recommend to City Council for approval Task Order #3: JPG Acquisition.

DISCUSSION: The following was explained:

- The acquisition grant of \$1.2 million is AIP-109 for 39 parcels by the airport. Task Order #3 is a continuation of the task order with more detail and is for the subcontract with the consultant in the field who will be working with homeowners.
- A majority of the 39 homeowners want to sell their property.
- The goal is to wrap up the acquisitions by 2018 (18 month timeframe) in order to move to the next phase of the program (sound mitigation).

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

6.2 Task Order #4: JPG NCP

MOTION by Bill Keogh, **SECOND** by Jeff Schulman, to approve and recommend to City Council for approval Task Order #4: JPG NCP.

DISCUSSION: The following was discussed:

- Bill Keogh pointed out Exhibit A refers to the Burlington Air National Guard. Nic Longo will have the Jones Payne Group correct the text.
- Nic Longo noted when Task Order #3 is complete (acquisitions) the noise mitigation program will begin. The mitigation strategies that the community wants will define the task order. Up to a dozen public meetings will be held over the next 18 months to hear public input then the plans will be sent to the FAA for approval and funding. Once funding is received the program can be completed.
- Pat Nowak confirmed residents can ask for the mitigation they want as long as it is eligible per the FAA. The Airport Commission will have oversight over the program so South Burlington residents can contact Ms. Nowak for information.
- Jeff Schulman asked who will be involved in the conversations on mitigation. Nic Longo said any stakeholders at the airport and the neighbors. There will be an advisory committee for the mitigation program that will include the Sound Mitigation Committee, representatives from the state, neighboring land use jurisdictions and municipalities, and the airport. The project will be wider and more detailed. The \$450,000 grant starts immediately and implementation of the mitigation plan that is determined follows.
- Gene Richards clarified the airport administration is looking for input, not approval, from South Burlington. The airport will make the decision in the end and will push to have the 900 people affected by sound at the airport to be involved. People will be informed of the pros and cons of each mitigation device and which will provide the most relief. All, including the South Burlington City Council and the Airport Commission, are urged to attend the meetings to be educated and gain direction on the possibilities of the program.

There were no further comments.

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

7.0 COMMUNICATION/DISCUSSION

7.1 Construction Update

Amanda Clayton reported:

- Taxiway Kilo will be closed out with the name change following FAA approval for the additional funding that is involved.
- The punch list for the glycol treatment system will be complete in the spring and includes removal of the old system from the ground.
- Terminal apron rehab needs to be coordinated with the airlines. The project is expected to be complete by mid-November. United will occupy the JetBlue space for 112 days during the project. Clumping the airlines together is a positive safety measure.
- The power feed has been installed for the Quick Turnaround Facility. The project will likely not start this year. Negotiations are ongoing for the \$6 million project and the airport wants to have all the details in place before the project begins. The reserve fund for the project continues to accrue so less money will have to be borrowed. Details on the project will continue to be provided to the Airport Commission, Board of Finance, and City Council.
- Taxiway Bravo extension is awaiting FAA funding. The project is expected to begin in August.
- Taxiway Gulf realignment is waiting for FAA funding. The taxiway is moving farther away from the neighbors.
- VANG has \$40 million in projects that include Taxiway Foxtrot (in 2017), Taxiway Delta (in 2018), and the apron.
- The airport beacon will be replaced with a new beacon that meets current FAA requirements.

Pat Nowak asked about the monitoring wells and the SMAC report with the glycol system. Amanda Clayton said the wells will be installed this year. Ms. Clayton will forward the SMAC report to Ms. Nowak.

Gene Richards noted the South Burlington City Manager asked that the fill from the Taxiway Gulf realignment be used to build a berm west of the taxiway. The FAA does not consider berms to be effective and will not fund them. The airport does not have the financial capability to fund the work and cannot lose the land capacity and still function as an airport. The dirt from the project will be moved to the nearby 35-acre industrial park to be used as sub-base. Pat Nowak asked where the public can get information and follow the construction timeline. Staff will post the information on the airport website.

7.2 Marketing Update

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

- Chittenden County Humane Society Purses for Paws
- CEDO retreat
- Stem Center education courses
- Make-A-Wish
- Private birthday parties
- March 18, 2017 Fashion Show for the Vermont Refugee Program
- American Cancer Society Pulling for Hope (plane pull) in September

- Johnson Woolen Mills kiosk in the terminal (airport ambassadors were given mittens to wear).
- Efficiency VT installation
- Wi-Fi and charging station
- Advertising revenue from FY16 to the second quarter of FY17 shows an increase of 95.8%.

Gene Richards said the airport is looking for Vermont advertisers and would like input, suggestions, and ideas from everyone. Alan Newman mentioned marketing the garden space on the top of the parking garage for summer events. Shelby Losier said airlines have hosted barbeques in the summer and the airport has held events there in the past. Staff will work on promoting the space.

7.3 Passenger and Operational Statistics

Nic Longo noted through January 2017 total passenger numbers are up 3%. January 2017 is the top performing January month since 2013. Many of the other months are positive as well. Load factors are strong and there are fewer cancelled seats. There is talk of adding flights on the Charlotte route.

Staff will try to provide individual flight stats (where people are going and the load factors).

Alan Newman urged getting a JetBlue flight to Boston. Nic Longo said staff is working on a grant opportunity for a direct flight to Boston with any airline. Gene Richards noted there have been conversations with JetBlue about the Boston market.

Jeff Schulman asked if landing weights signify revenue. Nic Longo said everything coming into the airport is billed on landed weight. The landing weight is also a good indication of the type of aircraft at the airport.

7.4 Fare Comparison with New Cost Estimate Calculator

Shelby Losier reported getting to Detroit directly has become expensive in the past few months. Air fare cost is driving the costs. It still remains cheaper to fly out of Burlington.

Alan Newman urged finding a way to promote the cost savings of flying out of Burlington. Staff will put the cost estimate calculator on the website for ease of use.

7.5 Airport Commission Status List

Shelby Losier reported:

- Technology is being explored relative to the taxi RFP.
- Hardware and software work continues in the parking garage. An RFP will be done to find a company to manage the system and help with the end product. The new citywide parking system will be implemented by September beginning with the airport.
- Short term parking will be done at the parking garage.

- Stats from the Chamber show 29,000 walkups in 2016, 25,000 walkups in 2015, 1200 calls, and 890 emails. Staff is working on a new application with touchscreens and iPads at the information desk to provide information to the public.

8.0 AVIATION DIRECTOR'S REPORT

Gene Richards reported:

- The cost for Channel 17 to videotape meetings at the airport is between \$500 and \$700. The amount cannot be justified with the budget for the meetings. There are further meetings with Channel 17 to discuss how to utilize social media or even install a camera at the airport or other ideas that are economically feasible. (Pat Nowak mentioned South Burlington uses a digital audio recorder for meetings.)
- A recording of the FAA meeting is on the website for public access. The meeting was very informative and hopefully helped people understand the issues. Questions should be sent to Nic Longo or Gene Richards.
- Airport staff has spent over 200 hours gathering and providing information to South Burlington which is taxing when trying to operate an airport. The relationship with South Burlington is important to the airport and the airport wants to be responsive, but staff cannot be working every day and every weekend to meet the requests. There is much potential with the relationship if the positive, not the negative, is emphasized. The relationship right now is more strenuous than can be recalled. There is lack of patience and respect. More effort is needed to understand everyone's limitations and make the relationship work, but not at the expense of grant assurances. South Burlington needs to know the airport wants a successful relationship and positive solutions that are mutually beneficial.
- VANG is returning to the airport this week from their recent deployment. Their mission is complete. The sacrifice made by all the members and their families is acknowledged and appreciated.
- Neither the airport nor Burlington City Council want to tear down the Kirby cottages. Options include having a local developer relocate the cottages, having a developer from Bristol remove the cottages intact (South Burlington would lose the housing), turning the units into a commercial complex (dentist or doctor offices). South Burlington needs to participate in the conversation.
- Much has been learned about the history of the airport from members of the 100 Year Committee. At the last meeting the former chairman of the Champlain College Board now in his 90s told of painting circles on the airport so pilots would know they were at the airport. The plan is to publish the interviews digitally in Year 2020.

Pat Nowak commented on the FAA meeting and agreed the meeting provided clarity and definitive answers to help clear up the issues. Regarding the Kirby cottages, South Burlington hopes to find a mechanism to collaborate with Champlain Housing Trust and move the units back into the affordable housing mix in the city.

Jeff Schulman commended airport staff on the time and effort spent with South Burlington trying to be a good neighbor and responding in a productive and good way, but the airport cannot lose the focus of operating an airport.

Bill Keogh said he is bothered the Airport Commission has not given staff the support that is deserved. Gene Richards and Nic Longo have taken the brunt of the animosity that has been expressed. The FAA runs the airport. The airport administration manages the airport. The FAA did not ask South Burlington's opinion on the houses or the F-35. The letters being circulated lately underscore the relationship between South Burlington and the airport is at a new low point. This needs to be turned around. South Burlington needs to cooperate.

9.0 AIRPORT COMMISSIONERS' ITEMS

9.1 FAA Sound Mitigation Questions and Answers Update

Nic Longo said the video and transcription will be posted on the website.

10.0 ADJOURNMENT

Next meeting(s):

- March 20, 2017 – Airport Commission meeting, 3 PM

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

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

The meeting was adjourned at 4:47 PM.

RScty: MERiordan

City of Burlington
BURLINGTON INTERNATIONAL
AIRPORT
January 2017

FINANCIAL STATEMENTS





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

To: Airport Commissioners
From: Marie Friedman, CPA
Date: March 17, 2017
Re: Financial Highlights for March 20th 2017 commission meeting

- Revenues are at 59% of budget, compared to 58% last year.
- Parking revenues are up approximately \$83,322 compared to same time frame Year to date, 2015. 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 52% of budget. Seeing savings due to Tax settlement with City of South Burlington
- Debt Coverage score is currently at 2.25 compared 1.98 last year.
- The AIP receivable is \$3,870,911 as of February 28, 2017. BTV has expended \$7,741,957 in AIP projects this Fiscal Year. BTV has collected \$5,945,339 in the first 8 months of this year, with multiple requests into the FAA currently waiting for reimbursement. BTV owes Keybank \$1,919,819 on the Grant Anticipation Note as of February 28th.
- Cash update: BTV owed \$385,590 to the City for pooled cash as of February 28th. BTV also had \$2,191,378 in the Airport International account at February 28th.
- Budget 2018 planning is beginning
- Moody's Rating agency has begun their annual review of the BTV airport. We presented a powerpoint presentation (included the Mayor, Rich Goodwin and the entire Airport team) to update them on all the financial successes and gains BTV has made over the last year. We continue to improve in all financial metrics. We are expecting Moody's to issue there final rating report shortly. This will be shared with the commission once shared. I will be happy to discuss the information in the presentation in more detail at Monday's meeting.



Budget Performance Report

Fiscal Year to Date 1/31/17

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	FY 2017 YTD Transactions	Remaining Balance	% Used/Rec'd
Fund 400 - Airport								
	REVENUE							
4247	Fees and Permits	112,100.00	.00	112,100.00	.00	64,720.25	47,379.75	58%
4267	Utility Reimbursement	46,967.00	.00	46,967.00	.00	23,022.16	23,944.84	49%
4275	Rent & Lease	.00	.00	.00	.00	.00	.00	+++
4295	Parking Fees	5,400,000.00	.00	5,400,000.00	.00	3,093,723.24	2,306,276.76	57%
4297	CFC's	1,210,000.00	.00	1,210,000.00	.00	780,336.00	510,752.00	64%
4345	Advertising Revenues	125,000.00	.00	125,000.00	.00	116,807.58	8,192.42	93%
4390	Concessions	250,000.00	.00	250,000.00	.00	164,644.39	85,355.61	66%
4440	Taxi Fees	94,125.00	.00	94,125.00	.00	90,816.00	3,309.00	96%
4445	Terminal Rent - Exclusive	1,262,593.00	.00	1,262,593.00	.00	770,416.25	492,176.75	61%
4450	Terminal Rent - Commonuse	1,625,206.00	.00	1,625,206.00	.00	890,341.39	863,486.61	55%
4455	Terminal Concessions Airport	548,800.00	.00	548,800.00	.00	393,063.21	155,736.79	72%
4460	Rental Car Concessions	1,952,565.00	.00	1,952,565.00	.00	1,471,327.29	481,237.71	75%
4465	Rent Grounds	393,118.00	.00	393,118.00	.00	209,774.70	183,343.30	53%
4470	Rent Buildings	1,114,370.00	.00	1,114,370.00	.00	690,368.07	424,001.93	62%
4471	Building Rents - Heritage	.00	.00	.00	.00	.00	.00	+++
4475	Landing Fees	1,899,210.00	.00	1,899,210.00	.00	1,055,169.06	978,626.94	56%
4480	PFC Revenue	2,400,000.00	.00	2,400,000.00	.00	1,078,390.02	1,321,609.98	45%
4500	Airport Apron Fees	.00	.00	.00	.00	.00	.00	+++
4505	Terminal Non Airline	583,300.00	.00	583,300.00	.00	348,455.44	234,844.56	60%
4535	Misc Rev	3,000.00	.00	3,000.00	.00	322.68	2,677.32	11%
4600	Fees For Services	.00	.00	.00	.00	3,140.00	(3,140.00)	+++
4700	Interest / Investment Income	8,500.00	.00	8,500.00	.00	25,853.93	(17,353.93)	304%
4702	Interest Income PFC	4,000.00	.00	4,000.00	.00	2,787.84	1,212.16	70%
4703	Restricted Interest Income	.00	.00	.00	.00	17,907.00	(17,907.00)	+++
4705	Unrealized Gain/Loss-Invest	.00	.00	.00	.00	(68,144.03)	68,144.03	+++
4750	Gain/Loss On Asset	.00	.00	.00	.00	.00	.00	+++
4825	Interdepartmental	.00	.00	.00	.00	430.88	(430.88)	+++
4850	Cash Over	.00	.00	.00	.00	936.79	(936.79)	+++
4900	Participant Charges	.00	.00	.00	.00	.00	.00	+++
4925	Proceeds	.00	.00	.00	.00	.00	.00	+++
4961	Property Tax Reimbursement - Airport	208,000.00	.00	208,000.00	.00	95,009.38	112,990.62	46%
	REVENUE TOTALS	\$19,240,854.00	\$0.00	\$19,240,854.00	\$0.00	\$11,319,619.52	\$8,265,530.48	59%
	EXPENSE							
5000	Salaries and Wages	2,505,000.00	.00	2,505,000.00	.00	1,311,922.32	1,193,077.68	52%
5100	Overtime	257,000.00	.00	257,000.00	.00	179,430.68	77,569.32	70%
5200	Other Personal Service	184,300.00	.00	184,300.00	.00	111,880.91	72,419.09	61%
5400	Employee Benefits	1,246,217.00	.00	1,246,217.00	20,184.88	617,999.93	583,032.19	51%
6000	Office Supplies	17,000.00	.00	17,000.00	523.95	3,728.06	12,747.99	25%
6005	Postage	2,000.00	.00	2,000.00	15.96	1,075.69	908.35	55%
6007	Shipping and Moving	6,000.00	.00	6,000.00	478.00	2,000.54	3,521.46	41%
6010	Computer Equipment	14,500.00	.00	14,500.00	4,756.46	819.00	8,924.54	38%
6015	Computer Software	8,200.00	.00	8,200.00	.00	781.00	7,419.00	10%



Budget Performance Report

Fiscal Year to Date 1/31/17

Account	Account Description	Adopted	Budget	Amended	YTD	FY 2017 YTD	Remaining	% used/
		Budget	Amendments	Budget	Encumbrances	Transactions	Balance	Rec'd
6017	Computer Licensing and Maint.	47,900.00	.00	47,900.00	1,200.00	37,037.66	9,662.34	80%
6020	Office Equipment	5,000.00	.00	5,000.00	467.90	1,670.63	2,861.47	43%
6025	Furnishings	5,000.00	.00	5,000.00	.00	.00	5,000.00	0%
6200	Medical Fees And Supplies	4,000.00	.00	4,000.00	231.38	4,290.16	(521.54)	113%
6202	Printing/Copying/Paper Mgt	12,500.00	.00	12,500.00	1,656.00	8,162.70	2,681.30	79%
6203	Dues/Subscriptions	81,525.00	.00	81,525.00	6,355.43	45,849.57	29,320.00	64%
6205	Cash Short	.00	.00	.00	.00	2,647.62	(2,647.62)	+++
6206	Custodian Supplies	75,500.00	.00	75,500.00	.00	34,043.25	41,456.75	45%
6208	Special Supplies	13,000.00	.00	13,000.00	658.14	7,614.28	4,727.58	64%
6210	Small Tools and Equipment	18,500.00	.00	18,500.00	270.00	7,662.98	10,567.02	43%
6211	Specialized Equipment	.00	.00	.00	.00	.00	.00	+++
6212	Fuel	125,000.00	(25,000.00)	100,000.00	863.25	44,463.75	54,673.00	45%
6214	Clothing And Uniforms	7,500.00	.00	7,500.00	.00	1,375.66	6,124.34	18%
6215	Uniform Laundering	20,000.00	.00	20,000.00	5,482.27	7,517.73	7,000.00	65%
6216	Oil & Grease & Antifreeze	18,000.00	.00	18,000.00	4,706.34	4,582.08	8,711.58	52%
6222	Runway De-Ice	175,000.00	.00	175,000.00	100,000.00	.00	50,000.00	57%
6300	Repair & Maintenance	580,500.00	25,000.00	605,500.00	103,087.65	207,206.76	320,205.59	51%
6350	Legal Notice & Advertising	3,000.00	.00	3,000.00	.00	.00	3,000.00	0%
6400	Utilities	1,439,100.00	.00	1,439,100.00	2,339.11	670,600.08	766,160.81	47%
6500	Professional and Consultant Services	1,285,000.00	20,000.00	1,305,000.00	66,367.53	464,432.72	774,199.75	41%
6530	Rentals	10,000.00	.00	10,000.00	.00	.00	10,000.00	0%
6600	Maintenance Contracts	265,000.00	25,000.00	290,000.00	41,796.54	155,531.31	92,672.15	68%
6605	Radio Maintenance	15,000.00	.00	15,000.00	2,170.00	4,583.00	8,247.00	45%
6610	Custodial Contracts	698,000.00	.00	698,000.00	323,249.19	329,537.24	45,213.57	94%
6615	Property Repairs	130,000.00	.00	130,000.00	12,599.50	40,551.36	76,849.14	41%
6620	Contractual Vehicle Repair	10,000.00	.00	10,000.00	.00	539.99	9,460.01	5%
6625	Equipment Maintenance Repairs	125,000.00	.00	125,000.00	33,571.06	48,449.30	42,979.64	66%
6700	Travel & Training	73,000.00	.00	73,000.00	1,653.71	38,768.84	32,577.45	55%
6800	Fees for Services	37,000.00	10,000.00	47,000.00	.00	35,914.63	11,085.37	76%
7002	Interest Expense	.00	.00	.00	.00	.00	.00	+++
7004	Interest Expense - Restricted	10,000.00	.00	10,000.00	.00	24.56	9,975.44	0
7200	Capital Leases	358,000.00	.00	358,000.00	.00	208,833.33	149,166.67	58%
7230	Insurance	245,350.00	.00	245,350.00	.00	137,001.42	108,348.58	56%
7303	Regulatory and Bank Fees	122,000.00	2,900.00	124,900.00	.00	92,104.51	32,795.49	74%
7312	Real Estate Taxes	1,651,100.00	(57,900.00)	1,593,200.00	17,989.56	521,951.57	1,053,258.87	34%
8005	Vehicle/Equipment Repairs	.00	.00	.00	.00	.00	.00	+++
8015	Indirect Fees	358,675.00	.00	358,675.00	.00	209,230.00	149,445.00	58%
8016	Risk Management	.00	.00	.00	.00	.00	.00	+++
8017	Indirect Fees - City Attorney	36,123.00	.00	36,123.00	.00	21,070.00	15,053.00	58%
8018	Management Fee - Parking Garge	50,000.00	.00	50,000.00	.00	29,166.66	20,833.34	58%
8035	FAA - Airport Security	.00	.00	.00	.00	.00	.00	+++
8095	Interest On Pooled Cash	12,000.00	.00	12,000.00	.00	292.45	11,707.55	2%
8135	Airport Security To Police	1,130,052.00	.00	1,130,052.00	.00	659,204.00	470,848.00	58%
Operating EXPENSE TOTALS		\$13,494,542.00	\$0.00	\$13,467,542.00	\$752,673.81	\$6,311,549.93	\$6,403,318.26	52%
Operating Profit						\$5,008,069.59		



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



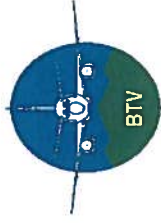
FY	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	
												Jul	Jun
2016	56,798	119,970	176,569	238,695	287,001	335,160	380,129	451,028	498,731	546,233	596,124	644,576	644,576
2017	64,827	130,163	184,721	246,563	294,311	347,366	393,063	393,063	393,063	393,063	393,063	393,063	393,063
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	2,180,303
2017	218,412	557,364	766,493	1,004,623	1,156,400	1,311,365	1,471,326	1,471,326	1,471,326	1,471,326	1,471,326	1,471,326	1,471,326
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	1,671,291
2017	160,576	329,511	482,084	643,559	777,614	920,583	1,055,169	1,055,169	1,055,169	1,055,169	1,055,169	1,055,169	1,055,169
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	5,408,940
2017	390,960	804,755	1,250,693	1,772,205	2,248,827	2,648,028	3,093,723	3,093,723	3,093,723	3,093,723	3,093,723	3,093,723	3,093,723
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	1,245,260
2017	146,112	243,164	380,988	540,004	619,808	699,248	780,336	780,336	780,336	780,336	780,336	780,336	780,336
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	\$ 11,150,370
2017	\$ 980,887	\$ 2,064,957	\$ 3,064,978	\$ 4,206,953	\$ 5,096,959	\$ 5,926,589	\$ 6,793,617	\$ 6,793,617	\$ 6,793,617	\$ 6,793,617	\$ 6,793,617	\$ 6,793,617	\$ 6,793,617

