

MEMO

TO: Finance Board

FROM: Burlington International Airport

DATE: October 11, 2012

SUBJECT: Finance Board Approval Request – Terminal Roof Project

The Burlington Airport seeks Finance Board and City Council approval and authorization for a contract to AC Hathorne in the amount of \$744,352 related to replacement of the main terminal roof.

A Request for Proposals for the roof replacement project was publicly noticed on September 19, 2012 with bids due October 1, 2012. Two bids were received for the project as follows:

AC Hathorne - \$744,352
Rodd Roofing - \$818,200

The lowest responsible bidder is AC Hathorne with a bid in the amount of \$744,352. This cost includes a 30 year warrantee on the roof. AC Hathorne is prequalified with the City of Burlington and will be paying livable wages under this contract. Due to the condition of the roof and number of leaks affecting the public and tenants, and ongoing damage to terminal areas, work on the roof will start immediately up to \$50,000 to remove the roof ballast (rocks) while the formal contract approval process is occurring. The remaining project up to the contract is anticipated to start as soon as Board of Finance and City Council approval to execute the contract is received. Vermont Gas and Burlington Electric are evaluating the roofing project for potential credits due to the replacement of failed wet insulation with 6" new insulation (R37).

Funding for the roof project will be repaid at 68% Passenger Facility Charge funds (PFC) and 32% Airport Capital. Approval to spend PFC funds on this project has been authorized by the airlines and is in the process of submittal to the FAA for public notice and acceptance. While this process is occurring the funds for this project will be borrowed in coordination with the city using a line of Credit Revenue Anticipation Note (RAN) repaid with PFC funding upon formal approval by the FAA under the terms of the financing. Approval from the FAA is anticipated in 4 months. Airport operating funds will be used to cover the Airport Capital portion of the project. A Summary of this cost breakdown is:

Total Cost:	\$744,352
68% PFC Eligible:	\$506,159
32% Airport Capital:	\$238,193

A resolution was prepared and reviewed by McNeil, Leddy, and Sheahan is included with this Request. This contract was approved by the Airport Commission on 10-11-12.

Thank you for your consideration of this important project.



A. C. HATHORNE COMPANY

Roofing Contractor

Above the Rest Since 1875

October 1, 2012

Director of Aviation
Burlington International Airport
1200 Airport Drive, #1
South Burlington, VT 05403

Re: Design Build Re-Roofing Project, Terminal Ballast Roof Installed in 1984 – approx.
45,200 sq. ft.

Dear Sir,

Thank you for allowing A.C. Hathorne the opportunity to present you with a proposal for your roofing project. The following proposal outlines the scope of work to install a new fully adhered White EPDM roof system with a twenty year manufacturer's warranty per the RFP base request. We have also included pricing for alternates #2 and #3 per the RFP.

We have not included a price for Alternate #1. This Alternate will not apply because the insulation is being removed to the steel deck and no vapor retarder exists.

We have also included two Value Engineering voluntary alternates to install black EPDM membrane in lieu of the white for both 20 and 30 year systems which will result in significant cost savings.

Our Design Build scope of work which meets the general guidelines of the RFP will be as follows. See the attached Firestone letter confirming that, along with the sample 20 and 30 year warranties.

We have attached a list of a few similar projects we have completed over the past few years for your reference.

(cont.)

252 Avenue C, Griswold Industrial Park, Williston, Vermont 05495
Tel. 802-862-6473 Fax. 802-865-4398
Email hathorne@achathorne.com Website www.achathorne.com

*A division of Al Melanson Co., Inc.
Offices: Keene & Bow, NH - Williston & Rutland, VT*

Our specific scope of work for Base Bid will be as follows.

