Request for Proposals (RFP)

Underground Injection Control (UIC) Permit Management Services
@ Burlington International Airport (BTV)
1200 Airport Drive, Suite 1
South Burlington, VT 05403

Date of Issuance:
September 1, 2020

Due Date:
October 9, 2020
2:00 PM

Contact:
Larry Lackey
Director of Engineering and Environmental Compliance
(802) 338-8106
llackey@btv.aero

I. PROJECT BACKGROUND

Burlington International Airport (BTV) is seeking proposals from proponents to provide Underground Injection Control (UIC) Permit Management Services for the Following Permits at 1200 Airport Drive, South Burlington, Vermont:

- UIC Permit – UIC-6-0137
  - A copy of the permit can be found in Exhibit A

It is the intent of the City to execute a contract for a duration of 5 years. This contract will apply for the period expected to begin October 1, 2020 and terminating June 30, 2024, with the possibility for extending for 2 years in one-year increments until June 30, 2026.

II. SCOPE OF WORK

A. Scope of Work. The scope of work will include but not be limited to:

- Perform annual system field inspection and semi-annual groundwater quality and wastewater monitoring.
- Develop annual system field system field inspection reports and semi-annual groundwater quality and wastewater monitoring reports.
- Provide permit assistance and sub-consultant management (If used).
- Sampling, lab analysis, permit renewal applications, quality assurance, all requirements to maintain compliance, and recommendations for better management practices.

The Airport is subject to three Underground Injection Control (UIC) permits identified below:

- UIC Permit – UIC-6-0137
  - A copy of the permit can be found in Exhibit A

Permit compliance conditions vary for each permit according to the date of issuance and permitting rules at the time of issuance. This includes inspection, ground water monitoring, and reporting requirements. Management of these permits requires effort and responsibility to maintain compliance. We are looking for the respondent to help us ensure that compliance requirements are met. We are also seeking input on better management practices.

B. Scope of Proposed Operation. The Contractor shall be required to provide labor and specified equipment, supplies and materials required to complete the services in an acceptable manner.

Work must be performed in the most professional manner with the highest standard of workmanship and in accordance with the conditions to be set forth in the contract. The Airport will expect that the employees engaged by contractor will do so in a manner that is pleasant to and respectful of the Airport's employees, the employees of Airport concessionaires and contractors and the general public utilizing the Airport. It will also expect that employees chosen to work under the contract at the Airport will be chosen on the basis of equal opportunity and the absence of any form of impermissible discrimination based upon protected characteristics. The Contractor will provide that the Airport shall have the right to terminate the contract if these requirements are not met. Contractor shall also be familiar with the City's Livable Wage, Union Deterrence and Outsourcing Ordinances and compliance will be expected with all requirements thereof.

The Contractor and all work performed must be in compliance local, state, and federal law.

The Contractor's employees must be able to attend and receive the appropriate clearances to work in certain areas of the facility that will require a badge. This includes but it is not limited to a. pass a security threat assessment from the TSA, b. pass an FBI criminal record check, c. complete a security identification display area class and pass the corresponding exam. If applicable, there is also a corresponding driving course and d. pay appropriate fees.

III. RESPONSE FORMAT

A. A cover page with the name, address, and telephone number of the participating Consultant.

B. A summary of the Consultants' understanding and approach of the project Scope of Work.

C. A description of information and participation the Consultant desires from Airport staff.

D. A Statement of Qualifications applicable to this project including the names, qualifications and proposed duties of the Consultants' staff to be assigned to this project; a listing of recent similar projects completed, including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City should contact. A resource allocation matrix shall be included, which shall contain in rows, a list of tasks for the project, and in columns the appropriate staff job titles assigned to the work with the estimated number of hours allocated for each task and, a total estimated fee per task.

E. A schedule of the work including proposed dates for each submittal discussed in the Scope of Work above.

F. A copy of the Consultant's hourly rate schedule for all personnel, and project costs anticipated to be involved in the project, and a stated that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work

incurred that is not part of this RFP. All extra work will require prior approval from the Airport.

IV. SUBMISSIONS

It is the responsibility of the participating contractor to ensure that the point of contact has received a completed Proposal by the required deadline.

A. **Facility Visits.** A facility visit can be arranged by contacting one of the airport contacts listed above prior to September 25, 2020..

B. **Deadline for Receipt of Proposals.** Proposals must be received by Larry Lackey at llackey@btv.aero no later than 2:00 p.m. on the above due date. Upon receipt and review of proposals, they will be tabulated and a response will be provided to all proposers as soon as possible. Proposals will be submitted by e-mail only.

   Submittal by e-mail: Send your Proposal in a single PDF file to Larry Lackey at the contact e-mail address contained on the cover page of this Request for Proposals. The subject line of the e-mail should state: "BTV UIC Permit Management."

C. **Questions.** Questions and requests for clarification relating to this Request for Proposal may be made to the contact person at the e-mail address contained on the cover page of this Request for Quotes. Only e-mail communications will be accepted. All questions and requests for clarification must be received no later than seven (7) days in advance of the proposal due date. All responses to questions and requests for clarification will be posted to www.btv.aero as an amendment to this RFP. The Airport shall be under no obligation to respond to questions or requests for clarification submitted after the deadline referenced above.

V. CONTRACTOR SELECTION

A. **Evaluation Process:** Proposals received by the deadline will be reviewed and evaluated by BTV. Additional information may be requested prior to final selection. BTV reserves the right to accept or reject any or all submitted Proposals with or without cause. Upon reviewing Proposals, BTV's review team will recommended finalists for final review and a preliminary selection of a firm will be awarded on or around mid-October. The project award will be made (in BTV's sole discretion) to either the best proposal and/or the lowest responsive AND qualified proposer for the services proposed.

   The Proposals will be rated according to the following criteria (Total of 40 points possible):

1. Qualifications (12 points possible)

    a. Employees/Workers/(Sub)Contractors: Each member of the Consultant's project team shall be discussed in the proposal with regard to the role that member will perform for the project, and their qualifications for performing such role. The discussion of each member's qualification shall include the member's abilities, relevant experience, education, and time availability for work on this project for the entire duration of the project.

    b. Managers: Particular detail shall be included to present the relevant expertise of each professional who will oversee each section or task of the work. Additionally, a description shall be included of the level of involvement that each oversight professional on the project team will have in the work; including the frequency of interaction with those team members which they supervise, and the diligence of their supervision and review of subordinates' work.