Monthly Revenue Comparison

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
2017	64,827	65,336	54,558	61,842	47,748	53,055	45,697	148,102	148,285	108,510	149,987	203,972	393,063
2016	240,324	312,211	196,291	228,511	147,637	148,226	148,248	148,102	148,285	108,510	149,987	203,972	2,180,303
2017	218,412	338,952	209,129	238,130	151,777	154,965	159,962	148,102	148,285	108,510	149,987	203,972	1,471,326
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	134,586	130,965	136,794	122,516	125,820	152,768	1,055,169
2016	410,392	414,230	416,042	506,600	464,710	378,085	420,342	463,350	524,892	526,835	473,676	409,786	5,408,940
2017	390,960	413,795	445,938	521,512	476,622	399,201	445,695	463,350	524,892	526,835	473,676	409,786	3,093,723
2016	160,052	152,144	131,936	147,592	74,936	69,648	70,752	69,940	71,264	74,332	98,520	124,144	1,245,260
2017	146,112	97,052	137,824	159,016	79,804	79,440	81,088	69,940	71,264	74,332	98,520	124,144	780,336
2016	\$ 1,016,913	\$ 1,093,233	\$ 947,850	\$ 1,099,014	\$ 869,004	\$ 779,839	\$ 815,613	\$ 883,255	\$ 928,938	\$ 879,695	\$ 897,894	\$ 939,122	\$ 11,150,370
2017	\$ 980,887	\$ 1,084,070	\$ 1,000,022	\$ 1,141,975	\$ 890,006	\$ 829,630	\$ 867,028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,793,617



Burlington International Airport
Fiscal Year 2017
 Debt Coverage Score



DESCRIPTION	July	August	September	October	November	December	January
Total Revenue	1,452,203	2,878,916	4,863,332	6,788,615	8,333,359	9,822,891	11,319,620
Less: PFC Revenue	0	(175,698)	(365,936)	(658,937)	(789,652)	(921,365)	(1,078,390)
Less: PFC Interest Income	(368)	(788)	(1,222)	(1,604)	(1,986)	(2,385)	(2,788)
Total Net Revenue	1,451,835	2,702,430	4,496,174	6,128,074	7,541,721	8,899,141	10,238,442
Operating Expenses	804,033	1,335,662	2,394,070	3,583,851	4,694,654	5,398,616	6,311,550
Total Net Operating Income	637,418	1,366,768	2,102,104	2,544,223	2,847,067	3,500,525	3,926,892
+ PFC available for Debt Service	98,022	196,044	294,066	392,088	490,110	588,132	686,154
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
* + Debt Principal & Interest Payments	304,162	608,323	912,485	1,216,646	1,520,808	1,824,969	2,129,131
Debt Service Coverage Score - Methodology #1	2.42	2.57	2.63	2.41	2.19	2.24	2.17
Apply 125% PFC Revenue towards debt	24,506	49,011	73,517	98,022	122,528	147,033	171,539
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
Debt Service Coverage Score - Methodology #2	2.50	2.65	2.71	2.49	2.27	2.32	2.25
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
Debt Service Coverage Score - Methodology #2	2.92	2.98	2.47	2.58	2.54	2.21	1.98



**BURLINGTON INTERNATIONAL AIRPORT
ACCOUNTS RECEIVABLE
AIP PROJECTS
AS of February 28, 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	-	2,249,146	96%	2,159,180	(408,356)	1,750,824
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	-	296	96%	284	-	284
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	266,267	96%	255,616.09	(317,124)	14,536
433	94	LAND 2012 B NOISE	60,713	52,843	96%	50,729	-	111,442
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	(86,011)	104,485
442	105	LAND ACQUISITION FY 15	221,002	95,322	96%	91,509	(304,951)	7,560
443	106	GLYCOL PROJECT	258,142	1,939,981	96%	1,862,382	(1,879,686)	240,838
444	103	AIR CARRIER APRON PHASE II	220,738	55,661	96%	53,435	-	274,173
445	104	TAXIWAY K CONSTRUCTION	820,135	935,874	96%	898,439	(1,582,001)	136,573
446	108	LAND ACQUISITION 2016	14,664	1,790,318	96%	1,718,705	(1,198,704)	534,665
447		TAXIWAY ALPHA CONSTRUCTION	88,348	92,293	96%	88,601	-	176,950
448		TAXIWAY GULF CONSTRUCTION	138,179	235,658	96%	226,232	-	364,411
449	107	AIR CARRIER APRON PHASE 3	61,862	25,444	96%	24,426	(75,161)	11,127
			-			-	-	-
TOTALS			2,383,944	\$ 7,741,957		\$ 7,432,306	\$ (5,945,339)	\$ 3,870,911

Burlington International Airport

Cash and Investments

February 28, 2017

<u>Account</u>	<u>Account Description</u>	<u>Balance</u>
1000_400	Bank Account Airport	2,191,378
1000_415	Bank Account Airport - Prepaid Cash Acct TD	488,611
1000_420	Bank Account CFC	3,949,042
1000_474	Cash Restricted Burl Arpt 2014 A Debt Serv. Res	1,426,294
1050_400	Cash Restricted Air Debt Service Fund	1,725,575
1050_420	Cash Restricted Escrows - Airport PFC TD Bank	3,076,209
1050_425	Cash Restricted Escrows - Airport - Op Maint Res	3,300,287
1050_430	Cash Restricted Esc - Airport Res Acct - TD Bank	216,610
1050_487	Cash Restricted Airport Debt Service Res. 2012 A	1,652,429
1050_488	Cash Restricted Airport Debt Service Res. 2012 B	651,102
1050_496	Cash Restricted AIP Deposit Keybank	21,750
1050_495	Projects Operating Acct/Escrow GAN Keybank	48
Total Cash and Investments		<u>18,699,334</u>
1100_999	(Due To) / Due From Pooled Cash	<u>(385,590)</u>

Airport Credit Surveillance Discussion

Moody's Rating Review

March 2017

BURLINGTON INTERNATIONAL AIRPORT



BTV

TRAVEL ELEVATED

Airport Management Team

City of Burlington

- **Miro Weinberger** Mayor
- **Bob Rusten** Chief Administrative Officer
- **Rich Goodwin** Director Financial Operations
- **Eileen Blackwood** City Attorney

Burlington International Airport

- **Gene Richards** Director of Aviation
- **Nicolas Longo, CM** Director of Planning & Development
- **Marie Friedman, CPA** Chief Financial Officer
- **Amanda Hanaway-Corrente, PE** Director of Engineering & Environmental Compliance
- **Shelby Losier** Office Manager
- **Lynn Zizza** Financial Administrator

BTV Continuing to Deliver and Improve

- **Achieved Debt Service Coverage Recommended by Moody's**
 - 1.49x in 2012
 - 1.57x in 2013
 - 1.61x in 2014
 - 1.56x in 2015
 - 1.67x in 2016
- **Improving Liquidity**
 - Increased days cash on hand by 229 days since 2010
- **Signed 5-Year Residual Method Airline Agreement with American, JetBlue, Delta, and United**
- **Settled Tax Litigation with City of South Burlington**
 - Tax calculation methodology set
 - Tax savings for FY17 – Approximately \$800,000
 - Tax savings will continue to be realized for the next **12 years**
- **Revenue Enhancements**
 - In-house management of advertising program has led to increased revenues
 - New local restaurant opened three locations in April 2013
 - Non-aeronautical revenue increased by improving and executing lease agreements

Airport Facilities

2,700 stall garage

12 terminal gates



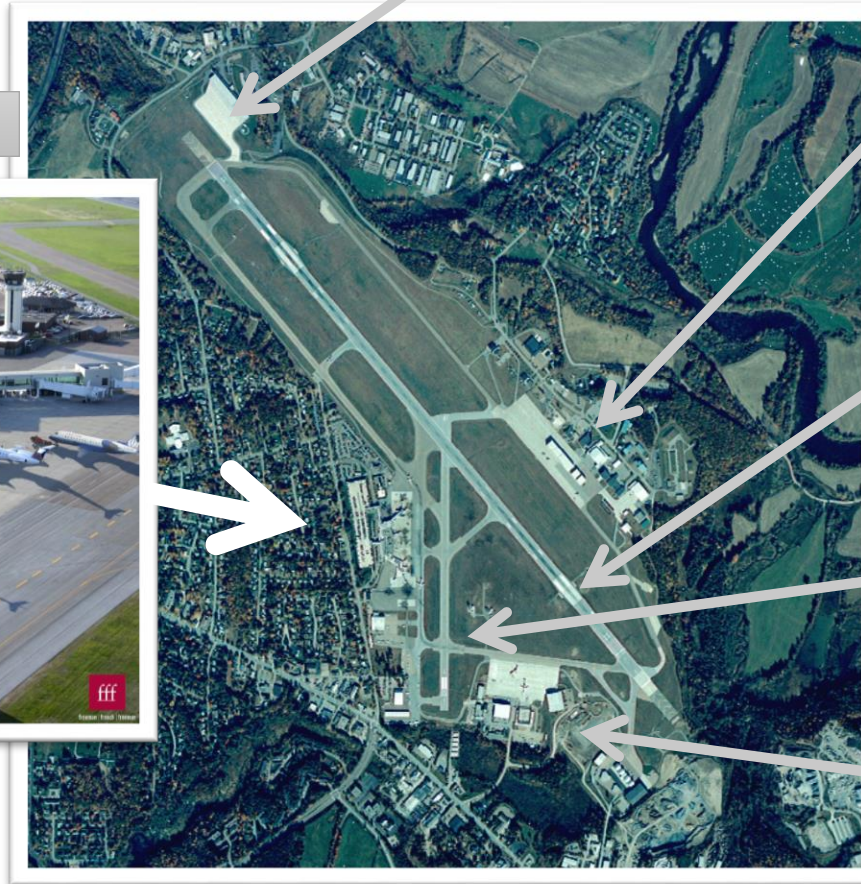
Vermont Army National Guard

Vermont Air National Guard

8,319'
Runway 15-33

4,112'
Runway 1-19

Industrial
Park



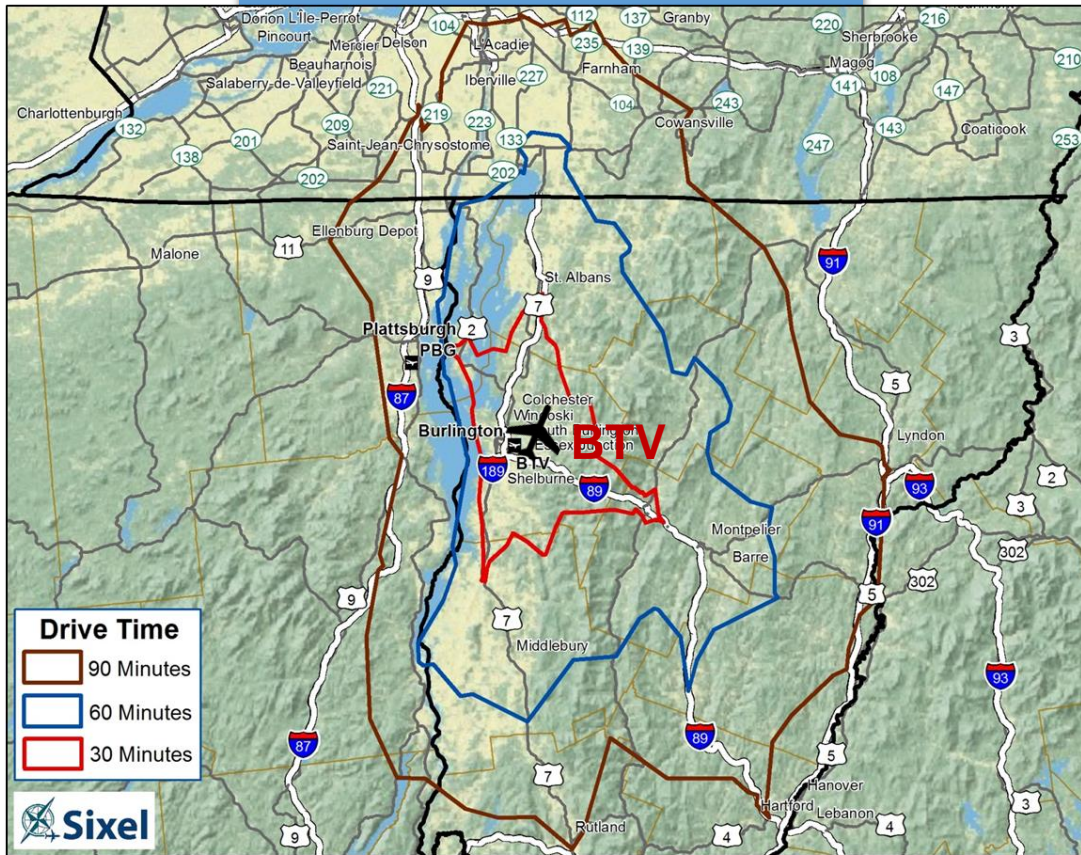
Strength of the Military

- Chosen for new F-35A Jets – arriving 2019
 - 1 of 3 airports in the US chosen
- \$40-\$75 million in capital infrastructure improvement by Military
- Vermont Army National Guard & Vermont Air National Guard continues to bring regional economic stability through job creation
- VTANG supports BTV with all emergency services with no costs to the airport



BTV: Sizeable Market

YUL Market Area Population: 4.5 Million



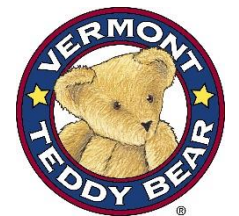
BTV is the only commercial US airport option in the region

- BTV's catchment area currently produces approximately 2.5 million passengers per year (*US Population only*)
- Approximately 1 million U.S. residents live within a 90 minute drive of Burlington International Airport
- Highway renovation of Autoroute 35 in final stages of completion, which allows quicker, easier access to BTV from the Montreal area
- BTV has launched a significant marketing campaign targeting Canadians, New York, and New Hampshire to build awareness and generate ticket sales

Strong & Diverse Economic Base

Top Employers:

- GE Healthcare
- Ben & Jerry's
- I.B.M. / Globalfoundries
- Dynapower
- Burton
- Green Mountain Coffee Roasters
- University of Vermont
- Green Mountain Power
- University of Vermont Health Network
- City of Burlington
- Howard Center for Human Services
- General Dynamics
- Cabot Creamery Cooperative
- Air National Guard
- My Web Grocer
- Seventh Generation
- Dealer.com / Dealertrek
- National Life Group
- Vermont Teddy Bear



Regional Center for Higher Education

Student enrollment in primary catchment area:

- University of Vermont – 13,000
- Norwich University – 3,450
- Champlain College – 2,000
- Middlebury College – 2,450
- Saint Michaels College – 2,050
- Johnson College – 2,000
- Vermont Law School – 1,000
- Castleton University – 2,200

More than **28,000 students** attend institutions of higher education within the primary service area of BTV. In addition to student enrollment, these institutions also provide a significant number of high paying jobs to the region.

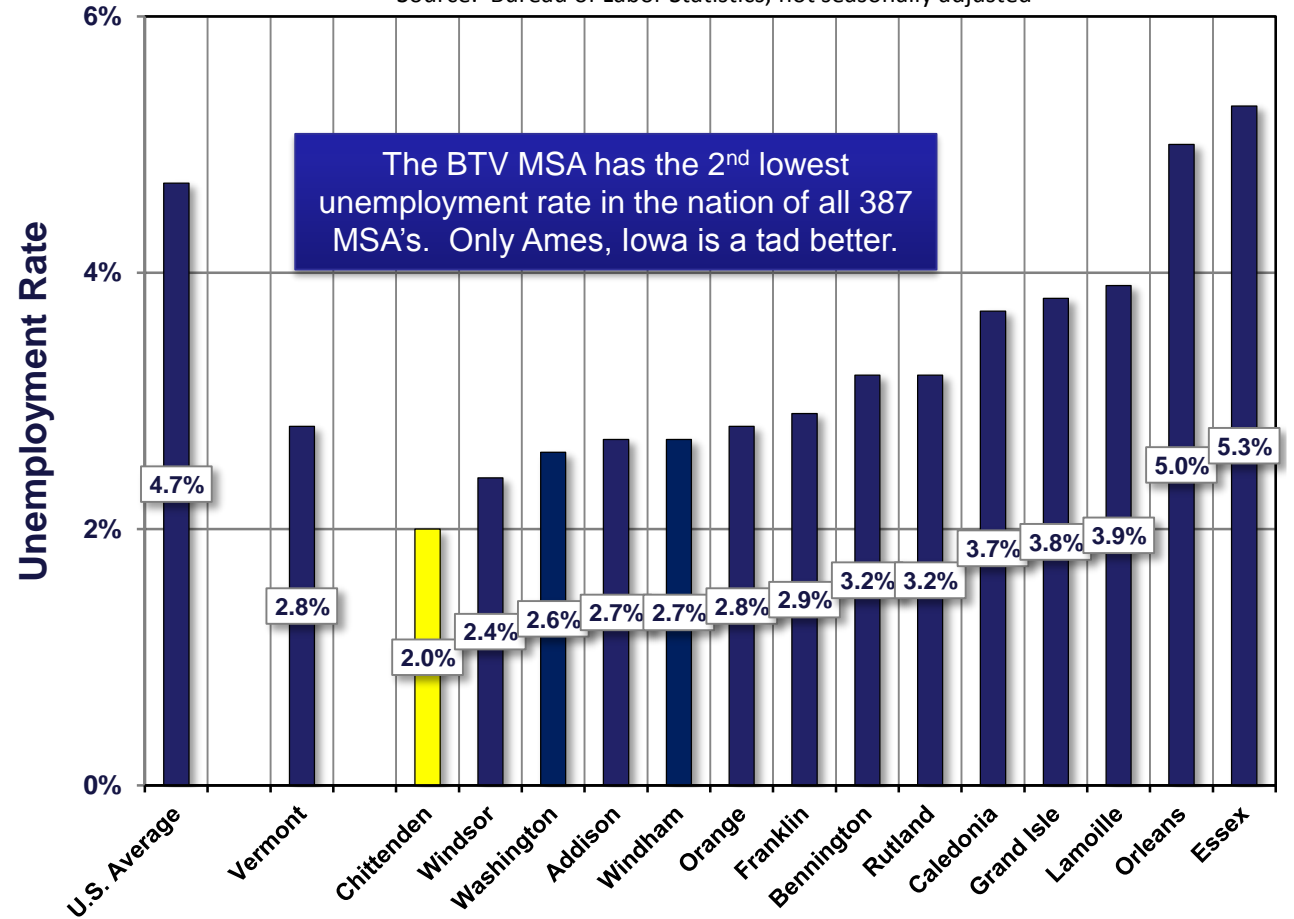


The Burlington MSA Economy is Expanding

- Higher wage professional services continue to expand
- Small, specialized companies will keep wages and employment growing steadily in coming years
- Metro area's small size means that relatively small expansions can have meaningful effects on the economy
- Area has benefited from the growth of small startups into important businesses that are selling high end products to national markets
- Chittenden County has around 96,000 jobs which is 1/3 of all jobs and holds 1/4 of the population in Vermont and the lowest unemployment rate in the state

December 2016 Unemployment Rates and Vermont Counties

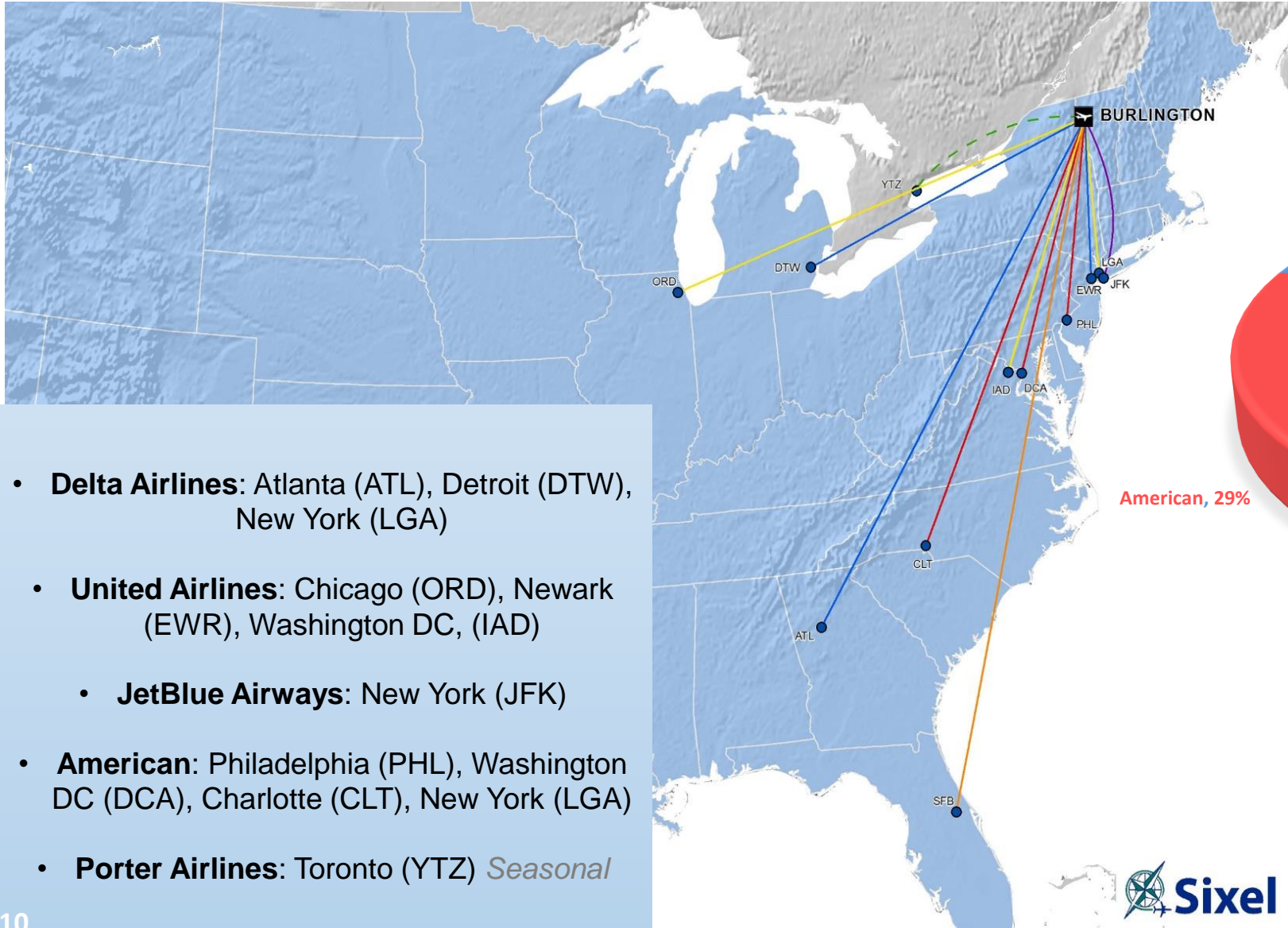
Source: Bureau of Labor Statistics; not seasonally adjusted