- 1) Remove stone ballast; truck away and legally dispose of debris. A.C. Hathorne will install temporary ballast to keep roofing in place.
- 2) Remove existing EPDM membrane, all associated insulation and built up roofing down to deck; truck away and legally dispose of debris.
- 3) Install two layers of Firestone 3" polyisocyanurate insulation mechanically fastened to deck (R=37).
- 4) Install Firestone .060 White EPDM membrane fully adhered to insulation.
- 5) Flash all walls per manufacturer's specifications.
- 6) Flash all penetrations per manufacturer's specifications.
- 7) Remove all unused steel frames; truck away and legally dispose of debris.
- 8) Cut siding at penthouse roof in order to install proper wall flashing.
- 9) Install 30" x 30" EPDM walkway pads in place of existing concrete pavers. Concrete pavers to be removed from site and disposed of legally
- 10) Install Firestone 24 gauge galvanized Kynar finished metal gravel stop where required and flash into new roof system. Color to be chosen from manufacturer's standard colors.
- 11) Install Firestone 24 gauge galvanized Kynar finished metal coping where required. Color to be chosen from manufacturer's standard colors.

Furnish Firestone twenty year labor and material warranty along with concurrent A.C. Hathorne two year contractor warranty. A.C. Hathorne is responsible for repairing leaks caused by defective material and/or workmanship for a period of two years from date of completion. A.C. Hathorne is responsible for repairing roof leaks only. A.C. Hathorne is not responsible for any consequential damage that may result from roof leaks.

Base Price - \$642,138.00

Alternate #1: Not Applicable, existing insulation is being removed to deck.

Alternate #2: To provide 30 year manufacturer's warranty in lieu of 20 year manufacturer's warranty the following enhancements must be made:

- 1) Install .090 White EPDM membrane in lieu of .060 membrane.
- 2) Additional insulation fasteners are required.
- 3) Installation of 6" seam tape is required in lieu of 3" seam tape.
- 4) Additional flashings at pipes and curbs are required.
- 5) Additional flashing is required at perimeter.

Alternate #2 add: \$99,097.00 to base price.

(cont.)

Alternate #3: Install roof system meeting FM 1-90 specifications add: \$3,117.00 to base price

Voluntary Alternate #1: Install .060 Black EPDM membrane in lieu of White EPDM if desired and provide a 20 year warranty Deduct: \$27,718.00 from base price.

Voluntary Alternate #2: Install .090 Black EPDM membrane in lieu of White EPDM if desired and provide a 30 year warranty Deduct: \$26,917.00 from Alternate #2 price.

A 5% bid bond is attached. If a payment and performance bond is required it will depend on final pricing of base bid and alternates accepted as to how much the P&P bond will cost. No cost for the P&P is included in any of the above pricing. The cost will be based upon the rate of \$12 per thousand

This scope of work and pricing is contingent upon a few items listed below.

It is my understanding that the existing built up roofing has been tested for asbestos containing material and none was found. We will need to be furnished with a copy of this report.

We will need access to the east side of the terminal to place our crane, dumpsters, and vacuum for removing ballast and material deliveries.

After speaking with Kelly Colling, it is my understanding the badging process may take two weeks and the crane permit may take 45 days. If this permit processing requires 45 days it may be too late in the year to proceed with this project. It would be beneficial to everyone involved if this permitting could be waived or expedited.

We would proceed with due diligence on this project but the weather is a big factor in the start of a roofing project as involved as this one. It is possible the re-roofing may have to cease due to cold weather, snow and/or ice and would have to re-start at a later date.

I met with Rick and Matt from your facilities team to check the underside of the deck for conduits lying up in the steel flutes. We saw none in our investigation. Rick contacted in-house electrician and he stated there were none in the entire terminal. This is good news for this type of roofing installation. Our fasteners will only penetrate the top flutes of the deck 1", so penetrating of any conduit should not be an issue.

(cont.)

Burl. Airport Terminal 1984 Ballast Roof

-4-

October 1, 2012

Payment terms are net 14 days and subject to VT Prompt Pay Statute. If you have any questions feel free to contact me.

Sincerely,

A.C. HATHORNE



Terry Martin
Project Manager



BUILDING PRODUCTS COMPANY

September 27, 2012

To: A.C. Hathorne
Attn: Terry Martin

From: Dan Chalifour, Firestone Manufacturers Representative

Re: Burlington Vt Airport Reroof Project

Please be advised that the attached base bid proposal fm A.C. Hathorne meets Firestone's criteria for a 20 year Red Shield No Dollar Limit warranty and also meets a UL Class A fire rating. Attached is a copy of the warranty to be issued.