2. Understanding and Approach (12 points possible)

    a. A clear understanding of the project scope or work shall be demonstrated by the proposal.

    b. Demonstrate familiarity with UIC permit compliance.

    c. The approach to the work shall be organized, efficient, and promote the highest quality product possible for the Airport.

3. Cost and Schedule (16 points possible)

    a. The estimate of time and fees required to perform each task shall demonstrate adequate resource allocation and the ability to provide experienced professional services in a timely and efficient manner.

B. Notification of Status. Participating contractors who are not selected will be notified after the project has been awarded.

VI. EXHIBITS

A. Exhibit A: PERMIT
B. Exhibit B: Draft Contract
C. Exhibit C: Burlington Standard Contract Conditions
D. Exhibit D: Burlington Livable Wage Ordinance Certification
E. Exhibit E: Burlington Outsourcing Ordinance Certification
F. Exhibit F: Burlington Union Deterrence Ordinance Certification

VII. CONTRACTING

The Contractor prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: https://www.sec.state.vt.us/. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Contractor Conditions (Attachment A in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

If the award of the contract aggrieves any firms, they must appeal in writing to the City. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract.

VIII. AGREEMENT REQUIREMENTS

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited those in the Burlington Contractor Conditions (Attachment C) and the attached Draft Agreement.

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals, or responding to any further requests for interviews, additional data, etc., prior to the issuance of the contract.

X. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity. The City will not reimburse any person or entity for any costs incurred.

XI. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the submission of the response.

XII. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XIII. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If bidder knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in bid documents, including but not limited to unit prices and rate calculations, bidder shall immediately give the City written notice thereof. Contractor shall not cause or permit any work to be conducted which may related to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the bid or contract documents or that Contractor may proceed without any modification being made to the bid or contract documents.

XV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XVI. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID–19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractor shall consider public health emergencies as they develop project schedules and advance the work.

The City may require a public health emergency plan be submitted as part of the bid. This plan will contain:

1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see attached Standard Contract Conditions For Contractors, Sections 21);

2) A schedule for possible updates to the plan in advance of the start of work (see attached Standard Contract Conditions For Contractors, Sections 21); and
3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid. While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.

XVII. Statutory and Other Requirements

The services requested may be funded with public funds. If so, participating firms and individuals will be required to comply with all federal, state, and local rules and regulations, including:

1. **Civil Rights & Equal Opportunity.** Participating firms and individuals shall not discriminate on the basis of race, color, national origin, sex, physical disability or veteran status in the award and performance of contracts.

2. **DBE Obligations.** Participating firms and individuals must assure that Disadvantaged Business Enterprises (DBEs)—as defined in 49 CFR Part 23—have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds.

3. **Title VI Solicitation Notice.** BTV, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offers 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.

4. Any contracts and subcontracts issued as a result of this RFP are subject but not limited to the following federal provisions:

   - Title VI of the Civil Rights Act of 1964
   - Section 520 of the Airport and Airway Improvement Act of 1982
   - 49 USC § 50101 – Buy America Preference (as applicable)
   - 29 CFR Part 5 – Davis Bacon (as applicable)
   - DOT Regulation 49 CFR Part 18.36(i) - Access to Records
   - DOT Regulation 49 CFR Part 20 - Lobbying and Influencing Federal Employees
   - DOT Regulation 49 CFR Part 26 -Disadvantage Business Enterprises Participation.
   - DOT Regulation 49 CFR Part 29 - Government-wide Debarment and Suspension
   - DOT Regulation 49 CFR Part 30 - Federal Trade Restriction Clause
   - Executive Order 11246 (Affirmative Action to Ensure Equal Employment Opportunity).

5. **City of Burlington Livable Wage Ordinance.** As a condition of entering into an agreement with BTV after the conclusion of the Request for Proposals process, the selected firm or individual will be required to comply with the City's Livable Wage Ordinance, which can be found at B.C.O. § 21-80 *et seq.*

6. **City of Burlington Union Deterrence Ordinance.** As a condition of entering into an agreement with BTV after the conclusion of the Request for Proposals process, the selected firm or individual will be required to comply with the City's Union Deterrence Ordinance, which can be found at B.C.O. § 21-100 *et seq.*

7. **City of Burlington Outsourcing Ordinance.** As a condition of entering into an agreement with BTV after the conclusion of the Request for Proposals process, the selected firm or individual will be required to comply with the City's Outsourcing Ordinance, which can be found at B.C.O. § 21-90.

8. **Child Support Payments**. As a condition of entering into an agreement with BTV after the conclusion of the Request for Proposals process, the selected firm or individual will be required to certify that—as of the date of signing the agreement—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 selected firm or individual is a sole proprietorship, the statement applies only to the proprietor. If the selected firm or individual is a partnership, the statement applies to all general partners

with a permanent residence in Vermont. If the respondent is a corporation, this provision does not apply.

9. **Tax Requirements.** As a condition of entering into an agreement with BTV after the conclusion of the Request for Proposals process, the selected firm or individual will be required to certify—as required by law under 32 V.S.A. § 3113—that under the pains and penalties of perjury, the selected firm or individual 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.

10. **Lobbying**. If the awarded contract exceeds $100,000, as a condition of entering into an agreement with BTV after the conclusion of the Request for Proposals process, the selected firm or individual will be required to certify that 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. The selected firm or individual will be required to complete and submit 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.

11. **Texting While 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 Federal Aviation Administration 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 subgrant. 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 that involve driving a motor vehicle in performance of work activities associated with the project.

******** End of Request for Proposals*********

Exhibit A:

PERMITS

STATE OF VERMONT
AGENCY OF NATURAL RESOURCES
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DRINKING WATER AND GROUNDWATER PROTECTION DIVISION
ONE NATIONAL LIFE DRIVE – DAVIS 4
MONTPELIER, VERMONT 05620-3521

ENVIRONMENTAL PROTECTION RULES, CHAPTER 11
UNDERGROUND INJECTION CONTROL REGULATIONS

Permit No.: UIC-6-0137
PIN: EJ96-0386

In compliance with the provisions of the Vermont Water Pollution Control Act as amended (10 V.S.A. chapter 47), and Part C of the Safe Drinking Water Act (SDWA), and the Underground Injection Control (UIC) Regulations as amended (Environmental Protection Rules, Chapter 11), the permittee:

Burlington International Airport (BTV)
City of Burlington
1200 Airport Drive, #1
South Burlington, Vermont 05403-6028

is authorized by the Secretary of the Agency of Natural Resources ("Secretary") to discharge stormwater runoff containing aircraft deicing fluid (AFD) to groundwater through Class V underground injection wells in accordance with the following conditions. These collection, treatment and disposal systems qualify for this Underground Injection Control Permit in accordance with §11-302(a,2) of the Underground Injection Control Regulations.