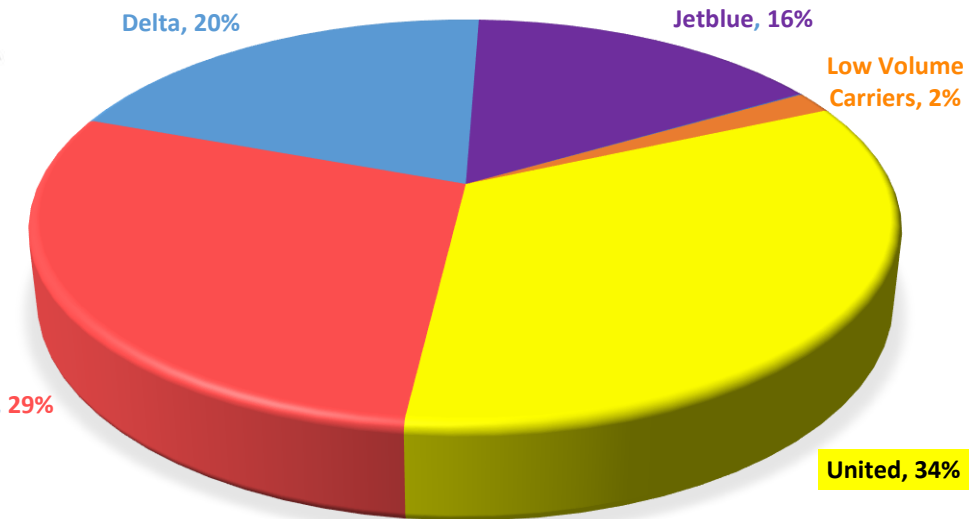
Burlington Traffic Trends



Daily Non-Stop Service to Key Hubs



- **Delta Airlines:** Atlanta (ATL), Detroit (DTW), New York (LGA)
- **United Airlines:** Chicago (ORD), Newark (EWR), Washington DC, (IAD)
- **JetBlue Airways:** New York (JFK)
- **American:** Philadelphia (PHL), Washington DC (DCA), Charlotte (CLT), New York (LGA)
- **Porter Airlines:** Toronto (YTZ) *Seasonal*



Airline Passenger Share
FY2017 YTD

New Service Success Stories

DELTA – Atlanta (ATL)

- Finishing 4th year of service
- Continues to use mainline service (MD80 – 177 seats)
- High load factors approaching 90%

AMERICAN

- Charlotte (CLT)
 - Scheduled service began in August 2015
 - Second daily flight added December 2016
- New York (LGA)
 - Scheduled service began December 2016

UNITED – Chicago (ORD)

- Continues to use mainline service (Boeing 737 - 178 seats)
- 100%load factors this season



New Service Incentives

BTV incentives for **new domestic routes** for two years of operation:

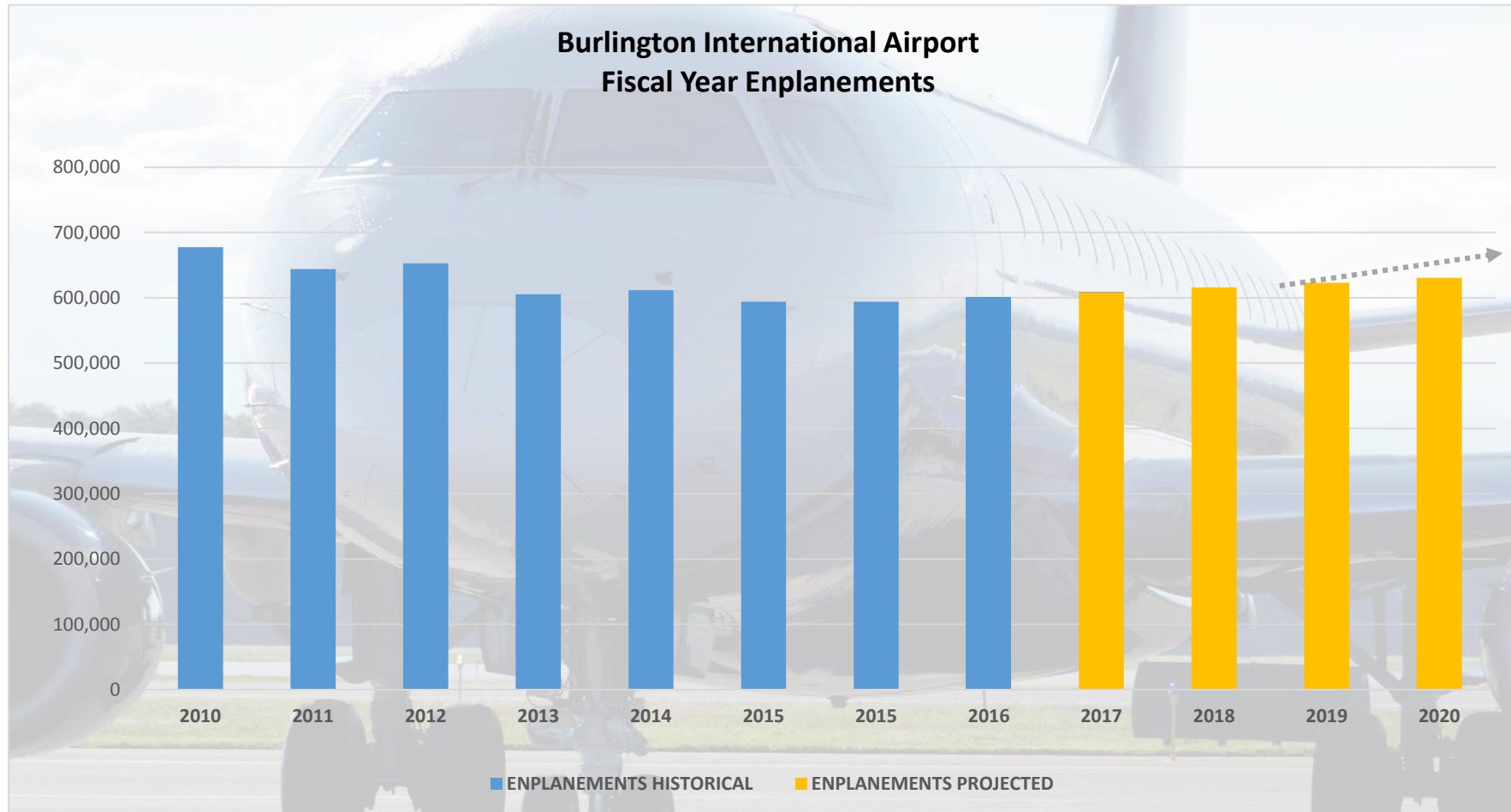
- **Waiver** of landing fees
- **Waiver** of Common Use Fees
- **Waiver** of Boarding Bridge Fees
- **Marketing support**

Rental rates for FY2017:

- Terminal Rental Rate - \$62/square foot
- Landing Fee Rate - \$2.39/thousand lbs.
- Passenger Boarding Bridge Rental Rate - \$760/month



Fiscal Year Passenger Enplanement Growth



- Long term steady growth through economic cycles
- Tracking as expected for FY17
- Anticipating steady enplanements with new routes

Projections prepared by Ricondo

Recent Enplaned Passengers

Fiscal Year	JUL	AUG	SET	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total
2015													
Enplanements	59,273	58,601	52,737	57,727	45,416	46,967	43,916	43,589	49,215	47,184	45,872	49,944	600,441
Avail. Seats	66,504	68,030	62,503	63,055	52,818	59,694	51,805	50,777	59,776	58,342	54,549	60,856	708,709
Load Factor	89%	86%	84%	95%	85%	79%	85%	86%	82%	81%	84%	82%	85%
2016													
Enplanements	55,684	57,629	51,089	58,296	46,470	45,153	42,913	45,975	46,759	45,467	47,350	52,466	595,251
Avail. Seats	63,663	65,814	64,215	66,385	58,449	59,566	57,129	57,146	60,000	53,049	59,850	65,855	731,121
Load Factor	87%	88%	80%	88%	80%	76%	75%	81%	78%	86%	79%	80%	82%
2017													
Enplanements	57,997	60,108	52,211	60,850	46,359	46,117	44,537						
Avail. Seats	69,210	70,401	65,756	68,245	56,905	60,416	56,345						
Load Factor	84%	85%	79%	89%	81%	76%	79%						

* % change in available seats FY15 to FY16 – 3%

* Approximate % change in available seats FY16 to FY17 – 3%

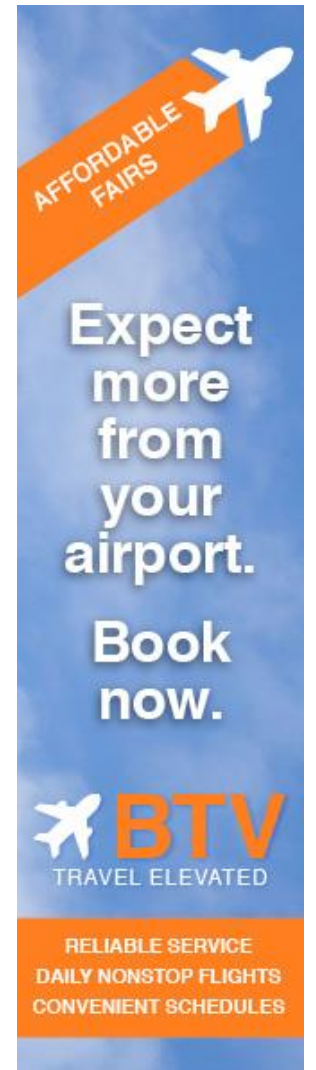
*** Increased enplanements for 9 consecutive months.**

**February data is still being processed*

Canadian & Bilingual Marketing Media Mix

Airport employs a diverse bilingual media mix with broad reach:

- Digital (direct-to-publisher): travel booking sites, Quebec travel sites, local news
- Digital Ad Networks: Google AdWords & Facebook Exchange
- Social Media: Facebook, Twitter
- Radio: Pandora and Boom 104.1 FM, NRJ Montreal 94.3 FM, 98.5 FM
- Television (Radio Canada Television, CTV)
- Print
- Chamber of Commerce Events



BTV Media Buzz

Passenger Amenities

- Yoga & Meditation Room
- 2 Mamava Nursing Pods, plus 1 Nursing room
- Free Purple Wi-Fi airport-wide
- Skinny Pancake restaurants sourcing locally grown ingredients
- Hudson News & Gifts store featuring Vermont-made products (50% of inventory)
- Free luggage carts
- Green Roof – Solar panels and garden
- 820 Charging Opportunities
- Interactive gaming simulators



BURLINGTON, VT., AIRPORT LATEST TO OFFER YOGA ROOM

By LISA RATHKE — Jan. 22, 2013 10:05 AM EST

Home » Burlington » Burlington, Vt., airport latest to offer yoga room

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Released Vt. sex offender can't find place to live

Futures mixed after jobs report

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USA TODAY

Breast-feeding gets boost with airport lactation station

The Mamava pod grew out of the founders' frustration with finding a place to use a breast pump, feed their babies while traveling.



Maggie Lindsay, left, holds 4-month-old Cassie alongside Nikki Dryden and 5-month-old Eloise, all of Burlington, Vt., while exploring a new Mamava lactation station Aug. 25, 2013, at Burlington International Airport. (Photo: Emily McManamy, The Burlington (Vt.) Free Press)

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CONNECT TWEET LINKEDIN COMMENT EMAIL MORE

SOUTH BURLINGTON, Vt. — A Burlington company has opened its first breast-feeding and pumping station at Burlington International Airport, hoping to replicate the experience at airports and workplaces across the country.

Mamava co-founders Sascha Mayer and Christine Dodson have dealt with the difficulties of trying to breast-feed their babies and travel, both for work and recreation. Mayer remembers trying to use a breast pump in an airport bathroom, not a pleasant experience.



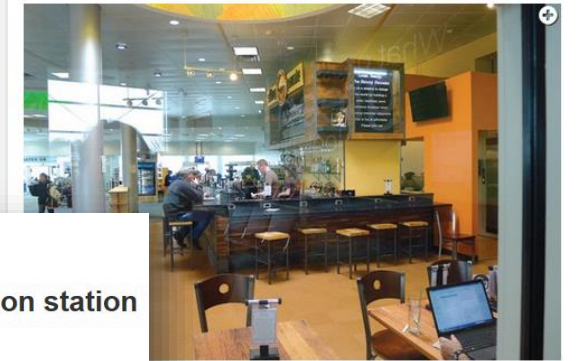
FOOD + DRINK + FOOD NEWS MARCH 13, 2013

Like 0 Tweet Pin It Email Print Favorite Share

Skinny Pancake Opens at Burlington International Airport

Side Dishes

By CORIN HIRSCH @LATESUPPER



BTV Gives Back

Community Outreach:

- Make-A-Wish Flights
- Weddings
- Vermont Refugee Resettlement -Fashion Show
- A-New Place Rock-Paper-Scissor Tournament
- Local Art Exhibits
- 'Purrres for Paws' – A Fundraiser for the Chittenden County Humane Society
- Pulling for Hope – A fundraiser for the American Cancer Society
- Lund Prom and Fall Ballgame
- jetBlue Dream Flight
- Champlain College – Interactive Art
- Girl Scout – Cookies Sales



Overview of Non-Airline Revenues

The following contracts have been renegotiated:

- Car Rental
- Food & Beverage
- News & Gifts



Revenue Enhancements: Car Rental Agreements

- Car rental 5 year lease agreements signed in 2015 - Approximately \$20 Million in Gross Sales
- Increased MAG approximately 3% since new lease
- Currently served by:
 - Avis / Budget
 - Hertz
 - Enterprise
 - National / Alamo
 - Dollar
- Off airport rental fees of 6.5%
 - Thrifty – Additional \$100,000 in Airport Revenues



Revenue Enhancements: Food & Beverage Concessions

Skinny Pancake serves BTV in three locations

- Gross revenue **approaches \$3 million dollars** a year
- \$750,000 investment in facilities
- Facilities continue to make improvements to increase sales
- Successful Local Burlington Concessionaire
- Emphasis on local organic fresh produce and farm to table
- Facilities serve award winning local beer and spirits



Revenue Enhancements: News & Gift Concessions



- Exceeds **\$2.1 million** a year in gross revenue, 3% increase over 2016
- News & Gift contract expires 2028
- Current concessionaire is Hudson News in three locations
 - Sales exceed 50% Vermont Products
 - Extensive infrastructure remodeling
- Airport is focusing on expanding news and gift options

Financial Metrics



Historical Revenues

Fiscal Year Ended June 30

(\$000)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Airline Revenues					
Terminal Revenues	\$2,069	\$2,114	\$2,237	\$2,447	\$2,619
Landing Fee Revenues	1,769	1,623	1,501	1,630	1,671
Total Airline Revenues	3,838	3,737	3,738	4,077	4,290
Non-Airline Revenues					
Parking Lot / Garage	7,050	5,870	5,894	5,742	5,407
Car Rental Concessions	1,736	1,868	2,119	2,114	1,911
Terminal & Airfield Concessions	623	-	-	-	-
Terminal Concessions	-	469	657	670	654
Terminal Non Airline Rent	-	510	538	578	580
Building and Ground Rent	1,000	1,223	1,247	1,329	1,274
Other Non- Airline Revenues	793	798	748	919	958
Total Non-Airline Operating Revenues	11,202	10,738	11,203	11,352	10,784
CFC Revenues¹		1,155	1,267	1,211	1,229
Total Operating Revenues	\$15,040	\$15,630	\$16,208	\$16,640	\$16,303
Y-O-Y Operating Revenue Growth	6.4%	3.9%	3.7%	2.7%	-2.0%
PFC Revenues	\$2,694	\$2,285	\$2,586	\$2,391	\$2,321

¹ Prior to FY 2013, CFC Revenues were included as part of Parking Lot / Garage Revenues

Historical Expenses

Fiscal Year Ended June 30

(\$000)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Operating Expenses					
Salaries and Other Compensation	\$2,395	\$2,362	\$2,321	\$2,463	\$2,530
Employee Benefits	955	1,280	1,090	1,145	1,518
Professional Contracts	639	780	952	904	937
Service Contracts	2,011	1,605	1,626	1,563	1,478
Insurance	185	198	231	245	235
Utility Expenses	1,146	1,146	1,227	1,319	1,232
Travel, Training, Fees for Service	-	98	92	69	58
Advertising, PR, Travel & Subscriptions	311	-	-	19	1
Computer	89	-	-	-	-
Supplies, Postage, & Computers	-	140	194	160	210
Small Tools, Equipment, Fuel, De-Icer	-	287	1,080	307	157
Repairs and Maintenance	-	441	572	712	858
Materials, Supplies & Permits	652	-	-	24	78
Indirect Fees City - HR, Payroll, Legal, Finance	1,527	431	390	413	354
BPD/ Airport Security	-	1,109	1,142	1,063	1,014
Property Tax & Regulatory & Bank Fees	1,349	1,754	1,591	1,611	1,455
Total Operating Expenses	\$11,259	\$11,630	\$12,508	\$12,017	\$12,115
Y-O-Y Operating Expense Growth	3.5%	3.3%	7.5%	-4.0%	0.8%
Y-O-Y Operating Revenue Growth	6.4%	3.9%	3.7%	2.7%	-2.0%

Fund Balances and Liquidity (000s)

Fiscal Year Ended June 30

Fund Balances	2012	2013	2014	2015	2016
Unrestricted Cash ³	\$19	\$167	\$1,440	\$2,442	\$4,271
O & M Reserve	1,472	3,101	3,155	3,288	3,295
Renewal and Replacement Reserve	215	215	215	215	216
PFCs	2,498	1,967	1,242	1,955	2,685
PFC Rolling Coverage	485	485	486	487	488
Debt Service Reserve Fund ¹	4,600	4,351	4,047	3,740	3,782
Bond Debt Service Reserve ²	3,453	2,846	3,798	2,558	2,882
BAN Reserve	388	-	-	-	-
Grant Anticipation Note Reserve	500	300	-	-	-
Total Reserves and Unrestricted Cash	\$13,630	\$13,432	\$14,383	\$14,685	\$17,619

¹ Prior to FY 2012, a portion of the DSRF requirement was funded with DSRF sureties

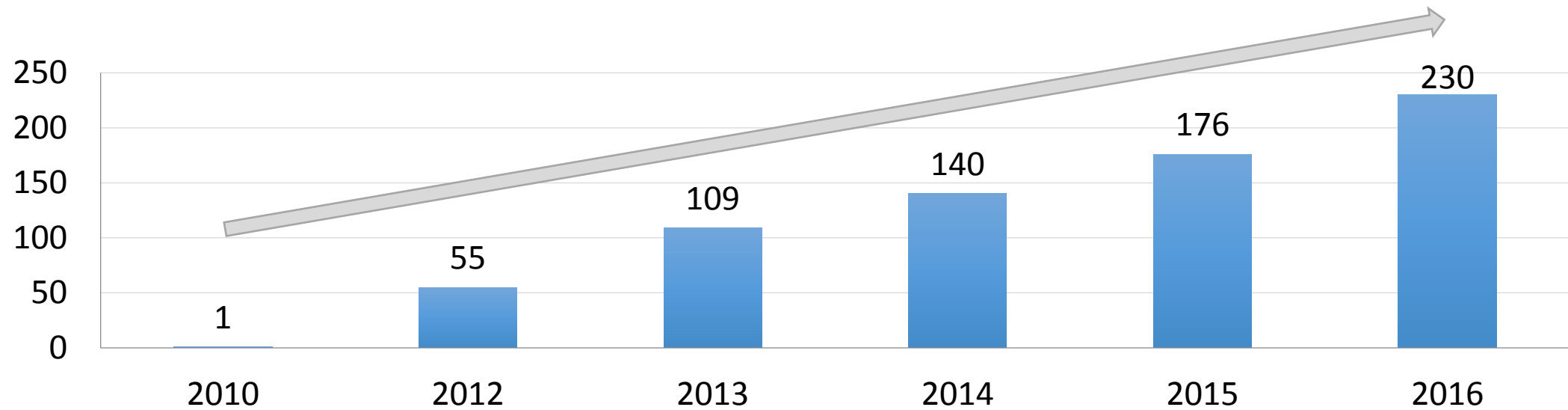
² Represents 1/6 Interest and 1/12 Principal Payments

³ Includes \$1,146 in CFC Funds are intended to be used for additional RAC facilities