Also please be advised that Alt 1 meets Firestone's criteria for a 30 year Platinum No Dollar Limit warranty and meets a UL Class A fire rating. Attached is a copy of the 30 year warranty.

If you have any questions, or I can be of further assistance, I can be reached at 603 355 6981 or via e-mail at dchalifour@easternar.com.

Regards,

Dan Chalifour
Firestone Manufacturers Representative

NOBODY COVERS YOU BETTER
Eastern Architectural Representatives
130 New Boston Street • Woburn, MA 01810
866.533.1010 Fax 781.933.1055
www.firestonebpco.com

RED SHIELD WARRANTY



RED SHIELD ROOFING SYSTEM LIMITED WARRANTY

Warranty No:
Building Owner:
Building Identification:
Building Address:
Warranty Period Of:
Roofing Contractor:

FBPC #

Square Footage:

s.f.

SAMPLE

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Roofing System ("System").

TERMS, CONDITIONS AND LIMITATIONS

- Products Covered.** The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator.
- Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of occurrence of a leak. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a Firestone Leak Notification Acknowledgement. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak.
- Investigation.** If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Red Shield Roofing System Limited Warranty (the "Limited Warranty"), the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.
- Disputes.** Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.
- Exclusions.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Winds of peak gust speed at or in excess of 55 MPH calculated at ten (10) meters above ground using available meteorological data; (c) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (d) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not be limited to; those items listed on the reverse side of this Limited Warranty entitled "Building Envelope Care and Maintenance Guide"; (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc.; (f) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; (g) Acid, oil, harmful chemicals, or the reaction between them; (h) Alterations or repairs to the System that are not completed in accordance with Firestone's published specifications, not completed by an approved contractor, and/or not completed with proper notice to Firestone; (i) The design of the roofing system; Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; (j) Improper selection of materials for the roof assembly or the failure to accurately calculate wind uplift and/or roof loads; (k) Deterioration to metal roofing materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or, (l) Change in building use or purpose.
- Transfer.** This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by Firestone.
- Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
- Roof Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage caused by, removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.
- Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
- Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By:

SAMPLE

Authorized
Signature:
Title:

Firestone

040907

BUILDING ENVELOPE CARE AND MAINTENANCE GUIDE
(For Red Shield Warranted Roofing Systems)

Congratulations on your purchase of a Firestone Roofing System! Your roof is a valuable asset that should be properly maintained. **All roofs and roofing systems require periodic inspection and maintenance to perform as designed and to keep your Limited Warranty in full force and effect.**