INTRODUCTION:

This is a renewal and amendment UIC permit that combines three permits originally issued to the Burlington International Airport: 6-0084 (issued by VT DEC on March 21, 2008), 6-0117 (issued by VT DEC on August 10, 2012), and 6-0075 (issued by VT DEC on February 9, 2007 and amended on April 25, 2016) authorizing disposal to four separate Class V injection wells. This permit serves as a renewal and replacement for UIC permits 6-0084 (ADF treatment system, South End apron) and 6-0117 (ADF treatment system, Air Cargo 890 Ramp), and as an amendment and replacement for permit 6-0075 (ADF treatment systems, Main Air Carrier [MAC] apron and Note2 apron). The conditions in this permit apply to all underground injection wells and associated infrastructure listed herein. This permit specifically amends the former permit 6-0075 by approving the addition or replacement of specific components of the Stormwater/ ADF

INTRODUCTION (continued):

collection, treatment, and disposal system, as listed in section C3. This permit also adds monitoring requirements for specific chemical parameters, daily stormwater/ ADF flow volume measurement for all injection wells named herein, estimation of average daily ADF application volume, and measurement of daily ambient temperature and daily precipitation at the airport.

PERMIT SUMMARY:

Expiration date:
March 31, 2024

Type of waste to be disposed:
Stormwater comingled with aircraft deicing fluid (ADF) containing propylene glycol

Treatment system:
Collection drain system, collection vaults, swirl separators, pump stations, leach fields. Oil/water separators are also planned to be installed in the MAC apron and NOTE2 apron collection systems as pretreatment.

Disposal system:
The various collection systems are connected to a total of four leach fields (injection wells) on the site. The four leach fields compose three infiltration areas. The MAC and NOTE2 fields are considered to form one infiltration area because they share a compliance point.

Potential receiving streams:
The South End Apron and Air Cargo 890 Ramp systems are potentially received by a Class 2 wetland contiguous with Muddy Brook, which is a tributary to the Winooski River. The MAC apron and NOTE2 apron systems are potentially received by an unnamed tributary to the Winooski River approximately 2300 feet North of the new MAC leach field. The South MAC apron area is potentially received by a Class 2 wetland contiguous to Potash Brook, which is a tributary to Lake Champlain.

Compliance Schedule:
The following schedule summarizes the actions and requirements necessary for compliance with the conditions of this permit. The permittee shall complete the requirements in accordance with the dates indicated. See the designated section for specific details.

Permit Summary (continued):

Table 1: Compliance schedule

Condition #	Description	Schedule Date
A4(a)	Submit Fuel Spill Mitigation Plan	5/31/2021
A4(b)	Submit Flow Monitoring Upgrade Plan	5/31/2021
A5 & A6	Conduct effluent and groundwater sampling	Twice annually, as noted in section
A7	Submit updated QA/QC plan	Within 90 days of permit issuance
B1	Submit results of monitoring and analyses	Within 45 days of sampling event
B5(a)	Have a Vermont Licensed Professional Engineer complete an inspection of stormwater/ ADF collection, treatment, and disposal system	Once annually in the months of April - May
B5(b)	Submit annual inspection report	Annually by June 30th
B5(c)	Submit schedule for implementing Engineer's recommendations from the annual inspection	Annually by July 31st
C4(h)	Submit construction certification	Within 30 days of construction completion
C5(e)	Submit construction progress reports	Quarterly after permit issuance
D1	Apply for renewal of UIC Permit	3/31/2024

SECTION A: SYSTEM OPERATION

A1. General Operating Requirements:

The collection, treatment, and disposal system authorized in this permit shall be operated at all times in a manner that will: (1) not result in the direct discharge of stormwater containing aircraft deicing fluid to waters of the state; (2) assure that wastes discharged to the injection well will not surface at the point of discharge or within 300 feet of the point of discharge and (3) prevents waste from backing up into a treatment unit, if there is one, or into the collection system; (4) not result in exceedances of the limitations identified in Condition A5; (5) not result in a violation of the Vermont Groundwater Protection Rule and Strategy; and (6) not result in a violation of the Vermont Water Quality Standards.

A2. Proper Operation and Maintenance:

The permittee shall at all times, properly operate and maintain all facilities and systems of treatment and controls (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

A3. Discharge Restrictions:

Stormwater runoff containing aircraft deicing fluid (ADF) collected from impervious surfaces is the only waste allowed to be discharged to the Class V injection wells. The permittee shall not use this disposal system to dispose of hazardous materials. This permit authorizes only the disposal of ADF containing propylene glycol, as described in the application, and any proposed change in the ADF utilized will require the permittee to apply for and obtain a permit amendment.

A4. Special Conditions:

a. Fuel Spill Mitigation Plan

The permittee shall develop and submit a plan to address permanent mitigation measures to physically prevent incidental and potential catastrophic releases of hazardous materials from reaching the leach fields. This plan must be submitted to the Secretary for approval by May 31, 2021.

b. Flow Monitoring Upgrades

The permittee shall develop and submit a plan for accurately estimating the total daily flow through the NOTE2 system, to facilitate the reporting of flow data. This plan must be submitted to the Secretary for approval by May 31, 2021.

A5. Effluent Monitoring and Limitations:

Effluent from the stormwater/ ADF collection, treatment, and disposal systems shall meet the following limits and monitoring frequencies and shall be sampled pursuant to the following monitoring requirements by a qualified professional proficient in the sampling procedures specified in Condition B4.