Days Cash on Hand

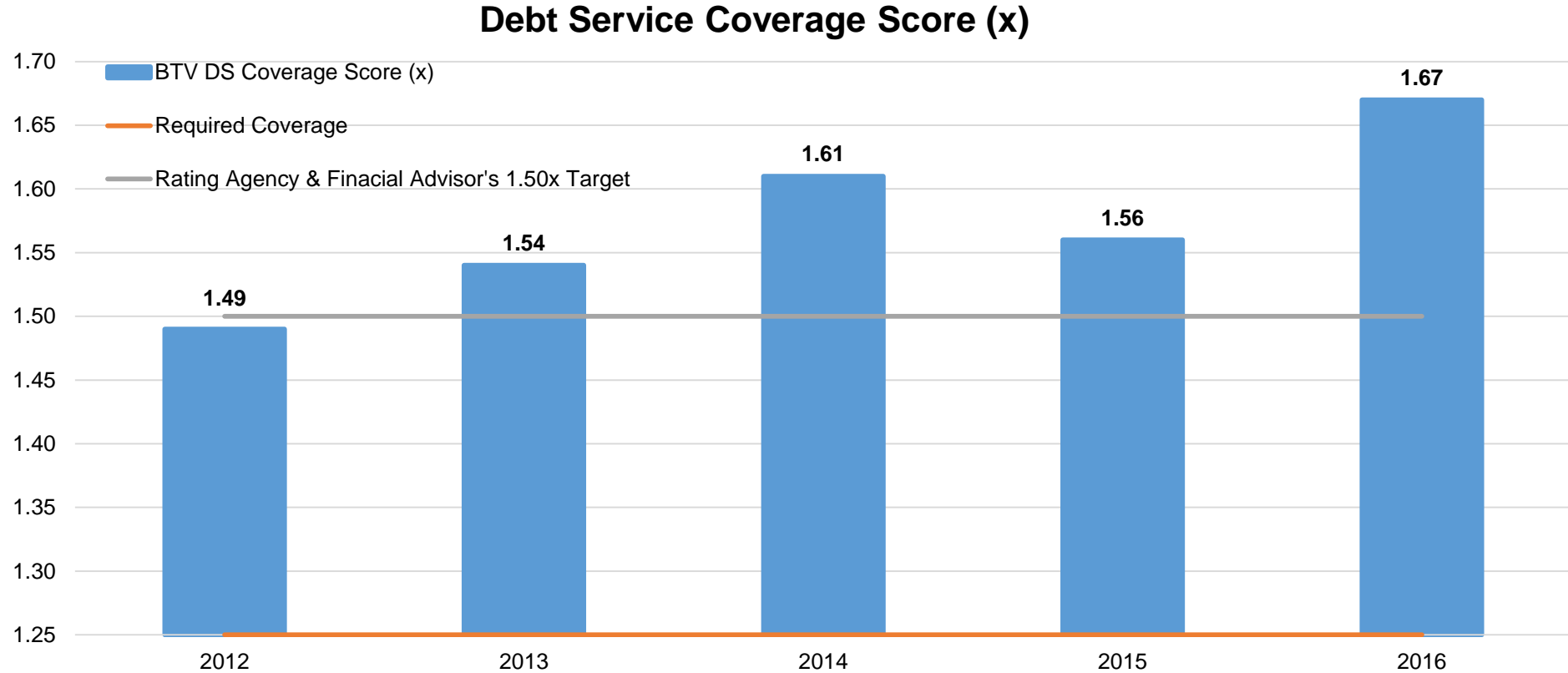
Fiscal Year Ended June 30

Fund Balances (\$000)	2010	2012	2013	2014	2015	2016
Unrestricted Cash	15	\$19	\$167	\$1,440	\$2,442	\$4,271
O & M Reserve	-	1,472	3,101	3,155	3,288	3,295
Renewal and Replacement Reserve	-	215	215	215	215	216
Total Reserves and Unrestricted Cash	15	\$1,706	\$3,483	\$4,810	\$5,945	\$7,782
Operating Expenses	\$10,456	\$11,259	\$11,631	\$12,508	\$12,347	\$12,376
Daily Budget	\$28.65	\$30.9	\$31.9	\$34.3	\$33.83	\$33.91
Days Cash on Hand	1	55	109	140	176	230



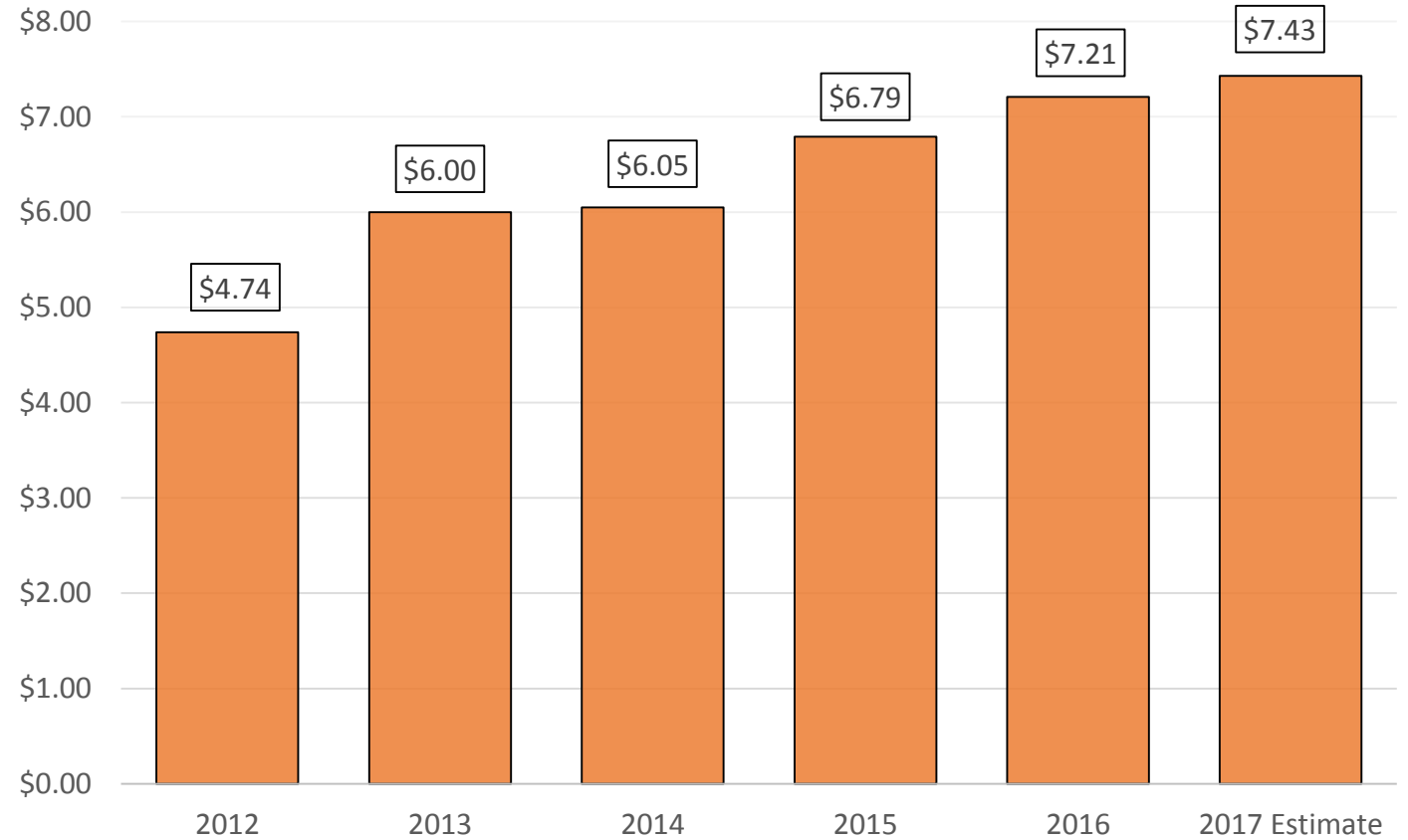
Debt Service Coverage Score Continues to Improve

Debt Service Score Meeting or Exceeding Rating Agencies & Financial Advisors 1.50x Target for 4 Straight Years - On Target for 2017



Cost Per Enplaned Passenger Remains Competitive

- Subsidy to airlines as a % of CPE has decreased in 2013, 2014 and 2015
- July 1, 2016 - 10.7% increase in the terminal rent rate



**Source: 2017 Estimate – Ricondo, 2014*

Airport Capital Development Program

Fiscal Year 2016/2017 Projects:

- **Upgrade Terminal Apron Glycol Treatment System** (\$2.4M) The existing terminal apron glycol treatment system requires upgrades, including installation of a holding tank and larger pipes and pumps, to meet increasingly stringent state stormwater regulations.
- **Air Carrier Apron Rehabilitation Phase 3** (\$3.7M) Our terminal apron needs to be replaced and has been designed as a 9 phase project. Phase 3 construction replaces apron areas adjacent to gates 8, 8A, and 11 (approximately 13,100 s.y.).
- **Taxiway Gulf** (\$16M) This taxiway is BTV's oldest taxiway. This anticipated grant will initiate the relocation and improvement of a wider taxiway. This is the second phase of three for this taxiway upgrade.
- **New Quick Turn-Around (QTA) Facility** (\$5.5M) In 2017, BTV will start construction of a new Quick Turn-around Facility for the car rental companies. Construction will continue into 2018 and will be phased such that the demolition of the existing building will occur after the new building is in place. In 2015, the airport executed a lease agreement with the car rental companies which supports the use of CFC funds to build the new QTA facility.
- **Noise Mitigation/Land Acquisition Project** (\$17.9M) For over ten years the Airport has been participating in a Noise Mitigation Program with the surrounding neighborhood. Parcels within the 73 dnl contours are eligible for a home buy-out program. This years land program includes purchase and demolition of 44 homes.
- **NCP Study Update** (\$450K) FAA grant to update the existing Noise Compatibility Program (NCP) to incorporate additional mitigation strategies in lieu of acquisitions. The above acquisition grant is projected to be the last, before we start implementing other strategies
- **Master Plan Update** (\$1M) Potential FAA grant funding in calendar year 2017.



Airport Capital Development Program

Fiscal Year Ended June 30

(\$,000)	TOTAL	FY2016	FY2017	FY2018	FY2019
CIP Projects:					
Land Acquisition/Environmental	23,787	3,167	9,500	8,870	2,250
Airfield Projects	37,980	2,280	22,500	11,500	1,700
Terminal Area Projects	7,928	2,428	2,000	1,700	1,800
Planning/Studies	2,050	-	250	1,800	-
PFC Projects	5,691	41	1,350	2,800	1,500
Total CIP Projects	77,436	7,916	35,600	26,670	7,250
Major Maintenance Projects:					
Quick Turnaround Building (QTA)	6,006	506	300	5,200	-
Building Improvement Program	1,337	137	250	800	150
Grounds Improvement Program	290	40	50	100	100
Operating Equipment Program	527	127	100	150	150
Maintenance Equipment Program	335	35	100	100	100
Total Major Maintenance Projects	8,495	845	800	6,350	500
Total Airport Capital Development	\$85,931	\$8,761	\$36,400	\$33,020	\$7,750

Airport Capital Program Revenue Sources

No additional debt is required to fund the CIP

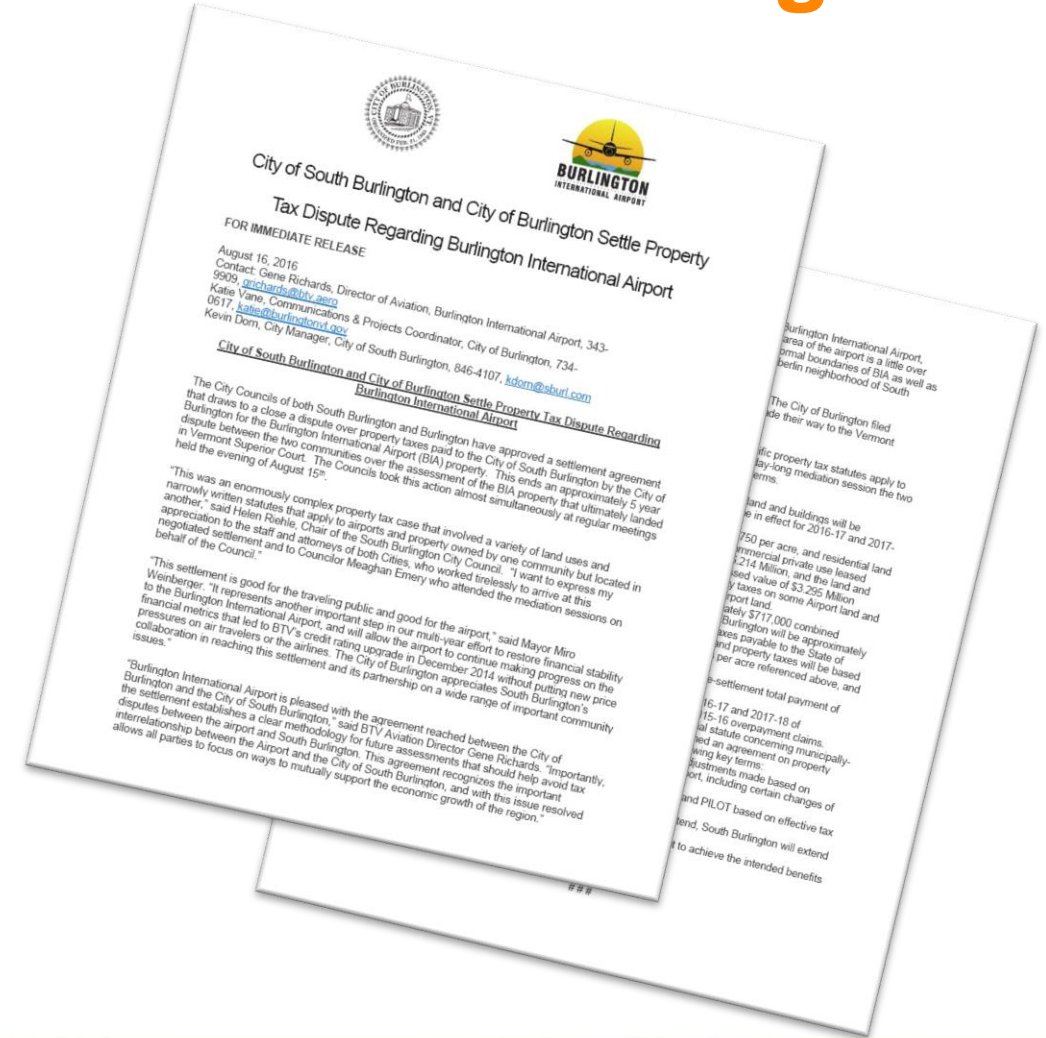
Fiscal Year Ended June 30

(\$,000)	TOTAL	FY2016	FY2017	FY2018	FY2019
CIP Projects:					
AIP Entitlement	14,000	3,500	3,500	3,500	3,500
AIP Discretionary	50,536	3,588	27,325	17,983	1,640
State 6% share	4,302	472	2,055	1,432	343
Local 4% share	2,868	315	1,370	955	228
Total AIP Funded	71,706	7,875	34,250	23,870	5,711
PFC Funding	5,730	41	1,350	2,800	1,539
Total CIP Projects	77,436	7,916	35,600	26,670	7,250
Major Maintenance Projects:					
<i>Source of Funding is Operation Budget & CFC</i>					
Quick Turnaround Building (QTA)	6,006	506	300	5,200	-
Building Improvement Program	1,337	137	250	800	150
Grounds Improvement Program	290	40	50	100	100
Operating Equipment Program	527	127	100	150	150
Maintenance Equipment Program	335	35	100	100	100
Total Major Maintenance Projects	8,495	845	800	6,350	500
Total Airport Capital Development	\$85,931	\$8,761	\$36,400	\$33,020	\$7,750

Successful Tax Settlement With South Burlington

Tax savings for FY17 – Approximately \$800,000
46% decrease in tax budget

- Tax calculation methodology set, agreement in effect until **2028**
- Assessed value reduced to \$52 Million, from \$77 Million
- Credit will be received for FY17 and FY18 of \$59,000 each year for overpayments
- Valuation of Airport land reduced to \$25,000/acre and residential to \$280,000/acre
- City of Burlington/Airport and South Burlington Officials resolved tax litigation during mediation
- Reduces financial pressures on expenditures and helps reallocate funds to appropriate Airport uses



Residual Airline Use Agreement Executed

Airport and Airlines Negotiated a New Agreement Effective Fiscal Year 2017

- Provides Residual Rate Structure
- True-Up Calculation Occurs With The Following:
 - 200 Days Cash on Hand
 - 1.5x Debt-Service-Ratio
 - Only 50% of Over Payments Credited
- Low Volume Calculation Methodology
 - 5% Market Share
- 125% Non-Signatory Rate

jetBlue





BURLINGTON
INTERNATIONAL AIRPORT

Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, Vermont 05403



BURLINGTON INTERNATIONAL AIRPORT

MEMO

TO: City of Burlington, Board of Finance

FROM: Burlington International Airport Staff

DATE: March 10, 2017

SUBJECT: Parking Garage Repairs Contract with Hoyle Tanner & Associates

The Burlington International Airport (BTV) seeks City of Burlington Board of Finance approval to enter into and execute a contract with Hoyle, Tanner & Associates, Inc. in the amount of **\$55,032.00** for the Calendar Year (CY) 17 Parking Garage Repairs Project, subject to and with the contract made contingent on the appropriation in the FY 18 Airport Budget of an amount necessary to provide this level of funding, and also authorize the use of an additional 15% contingency in the amount of \$8,255 if needed for completion of the project as presented.

Hoyle, Tanner & Associates, Inc. (HTA) was one of several engineering and planning consultants selected by the Airport in April, 2014 during a prequalification process. The Airport had previously contracted with HTA to develop a set of plans and specifications for parking garage repairs that were dated January 2015. The repair work was put on hold due to budgetary constraints. With available funding in 2017, the Airport would like to move forward with this work.

The scope of work associated with the 2017 parking garage repairs includes the following professional engineering services:

- Perform an initial engineering assessment to ensure that the 2015 plans and specifications still include the top priority projects
- Final plan and specification development for repairs
- Bid and construction phase services, and
- Long range asset management financial planning assistance.

This contract is pending approval (and recommendation for approval to the Board of Finance) by the Board of Airport Commissioners on March 20, 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



125 College Street, 4th Floor
Burlington, Vermont 05401
802-860-1331
www.hoyletanner.com

February 1, 2017

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

RE: 2017 Parking Garage Repairs
Burlington International Airport

Dear Ms. Clayton:

Hoyle, Tanner & Associates, Inc. (Hoyle, Tanner) is pleased to submit our Proposal for your consideration.

Project Description

Based upon the information you have provided us, we understand that you require professional engineering services to assist in engineering assessment, final plans development, bid and construction phase services, and asset planning assistance. This proposal will become an agreement for the services described below when signed by both parties.

General Scope of Services

Hoyle, Tanner will provide the services outlined in Attachment A to this proposal for the project described above.

Basis of Payment

We propose to provide the services described in the scope of services above for a standard hourly rates method of payment of fifty-five thousand thirty-two and 00/100 dollars (\$55,032.00), as detailed in Attachment B. You will be notified in advance if the scope of services changes to the extent that the fee needs to be adjusted.

Standard City of Burlington Contract Documents

The City of Burlington Standard Contract Language, Living Wage Ordinance Certification of Compliance, and the Federal Aviation Administration (FAA) Contract Provisions, all included in the Attachment C - Standard Contract Documents will apply and are made a part of this Agreement.

Authorization

This Proposal and Attachments A, B and C constitute the entire AGREEMENT between Burlington International Airport, the client, and Hoyle, Tanner. If acceptable, this Proposal may be executed as an

AGREEMENT by signing returning one copy to us.

This Proposal is a professional service prepared by Hoyle, Tanner for consideration by Burlington International Airport. Its contents shall not be reproduced, divulged, or transmitted to parties other than the Burlington International Airport, in whole or in part, without the express written permission of Hoyle, Tanner.

We look forward to the opportunity to provide professional engineering services to you on this project. Please do not hesitate to call us if you have any questions or comments regarding this Proposal.

Sincerely,

HOYLE, TANNER & ASSOCIATES, INC.

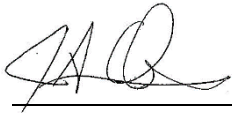
A handwritten signature in black ink, appearing to read 'JAO', written in a cursive style.

Jon A. Olin, P.E.
Associate

AGREEMENT

**BURLINGTON INTERNATIONAL AIRPORT
2017 Parking Garage Repairs**

For **HOYLE, TANNER & ASSOCIATES, INC.:**



Jon A. Olin, P.E.
Associate

February 1, 2017

Date

For **BURLINGTON INTERNATIONAL AIRPORT**

Please proceed with the project as detailed in the letter dated February 1, 2017 from Jon A. Olin, P.E. to Amanda Clayton, P.E.

Gene Richards, III
Director of Aviation

Date

ATTACHMENTS:

Attachment A – Scope of Work

Attachment B – Cost Estimate

Attachment C – Standard Contract Documents

- City of Burlington Standard Contract Provisions
- Livable Wage Ordinance Certification of Compliance – Signed
- FAA Contract Provisions

ATTACHMENT A

Scope of Services

ATTACHMENT A Scope of Services

Engineering Study Phase

Consultant shall:

- S-1. Obtain and review existing data (plans, reports, past repairs, expense information, etc.) from the Client files.
- S-2. Perform a site visit to observe existing conditions and obtain existing data (field measurements, photography, etc.).
- S-3. Perform Assessment and prioritization schedule of large repairs and maintenance items.
- S-4. Prepare a cost estimate of repair/maintenance work based on measured values of garage components (e.g. joint sealant, expansion joints, double tee beams, etc.)
- S-5. Prepare a capital repair/maintenance planning tool projecting the large cost repair/replacement items for the garage over a 50-year life cycle.
- S-6. Attend one meeting with the Client to review the capital planning tool and recommendations for short term and long term asset management and associated budgetary planning.
- S-7. Provide overall project management including scheduling, client coordination and allocation of resources.

Final Design Phase

Consultant shall:

- F-1. Perform a site visit to obtain existing data (field measurements, photography, etc.) for the purposes of developing repair details for the selected 2017 repair items. We anticipate being able to perform this work from a ladder, with no need to relocate parked vehicles.
- F-2. Prepare Final Plans, Specifications and an Estimate of Probable Construction Costs and submit to the Client for review and comment.
- F-3. Attend one meeting with Client to review our preliminary submittal and obtain review comments.
- F-4. Prepare Contract Documents (plans and specifications) for bidding purposes.
- F-5. Provide overall project management including scheduling, client coordination and allocation of resources.