1. The roof should be inspected at least twice yearly and after any severe storms. A record of all inspection and maintenance activities should be maintained, including a listing of the date and time of each activity as well as the identification of the parties performing the activity.
2. Proper maintenance and good roofing practice require that ponded water (defined as water standing on the roof forty-eight hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain, and all drain areas must remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof.
3. The Firestone Roofing System should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Firestone Roofing System is in contact with any such materials, these contaminants should be removed immediately and any damaged areas should be inspected by a Firestone Licensed Applicator and repaired if necessary.
4. The Firestone Roofing System is designed to be a waterproofing membrane and not a traffic surface. Roof traffic other than periodic traffic to maintain rooftop equipment and conduct periodic inspections should be prohibited. In any areas where periodic roof traffic may be required to service rooftop equipment or to facilitate inspection of the roof, protective walkways should be installed by a Firestone Licensed Applicator as needed to protect the roof surface from damage.
5. Some Firestone roofing membranes require maintenance of the surface of the membrane:
 - a. **Smooth-surfaced Firestone APP membranes** should be coated with an approved liquid coating, such as Firestone Aluminum Roof Coating or Firestone AcryliTop applied in accordance with Firestone specifications, in order to maximize the service life of the membrane. If this coating is not applied as part of the initial roofing installation, it should be applied within the first five years after the roof is installed to help protect the membrane from surface crazing and cracking. In addition, this coating should be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
 - b. **Granule-surfaced Firestone APP and SBS membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. If areas of granular loss are discovered during inspection, these areas should be coated with Firestone AcryliTop or other Firestone-approved coating applied in accordance with Firestone specifications.
 - c. **Gravel-surfaced Firestone BUR membranes** do not normally require surface maintenance other than periodic inspection for contaminants or damage. If areas of gravel loss are discovered during inspection, gravel must be reinstalled into hot asphalt to protect the surface of the membrane. Coatings on smooth surface BUR membranes must be maintained as needed to re-coat any areas that have blistered, peeled or worn through.
 - d. **Firestone EPDM and TPO roofing membranes** do not normally require surface maintenance other than periodic inspection for contaminants, cuts or punctures. Occasionally, approved liquid roof coatings, such as Firestone AcryliTop, are applied to the surface of EPDM membranes in order to provide a lighter surface color. Such coatings do not need to be maintained to assure the performance of the underlying EPDM roof membrane, but some maintenance and re-coating may be necessary in order to maintain a uniform surface appearance.
 - e. **Firestone Una-Clad metal roofing panels and trim** do not normally require surface maintenance other than periodic inspection for contaminants or damage. In addition, periodic cleaning of the surface may be required to remove dirt and maintain the aesthetic appearance of the coated metal. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. If cleaning with agents other than water is contemplated, several precautions should be observed: (1) do not use wire brushes, abrasives, or similar cleaning tools which will mechanically abrade the coating surface, and (2) cleaning agents should be tested in an inconspicuous area before use on a large scale.
6. All metal work, including counter-flashings, drains, skylights, equipment curbs and supports, and other Firestone brand rooftop accessories must be properly maintained at all times. Particular attention should be paid to sealants at joints in metal work and flashings. If cracking or shrinkage is observed, the joint sealant should be removed and replaced with new sealant.
7. Any alterations to the roof, including but not limited to roof curbs, pipe penetrations, roof-mounted accessories, and tie-ins to building additions must be performed by a licensed Firestone Licensed Applicator and reported to Firestone. Additional information and reporting forms for roof alterations are available at www.firestonebpco.com.
8. Should you experience a leak:
 - (a) Check for the obvious: clogged roof drains, loose counterflashings, broken skylights, open grills or vents, broken water pipes.
 - (b) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all-important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
 - (c) Contact Firestone Warranty Claims at 1-800-830-5612 as soon as possible...but please don't call until you are reasonably sure that the Firestone Roofing System is the cause of the leak.

Firestone feels that the preceding requirements will assist you, the building owner, in maintaining a watertight roof for many years. Your roof is an investment, and maintenance is essential to maximize your return on this important investment.

Firestone
BUILDING PRODUCTS
NOBODY COVERS YOU BETTER™

250 West 96th St., Indianapolis, IN 46260
1-800-428-4442 • 1-317-575-7000 • www.firestonebpco.com

International Offices:

Canada: 2835 Argentia Road, Unit #2 • Mississauga, ON L5N 8G6 • 800-428-4442 • www.firestonebpco.ca
Europe: Hermesstraat 2C - 1930 • Zaventem, Brussels, Belgium • +32 2 7114450 • www.firestonebpco.com
Latin America: 8300 NW 53rd Street, Suite #106 • Miami, FL 33166 • 305-471-0117 • www.firestonebpco.com



A. C. HATHORNE COMPANY

Roofing Contractor

Above the Rest Since 1875

October 1, 2012

Director of Aviation
Burlington International Airport
1200 Airport Drive, #1
So. Burlington, VT 05403

Re: Terminal Ballast Roof 1984 Re-roof Project

Dear Sir:

As requested the following is a list of projects we have completed with the similar scope of work as we are proposing for this project. The list is as follows:

Project : VANG Bldgs. 130 & 150 – 77,700 s.f. Completed 2007
Scope: Remove entire existing roofing and install new fully adhered membrane roofing
Contact: Don Stewart, Stewart Construction 879-0500