Table 2: Effluent limitations and monitoring requirements

EFFLUENT CHARACTERISTICS	DISCHARGE Limitations	MONITORING REQUIREMENTS	
		Measurement Frequency	Sample Type
Flow: Main Air Carrier (MAC) apron	501,908 gpd design limit	Daily total w/ monthly avg	Meter
Flow: NOTE2 apron	60,363 gpd design limit	Daily total w/ monthly avg	Meter
Flow: Air Cargo 890 ramp	161,568 gpd design limit	Daily total w/ monthly avg	Meter
Flow: South End apron	233,376 gpd design limit	Daily total w/ monthly avg	Meter
Precipitation (rain or snow)	Monitor only	Daily total w/rain or snow notation	Gauge
Ambient temperature at airport	Monitor only	Daily high and low	Meter
Volume of ADF solution applied	Monitor only	Daily average volume	Estimate
BOD_5	Monitor only	2 × year[1]	Composite
1,4 Dioxane	Monitor only	2 × year[1]	Grab
Formaldehyde	Monitor only	2 × year[1]	Grab
Propylene Glycol (PG)	Monitor only	2 × year[1]	Grab
Ethylene Glycol (EG)	Monitor only	2 × year[1]	Grab
Chloride	Monitor only	2 × year[1]	Grab
Nitrate	Monitor only	2 × year[1]	Grab
Total Dissolved Solids	Monitor only	2 × year[1]	Grab
Alkalinity	Monitor only	2 × year[1]	Grab
pH	Monitor only	2 × year[1]	Grab
Conductivity	Monitor only	2 × year[1]	Grab

Samples collected in compliance with the monitoring requirements specified above shall be collected at the pump station or other agreed upon location as outlined in the QA/QC Plan.

[1] Samples shall be collected twice annually, once during the period of October-November, and again in the spring within 21 days of the conclusion of deicing activities. A sampling event within the period of 21 days before or after the conclusion of deicing activities will be in compliance with this permit requirement. Effluent sampling shall be concurrent with the groundwater quality sampling.

A6. Groundwater Monitoring:

Groundwater samples shall be monitored pursuant to the following monitoring requirements by a qualified professional proficient in the sampling procedures specified in Condition B4, and samples shall be collected at the locations shown on the document entitled "Burlington International Airport UIC System Monitoring Map" created by VHB dated 6/24/2016:

Table 3: Groundwater monitoring requirements

SAMPLING PARAMETER	PERMIT LIMITATIONS	MONITORING REQUIREMENTS	
		Measurement Frequency	Sample Type
Water level	Monitor only	2 × year[1]	Grab
BOD_5	Monitor only	2 × year[1]	Grab
Propylene Glycol (PG)	Monitor only	2 × year[1]	Grab
Ethylene Glycol	Monitor only	2 × year[1]	Grab
1,4 Dioxane	0.03 µg/L	2 × year[1]	Grab
Formaldehyde	1000 µg/L	2 × year[1]	Grab
Chloride	Monitor only	2 × year[1]	Grab
Nitrate	10 mg/L	2 × year[1]	Grab
Total Dissolved Solids	Monitor only	2 × year[1]	Grab
Alkalinity	Monitor only	2 × year[1]	Grab
pH	Monitor only	2 × year[1]	Grab
Conductivity	Monitor only	2 × year[1]	Grab

Samples collected in compliance with the monitoring requirements specified above shall be collected from all upgradient and downgradient monitoring wells associated with the injection wells or other agreed upon location as outlined in the QA/QC Plan.

[1] Samples shall be collected twice annually, once during the period of October-November, and again in the spring within 21 days of the conclusion of deicing activities. A sampling event within the period of 21 days before or after the conclusion of deicing activities will be in compliance with this permit requirement. Groundwater quality sampling shall be concurrent with the effluent sampling.

A7. Quality Assurance/Quality Control Plan:

Within 90 days of the issuance of this permit, the permittee shall submit an ***updated*** Quality Assurance/Quality Control (QA/QC) Plan of all required monitoring for review and approval. The plan shall include identification of all analytical procedures, detection limits, personnel who will conduct sampling, sampling methods, sample preservation methods, all sampling locations, sampling frequency, reporting times, laboratory used for analysis and quality control measures for both sampling and analysis. The plan shall also include an assessment of the condition and placement of all monitoring wells to produce the most representative monitoring well arrangement. The plan shall be subject to review and approval of the Secretary.

SECTION B: REPORTING AND INSPECTION REQUIREMENTS

B1. Monitoring Reports:

a. Reports shall be submitted within 45 days of each sampling event required in condition A5 and A6. Reports shall include all groundwater levels, flow and chemistry data collected during the sampling event, a tabulation of all historic data, a current groundwater contour map based on the groundwater level measurements, a narrative describing the stormwater collection, treatment, and discharge system operation, and an assessment of regulatory compliance.

b. All reports and any other correspondence required by any condition of this permit shall be submitted to the UIC Program at:

Underground Injection Control Program
Department of Environmental Conservation
Drinking Water & Groundwater Protection Division
One National Life Drive – Davis 4,
Montpelier, VT 05620-3521
Or submitted to the UIC inbox at:
ANR.DWGWPUICPermits@vermont.gov

The report shall be signed by the permittee, under the following statement:

"I certify under penalty of law that I have personally examined, and am familiar with, the information submitted herein. Based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment."

B2. Records Requirements:

a. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation; retain copies of all reports required by this permit; and retain records of all data used to complete the application for this permit, for a period of at least five (5) years from the date of the sample, measurement, report, or application. This period may be extended by the Secretary at any time. The permittee shall also furnish to the Secretary, upon request, copies of records required to be kept by this permit;

b. Records of monitoring information shall include:

i. the date, exact place, and time of sampling or measurements;
ii. the individual(s) who performed the sampling or measurements;
iii. the date(s) analyses were performed;
iv. the individual(s) who performed the analyses;
v. the analytical techniques or methods used; and
vi. the results of such analyses
vii. an assessment of compliance for each sampling event (ie: were any permit limits exceeded?)

The permittee shall retain all records concerning the nature and composition of any effluent, groundwater, and surface waters tested until five (5) years after completion of any plugging and abandonment procedures specified in the permit. The Secretary may require the owner or operator to deliver the records to the Secretary at the conclusion of the retention period.

B3. Miscellaneous monitoring:

If the permittee monitors any required parameter set forth in this permit more frequently or at additional locations than is required by this permit, the results of such monitoring shall be submitted to the Secretary.

B4. Sampling and Test Procedures:

All sampling, preservation, handling and test procedures used to comply with the monitoring requirements herein shall conform to procedures specified in the most current edition of Standard Methods for the Examination of Water and Wastewater APHA - AWWA - WPCF, and the Vermont Water Quality Standards unless written approval of an alternate method is received from the Agency. Sampling shall be completed by a qualified professional proficient in the sampling procedures specified above. Samples and measurements taken for monitoring shall be representative of the monitored activity.

B4. Sampling and Test Procedures (continued):

The laboratory utilized for analyzing the samples shall demonstrate successful participation in third party proficiency testing recognized by ISO or NELAP for all parameters and shall analyze any check sample provided by the Secretary. Failure to obtain an acceptable result for either the Secretary's check sample or successful third-party proficiency testing may be a basis for requiring an alternate analytical laboratory.