Bid Phase

Consultant shall:

- B-1. Prepare and provide Client with an "Advertisement for Bids" and assist Client with advertising the project for construction.
- B-2. Distribute sets of contract documents to the Client, prospective bidders and construction reporting agencies; and maintain records of prospective bidders and bid documents issued.
- B-3. Attend and conduct a pre-bid meeting at Client offices.
- B-4. Issue addenda (if necessary) to interpret or clarify bidding documents.
- B-5. Review bids, bid bonds and other bid documents submitted for compliance with bid requirements. Prepare a bid summary and assist Client with evaluation of bids.
- B-6. Prepare Notice of Award for Client signature and issuance to the Contractor.
- B-7. Review contractor bonds and certificates of insurance for compliance with Contract Documents.
- B-8. Prepare and distribute Agreement between Client and Contractor.

Construction Phase

Consultant shall:

- C-1. Prepare Notice to Proceed (NTP) for Client signature and issuance to the Contractor.
- C-2. Coordinate, attend and lead a Pre-Construction Meeting at Client Offices and prepare meeting minutes.
- C-3. Provide construction contract administration, shop drawing / product submittal reviews.
- C-4. Perform site visits to observe the progress of the construction work for conformance with the contract documents. Summarize our observations by filling out daily reports of those times while on site.
- C-5. Provide on-call consultation to address Contractor or Client questions or concerns and provide clarification to contract documents.
- C-6. Review Contractor's measurement and documentation of quantities and assist in reviewing applications for payment submitted by the Contractor.
- C-7. Engage and coordinate the services of a subconsultant materials testing firm and review testing reports.

- C-8. Assist in Contractor close-out operations including one final field observation and preparation of a "punch-list" of outstanding work items to be completed by the Contractor.
- C-9. Review Contractor prepared "Record" drawings (prints).
- C-10. Provide overall project management including scheduling, client coordination and allocation of resources.

Assumptions

Consultant assumes:
(Study Phase Assumptions)

- The intent of the assessment and capital planning tool is not a full in-depth inspection and conditions assessment report, but is intended to identify the current garage issues and conditions of large cost replacement items for the purposes of planning and prioritizing work over the next several years. Findings will be summarized in a tabular format.
- Sampling, testing, and survey services will not be required for this project.

(Design Phase Assumptions)

- Traffic Control plans shall be provided by the Contractor. Design plans shall include notes for Traffic Control and work sequencing requirements.
- Permits will not be required for this work.
- The contract plans will consist of approximately 8 sheets and will include the following:
 - Title Sheet
 - Construction Notes and Quantities
 - Location Plans (3 levels) – 3 sheets
 - Typical Repair Plans – 3 sheets
- Bidding Requirements, Contract Documents and Technical Specifications developed for the project will be based upon Hoyle, Tanner's standard for parking garages which has been used for the 2016 City of Burlington Municipal Garage Repairs, and has been reviewed by City Attorneys. Excessive deviations from this standard requested by the Client may require a fee amendment.

(Bid and Construction Phase Assumptions)

- The cost of up to 5 sets of Contract Documents for distribution to the Client **and construction reporting agencies** is included in the estimate amount of this proposal as indicated herein.
- The proposal assumes a maximum of 2 minor addendums will be issued.
- Contract Documents will consist of a bound book entitled "Bidding Requirements Contract Documents and Technical Specifications" and half-size (11" x 17") paper plans.

- Shop drawings and working drawing reviews are assumed to include a maximum of two reviews of the following:
 - Traffic Control Plan
 - Concrete Mix Designs
 - Expansion Joint
 - Other – sealant/membrane material submittals
- Review and approval of shop drawings and/or working drawings does not extend to the means and methods of construction nor to safety precautions and programs of the Contractor.
- Hoyle, Tanner will arrange for a construction testing agency to perform material testing of cast-in-place concrete. All concrete materials will be tested by personnel certified by the NETTCP, the American Concrete Institute as appropriate. We intend to use Vermont Testing from Waterbury, VT for these services. An estimate of the cost for these services is included in our estimate of fee and reimbursable expenses indicated in Exhibit C.
- Advertising the project for bidding will occur in the Winter/Spring of 2017.
- The Contractor's construction contract will have a duration of 60 calendar days (8 weeks) to achieve substantial completion and an additional 30 days (which equates to a project total of 14 calendar days or 2 weeks) to achieve final completion starting during the summer or fall of 2017 with all on-site work occurring between 7 AM to 7 PM, Monday through Friday.
- A total of 12 site visits during construction have been assumed. For part-time construction observation the Consultant cannot state that the Contractor's work, which was not visible to the Consultant during the site visit, is or is not in compliance with the Contract Documents.
- Our on-call consultation services by staff members will be based on the contractor's full contract duration of 74 calendar days (10 weeks) to achieve final completion. On average, 2 hours of on-call consultation will be required per week.
- Dispute resolution during construction between Client and Contractor will not include mediation, arbitration or litigation. Dispute resolution will be solely handled between the Client, Contractor and Engineer as necessary. Should the dispute resolution escalate to a point where mediation, arbitration or litigation is required, Hoyle, Tanner's fees and rates may be renegotiated should Client require participation in the proceedings.
- Consultant shall not be responsible for acts or omissions of the Contractor(s).
- Consultant shall not be responsible for site security or site safety.
- Consultant shall not be responsible for failure of the Contractor to construct the project in accordance with the construction Contract documents.
- Approval of payment to Contractor represents the Consultants judgment based on information available and does not mean the Consultant has performed an exhaustive inspection of the Contractor's work; nor does recommendation of payment impose any

responsibility on Consultant to supervise or direct any activities of the Contractor, nor any responsibility for the Contractor's means and methods, safety programs or compliance with laws and regulations.

ATTACHMENT B

Fee Estimate

BILLING RATE ESTIMATE

CLIENT : Burlington International Airport (BIA)
 PROJECT: 2017 Parking Garage Repairs & Planning
 PROJECT #: TBD
 DATE: 1/9/2017

BIA Parking Garage - 2017 Repairs & Planning

Calc. By: JAO
 Check By: STJ

TASK DESCRIPTIONS	MANHOURS BY BILLING RATE CLASSIFICATION (\$/Hour)						TOTAL HOURS	TOTAL BILLING RATE COSTS
	PROJECT MANAGER II \$165.00	PROJECT MANAGER I \$146.00	ENGINEER III \$113.00	ENGINEER II \$104.00	CADD TECHNICIAN II \$97.00	ADMINISTRATIVE PROFESSIONAL I \$80.00		
							0	\$0.00
S-1 Obtain and Review Existing Data			2	2			4	\$500.00
S-2 Site Visit			8	10			18	\$2,208.00
S-3 Assessment & Prioritization of Identified Repairs			2	8			10	\$1,124.00
S-4 Cost Estimate of Identified Repairs/Replacements			4	20			24	\$2,664.00
S-5 Capital Planning Tool for Repairs/Maintenance	1	4		12			17	\$1,997.00
S-6 Meet with Client			6				6	\$876.00
S-7 Project Management	1	6				2	9	\$1,201.00
							0	\$0.00
F-1 Site Visit for Repair Details			8	10			18	\$2,208.00
F-2 Final Documents:							0	\$0.00
Plans			4	16	24		44	\$4,576.00
Specifications			12	4		4	20	\$2,488.00
Estimate			2	10			12	\$1,332.00
QC Review				8			8	\$904.00
F-3 Meet with Client			6				6	\$876.00
F-4 Contract Documents for Bidding	1	4		8	8		21	\$2,357.00
F-5 Project Management	1	6				2	9	\$1,201.00
							0	\$0.00
B-1 Prepare Advertisement for Bids			2			2	4	\$452.00
B-2 Manage / Distribute Bid Documents			1			10	11	\$946.00
B-3 Pre-bid meeting			4	6			10	\$1,208.00
B-4 Issue addenda			2	8			10	\$1,124.00
B-5 Bid Summary	1	2				4	7	\$777.00
B-6 Notice of Award			1			1	2	\$226.00
B-7 Review contractor bonds and certificates			1			1	2	\$226.00
B-8 Prepare and distribute Agreement			1			2	3	\$306.00
							0	\$0.00
C-1 Prepare Notice to Proceed			1			1	2	\$226.00
C-2 Pre-Contstruction meeting			6	8			14	\$1,708.00
C-3 Shop Drawing / Submittal Review			4	16		8	28	\$2,888.00
C-4 Site Visits (12)			12	72			84	\$9,240.00
C-5 On-call Consultation			4	20			24	\$2,664.00
C-6 Review Payment Applications			2	12			14	\$1,540.00
C-7 Coordinate Testing Services			1	2			3	\$354.00
C-8 Final Inspection & Punch List	1	4		12			17	\$1,997.00
C-9 Review record drawings			1	2			3	\$354.00
C-10 Project Management	1	8				2	11	\$1,493.00
							0	\$0.00
TOTAL MANHOURS	7	131	8	258	32	39	475	
TOTAL BILLING RATE COSTS	\$1,155.00	\$19,126.00	\$904.00	\$26,832.00	\$3,104.00	\$3,120.00		\$54,241.00

REIMBURSABLE EXPENSES:

TRAVEL- MILEAGE, ETC.	\$123
POSTAGE & COMMUNICATION	\$0
PRINTING	\$150
LODGING AND MEALS	\$0
TESTING EQUIPMENT RENTAL	\$0
Other	\$0
SUBTOTAL:	\$273

TOTAL BILLING RATE COSTS

\$54,241

SUBCONSULTANTS:

Concrete Testing	\$493
(SUBCONSULTANT)	\$0
(SUBCONSULTANT)	\$0
(SUBCONSULTANT)	\$0
(SUBCONSULTANT)	\$0
SUBTOTAL:	\$493

SUBCONSULTANTS:

includes admin. Fee of 5% \$518

SUBTOTAL BILLING RATE COSTS, SUBCONSULTANTS:

\$54,759

REIMBURSABLE EXPENSES:

includes admin. fee of 0% \$273

TOTAL:

\$55,032

ATTACHMENT C

City of Burlington Standard Contract Provisions

***Livable Wage Ordinance Certification of Compliance –
Signed***

FAA Contract Provisions

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

City of Burlington Contract Provisions

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.

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

City of Burlington Contract Provisions

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.

City of Burlington Contract Provisions

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

City of Burlington Contract Provisions

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.

City of Burlington Contract Provisions

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, Matthew J. Low, on behalf of Hoyle, Tanner & Associates, Inc. ("the Contractor") in connection with a contract for Burlington International Airport – 2017 Parking Garage Repair 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;

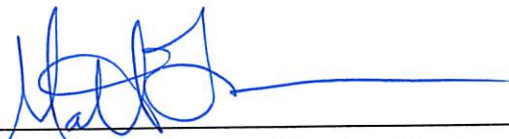
(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(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 1/13/2017

By: 

Matthew J. Low, Senior Vice President
Hoyle, Tanner & Associates, Inc.

Subscribed and sworn to before me:

Date 1/13/2017


Notary

JUDITH DONOVAN HANN, Notary Public
My Commission Expires May 23, 2017



**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 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

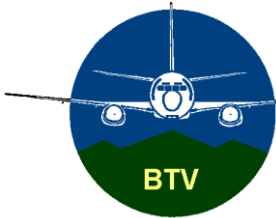
Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative and supervisory positions, applies to covered veterans (as defined under §47112(c)) only when they are readily available and qualified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

TO: City of Burlington, Board of Finance

FROM: Burlington International Airport Staff

DATE: March 15, 2017

SUBJECT: Underground Injection Control (UIC) Permit Management Services

The Burlington International Airport (BTV) seeks City of Burlington Board of Finance approval to enter into and execute a contract with Stantec Consulting Services, Inc. in the amount of **\$93,662.00** for Annual Underground Injection Control (UIC) Permit Management Services, subject to and with the contract made contingent on the appropriation in the FY 18 Airport Budget of an amount necessary to provide this level of funding, and also authorize the use of an additional 15% contingency in the amount of \$14,050 if needed for completion of the project as presented. The contract period is specified as April 1, 2017 through March 31, 2018.

Stantec was one of several engineering and planning consultants selected by the Airport in April, 2014 during a prequalification process. The Airport has previously contracted with Stantec for UIC Permit Management Services in 2016 for this scope of work that is required annually on BTV's four permitted UIC systems.

The UIC Permit Management services include ground water monitoring and reporting due in the spring and fall of every year, as well as UIC system inspections and reporting due every summer, for all four permitted systems. The scope of work also includes permit renewal submissions for UIC permits that expire, and general support for issues that may arise from the permitting agency or within the monitoring and inspection reports.

This contract is pending approval (and recommendation for approval to the Board of Finance) by the Board of Airport Commissioners on March 20, 2017.

Thank you for your continued support.

1200 Airport Drive, #1
South Burlington, Vermont 05403

Phone: (802)-863-2874 (TTY)
Fax: (802)-863-1526

**CITY OF BURLINGTON,
BURLINGTON INTERNATIONAL AIRPORT
CONTRACT AGREEMENT
FOR ENGINEERING SERVICES
with
STANTEC CONSULTING SERVICES, INC.**

THIS AGREEMENT is made this _____ day of _____, 2017, by and between the City of Burlington, Burlington International Airport hereinafter referred to as the CITY and Stantec Consulting Services Inc., a Vermont corporation, with its principal place of business at 55 Green Mountain Drive, South Burlington, VT, hereinafter referred to as the CONTRACTOR.

The CITY wishes to employ the CONTRACTOR for Underground Injection Control (UIC) Permit Management Services at the Burlington International Airport.

WHEREAS the CONTRACTOR is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONTRACTOR shall provide services necessary to ensure the successful UIC Permit compliance as set forth in ATTACHMENT B – Proposal for 2017 UIC Permit Management Services which is incorporated herein and made a part of this Agreement.

Should it become necessary for the CONTRACTOR to procure sub-contractor services, this selection will be subject to approval of the CITY. It is expected that any solicitations by the CONTRACTOR will include reference to the CITY'S Livable Wage Ordinance.

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective April 1, 2017 and shall be completed on or before March 31, 2018.

3. AGREEMENT FEE

A. General. The CITY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to accept as full compensation for performance of all services and expenses (including those of sub-contractors) encompassed under this Agreement, payment submitted to the CITY in CONTRACTOR’S Cost Proposal dated February 28, 2017.

B. Maximum Limiting Amount. The total amount to be paid to the CONTRACTOR for all services shall not exceed an amount of \$93,662 without duly authorized written approval.

4. ATTACHMENTS

The following attachments are adopted by reference and made part of this Agreement:

ATTACHMENT A - CITY/CONTRACTOR Contract Provisions

ATTACHMENT B - CONTRACTOR’S Proposal for 2017 UIC Permit Management Services dated February 28, 2017.

ATTACHMENT C – CONTRACTOR’S subconsultant, Vanasse Hangen Brustlin’s (VHB), Proposed Scope of Services dated January 26, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

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

By: _____
Gregory A. Edwards, Senior Principal

Date: _____

City of Burlington, Vermont

By: _____
Gene Richards, III, Director of Aviation

Date: _____

ATTACHMENT A - CITY/CONTRACTOR 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 negligent acts and/or omissions in the performance of this contract. The Municipality is responsible for its own actions. The CONTRACTOR is not obligated to defend or 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 and professional liability) 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 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 Claim

- (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.

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 and upon full payment; provided CONTRACTOR may reuse on future work any of its standard specifications, details or designs.

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; provided, the parties are not waiving rights to seek further recourse as deemed necessary through the courts.

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.

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

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, CONTRACTOR will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

FIELD SERVICES: CONTRACTOR shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any CONTRACTOR's failure to carry out the work in accordance with the contract documents. CONTRACTOR shall not be responsible for the acts or omissions of any CONTRACTOR, SUBCONTRACTOR, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. CONTRACTOR shall not be the prime CONTRACTOR or similar under any occupational health and safety legislation.

LIMITATION OF LIABILITY: The CITY releases CONTRACTOR from any liability and agrees to defend, indemnify and hold CONTRACTOR harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence of CONTRACTOR. It is further agreed that the total amount of all claims the CITY may have against CONTRACTOR under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the insurance limits required herein. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against CONTRACTOR and not against any of CONTRACTOR's employees, officers or directors.

WAIVER OF CONSEQUENTIAL DAMAGES: CITY or CONTRACTOR's liability with respect to any claims arising out of this AGREEMENT shall be limited to direct damages arising out of the SERVICES and neither party shall bear any liability whatsoever for any consequential loss, injury or damage incurred by the other, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

OPINIONS OF PROBABLE CONSTRUCTION COST

CONTRACTOR's opinions of probable construction costs, otherwise known as cost estimates, engineer's estimates, or construction cost estimates, provided for herein are to be made on the basis of the CONTRACTOR's experience and qualifications and represent the CONTRACTOR's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONTRACTOR has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction CONTRACTOR's methods of determining prices, or over competitive bidding, or market conditions, CONTRACTOR cannot and does not guarantee that proposal, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by the CONTRACTOR.

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**CITY OF BURLINGTON,
BURLINGTON INTERNATIONAL AIRPORT
CONTRACT AGREEMENT
FOR ENGINEERING SERVICES
with
STANTEC CONSULTING SERVICES, INC.**

February 28, 2017

ATTACHMENT B

**CONTRACTOR'S Proposal for
2017 UIC Permit Management Services
dated February 28, 2017.**

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

February 28, 2017

Attention: Amanda Clayton, P.E., MBA
Director of Engineering and Environmental Compliance

Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403

Dear Amanda,

Reference: Proposal for 2017 UIC Permit Management Services

The Burlington International Airport (BTV) is subject to three Underground Injection Control (UIC) permits identified as follows:

- UIC Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, Main Air Carrier Apron and NOTE2 Apron)
- UIC Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2).
- UIC Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp)

Permit compliance conditions vary for each permit according to the date of issuance and permitting rules at the time of issuance. Inspection, ground water monitoring, and reporting requirements are extensive and varied. Management of these permits requires significant effort and responsibility on the part of BTV in order to maintain compliance. As requested, we are pleased to provide this proposal for assisting BTV with management of your UIC Permit Program for the year 2017.

Scope of Services

Stantec's scope of services covers the following three basic categories to assist the Airport in complying with BTV's UIC permits:

- A. Performing annual system field inspections and semi-annual groundwater quality and wastewater monitoring.
 - Stantec will perform the annual system field inspections, while Stantec's subconsultant, Vanasse Hangen Brustlin (VHB) will perform the semi-annual groundwater quality and wastewater monitoring.



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Amanda Clayton, P.E., MBA
Director of Engineering and Environmental Compliance
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Reference: Proposal for 2017 UIC Permit Management Services

- B. Developing annual system field inspection reports and semi-annual groundwater quality and wastewater monitoring reports.
 - Stantec will develop the annual system field inspection reports, while VHB will develop the semi-annual groundwater quality and wastewater monitoring reports.

- C. Providing permit assistance and subconsultant management.
 - Stantec and VHB will each provide permitting assistance to BTV.
 - Stantec will be responsible for providing subconsultant management and overall UIC Permit Program quality assurance.

A detailed list of tasks for each of these categories is provided in the attached spreadsheet. We have included estimated staff hours for the tasks and summarized the costs for each of the three basic categories. A scope of services and associated fees for our subconsultant, VHB, is also attached for reference.

The narrative below explains the requirements for the existing UIC permit and provides information about the work Stantec and subconsultant VHB will perform under this proposal.

Task A - Annual System Field Inspection and Semi-Annual Groundwater Quality and Wastewater Monitoring

Annual System Field Inspection (By Stantec)

System Field inspections shall be performed annually per the permit requirements for all four UIC systems including the newly constructed Main Air Carrier Apron (Permit #6-0075), NOTE2 Apron (Permit #6-0075), South End Development (Permit #6-0084), and the 890 Ramp (Permit #6-0117) aircraft deicing fluid (ADF) treatment systems.

For each of the four ADF systems, the stormwater collection, treatment, and disposal systems, including the pump station and associated components (pumps, level sensors, magnetic meters, and controls), manholes, and infiltration areas, shall be inspected on an annual basis. All inspections must be performed by a Professional Engineer licensed in Civil or Environmental Engineering in the State of Vermont. Operational, maintenance, and infrastructure condition issues shall be addressed for the twelve-month inspection term defined as June 1st of one year to May 31st of the following year.



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Reference: Proposal for 2017 UIC Permit Management Services

Specific system components requiring inspection for each system includes the following:

- UIC Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, Main Air Carrier Apron)

Approximately 1,500' of trench drain, 32 catch basins and drainage manholes, 1 diversion structure with weir, 1 stormwater storage tank, 1 triplex pump station and underground electrical vault including controls, telemetry and SCADA reporting system, 1 valve vault, 1 cleanout manhole, and 1 – 52' wide x 210' long infiltration field with 40 flushing valves.

26 catch basins and drainage manholes, 1 simplex pump station with diversion weir including controls, 1 distribution manhole, and 1 - 50' wide x 100' long infiltration field.

- UIC Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, NOTE2 Apron)

Approximately 450' of trench drain, 1 drainage manhole, 1 Vortech swirl separator, 1 diversion manhole with weir, and 1 - 32' wide x 172' long Stormtech infiltration field.

- UIC Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2).

Approximately 400' of trench drain, 8 drainage manholes, 1 bypass manhole, 1 overflow manhole, 1 Vortech swirl separator, 1 - stormwater detention tank, 1 duplex pump station including controls, telemetry and SCADA reporting system, 1 valve vault, 9 cleanout manholes, and 1 – 15' wide x 300' long infiltration field with 8 flushing valves.

- UIC Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp)

Approximately 7 drainage manholes, 1 diversion structure with weir, 1 stormwater storage tank, 1 duplex pump station including controls, telemetry and SCADA reporting system, 1 valve vault, 2 cleanout manholes, and 1 – 40' wide x 500' long infiltration field with 32 flushing valves.