Project: Ferrisburg School – 29,200 s.f. – Completed 2009
Scope: Remove entire existing roofing and install new fully adhered membrane roofing.
Contact: Steve Theriault, Wright & Morrissey, Inc. 873-4541

Project: St. Albans City Elementary School- 14,100 s.f. Completed 2012
Scope: Remove entire existing roofing and install new fully adhered membrane roofing
Contact: Tim Heinlein, DEW Construction, 872-0505

Project: Babcock School – 26,500 s.f. – Completed 2012
Scope: Remove entire existing membrane roofing and install new fully adhered membrane roofing
Contact: Lora McAllister, Bus. Mgr. Franklin N.W. Supr. Union 868-4967X28

Project: IBM Bldg. 973 2011 Re-roof Project-120,500 s.f.-Completed 2011
Scope: Remove existing membrane roofing and install new fully adhered membrane roofing.
Contact: Deb Wehrin, PC Construction 769-1623

Sincerely,


Terry Martin
Project Manager

252 Avenue C, Griswold Industrial Park, Williston, Vermont 05495
Tel. 802-862-6473 Fax. 802-865-4398
Email hathorne@achathorne.com Website www.achathorne.com

*A division of Al Melanson Co., Inc.
Offices: Keene & Bow, NH - Williston & Rutland, VT*



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we A C Hathorne Company
252 Ave. C, Williston, VT 05495, as principal (the "Principal"),
and **LIBERTY MUTUAL INSURANCE COMPANY**, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto Burlington International Airport
1200 Airport Drive 1, South Burlington, VT 05403, as obligee (the "Obligee"), in
the penal sum of 5% of Attached Bid Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: 1984 Terminal Roof Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 1st day of October, 20 12.

WITNESS / ATTEST

Mary C. Diller

A C Hathorne Company
(Principal)

By: _____ (Seal)

Name: David Hathorne
Title: Vice President

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____ (Seal)

Attorney-in-Fact
James F. Campbell, Jr.



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint JAMES F. CAMPBELL, JR., GRETCHEN G. FOWLER, GAIL T. TAYLOR, TYNA MORT, ALL OF THE CITY OF KEENE, STATE OF NEW HAMPSHIRE

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIVE MILLION AND 00/100 DOLLARS (\$ 5,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 20th day of September, 2010.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of September, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 1st day of October, 2012.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



P.O. Box 69
49 Perkins Street
St. Johnsbury, VT 05819

T 802.748.4555
800.331.7663
F 802.748.3069

October 1, 2012

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

Director of Aviation:

Roddd Roofing is pleased to quote the re-roof at Burlington International Airport as follows:

Base Bid

- * remove to deck
- * two layers of polyisocyanurate
- * fully adhered .060 white EPDM

Total Cost: \$692,000

Alternate #1: Not recommending to go over existing roof. Needs to be ripped to deck.

Alternate #2: **\$121,000 add** for 90 mil with 30 year warranty

Alternate #3: **\$5200 add** for FM requirements

Please give me a call at 802-473-6534 if you have any questions.

Regards,

David Banks

Account Manager

Roddd Roofing

802-473-6534

dbanksroddroofing@gmail.com



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BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Major L. Rodd, The Roofer, Inc.
as Principal, (hereinafter called the "Principal"), and Fidelity & Deposit Company of Maryland
600 Red Brook Blvd., Owings Mills, MD 21117, a corporation duly organized under the laws
of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto
Burlington International Airport, 1200 Airport Drive, #1, S. Burlington, Vermont 05403

as Obligee, (hereinafter called the "Obligee"), in the sum of five percent of attached bid
Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Burlington International Airport - Main Terminal Building Roof

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 27th day of September A.D., 2012

Craig Dejell
Witness

Major L. Rodd, The Roofer, Inc.
Principal (SEAL)

Robin W. Faraone
Witness

Fidelity & Deposit Company of Maryland
Surety
By Scott F. Boardman (SEAL)
Scott F. Boardman, Attorney-in-Fact