B5. Annual Engineer Inspection, Report and Implementation:

a. Inspection:

Annually, during the months of April - May, the permittee shall retain a Professional Engineer registered in the State of Vermont to perform a thorough inspection of the collection system, treatment system, and subsurface disposal systems. The engineer shall prepare an annual report on the system operation, maintenance, and compliance of the system. The report shall include discussions related to:

1. A complete list of the items evaluated and the results of the system evaluation;

2. Examination of the subsurface disposal systems looking for signs of surfacing or other problems;

3. A description and date of any maintenance and repairs performed on the collection system, treatment system or subsurface disposal system during the previous year and the outcome of the repairs;

4. A description of any necessary maintenance to be performed;

5. A description of any operational and performance issues associated with the systems along with recommended changes to physical infrastructure/operational regimes/maintenance practices to address these issues;

6. An evaluation of the past year's discharge and groundwater monitoring results relative to compliance with the permit limits and the Groundwater Protection Rule and Strategy (as amended) for the previous calendar year.

B5. Annual Engineer Inspection, Report and Implementation (continued):

b. Report:

By **June 30th** each year an inspection is performed, the permittee shall have a professional engineer submit the prepared report. The annual report shall include a review of all information about the system from March 1st of one year to February 28th of the following year.

c. Implementation:

By **July 31st** each year, the permittee shall notify the Secretary in writing stating how the engineer's recommendations were or are to be implemented, including submittal of a schedule for the required repair and maintenance items which have not yet been completed.

B6. Other Monitoring Requirements:

The Secretary reserves the right to require additional monitoring of the collection, treatment, and disposal systems, to include effluent, groundwater, and/or surface water monitoring, should operation of the system fail to meet the requirements of Conditions A1, A2, A3, A5 or A6, or if it is determined that a violation of the Groundwater Enforcement Standards has occurred. These determinations will be made on a case by case basis.

SECTION C: UNDERGROUND INJECTION WELL SYSTEM INFORMATION

C1. Location of Underground Injection Discharge Site:

This collection, treatment, and disposal system is located at N Latitude 44.473425°, W Longitude 73.156189° at the Burlington International Airport, 1200 Airport Drive, #1, South Burlington, Vermont 05403-6028.

C2. Approved Collection, Treatment and Disposal Systems:

This permit approves the operation of a multiple-injection-well disposal system for stormwater runoff containing aircraft deicing fluid (ADF). Runoff from four aprons and/or ramps (Main Carrier Apron including the South MAC Apron, NOTE2, South End Apron, and Air Cargo 890 Ramp) is conveyed to storm drains and directed to four different leach field systems (Class 5 injection wells) as shown on the document "Burlington International Airport UIC System Monitoring Map". Individual site plans are referenced below. The four leach field systems comprise three infiltration areas. The old Main Apron leach field is no longer in service and is slated to be removed.

C2. Approved Collection, Treatment and Disposal Systems (continued):

a. The Main Air Carrier (MAC) apron treatment system, as outlined in plan document "Air Carrier Apron – Glycol Treatment System Improvements, drawing C1, Site Plan" dated March 18, 2016, was activated on February 3, 2017 and is designed to dispose of up to 67,100 cubic feet ("ft^3"), or 501,908 gallons of stormwater/ ADF per day, equivalent to the Channel Protection Volume (one-year storm event) for 10.4 acres of impervious area at the Main Apron site, which has a total drainage area of 11.86 acres. The Channel Protection Volume corresponds to the runoff from a 2.1-inch, 24-hour storm event, with a one-year recurrence interval. The system is comprised of the following components:

- Approximately 1,500' of concrete trench drain
- Thirty-three (33) catch basins and drainage manholes
- Collection system piping consisting of 36", 30" 24", and 18" RCP and CMP pipe
- One Diversion Structure with concrete diversion weir
- One 138,400-gallon underground concrete Stormwater Storage Tank
- One Triplex Pump Station including electrical controls located in an underground concrete Electrical Vault
- Approximately 420 LF of 8" C900 PVC Force Main
- One Valve Vault and one Cleanout Manhole along the force main
- One - 210' long x 52' wide infiltration field. Depth of crushed stone is 1.75' deep.

The southern portion of the Main Air Carrier Apron (South MAC apron) is temporarily tied in via a collection and pumping system capable of delivering 29,900 gallons per day to the Main Air Carrier treatment system, as noted in record set "Temporary South Apron Overflow Force Main – Emergency Action Plan". It is planned to be tied permanently into the Main Air Carrier System in order to capture stormwater containing ADF that would otherwise be discharged to a stormwater infiltration gallery. The collection system serving the southern portion of the Main Air Carrier Apron is comprised of the following components:

- Approximately 40' of concrete trench drain.
- Four (4) catch basins and one (1) drainage manhole located on the South Apron.
- One temporary simplex pump station with concrete/aluminum plate diversion weir.
- One Vortech swirl separator (structure is off-line (plugged off) while temporary pump station is active).

C2. Approved Collection, Treatment and Disposal Systems (continued):

- Simplex pump station with electrical controls. Pump is a Gorman-Rupp, submersible pump, electric motor driven, Model S3B1, 230-volt, single phase. Design pump rate is 320 gpm at 51' TDH.
- Approximately 500' of 4" SDR 13.5 HDPE temporary force main located in the in-field area easterly of Taxiway 'Alpha' with discharge to Catch Basin S1.024.6
- No flow meter is installed at this pump station to monitor and record historical flows

<u>Electrical & Control Equipment at Perimeter Road:</u>
- Disconnect #3 (100 amp Main Power)
- Transformer
- Pump Station Control Panel with Red Alarm Beacon
- Pump H-O-A with Breaker

<u>Electrical Equipment at the North Hangar (Exterior North Wall):</u>
- Disconnect #2 (100 amp Main Power)

<u>Electrical Equipment at the North Hangar (Interior North Wall):</u>
- Disconnect #3 (100 amp Main Power)

b. The NOTE2 collection, treatment, and disposal system collects a portion of the flow in the MAC apron, as noted in document C504 "Drainage Plan – 4". The system is designed to dispose of up to 8,070 ft^3, or 60,363 gallons of stormwater/ADF per day, equivalent to the Water Quality Volume for 2.6 acres of impervious area at the north terminal site. The Water Quality Volume corresponds to the runoff from a 0.9-inch, 24-hour storm event, representing 90 percent of all probable storm events at the site, as specified by the Vermont Stormwater Management Manual (ANR 2002). It is comprised of the following components:

- Approximately 450' of concrete trench drain
- One diversion drainage manhole with slot for removable weir to abandoned pump station wet well
- Abandoned pump station wet well; Not in service nor connected to system
- One Vortechnics swirl separator
- One diversion manhole with weir
- One - 32' wide x 172' long Stormtech infiltration field. Depth of crushed stone is 5.67'deep.