Inspection of collection system components noted above including trench drains, catch basins, and drainage manholes will be performed under Stantec's 2017 Stormwater Permit Management Services contract, thereby eliminating the need for duplicate effort under this proposal. This assumes that Stantec is retained by BTV for these services.

In order to adequately inspect many of the system components, Stantec will rely on BTV Maintenance staff to operate pumps, valves, floats, and associated electrical control equipment during the system field inspections. In several cases, these activities will require confined space entry by BTV staff, or a designated third party contracted by BTV, as well as Stantec employees. More specifically, sixteen underground structures will require entry including



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Director of Engineering and Environmental Compliance
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Reference: Proposal for 2017 UIC Permit Management Services

twelve cleanout manholes, three force main valve vaults, and one underground electrical vault.

The three underground concrete stormwater storage/detention tanks are also confined space environments, however, there will be no need to enter these for inspection purposes. We propose utilizing a remote camera to inspect the interior of each tank instead of entering the tanks.

For the sixteen underground structures noted above, we propose that a Stantec inspector and BTV Maintenance staff, or a designated third party contracted by BTV, both enter the confined space to perform the respective inspection and equipment operation. Confined space entry shall be performed under the respective employer's established confined space program.

Semi-Annual Groundwater Quality Monitoring (By VHB)

Groundwater quality monitoring shall be performed semi-annually per the permit requirements for all four UIC systems including the Main Air Carrier Apron, NOTE2 Apron, South End Development (Valley West Apron), and the 890 Ramp aircraft deicing fluid (ADF) treatment systems.

Groundwater quality monitoring will be performed for each system at the following on-site monitoring well locations:

- UIC Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, Main Air Carrier Apron)
Upgradient: MW12P
Downgradient: MW1, MW2, MW4, MW9P, MW10P
Monitoring includes MW-5 per VT. DEC email request dated September 9, 2016.
Total No. of Monitoring Wells to be sampled = 7
- UIC Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, NOTE2 Apron)
Upgradient: MW11P
Downgradient: MW13P, MW14P
Total No. of Monitoring Wells to be sampled = 3



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Reference: Proposal for 2017 UIC Permit Management Services

- UIC Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2).
Upgradient: MW-16
Infiltration System: MW-18R, MW-19, MW-26
Downgradient: MW-21, MW-22, MW-23, MW-24
Total No. of Monitoring Wells to be sampled = 8
- UIC Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp)
Upgradient: MW-25
Infiltration System: MW-18R, MW-19, MW-26
Downgradient: MW-23, MW-24, MW-27
Total No. of Monitoring Wells to be sampled = 7

Water quality sampling will be performed at each of the 25 on-site monitoring wells, and the water samples will be analyzed for the constituents listed in Table 1 below.

Table 1: Required Monitoring Constituents

Parameter	EPA Method
BOD ₅	401.5
COD	410.2
Propylene Glycol (PG)	SW 8015B
Ethylene Glycol	SW 8015B
Chloride	325.1
Nitrate as N	300.0
Total Dissolved Solids	160.1
Alkalinity as CaCO ₃	310.1
pH	150.1
Conductivity	120.1 (field measurement)
Temperature	170.1 (field measurement)

The primary groundwater quality standard that must be maintained at the compliance point is a BOD₅ concentration increase above background of no more than 25 mg/L.



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Reference: Proposal for 2017 UIC Permit Management Services

If groundwater quality monitoring results indicate BOD₅ levels exceed the Maximum Acceptable Change of 25 mg/l, monitoring of Muddy Brook shall be required to commence. Dissolved oxygen (DO) levels and temperature will be required to be measured in Muddy Brook at locations upstream and downstream from the groundwater plume.

Groundwater sampling will be conducted at specified monitoring wells twice annually: once during the spring (April / May) and again in the fall (October / November). The required schedule coincides with late fall and spring base streamflow periods as indicated by the Winooski River USGS gage. Sampling in April / May is intended to capture spring runoff and the cumulative effect of winter de-icing operations. BTV originally initiated this groundwater quality monitoring program in 2007.

Semi-Annual Wastewater Monitoring (By VHB)

Semi-annual wastewater monitoring is required for the Main Air Carrier Apron and the 890 Ramp Aircraft Deicing Fluid Treatment Systems (UIC Permit #6-0075 and #6-0117, respectively).

As noted in a VT. DEC email dated September 9, 2016, Semi-Annual Wastewater Monitoring will become an additional permit condition for the South End Development, Phase 2, system once UIC Permit #6-0084 is renewed in early 2017.

Flows from each pump station wet well are measured with an in-line magnetic flowmeter. During the first twelve months of operation, weekly flow measurements are required to be obtained and submitted to DEC for review on a semi-annual basis. After the first twelve months of operation, cumulative flows are required to be measured and recorded monthly. The physical and chemical characteristics of the wastewater, as specified in Table 1 above, will be analyzed with samples collected from the sump area of each pump station. Wastewater quality will be sampled twice annually, in the Spring (April / May) and again in the Fall (October/November), concurrent with the groundwater quality sampling noted above.



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Director of Engineering and Environmental Compliance
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Reference: Proposal for 2017 UIC Permit Management Services

**Task B - Annual System Field Inspection Reports and
Semi-Annual Groundwater Quality and Wastewater Monitoring Reports**

Annual System Field Inspection Reports (By Stantec)

As a requirement for each of the three UIC permits, an Annual System Field Inspection Report is required to be prepared and submitted to DEC for review. Stantec will prepare an annual report for each of the three UIC permits detailing the findings made during inspection of the stormwater collection, treatment, and discharge systems as discussed above. The report for UIC Permit #6-0075 will include both the newly constructed Main Air Carrier Apron and the NOTE2 ADF treatment systems. The reports will include:

- The condition of the physical infrastructure of each system
- A description and date of any maintenance and repairs performed on the systems during the previous year
- A description of the repair outcomes
- A description of any necessary maintenance to be performed
- A description of any operational and performance issues associated with the systems
- Recommended changes to physical infrastructure/operational regimes/maintenance practices to address any performance issues and the associated implementation schedule and approach to measure outcomes.

The three annual inspection reports will be submitted to DEC, Drinking Water & Groundwater Protection Division (DWGWP), Underground Injection Control (UIC) Program by June 30th for the previous year. Under this proposal, the three reports will be submitted by June 30, 2017. Each report will be reviewed and signed by a Professional Engineer licensed in Civil or Environmental Engineering in the State of Vermont, who performed the inspection.

Semi-Annual Groundwater Quality and Wastewater Monitoring Reports (By VHB)

UIC Permit #6-0075 (Main Air Carrier Apron and NOTE2 Apron) and UIC Permit #6-0117 (890 Ramp) both require that a Semi-Annual Groundwater Quality and Wastewater Monitoring Report be prepared and submitted to DEC for review.

Currently, UIC Permit #6-0084 (South End Development) requires only a Semi-Annual Groundwater Quality Monitoring Report be prepared and submitted to DEC for review. As noted above, Semi-



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Reference: Proposal for 2017 UIC Permit Management Services

Annual Wastewater Monitoring will become an additional permit condition for the South End Development, Phase 2, system once UIC Permit #6-0084 is renewed in early 2017. In anticipation of the permit renewal conditions, Stantec will prepare a Semi-Annual Groundwater Quality and Wastewater Monitoring Report for the South End Development system for DEC review.

Stantec will prepare two semi-annual monitoring reports for each of the three UIC permits detailing the results of the sampling efforts discussed above.

Groundwater Quality and Wastewater Monitoring Reports shall be submitted semi-annually within 45 days of each sampling event. The monitoring reports shall include the following information:

- Monitoring well sampling results
- Wastewater sampling results
- Groundwater contour map
- Discussion of the stormwater collection, treatment, and discharge system operation
- Assessment of regulatory compliance

A summary report describing the results of the monitoring will be prepared semi-annually for each year of monitoring for each of the three UIC permits. The reports will provide a basis for establishing whether future changes in groundwater quality are attributable to the operation of the BTV ADF infiltration systems. These semi-annual reports will be submitted to the DEC, DWGWPD, Underground Injection Control Program within 45 days of each sampling event.



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Reference: Proposal for 2017 UIC Permit Management Services

Task C - Permit Assistance and Subconsultant Management

Stantec will also provide the following:

1. Report Submittal Follow-up
 - Respond to DEC / Public questions and comments related to submission of Annual Inspection Reports and Semi-Annual Groundwater Quality and Wastewater Monitoring Reports.
2. On-call Consultation & Advice to BTV Management
 - Provide BTV management with UIC Permit Compliance Assistance. (This effort will be provided by VHB. See VHB Task 1.0 for further detail.)
 - Provide on-call consultation and advice to BTV as needed to address compliance issues as they arise throughout the contract period. Effort associated with this task is limited to 30 hours and can be increased by amendment if requested by BTV.
 - Address general compliance issues as they develop. Effort associated with this task is limited to 38 hours and can be increased by amendment if requested by BTV.
3. Permit Renewal Application Follow-up
 - Respond to DEC questions and comments related to pending Permit Renewal Applications for Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2) and for Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp).
4. Subconsultant Management and UIC Permit Program Quality Assurance
 - Provide Subconsultant Management and Overall UIC Permit Program Quality Assurance.
5. Additional Monitoring of Muddy Brook
 - As noted above, if groundwater quality monitoring results indicate BOD₅ levels exceed the Maximum Acceptable Change of 25 mg/l, monitoring of Muddy Brook will be required to commence. Dissolved oxygen (DO) levels and temperature will be required to be measured in Muddy Brook at locations upstream and downstream from the groundwater plume.



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Reference: Proposal for 2017 UIC Permit Management Services

At this time, monitoring of Muddy Brook is not required. In the event that this effort becomes a requirement under the conditions noted above, Stantec would provide these additional services by amendment to this proposal.

Fee Summary

We estimate that the total fees for this assignment will be **\$93,662** as summarized below. Billings will not exceed this amount without BTV's authorization. Stantec proposes providing the services presented in this proposal on a Time and Expenses basis.

Task A

Perform annual field inspections and semi-annual groundwater quality and wastewater monitoring \$13,380

Task B

Develop annual inspection reports and semi-annual groundwater quality and wastewater monitoring reports \$20,530

Task C

Provide permit assistance and subconsultant management \$18,952

Direct reimbursable expenses including VHB; Lab Analysis; Reproduction Costs; and

Travel \$40,800

Project direct expenses (e.g. travel using personal vehicles; laboratory testing; incidental printing; and other external charges) will be invoiced in addition to labor at our cost. Travel in personal vehicles will be invoiced at \$0.535 per mile.

Schedule

Stantec is committed to ensuring that the efforts and the submittal dates mentioned in this proposal are met. Toward this end, we are prepared to begin work on this assignment in beginning on April 1, 2017.

If you find our proposal to be acceptable, we are requesting that you please sign the attached Contract Agreement for Engineering Services and return one copy to us authorizing this work.



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Amanda Clayton, P.E., MBA
Director of Engineering and Environmental Compliance
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Reference: Proposal for 2017 UIC Permit Management Services

Thank you for providing Stantec with this opportunity to assist the Airport with BTV's underground injection control permitting program. We look forward to working with you on this project.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Douglas M. Campbell, P.E.
Senior Project Engineer, Transportation
Phone: (802) 864-0223
Cell: (802) 825-8216
doug.campbell@stantec.com

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

Attachment: Stantec staff hour and fee spreadsheets
 VHB proposed Scope of Services

c. Gene Richards, Nic Longo and Rick Brown (BTV Management)

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55 Green Mountain Drive
 South Burlington, VT 05403
 February 14, 2017

TASK-LABOR HOUR SCHEDULE
 Burlington International Airport

2017 UIC Permit Management Services

TASK				Principal	Project Manager	Senior Engineer	Project Engineer	Hydrogeologist	Technical / Clerical	TOTAL
A. Task - Perform Annual System Field Inspections and Semi-Annual Groundwater Quality And Wastewater Monitoring										
1. Annual System Field Inspection										
	a.	Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, Main Air Carrier Apron)								
		- Perform Annual Field Inspection of System Components including approximately 1,500' of trench drain, 32 catch basins and drainage manholes, 1 diversion structure with weir, 1 stormwater storage tank, 1 triplex pump station and underground electrical vault including controls, telemetry and SCADA reporting system, 1 valve vault, 1 cleanout manhole, and 1 – 52' wide x 210' long infiltration field with 40 flushing valves. Note: Inspection of collection system including trench drain, catch basins, and drainage manholes will be performed under Stantec's 2017 Stormwater Permit Management Services contract (assumes Stantec is retained by BTV for these services).								
				1	4	1			24	30
	b.	Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, NOTE2 Apron)								
		- Perform Annual Field Inspection of System Components including approximately 450' of trench drain, 1 drainage manhole, 1 Vortech swirl separator, 1 diversion manhole with weir, and 1 - 32' wide x 172' long Stormtech infiltration field. Note: Inspection of collection system including trench drain, catch basins, and drainage manholes will be performed under Stantec's 2017 Stormwater Permit Management Services contract (assumes Stantec is retained by BTV for these services).								
				1	2	1			6	10
	c.	Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2).								
		- Perform Annual Field Inspection of System Components including approximately 400' of trench drain, 8 drainage manholes, 1 bypass manhole, 1 overflow manhole, 1 Vortech swirl separator, 1 - stormwater detention tank, 1 duplex pump station including controls, telemetry and SCADA reporting system, 1 valve vault, 9 cleanout manholes, and 1 – 15' wide x 300' long infiltration field with 8 flushing valves. Note: Inspection of collection system including trench drain, catch basins, and drainage manholes will be performed under Stantec's 2017 Stormwater Permit Management Services contract (assumes Stantec is retained by BTV for these services).								
				2	4	1			24	31
	d.	Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp)								
		- Perform Annual Field Inspection of System Components including approximately 7 drainage manholes, 1 diversion structure with weir, 1 stormwater storage tank, 1 duplex pump station including controls, telemetry and SCADA reporting system, 1 valve vault, 2 cleanout manholes, and 1 – 40' wide x 500' long infiltration field with 32 flushing valves. Note: Inspection of collection system including drainage manholes will be performed under Stantec's Stormwater Permit Management Services, FY 2017 Contract.								
				2	4	1			24	31

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TASK-LABOR HOUR SCHEDULE
Burlington International Airport

55 Green Mountain Drive
South Burlington, VT 05403
February 14, 2017

2017 UIC Permit Management Services

TASK	Principal	Project Manager	Senior Engineer	Project Engineer	Hydrogeologist	Technical / Clerical	TOTAL
2. Semi-Annual Groundwater Quality Monitoring							
a. Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, Main Air Carrier Apron)							
- Obtain Semi-annual groundwater samples from seven monitoring wells (Spring, April / May) for lab analysis. Monitoring includes MW-5 per VT. DEC email request dated September 9, 2016.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Obtain Semi-annual groundwater samples from seven monitoring wells (Fall, October / November) for lab analysis. Monitoring includes MW-5 per VT. DEC email request dated September 9, 2016.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination with Subconsultant.		2	2			1	5
b. Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, NOTE2)							
- Obtain Semi-annual groundwater samples from three monitoring wells (Spring, April / May) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Obtain Semi-annual groundwater samples from three monitoring wells (Fall, October / November) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination with Subconsultant.		2	2			1	5
c. Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2).							
- Obtain Semi-annual groundwater samples from eight monitoring wells (Spring, April / May) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Obtain Semi-annual groundwater samples from eight monitoring wells (Fall, October / November) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination with Subconsultant.		2	2			1	5
d. Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp)							
- Obtain Semi-annual groundwater samples from seven monitoring wells (Spring, April / May) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Obtain Semi-annual groundwater samples from seven monitoring wells (Fall, October / November) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination with Subconsultant.		2	2			1	5
3. Semi-Annual Wastewater Monitoring							
a. Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, Main Air Carrier Apron)							
- Obtain Semi-annual wastewater samples from pump station wet well (Spring, April / May) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Obtain Semi-annual wastewater samples from pump station wet well (Fall, October/November) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
b. Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2).							
- Obtain Semi-annual wastewater samples from pump station wet well (Spring, April / May) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
As noted in a VT. DEC email dated September 9, 2016, Semi-Annual Wastewater Monitoring will become an additional permit condition for the South End Development, Phase 2, system once the UIC permit is renewed in early 2017.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Obtain Semi-annual wastewater samples from pump station wet well (Fall, October/November) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
As noted in a VT. DEC email dated September 9, 2016, Semi-Annual Wastewater Monitoring will become an additional permit condition for the South End Development, Phase 2, system once the UIC permit is renewed in early 2017.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
c. Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp)							
- Obtain Semi-annual wastewater samples from pump station wet well (Spring, April / May) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Obtain Semi-annual wastewater samples from pump station wet well (Fall, October/November) for lab analysis.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
Task A. Labor Hours	0	14	22	4	0	82	122
Hourly Rates	\$235	\$162	\$122	\$98	\$127	\$98	
Task A. Labor Costs	\$0	\$2,268	\$2,684	\$392	\$0	\$8,036	\$13,380

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TASK-LABOR HOUR SCHEDULE
Burlington International Airport

55 Green Mountain Drive
South Burlington, VT 05403
February 14, 2017

2017 UIC Permit Management Services

TASK	Principal	Project Manager	Senior Engineer	Project Engineer	Hydrogeologist	Technical / Clerical	TOTAL
B. Task - Develop Annual System Field Inspection Reports and Semi-Annual Groundwater Quality and Wastewater Monitoring Reports							
1. Develop Annual Inspection Reports							
a. Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, Main Air Carrier Apron Apron and NOTE2 Apron)							
- Prepare and Submit Annual Inspection Report to DEC for review and approval by June 30, 2017.		2	24			6	32
b. Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2).							
- Prepare and Submit Annual Inspection Report to DEC for review and approval by June 30, 2017.		2	20			6	28
c. Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp)							
- Prepare and Submit Annual Inspection Report to DEC for review and approval by June 30, 2017.	2	2	20			6	30
2. Develop Semi-Annual Groundwater and Wastewater Monitoring Reports							
<i>(Semi-annual monitoring reports are due by the 15th day of the month following the date of sampling)</i>							
a. Permit #6-0075 (Aircraft Deicing Fluid Treatment Facility, Main Air Carrier Apron Apron and NOTE2 Apron)							
i. Spring, April / May							
- Review and Interpret laboratory analysis of groundwater and wastewater samples, develop historical trending data, and preparation of groundwater contour map, and obtain monthly flow measurements.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Prepare and Submit Semi-Annual Groundwater Monitoring Report to DEC for review and approval	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination and Report QA/QC		4	4		2	2	12
ii. Fall, October / November							
- Coordination and Report QA/QC							0
- Review and Interpret laboratory analysis of groundwater and wastewater samples, develop historical trending data, and preparation of groundwater contour map, and obtain monthly flow measurements.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Prepare and Submit Semi-Annual Groundwater Monitoring Report to DEC for review and approval	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination and Report QA/QC		4	4		2	2	12
b. Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2).							
i. Spring, April / May							
- Review and Interpret laboratory analysis of groundwater and wastewater samples, develop historical trending data, and preparation of groundwater contour map, and obtain monthly flow measurements.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Prepare and Submit Semi-Annual Groundwater Monitoring Report to DEC for review and approval	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination and Report QA/QC		4	4		2	2	12
ii. Fall, October / November							
- Review and Interpret laboratory analysis of groundwater and wastewater samples, develop historical trending data, and preparation of groundwater contour map, and obtain monthly flow measurements.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Prepare and Submit Semi-Annual Groundwater Monitoring Report to DEC for review and approval	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination and Report QA/QC		4	4		2	2	12

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55 Green Mountain Drive
 South Burlington, VT 05403
 February 14, 2017

TASK-LABOR HOUR SCHEDULE
 Burlington International Airport

2017 UIC Permit Management Services

TASK	Principal	Project Manager	Senior Engineer	Project Engineer	Hydrogeologist	Technical / Clerical	TOTAL
c. Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp)							
i. Spring, April / May							
- Review and Interpret laboratory analysis of groundwater and wastewater samples, develop historical trending data, preparation of groundwater contour map, and obtain monthly flow measurements.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Prepare and Submit Semi-Annual Groundwater and Wastewater Monitoring Report to DEC for review and approval	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination and Report QA/QC		4	4		2	2	12
ii. Fall, October / November							
- Review and Interpret laboratory analysis of groundwater and wastewater samples, develop historical trending data, preparation of groundwater contour map, and obtain monthly flow measurements.	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Prepare and Submit Semi-Annual Groundwater and Wastewater Monitoring Report to DEC for review and approval	Task performed by Subconsultant (VHB) . See Reimburables below.						0
- Coordination and Report QA/QC		4	4		2	2	12
Task B. Labor Hours	2	30	88	0	12	30	162
Hourly Rates	\$235	\$162	\$122	\$98	\$127	\$98	
Task B. Labor Costs	\$470	\$4,860	\$10,736	\$0	\$1,524	\$2,940	\$20,530
C. Permit Assistance and Subconsultant Management							
1. Report Submittal Follow-up							
a. Respond to DEC / Public questions and comments.		8	12			4	24
2. On-call Consultation & Advice to BTV Management							
a. UIC Permit Compliance Assistance by VHB. See VHB Task 1.0 for further detail.	Task performed by Subconsultant (VHB) . See Reimburables below.						
b. Provide consultation & advise to BTV Management as-requested.	2	16	4			8	30
c. Address compliance issues as they develop.	2	16	4		4	12	38

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55 Green Mountain Drive
 South Burlington, VT 05403
 February 14, 2017