*The system has no electrical components or control equipment.

c. The South End Apron treatment system, as outlined in plan document "Construct Stormwater Treatment Pumping and Infiltration System for General Aviation Apron – South End Development Phase II, Drawing C1, Overall Site Plan", dated August 7, 2008, is designed to dispose of a daily

C2. Approved Collection, Treatment and Disposal Systems (continued):

volume of up to 31,200 ft^3, or 233,376 gallons per day of stormwater/ ADF, which is equivalent to the one-year, twenty-four-hour storm volume, or 2.1 inches of rainfall (ANR 2002). The design volume includes the Water Quality Volume of 14,636 cubic feet for the 4.6-acre south end site. It is comprised of the following components:

- Approximately 400' of concrete trench drain
- Three (3) catch basins
- Eight (8) drainage manholes including flow control manhole and overflow manhole
- One bypass structure
- One Vortech swirl separator,
- One cast-in-place concrete 240,000-gallon stormwater detention tank
- One duplex pump station including electrical controls
- One valve vault with flow meter
- Approximately 2,250' of 4" SCH 80 PVC force main
- Nine (9) cleanout manholes
- One – 15' wide x 300' long infiltration field with 8 flushing valves. Depth of crushed stone is 3.0' deep.

d. The Air Cargo 890 ramp treatment system, as outlined in plan document "Construct Aircraft Deicing Fluid Treatment System, 890 Ramp, sheet 2, drawing number C1 Site plan" dated September 29, 2010, is designed to dispose a daily volume of up to 21,600 ft^3, or 161,568 gallons per day of stormwater/ADF, equal to the Water Quality Volume (ANR, 2002) for the pre-existing 10.4-acre impervious surface. It is comprised of the following components:

- Four (4) catch basins
- Three (3) drainage manholes
- One diversion structure
- One cast-in-place concrete 193,000-gallon stormwater detention tank
- One duplex pump station including electrical controls
- One valve vault with flow meter
- Approximately 290' of 6" SDR 11 HDPE force main
- Two (2) cleanout manholes
- One – 40' wide x 500' long infiltration field with 32 flushing valves. Depth of crushed stone is 3.0' deep.

e. The old Main Air Carrier apron system has been decommissioned and is planned to be removed, as noted in document C003: "Civil Demolition Plan". Operation of the old Main Air Carrier Apron system is not approved by this permit.

C3. Approved System Changes/ Permit Amendments

a. Addition of a pump station and force main to move ADF and stormwater from the 3.5-acre South MAC apron area to the MAC apron deicing fluid treatment system, as noted in the record drawing set titled "Temporary South Apron Overflow Force Main – Emergency Action Plan". A temporary pump station and surface piping have been in use since December 6, 2017. The temporary pump station is designed to convey a maximum of 28,700 gallons per day of stormwater/ ADF to the MAC apron ADF treatment system, per record drawings dated March 15, 2018, Sheet C4, New Temporary Pump Station Details, detail entitled: Section A-A, New Temporary Pump Station. The permittee has indicated that the MAC Apron system can accommodate the flow from either the South MAC Apron area, or the NOTE2 Apron, but not both at the current design flows (Channel Protection Volume). Alternatively, the MAC apron ADF treatment system can accommodate the flow from both the South MAC Apron area and the NOTE2 Apron if the design flow is the Water Quality Volume for all three areas. The Permittee does not have plans to reclassify the design volume at the time of issuance of this permit.

b. Calculations submitted by the permittee indicate that the MAC apron ADF treatment system can accommodate the flow from the NOTE2 apron. As part of the Taxiway 'G' project, a valve will be installed that can redirect runoff from the NOTE2 apron to the MAC apron. Installation of this valve enables the NOTE2 infiltration system to continue to be used as the primary infiltration field for the NOTE2 Apron, but can allow that flow to be diverted to the MAC treatment system as a backup in case of problems with the NOTE2 infiltration field, as noted in the document "Drainage Plan - 4".

c. As part of the "Taxiway G" project three new oil/water separators will be installed (see document "Drainage Details - 1"). Two will pretreat runoff from the MAC apron, and one will pretreat runoff from the NOTE2 apron, as noted in the document "Drainage Plan - 4". These systems are designed to capture petroleum spills, residual oils and sediment from large storm events (1st 1" of rainfall).

d. Collection system changes:

   1. The existing trench drain that collects runoff from the NOTE2 apron will be replaced and reduced in overall length from 320' to 318', as noted in the document "Drainage Plan - 4".

C3. Approved System Changes/ Permit Amendments (continued):

2. A dry well near the electrical vault that has experienced flooding problems from stormwater runoff containing ADF will be connected to the MAC apron collection system, as noted in document "Drainage Plan - 4". This modification will slightly increase the deicing drainage area of that system.

3. An existing length of pipe that is damaged and perforated will be removed and replaced, as noted in the document "Drainage Plan - 4". Replacing this pipe should reduce the base flow that enters the treatment system, and potentially reduce clogging in the system due to amorphous iron oxides.

4. A new structure will be added between Taxiway 'A' and Runway 1-19 to accommodate grading changes in this area, as noted in the document "Drainage Plan - 5". Due to this change, MAC apron drainage area will increase slightly, but deicing area will remain the same.

e. The Old Main Apron stormwater/ADF treatment system, which has been abandoned, will be removed as noted in document "Civil Demolition Plan - 3".

C4. Construction Approvals

The permittee shall construct changes to the Main Air Carrier Apron collection, treatment, and disposal system in accordance with the following plans and specifications stamped by David W. Rich of Stantec Consulting Services Inc. on May 1, 2019, as well as record drawings provided for the South Main Air Carrier Apron Temporary Pump Station:

<u>Drawing Number, Sheet Title, Date Last Revised:</u>
C003: "Civil Demolition Plan" dated May 1, 2019
C503: "Drainage Plan - 3" dated May 1, 2019
C504: "Drainage Plan - 4" dated May 1, 2019
C505: "Drainage Plan - 5" dated May 1, 2019
C511: "Drainage Details - 1" dated May 1, 2019
C1-C7 (Record Drawing Set): "Temporary South Apron Overflow Force Main - Emergency Action Plan", dated March 15, 2018.

C5. Construction Inspection and Certification:

a. The engineer or designated representative, or a licensed surveyor, shall stake out the location of the new oil/water separators, collection lines, manholes, tanks and associated infrastructure in accordance with the approved plans.

b. The engineer or designated representative shall provide general inspection of the work at reasonable intervals to assure that construction is completed in accordance with the approved plans.

C5. Construction Inspection and Certification (continued):

c. The engineer or designated representative shall be present for the installation of all major system components.

d. The engineer or designated representative shall be present for all required leakage and pressure testing of all tankage and collection lines, and shall verify the proper operation of all alarms, floats, valves, pumps, controls and any other component of the collection, treatment, and disposal system.

e. The engineer or designated representative shall maintain written reports of all inspections performed including dates, items inspected and comments. Copies of all inspection reports shall be submitted to the Secretary a minimum of every three months.

f. While the stone and geotextile filter fabric is intended to be left in place after removal of the infiltration piping, the engineer or designated representative shall ensure that any stone or soils removed from the old Main Air Carrier leach field is disposed in accordance with all applicable regulations.

g. The engineer or designated representative shall develop a plan for the proper management of stormwater containing ADF during construction if service will be interrupted. The plan shall be submitted to the Secretary for review and approval prior to construction. During construction, the engineer or designated representative shall ensure that stormwater containing ADF is managed in accordance with this UIC permit.

h. Within 30 days following completion of construction, the inspecting professional engineer shall certify in writing to the Secretary that the collection, treatment, and disposal system was constructed in accordance with the approved plans and specifications. As-Built plans of the collection, treatment and disposal system shall be submitted to the Secretary with the certification.

C6. General

The design and construction of the collection, treatment and disposal systems approved in this permit shall not deviate from the above listed plans. Before making modifications to the collection, treatment and disposal system, the permittee shall submit revised plans to the Secretary. These plans must be approved in writing before any of the modifications or additions are made. Changes to the design and construction may require a permit amendment.

C7. Compliance with the VT Groundwater Protection Rule and Strategy

Based on information submitted with the application for permit renewal, the Secretary concludes that this collection, treatment, and disposal system is in compliance with §12-604(a) of the Groundwater Protection Rule & Strategy.

SECTION D: ADMINISTRATION

D1. Expiration Date/Permit Renewal:

This permit, unless revoked or amended, shall be valid until March 31, 2024. Renewal of this permit will be subject to all rules applicable at the time of renewal. For the purposes of Title 3, an application for renewal of this permit will be considered timely if a complete application is received by the expiration date. However, it is recommended that the permittee apply for renewal 90 days in advance of permit expiration.

D2. Revocation:

The Secretary may revoke this permit in accordance with 10 V.S.A. Chapter 47 § 1267 and Section 11-702 of the UIC regulations.

D3. Transfer of Permit:

This permit is not transferable through the issuance of this permit to a new permittee without written approval of the Secretary. The current permittee shall notify the Secretary in writing, before any sale, lease, or other transfer of ownership of the property from which the permitted discharge originates. To obtain this permit, the proposed transferee shall make application for this permit to be reissued in their name.

D4. Operating Fees:

This underground injection discharge is subject to operating fees. The permittee shall submit the operating fees in accordance with the schedule provided in the "Drinking Water & Groundwater Protection Division Fees", issued under 10 VSA Chapter 47 & 10 VSA §1272. Each of the four injection wells will be subject to operating fees based on average daily disposal volume, as listed in table 4 below. The total annual operating fee is based on the combined annual average daily flow of the Main Air Carrier (MAC) Apron, South MAC Apron, NOTE2 Apron, Air Cargo 890 Ramp, and South End Apron stormwater/ ADF collection, treatment and disposal systems.

D4. Operating Fees (continued):

Table 4: Annual Average Daily Flows						
Site	**Main Air Carrier Apron**	**South MAC Apron**	**NOTE2**	**Air Cargo 890 Apron**	**South End Apron**	**Total**
Total Watershed (Acres)	11.86	3.5	2.6	10.97	4.6	**33.53**
Annual Average Flow (gpd)	29,296	6,905	5,952	19,381	10,635	**72,169**

D5. Permit Availability:

A copy of this permit shall remain at the office of the permittee and, upon request, shall be made available for inspection by the Secretary.

D6. Right of Secretary to Inspect:

The permittee shall allow the Secretary, or the Secretary's authorized representative, upon the presentation of their credentials and at reasonable times:

a. To enter upon permittee's premises in which any waste source, treatment or disposal system is located or in which any records are required to be kept under the conditions of this permit;

b. To have access to and copy any records required to be kept under conditions of this permit;

c. To inspect any monitoring equipment or method required in this permit;

d. To sample any discharge of waste, groundwater or surface water; and

e. To inspect any collection, treatment, pollution management and disposal system required by this permit.

D7. Minor Modifications to System:

Minor modifications of the approved disposal system or operation of the system which does not reduce the treatment effectiveness or exceed the disposal capacity may be approved without a permit amendment. Before making modifications to collection, treatment and disposal system, the permittee shall submit revised plans to the Secretary. These plans must be approved in writing before any of the modifications or additions are made.

D8. Notification Requirements

a. Planned changes - The permittee shall give notice to the Secretary as soon as possible of any planned physical alterations or additions to the permitted facility. Before making modifications to the collection, treatment, and disposal facility, the permittee shall submit plans to the Secretary. These plans must be approved in writing before any of the modifications or additions are made;

b. Anticipated noncompliance - The permittee shall give advance notice to the Secretary of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements;

c. Non-compliance/Violations - The permittee shall report any noncompliance which may violate the Vermont Ground Water Protection Rule and Strategy or endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24 hours:

   i. Any monitoring or other information which indicates that any contaminant may cause an endangerment to an underground source of drinking water (USDW); and

   ii. Any noncompliance with a permit condition or malfunction of the injection system which may cause fluid migration into or between USDWs.

d. Other information - Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Secretary, it shall promptly submit such facts or information.