TASK-LABOR HOUR SCHEDULE
 Burlington International Airport

2017 UIC Permit Management Services

TASK				Principal	Project Manager	Senior Engineer	Project Engineer	Hydrogeologist	Technical / Clerical	TOTAL
3. Permit Renewal Application Follow-up										
	a.	Respond to DEC questions and comments related to pending Permit Renewal Application for Permit #6-0084 (Aircraft Deicing Fluid Runoff, South End Development, Phase 2).			4	8			2	14
	b.	Respond to DEC questions and comments related to pending Permit Renewal Application for Permit #6-0117 (Aircraft Deicing Fluid Treatment System, 890 Ramp).			4	8			2	14
4. Subconsultant Management and UIC Permit Program Quality Assurance										
	a.	Provide Subconsultant Management and Overall UIC Permit Program Quality Assurance.			16					16
5. Additional Monitoring of Muddy Brook										
		This effort is not included in this Proposal. Stantec would provide these additional services by amendment to this proposal.								
	a.	In the event that groundwater monitoring results indicate BOD levels exceed the Maximum Allowable Change of 25 mg/L, monitoring of Muddy Brook shall be required for Dissolved Oxygen (DO) and Temperature. Monitoring shall be measured at locations upstream and downstream from the groundwater plume.								0
Task C. Labor Hours				4	64	36	0	4	28	136
Hourly Rates				\$235	\$162	\$122	\$98	\$127	\$98	
Task C. Labor Costs				\$940	\$10,368	\$4,392	\$0	\$508	\$2,744	\$18,952
Direct Reimbursable Expenses										
		Vanasse Hangen Brustlin (VHB) - Subconsultant for Groundwater and Wastewater Monitoring including Semi-Annual Report Development								\$39,000
		Endyne, Inc - Subconsultant for additional lab analysis as needed								\$1,000
		Reproduction (Annual Reports, etc.)								\$500
		Travel								\$300
Subtotal Direct Reimbursable Expenses										\$40,800
Total Project Hours				6	108	146	4	16	140	420
Total Project Cost				\$1,410	\$17,496	\$17,812	\$392	\$2,032	\$13,720	\$93,662

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**CITY OF BURLINGTON,
BURLINGTON INTERNATIONAL AIRPORT
CONTRACT AGREEMENT
FOR ENGINEERING SERVICES
with
STANTEC CONSULTING SERVICES, INC.**

February 28, 2017

ATTACHMENT C

**CONTRACTOR'S subconsultant,
Vanasse Hangen Brustlin's (VHB),
Proposed Scope of Services dated January 26, 2017.**

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Vanasse Hangen Brustlin, Inc.
 40 IDX Drive, Building 100
 Suite 200
 South Burlington, Vermont 05403

802.497.6100
 Fax 802.495.5130
 www.vhb.com

Client Authorization

Transportation
 Land Development
 Environmental
 Energy

New Contract
 Amendment#

Date January 26, 2017
Project No. 57165.11 (pending)

Client: Stantec

Project Name Burlington International Airport / 2017 Aircraft Deicing Fluid UIC System Monitoring and Reporting

To: Stantec
 c/o Jon Leinwohl, PE
 55 Green Mountain Drive
 South Burlington VT 05403

<u>Cost Estimate Summary</u>	<u>Contract Total</u>
Task 1.0 – UIC Permit Compliance Assistance	\$6,500
Task 2.0 – Spring 2017 UIC Monitoring/Reporting	\$16,500
Task 3.0 – Fall 2017 UIC Monitoring/Reporting	\$16,000

Total Estimated Cost **\$39,000**

As Requested By: Jon Leinwohl

Fixed Fee Time & Expenses
 Cost + Fixed Fee Other

Date of request: January 23, 2017

Estimated Date of Completion: December 15, 2017

Project Description:

Vanasse Hangen Brustlin, Inc. ("VHB") understands that the Burlington International Airport ("BTV") is seeking consulting services in order to comply with the requirements of its three Underground Injection Control ("UIC") Permits that were previously issued by the Vermont Department of Environmental Conservation ("DEC") to the airport (Permit #6-0075, #6-0084, and #6-0117 for the Main Apron/NOTE2, South End, and Air Cargo Ramp sites, respectively), and that BTV wishes to contract with Stantec ("Client") for these services. Stantec seeks VHB's assistance as a subconsultant to perform monitoring, reporting, and general consulting to address UIC Permit Compliance requirements. In order to provide the Client with necessary technical assistance for the Project, VHB proposes the following scope of services:

Proposed Scope of Services:

Task 1.0 UIC Permit Compliance Assistance

This task is for general consulting and coordination services on a time-and-materials basis, and is budgeted for up to 30 hours by a VHB senior hydrogeologist and 40 hours by technical staff. VHB will participate in bi-weekly conference calls as convened by BTV and/or the Client, and will respond to general Client inquiries about groundwater and UIC issues as may be requested.

If needed, additional effort or services such as supplemental groundwater monitoring, well installation, or site testing would be outside of this scope of work and a separate cost estimate would be provided for Client approval.

VHB's Total Estimate for Task 1.0 is \$6,500

Task 2.0 Spring 2017 UIC System Monitoring and Reporting

VHB will perform permit compliance monitoring and reporting in the spring of 2017 in accordance with the UIC Permits #6-0075, #6-0084, and #6-0117 for the Main Apron/NOTE2, South End, and Air Cargo Ramp sites, following the protocol outlined in the "UIC Permit Compliance Monitoring Quality Assurance Project Plan", prepared by VHB and dated November 9, 2016. The sampling will occur during the months of April or May, pending contract approval prior to April 1, 2017.



In the case of permits #6-0084 and 6-0117, which have expired but have been extended indefinitely by the DEC because VHB had filed timely renewal applications on behalf of BTV, the monitoring/reporting requirements of the prior permits, as reflected in the November 9, 2016 Quality Assurance Project Plan, have been used as the basis for this scope of work. In the event that the DEC acts on the previously filed applications for renewal, and imposes monitoring conditions that differ from those contained in prior permits, a scope amendment would be required. Included in this task is additional monitoring and reporting requested by the DEC (in an email dated September 9, 2016), to consist of sampling groundwater at MW-5, sampling effluent at the South End pump station, and developing groundwater isoconcentration maps for BOD and COD sitewide

VHB's monitoring work will consist of in-situ measurement of static groundwater levels, temperature, and conductivity, as well as collection of groundwater samples in the network of wells specified by the permits. VHB also will collect wastewater effluent samples from the sump area of the Air Cargo Ramp pump station, as specified by the permit. VHB will submit the groundwater and wastewater samples for laboratory analysis for the parameters required by the UIC permits (BOD, COD, Glycol by method 8015B, Chloride, Nitrate, TDS, Alkalinity, and pH). VHB will coordinate with airport operations staff regarding access and escorts to the monitoring locations.

In accordance with the UIC Permits, VHB will prepare a spring 2017 monitoring report to be submitted to the DEC. The report will assess groundwater flow direction and velocity, groundwater quality trends, compliance with regulatory standards, and stormwater volumes. VHB's report will evaluate effluent flow rates at the Air Carrier and Air Cargo Ramp systems (flow recordings from the control system computer to be provided to VHB by BTV or the Client). VHB will provide an initial draft of the report to the Client and BTV for review before submitting a final version to the DEC.

VHB's Total Estimate for Task 2.0 is \$16,500

Task 3.0 Fall 2017 UIC System Monitoring and Reporting

As in the spring, VHB will perform permit compliance monitoring and reporting in the fall of 2017 in accordance with the UIC Permits #6-0075, #6-0084, and #6-0117, following the protocol outlined in the "UIC Permit Compliance Monitoring Quality Assurance Project Plan", prepared by VHB and dated November 9, 2016. The sampling will occur during the months of October or November, pending contract approval prior to October 1, 2017. In the case of the expired permits, the monitoring/reporting requirements of the prior permits and the Quality Assurance Project Plan have been used as the basis for this scope of work. Also included in this task is additional monitoring and reporting requested by the DEC to consist of sampling effluent at the South End pump station, and developing groundwater isoconcentration maps for BOD and COD sitewide.

As in the spring, VHB's monitoring work will consist of in-situ measurement of static groundwater levels, temperature, and conductivity; as well as collection of groundwater samples in the network of wells specified by the permits. VHB also will collect wastewater effluent samples from the sump area of the Air Cargo Ramp pump station, as specified by the permit. VHB will submit the groundwater and wastewater samples for laboratory analysis for the parameters required by the UIC permits (BOD, COD, Glycol by method 8015B, Chloride, Nitrate, TDS, Alkalinity, and pH). VHB will coordinate with airport operations staff regarding access and escorts to the monitoring locations.

As in the spring, VHB will prepare a fall 2017 monitoring report to be submitted to the DEC. The report will assess groundwater flow direction and velocity, groundwater quality trends, compliance with regulatory standards, and stormwater volumes. VHB's report will evaluate effluent flow rates at the Air Carrier and Air Cargo Ramp systems (flow recordings from the control system computer to be provided to VHB by BTV or the Client). VHB will provide an initial draft of the report to the Client and BTV for review before submitting a final version to the DEC.

VHB's Total Estimate for Task 3.0 is \$ 16,000



Client Furnished Information

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will coordinate its efforts with the Client and other consultants as required. VHB will rely upon the accuracy and completeness of Client- and/or other consultant-furnished information in connection with the performance of services. The Client and/or others shall provide VHB will project-related technical data, including, but not limited to, the following:

- Safe and allowed access to the site.
- Copies of relevant correspondence to and from the DEC, regarding water quality monitoring and permit compliance.

Assumptions and Limitations

- This scope of work does not include engineering inspection and reporting services which are required for UIC Permit compliance (by Client).
- This scope of work does not include permitting or engineering services for any upgrades to the existing UIC systems.
- Permit renewal application fees and operating fees are not included in this budget, to be paid directly by the Client to the DEC.

AUTHORIZATION

Prepared By: Meddie Perry

Department Approval: Jeffrey A. Nelson

Please execute this Client Authorization for Vanasse Hangen Brustlin, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to standard Stantec Terms and Conditions.

Subject to terms & conditions in our original agreement dated

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign and return)

By Jeffrey A. Nelson
Print Name

By _____
Print Name

Signature

Signature

Title Director, Energy & Environmental Services

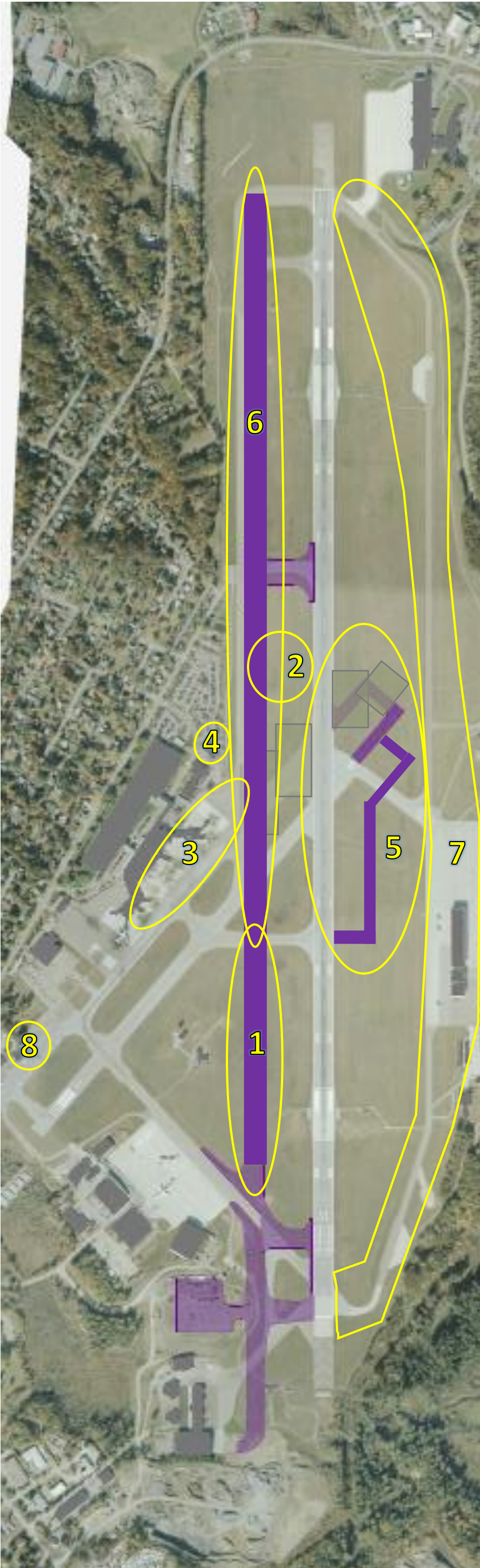
Title _____

Date _____

Date _____

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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.

March 20, 2017



COMMISSION REPORT

Marketing Updates

This Months Highlights:

- ◆ 2 Wishes Granted Through Make-A-Wish
- ◆ Stern Center Education Courses
- ◆ Fashion Show Benefitting Vermont Refugee Resettlement Program
- ◆ Local Girl Scout Cookie Sale Support
- ◆ Me2 Orchestra Performance



Benefiting Vermont Refugee Resettlement Program

-March 18th-

Upcoming Events:

Pulling For Hope—Benefiting American Cancer Society

-September 16th-

SAVE THE DATE! PULLING FOR HOPE

A PLANE PULL EVENT TO BENEFIT THE AMERICAN CANCER SOCIETY

**SATURDAY, SEPTEMBER 16, 2017
NOON - 3 P.M.
BURLINGTON INTERNATIONAL AIRPORT
BURLINGTON, VT**



(c) Julie Richards and Sam Trambino

Are you ready for an adventure?
Are you tired of losing loved ones to cancer?
Are you strong enough to pull a plane?

The website and registration details will roll out over the next few weeks. Form your own team of 25 or grab a few of your strongest friends and join The Friends of ACS Team!

Contact Alisha Simmons at 802.872.6330 or via email at Alisha.simmons@cancer.org for more information!



This event is in collaboration with Burlington International Airport - BTV, FedEx Express and Heritage Aviation



Burlington International Airport
 Passenger and Operational Statistics
January 2017



	<u>January 2017</u>	<u>January 2016</u>	<u>% Change</u>	<u>FY2017 YTD</u>	<u>FY2016 YTD</u>	<u>% Change</u>
**Data not Audited						
Enplaned Passengers	44,537	42,913	3.78%	368,179	357,234	3.06%
Deplaned Passengers	42,845	41,794	2.51%	363,406	354,386	2.55%
Total Passengers	87,382	84,707	3.16%	731,585	711,620	2.81%
Departing Load Factor	79%	75%		82%	83%	
Departing Seat Capacity (Actual)	56,345	57,129	-1.37%	447,278	430,934	3.79%
Total Cargo Tonnage Enplaned	199	199.6				
Total Cargo Tonnage Deplaned	322	512.4				
Total Landed Weight	56,426,320	59,752,887	-5.57%	447,541,021	449,787,699	-0.50%
FY Commercial Landings	830	830	0.00%	6,318	6,249	1.10%
FY Cancellations	25	23	8.70%	121	128	-5.47%
FY Canceled Seats	1460	1,700	-14.12%	6,970	8,322	-16.25%

**Data not audited

One Month Behind on Reporting:

	<u>January 2017</u>	<u>January 2016</u>		<u>FY2017 YTD</u>	<u>FY2016 YTD</u>	<u>% Change</u>
Air Carriers	951	937	1.5%	6741	7522	-10.4%
Air Taxi	1229	1134	8.4%	9278	7796	19.0%
General Aviation	1345	1210	11.2%	13685	12113	13.0%
Military	152	389	-60.9%	2731	2086	30.9%
Total BTV Operations	3,677	3,670	0.2%	32,435	29,517	9.9%

*** 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

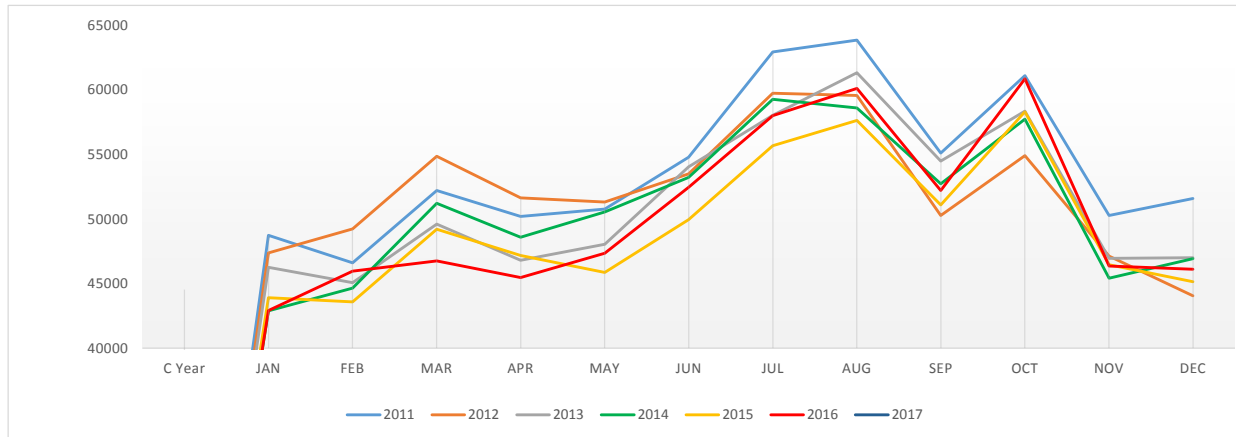
Burlington International Airport
 Passenger and Operational Statistics
January 2017



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												

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											



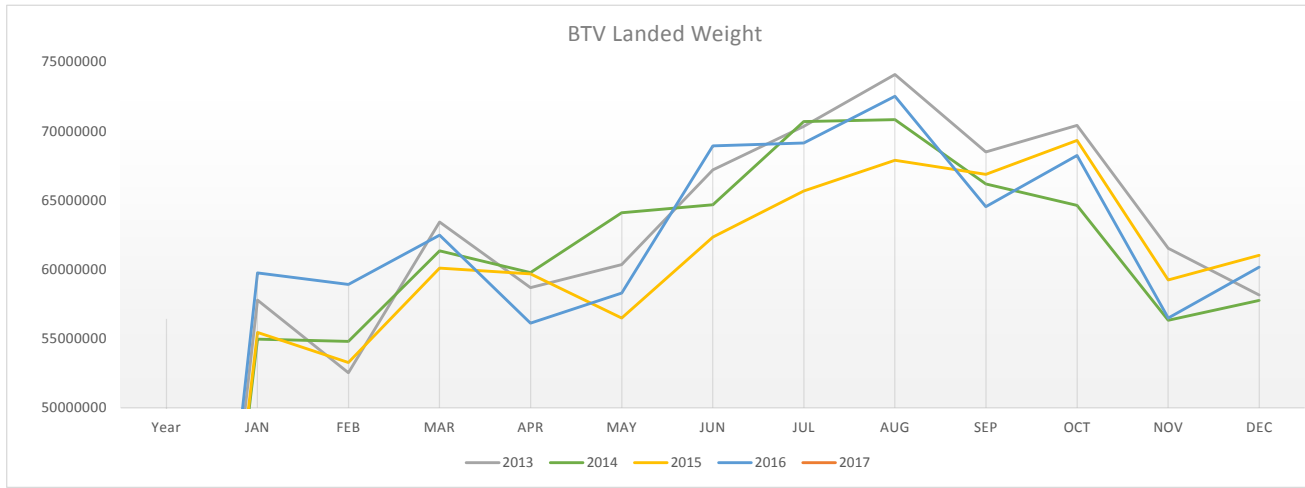
Airline	January 2017	January 2016	% Change	2017 Share	FY2017 YTD	FY2016 YTD	% Change	17 YTD Share
United	10,386	12,768	-19%	23.3%	123,539	114,805	8%	33.6%
American	14,519	10,930	33%	32.6%	105,771	94,303	12%	28.7%
Delta	9,014	8,388	7%	20.2%	73,506	79,193	-7%	20.0%
Jetblue	9,379	9,194	2%	21.1%	58,741	60,383	-3%	16.0%
Porter	145	300	0%	0.3%	289	525	-45%	0.1%
Allegiant	1,094	1,333	-18%	2.5%	6,333	8,025	-21%	1.7%
Subtotal	44,537	42,913	3.78%	100%	368,179	357,234	3.06%	100%

Burlington International Airport
 Passenger and Operational Statistics
January 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												



Airline	January 2017	January 2016	% Change	2017 Share	2017 YTD	2016 YTD	% Change	17 YTD Share
American	17,520,365	15,473,650	13%	31.0%	124,344,024	121,469,667	2%	27.8%
United	10,764,282	15,305,068	-30%	19.1%	126,681,947	122,340,577	4%	28.3%
Delta	10,780,400	11,283,707	-4%	19.1%	87,730,600	94,919,297	-8%	19.6%
JetBlue	10,961,000	10,909,198	0%	19.4%	67,602,632	68,947,188	-2%	15.1%
Allegiant	1,408,490	1,534,500	-8%	2.5%	7,048,223	8,445,544	-17%	1.6%
Porter	555,750	555,759	0%	1.0%	741,000	864,514	-14%	0.2%
Federal Expr	3,960,000	4,158,000	-5%	7.0%	29,304,000	29,106,000	1%	6.5%
Wiggins	476,033	533,005	-11%	0.8%	4,088,595	3,694,912	11%	0.9%
Total	56,426,320	59,752,887	-6%	100%	447,541,021	449,787,699	0%	100%

Date Completed			9/9/2016	12/12-12/17	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
FROM:	TO Destination:	Code	\$	Difference	\$	Difference	\$	Difference	\$	Difference	\$	Difference	\$	Difference
BTV	Washington, D.C. Nation	DCA	\$ 307.00		\$ 207.00		\$ 207.00		\$ 283.00		\$ 434.00		\$ 229.00	
MHT			\$ 252.00	\$ 55.00	\$ 238.00	\$ (31.00)	\$ 211.00	\$ (4.00)	\$ 211.00	\$ 72.00	\$ 461.00	\$ (27.00)	\$ 211.00	\$ 18.00
ALB			\$ 228.00	\$ 79.00	\$ 239.00	\$ (32.00)	\$ 213.00	\$ (6.00)	\$ 706.00	\$ (423.00)	\$ 696.00	\$ (262.00)	\$ 222.00	\$ 7.00
YUL			\$ 305.00	\$ 2.00	\$ 321.00	\$ (114.00)	\$ 301.00	\$ (94.00)	\$ 317.00	\$ (34.00)	\$ 422.00	\$ 12.00	\$ 257.00	\$ (28.00)
BTV	Baltimore, MD	BWI	\$ 338.00		\$ 465.00		\$ 348.00		\$ 448.00		\$ 438.00		\$ 398.00	
MHT			\$ 387.00	\$ (49.00)	\$ 328.00	\$ 137.00	\$ 228.00	\$ 120.00	\$ 327.00	\$ 121.00	\$ 772.00	\$ (334.00)	\$ 410.00	\$ (12.00)
ALB			\$ 283.00	\$ 55.00	\$ 305.00	\$ 160.00	\$ 242.00	\$ 106.00	\$ 456.00	\$ (8.00)	\$ 571.00	\$ (133.00)	\$ 400.00	\$ (2.00)
YUL			\$ 269.00	\$ 69.00	\$ 317.00	\$ 148.00	\$ 252.00	\$ 96.00	\$ 377.00	\$ 71.00	\$ 311.00	\$ 127.00	\$ 252.00	\$ 146.00
BTV	Washington Dulles, VA	IAD	\$ 287.00		\$ 227.00		\$ 297.00		\$ 301.00		\$ 344.00		\$ 253.00	
MHT			\$ 320.00	\$ (33.00)	\$ 348.00	\$ (121.00)	\$ 330.00	\$ (33.00)	\$ 405.00	\$ (104.00)	\$ 658.00	\$ (314.00)	\$ 401.00	\$ (148.00)
ALB			\$ 289.00	\$ (2.00)	\$ 203.00	\$ 24.00	\$ 213.00	\$ 84.00	\$ 337.00	\$ (36.00)	\$ 543.00	\$ (199.00)	\$ 287.00	\$ (34.00)
YUL			\$ 305.00	\$ (18.00)	\$ 254.00	\$ (27.00)	\$ 307.00	\$ (10.00)	\$ 350.00	\$ (49.00)	\$ 238.00	\$ 106.00	\$ 231.00	\$ 22.00
BTV	Las Vegas, NV	LAS	\$ 390.00		\$ 427.00		\$ 300.00		\$ 597.00		\$ 520.00		\$ 460.00	
MHT			\$ 368.00	\$ 22.00	\$ 381.00	\$ 46.00	\$ 435.00	\$ (135.00)	\$ 536.00	\$ 61.00	\$ 491.00	\$ 29.00	\$ 383.00	\$ 77.00
ALB			\$ 378.00	\$ 12.00	\$ 421.00	\$ 6.00	\$ 351.00	\$ (51.00)	\$ 541.00	\$ 56.00	\$ 721.00	\$ (201.00)	\$ 451.00	\$ 9.00
YUL			\$ 358.00	\$ 32.00	\$ 388.00	\$ 39.00	\$ 473.00	\$ (173.00)	\$ 413.00	\$ 184.00	\$ 709.00	\$ (189.00)	\$ 438.00	\$ 22.00
BTV	Chicago, IL	ORD	\$ 502.00		\$ 382.00		\$ 348.00		\$ 566.00		\$ 649.00		\$ 480.00	
MHT			\$ 393.00	\$ 109.00	\$ 187.00	\$ 195.00	\$ 317.00	\$ 31.00	\$ 458.00	\$ 108.00	\$ 530.00	\$ 119.00	\$ 295.00	\$ 185.00
ALB			\$ 339.00	\$ 163.00	\$ 401.00	\$ (19.00)	\$ 259.00	\$ 89.00	\$ 187.00	\$ 379.00	\$ 421.00	\$ 228.00	\$ 270.00	\$ 210.00
YUL			\$ 257.00	\$ 245.00	\$ 232.00	\$ 150.00	\$ 237.00	\$ 111.00	\$ 265.00	\$ 301.00	\$ 262.00	\$ 387.00	\$ 285.00	\$ 195.00
BTV	JFK, NY	JFK	\$ 217.00		\$ 142.00		\$ 184.00		\$ 274.00		\$ 352.00		\$ 308.00	
MHT			\$ 332.00	\$ (115.00)	\$ 354.00	\$ (212.00)	\$ 405.00	\$ (221.00)	\$ 362.00	\$ (88.00)	\$ 655.00	\$ (303.00)	\$ 375.00	\$ (67.00)
ALB			\$ 362.00	\$ (145.00)	\$ 369.00	\$ (227.00)	\$ 435.00	\$ (251.00)	\$ 414.00	\$ (140.00)	\$ 753.00	\$ (401.00)	\$ 476.00	\$ (168.00)
YUL			\$ 243.00	\$ (26.00)	\$ 188.00	\$ (46.00)	\$ 261.00	\$ (77.00)	\$ 189.00	\$ 85.00	\$ 183.00	\$ 169.00	\$ 244.00	\$ 64.00
BTV	LaGuardia, NY	LGA	\$ 142.00		\$ 127.00		\$ 148.00		\$ 197.00		\$ 356.00		\$ 274.00	
MHT			\$ 326.00	\$ (184.00)	\$ 221.00	\$ (94.00)	\$ 266.00	\$ (118.00)	\$ 195.00	\$ 2.00	\$ 404.00	\$ (48.00)	\$ 232.00	\$ 42.00
ALB			\$ 402.00	\$ (260.00)	\$ 385.00	\$ (258.00)	\$ 414.00	\$ (266.00)	\$ 434.00	\$ (237.00)	\$ 570.00	\$ (214.00)	\$ 404.00	\$ (130.00)
YUL			\$ 231.00	\$ (89.00)	\$ 172.00	\$ (45.00)	\$ 170.00	\$ (22.00)	\$ 173.00	\$ 24.00	\$ 178.00	\$ 178.00	\$ 192.00	\$ 82.00
BTV	Detroit, MI	DTW	\$ 675.00		\$ 254.00		\$ 673.00		\$ 559.00		\$ 667.00		\$ 314.00	
MHT			\$ 481.00	\$ 194.00	\$ 230.00	\$ 24.00	\$ 351.00	\$ 322.00	\$ 461.00	\$ 98.00	\$ 447.00	\$ 220.00	\$ 397.00	\$ (83.00)
ALB			\$ 603.00	\$ 72.00	\$ 508.00	\$ (254.00)	\$ 540.00	\$ 133.00	\$ 447.00	\$ 112.00	\$ 501.00	\$ 166.00	\$ 422.00	\$ (108.00)
YUL			\$ 602.00	\$ 73.00	\$ 592.00	\$ (338.00)	\$ 600.00	\$ 73.00	\$ 535.00	\$ 24.00	\$ 494.00	\$ 173.00	\$ 315.00	\$ (1.00)
BTV	Newark, NJ	EWR	\$ 172.00		\$ 162.00		\$ 127.00		\$ 207.00		\$ 433.00		\$ 269.00	
MHT			\$ 427.00	\$ (255.00)	\$ 213.00	\$ (51.00)	\$ 290.00	\$ (163.00)	\$ 210.00	\$ (3.00)	\$ 477.00	\$ (44.00)	\$ 248.00	\$ 21.00
ALB			\$ 383.00	\$ (211.00)	\$ 342.00	\$ (180.00)	\$ 363.00	\$ (236.00)	\$ 428.00	\$ (221.00)	\$ 496.00	\$ (63.00)	\$ 363.00	\$ (94.00)
YUL			\$ 292.00	\$ (120.00)	\$ 324.00	\$ (162.00)	\$ 217.00	\$ (90.00)	\$ 253.00	\$ (46.00)	\$ 375.00	\$ 58.00	\$ 359.00	\$ (90.00)
BTV	Atlanta, GA	ATL	\$ 487.00		\$ 487.00		\$ 529.00		\$ 585.00		\$ 803.00		\$ 347.00	
MHT			\$ 537.00	\$ (50.00)	\$ 267.00	\$ 220.00	\$ 407.00	\$ 122.00	\$ 367.00	\$ 218.00	\$ 522.00	\$ 81.00	\$ 242.00	\$ 105.00
ALB			\$ 531.00	\$ (44.00)	\$ 335.00	\$ 152.00	\$ 516.00	\$ 13.00	\$ 497.00	\$ 88.00	\$ 451.00	\$ 152.00	\$ 315.00	\$ 32.00
YUL			\$ 520.00	\$ (33.00)	\$ 450.00	\$ 37.00	\$ 478.00	\$ 51.00	\$ 520.00	\$ 65.00	\$ 414.00	\$ 189.00	\$ 357.00	\$ (10.00)
BTV	Orlando/Sanford, FL **	SFB												
MHT			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
ALB			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
YUL			\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
BTV	Fort Lauderdale, FL	FLL	\$ 314.00		\$ 303.00		\$ 294.00		\$ 320.00		\$ 518.00		\$ 300.00	
MHT			\$ 248.00	\$ 66.00	\$ 251.00	\$ 52.00	\$ 278.00	\$ 16.00	\$ 322.00	\$ (2.00)	\$ 459.00	\$ 59.00	\$ 251.00	\$ 49.00
ALB			\$ 196.00	\$ 118.00	\$ 177.00	\$ 126.00	\$ 166.00	\$ 128.00	\$ 316.00	\$ 4.00	\$ 781.00	\$ (263.00)	\$ 217.00	\$ 83.00
YUL			\$ 291.00	\$ 23.00	\$ 292.00	\$ 11.00	\$ 253.00	\$ 41.00	\$ 327.00	\$ (7.00)	\$ 337.00	\$ 281.00	\$ 232.00	\$ 68.00
BTV	Denver, CO	DEN	\$ 426.00		\$ 385.00		\$ 349.00		\$ 446.00		\$ 476.00		\$ 422.00	
MHT			\$ 366.00	\$ 60.00	\$ 312.00	\$ 53.00	\$ 386.00	\$ (37.00)	\$ 370.00	\$ 76.00	\$ 582.00	\$ (106.00)	\$ 356.00	\$ 66.00
ALB			\$ 378.00	\$ 48.00	\$ 394.00	\$ (29.00)	\$ 256.00	\$ 93.00	\$ 335.00	\$ 111.00	\$ 542.00	\$ (66.00)	\$ 262.00	\$ 160.00
YUL			\$ 441.00	\$ (15.00)	\$ 424.00	\$ (59.00)	\$ 395.00	\$ (46.00)	\$ 488.00	\$ (42.00)	\$ 433.00	\$ 43.00	\$ 443.00	\$ (21.00)
BTV	Los Angeles, CA	LAX	\$ 474.00		\$ 423.00		\$ 370.00		\$ 576.00		\$ 542.00		\$ 472.00	
MHT			\$ 475.00	\$ (1.00)	\$ 282.00	\$ 141.00	\$ 366.00	\$ 4.00	\$ 487.00	\$ 89.00	\$ 554.00	\$ (12.00)	\$ 482.00	\$ (10.00)
ALB			\$ 475.00	\$ (1.00)	\$ 423.00	\$ -	\$ 414.00	\$ (44.00)	\$ 515.00	\$ 61.00	\$ 623.00	\$ (81.00)	\$ 372.00	\$ 100.00
YUL			\$ 461.00	\$ 13.00	\$ 514.00	\$ (91.00)	\$ 525.00	\$ (155.00)	\$ 504.00	\$ 72.00	\$ 453.00	\$ 89.00	\$ 399.00	\$ 73.00
BTV	Charlotte, NC	CLT	\$ 270.00		\$ 321.00		\$ 426.00		\$ 466.00		\$ 396.00		\$ 287.00	
MHT			\$ 269.00	\$ 1.00	\$ 279.00	\$ 42.00	\$ 228.00	\$ 198.00	\$ 243.00	\$ 223.00	\$ 427.00	\$ (31.00)	\$ 228.00	\$ 59.00
ALB			\$ 283.00	\$ (13.00)	\$ 283.00	\$ 38.00	\$ 352.00	\$ 74.00	\$ 382.00	\$ 84.00	\$ 520.00	\$ (124.00)	\$ 300.00	\$ (13.00)
YUL			\$ 452.00	\$ (182.00)	\$ 371.00	\$ (50.00)	\$ 389.00	\$ 37.00	\$ 301.00	\$ 165.00	\$ 399.00	\$ (3.00)	\$ 310.00	\$ (23.00)
Cumulative Average Difference				\$ (7.44)		\$ (14.20)		\$ (6.44)		\$ 33.64		\$ (12.27)		\$ 18.96
MHT Average Difference			MHT	\$ (12.00)	MHT	\$ 26.73	MHT	\$ 6.80	MHT	\$ 58.07	MHT	\$ (47.40)	MHT	\$ 20.13
ALB Average Difference			ALB	\$ (8.60)	ALB	\$ (32.87)	ALB	\$ (8.93)	ALB	\$ (11.33)	ALB	\$ (97.40)	ALB	\$ 3.47
YUL Average Difference			YUL	\$ (1.73)	YUL	\$ (36.47)	YUL	\$ (17.20)	YUL	\$ 54.20	YUL	\$ 108.00	YUL	\$ 33.27

True Cost Calculator Based on \$50,00 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
FROM:	TO Destination:	Code	\$	Difference	\$	Difference	\$	Difference	\$	Difference	\$	Difference
BTV	Washington, D.C. National	DCA	\$ 395.76		\$ 279.68		\$ 279.64		\$ 506.02		\$ 301.02	
BOS			\$ 743.22	\$ (347.46)	\$ 683.26	\$ (403.58)	\$ 733.26	\$ (453.62)	\$ 1,038.13	\$ (532.11)	\$ 777.93	\$ (476.91)
MHT			\$ 651.84	\$ (256.08)	\$ 627.78	\$ (348.10)	\$ 627.82	\$ (348.18)	\$ 876.71	\$ (370.69)	\$ 627.37	\$ (326.35)
BTV	Baltimore, MD	BWI	\$ 537.76		\$ 420.68		\$ 420.64		\$ 510.02		\$ 470.02	
BOS			\$ 673.22	\$ (135.46)	\$ 663.26	\$ (242.58)	\$ 683.26	\$ (262.62)	\$ 722.13	\$ (212.11)	\$ 660.93	\$ (190.91)
MHT			\$ 744.84	\$ (207.08)	\$ 644.78	\$ (224.10)	\$ 644.82	\$ (224.18)	\$ 1,187.71	\$ (677.69)	\$ 826.37	\$ (356.35)
BTV	Washington Dulles, VA	IAD	\$ 299.76		\$ 369.68		\$ 369.64		\$ 416.02		\$ 352.02	
BOS			\$ 723.22	\$ (423.46)	\$ 673.26	\$ (303.58)	\$ 745.26	\$ (375.62)	\$ 1,101.13	\$ (685.11)	\$ 766.93	\$ (414.91)
MHT			\$ 764.84	\$ (465.08)	\$ 746.78	\$ (377.10)	\$ 746.82	\$ (377.18)	\$ 1,073.71	\$ (657.69)	\$ 817.37	\$ (465.35)
BTV	Las Vegas, NV	LAS	\$ 499.76		\$ 372.68		\$ 372.64		\$ 592.02		\$ 532.02	
BOS			\$ 803.22	\$ (303.46)	\$ 909.26	\$ (536.58)	\$ 929.26	\$ (556.62)	\$ 1,049.13	\$ (457.11)	\$ 830.93	\$ (298.91)
MHT			\$ 797.84	\$ (298.08)	\$ 851.78	\$ (479.10)	\$ 851.82	\$ (479.18)	\$ 906.71	\$ (314.69)	\$ 799.37	\$ (267.35)
BTV	Chicago, IL	ORD	\$ 454.76		\$ 509.68		\$ 420.64		\$ 721.02		\$ 552.02	
BOS			\$ 703.22	\$ (248.46)	\$ 698.26	\$ (188.58)	\$ 758.26	\$ (337.62)	\$ 1,102.13	\$ (381.11)	\$ 704.93	\$ (152.91)
MHT			\$ 603.84	\$ (149.08)	\$ 733.78	\$ (224.10)	\$ 851.52	\$ (430.88)	\$ 945.71	\$ (224.69)	\$ 711.37	\$ (159.35)
BTV	JFK, NY	JFK	\$ 214.76		\$ 256.68		\$ 266.64		\$ 424.02		\$ 380.02	
BOS			\$ 733.22	\$ (518.46)	\$ 683.26	\$ (426.58)	\$ 749.26	\$ (482.62)	\$ 808.13	\$ (500.11)	\$ 713.93	\$ (333.91)
MHT			\$ 770.84	\$ (556.08)	\$ 821.78	\$ (565.10)	\$ 821.82	\$ (555.18)	\$ 1,070.71	\$ (646.69)	\$ 791.37	\$ (411.35)
BTV	LaGuardia, NY	LGA	\$ 199.76		\$ 215.68		\$ 220.64		\$ 428.02		\$ 346.02	
BOS			\$ 683.22	\$ (483.46)	\$ 683.26	\$ (467.58)	\$ 683.26	\$ (462.62)	\$ 793.13	\$ (365.11)	\$ 692.93	\$ (346.91)
MHT			\$ 637.84	\$ (438.08)	\$ 682.78	\$ (467.10)	\$ 682.82	\$ (462.18)	\$ 819.71	\$ (391.69)	\$ 648.37	\$ (302.35)
BTV	Detroit, MI	DTW	\$ 590.76		\$ 740.68		\$ 745.64		\$ 739.02		\$ 386.02	
BOS			\$ 770.22	\$ (179.46)	\$ 749.26	\$ (8.58)	\$ 739.26	\$ 6.38	\$ 808.13	\$ (69.11)	\$ 714.93	\$ (328.91)
MHT			\$ 784.84	\$ (194.08)	\$ 767.78	\$ (27.10)	\$ 767.82	\$ (22.18)	\$ 862.71	\$ (123.69)	\$ 813.37	\$ (427.35)
BTV	Newark, NJ	EWR	\$ 234.76		\$ 199.69		\$ 745.64		\$ 505.02		\$ 341.02	
BOS			\$ 714.22	\$ (479.46)	\$ 683.26	\$ (483.57)	\$ 739.26	\$ 6.38	\$ 787.13	\$ (282.11)	\$ 703.93	\$ (362.91)
MHT			\$ 629.84	\$ (395.08)	\$ 706.78	\$ (507.09)	\$ 767.82	\$ (22.18)	\$ 892.71	\$ (387.69)	\$ 664.37	\$ (323.35)
BTV	Atlanta, GA	ATL	\$ 559.76		\$ 601.68		\$ 601.64		\$ 675.02		\$ 419.02	
BOS			\$ 719.22	\$ (159.46)	\$ 719.26	\$ (117.58)	\$ 725.26	\$ (123.62)	\$ 903.13	\$ (228.11)	\$ 676.93	\$ (257.91)
MHT			\$ 683.84	\$ (124.08)	\$ 823.78	\$ (222.10)	\$ 823.82	\$ (222.18)	\$ 937.71	\$ (262.69)	\$ 658.37	\$ (239.35)
BTV	Fort Lauderdale, FL	FLL	\$ 375.76		\$ 351.68		\$ 366.64		\$ 590.02		\$ 372.02	
BOS			\$ 793.22	\$ (417.46)	\$ 751.26	\$ (399.58)	\$ 786.26	\$ (419.62)	\$ 899.13	\$ (309.11)	\$ 714.93	\$ (342.91)
MHT			\$ 667.84	\$ (292.08)	\$ 694.78	\$ (343.10)	\$ 694.82	\$ (328.18)	\$ 874.71	\$ (284.69)	\$ 667.37	\$ (295.35)
BTV	Denver, CO	DEN	\$ 437.76		\$ 421.68		\$ 421.64		\$ 551.02		\$ 494.02	
BOS			\$ 928.22	\$ (490.46)	\$ 813.26	\$ (391.58)	\$ 907.26	\$ (485.62)	\$ 1,084.13	\$ (533.11)	\$ 837.93	\$ (343.91)
MHT			\$ 728.84	\$ (291.08)	\$ 802.78	\$ (381.10)	\$ 802.82	\$ (381.18)	\$ 997.71	\$ (446.69)	\$ 772.37	\$ (278.35)
BTV	Los Angeles, CA	LAX	\$ 495.76		\$ 442.68		\$ 442.64		\$ 614.02		\$ 544.02	
BOS			\$ 873.22	\$ (377.46)	\$ 883.26	\$ (440.58)	\$ 945.26	\$ (502.62)	\$ 1,002.13	\$ (388.11)	\$ 882.93	\$ (338.91)
MHT			\$ 644.84	\$ (149.08)	\$ 782.78	\$ (340.10)	\$ 782.82	\$ (340.18)	\$ 969.71	\$ (355.69)	\$ 898.37	\$ (354.35)
BTV	Charlotte, NC	CLT	\$ 393.76		\$ 498.68		\$ 498.64		\$ 468.02		\$ 39.02	
BOS			\$ 759.22	\$ (365.46)	\$ 701.26	\$ (202.58)	\$ 810.26	\$ (311.62)	\$ 907.13	\$ (439.11)	\$ 827.93	\$ (788.91)
MHT			\$ 695.84	\$ (302.08)	\$ 644.78	\$ (146.10)	\$ 644.82	\$ (146.18)	\$ 842.71	\$ (374.69)	\$ 644.37	\$ (605.35)
Cumulative Average Difference				\$ (322.27)		\$ (342.92)		\$ (332.43)		\$ (387.98)		\$ (322.98)
BOS Average Difference			BOS	\$ (352.10)	BOS	\$ (329.51)	BOS	\$ (340.12)	BOS	\$ (384.40)	BOS	\$ (355.70)
MHT Average Difference			MHT	\$ (294.08)	MHT	\$ (332.24)	MHT	\$ (309.94)	MHT	\$ (394.26)	MHT	\$ (343.71)

Burlington International Airport – Commission Status List

Commission Meeting – March 20, 2017

- Commission meeting coverage

Commission Meeting - February 21, 2017

- Provide statistics on the number of inquiries received in the last six months by the Chamber of Commerce and find out the Chamber's perception of its value add to the airport.

Commission Meeting - January 17, 2017

- -Airport Taxi RFP
- -Airport Garage Hardware/Software RFP