D9. Reporting of Failures and Unpermitted Discharges to Surface Waters:

The permittee shall immediately report any failure of the stormwater/ ADF collection, treatment, or disposal system to the Secretary, first by telephone within 24 hours of the failure and then in writing within 5 days of the failure. A failed system is a system that is functioning in a manner (1) that allows stormwater/ADF to be exposed to the open air after being discharged, pool on the surface of the ground, discharge directly to surface water, or back up into the collection system; (2) that results in a potable water supply being contaminated and rendered not potable; or (3) that presents a threat to human health. The written notice shall include a discussion of the actions taken or to be taken to correct the failure. The permittee shall also report any spills or introductions of wastes not approved to be disposed through the stormwater/ ADF collection, treatment, and disposal system.

D10. Replacement of Failed Disposal System:

In the event the stormwater/ ADF disposal system fails, the permittee shall apply for a permit amendment for a replacement disposal system that meets the requirements of the Underground Injection Control Regulations. The engineering plans for the replacement system shall be reviewed and approved by the Secretary before any construction occurs.

D11. Plugging and Abandonment

a. Prior to abandoning a Class V well authorized in this permit, the permittee shall notify the Secretary in writing with a plan describing how the well will be plugged and abandoned in a manner that assures future compliance with the Ground Water Protection Rule and Strategy and that prevents the movement of fluid containing any contaminant into a current or future USDW.

b. The Secretary shall review and approve all closure plans prior to closure.

c. Closure plans shall be based on standard hydrogeologic principles and engineering practices.

d. The permittee shall dispose of or otherwise manage any soil, gravel, sludge, liquids, or other materials removed from or adjacent to the well in accordance with all applicable Federal, State, and local regulations and requirements.

e. Within 30 days of plugging or abandoning a well, a report shall be prepared and submitted to the Secretary for approval. The report shall include a statement that the well was plugged in accordance with the plan previously submitted to the Secretary.

D12. Corrective Actions

If the results of any inspection or monitoring indicate that an exceedance of the disposal limits identified in Condition A5, or a violation of the Vermont Ground Water Protection Rule and Strategy is occurring, or is likely to occur, the Secretary may require the permittee to take appropriate corrective actions to eliminate a violation or reduce the possibility of a violation.

D13. Performance Objectives

The issuance of this permit relies upon the data, designs, judgement and other information supplied by the applicant, the applicant's consultants and other experts who have participated in the preparation of the application. The Secretary makes no assurance that this system will meet the performance objectives of the applicant and no warranties or guarantees are given or implied.

D14. Effective date

This permit is effective on the date of signature.

D15. Appeal Rights

This permit may be appealed to the Environmental Division of the Vermont Superior Court within 30 days of the date the final permit is posted to the Environmental Notice Bulletin in accordance with 10 V.S.A., Chapter 220.

Peter Walke, Commissioner
Department of Environmental Conservation

By: Date: June 11, 2020

Bryan Harrington, Indirect Discharge and UIC Program Supervisor
Drinking Water and Groundwater Protection Division

Exhibit B:

Draft Contract

CITY OF BURLINGTON
DRAFT CONTRACTOR CONTRACT

This Contractor Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and [_____] ("Contractor"), a Vermont corporation located at [_____].

Contractor and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Contract Documents" means all the documents identified in Section 4 (Scope of Work) of this Contract.

B. "Effective Date" means the date on which this Contract is approved and signed by the City, as shown on the signature page.

C. "Party" means the City or Contractor, and "Parties" means the City and Contractor.

D. "Project" means the [_____].

E. "Work" means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

A. Authority. Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

B. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose. The City seeks to employ the Contractor to [_____].

3. EFFECTIVE DATE, TERM, AND TERMINATION

A. Effective Date. This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on [_____] or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Response to Request for Proposals).

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) [or as follows: _____].

Contractor agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

B. Payment Schedule. The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents [or as follows: _____]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

C. Maximum Limiting Amount. The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of $[_____]. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

D. Invoice. Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

[Name, address, phone, email]

The City reserves the right to request supplemental information prior to payment. Contractor shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Contractor and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

A. Contract Documents. The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated [_____]
Attachment B: Contractor's Response to Request for Proposals dated [_____]
Attachment C: Burlington Standard Contract Conditions for Contractors
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Contractor's Certificate of Insurance

B. Order of Precedent. To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract take precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

Contractor
[Name of Contractor]

By: _____

Date: _____

City of Burlington
Airport

By: _____
Gene Richards
Director of Aviation

Date: _____

Exhibit C:

Burlington Standard Contract Conditions

ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS

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

2. **INSURANCE:** 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 City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

   The Contractor is responsible to verify and confirm in writing to the City that: (i) all sub-contractors must comply with the same insurance requirements as the Contractor; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and (iii) all work activities related to the Contract shall meet minimum coverage and limits.

   No warranty is made that the coverage 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 City.

   A. General Liability And Property Damage: With respect to all operations performed by the Contractor, sub-contractors, agents or workers, it is the Contractor's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

      1. Premises Operations
      2. Independent Contractors'/Consultants' Protective
      3. Products and Completed Operations
      4. Personal Injury Liability
      5. Medical Expenses

Coverage limits shall not be less than:

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

B. 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 sub-contractors carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: $500,000 each accident

2. Bodily Injury by Disease: $500,000 policy limit,
$500,000 each employee

C. Professional Liability Insurance:

1. General: The Consultant/Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

   (a) $3,000,000 - Annual Aggregate

   (b) $2,000,000 - Per Occurrence

2. Deductibles: The Contractor is responsible for any and all deductibles.

3. Coverage: Prior to performing any work, the Contractor shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

D. 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 Contract. Each policy shall provide coverage with a limit not less than: $1,000,000 Combined Single Limit for each occurrence.

E. Valuable Papers And Records 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 information or data relating to the work, whether supplied by the City or developed by the Contractor, sub-contractor, worker, or agent, in

the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the Contractor to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of one hundred and fifty thousand dollars ($150,000) when the insured items are in the Contractor's possession, and in the amount of forty thousand dollars ($40,000) regardless of the physical location of the insured items.

F. Umbrella Liability:

1. $1,000,000 Each Event Limit

2. $1,000,000 General Aggregate Limit

3. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.

4. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor's use all available data related to the Contract 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.

5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

   Except with the approval of the City, during the life of the Contract, the Contractor shall not employ:

   1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.

   2. Any person so involved within one (1) year of termination of employment with the City.

   The Contractor warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other than a bona fide 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 Contract. For breach or violation of this warranty, the City shall have the right

to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Contractor, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Contractor's duties, or for neglecting or refusing to comply with the requirements of the Contract.

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.

7. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.

8. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors 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 Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors and any other person performing work under this Contract.

9. **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 City, 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 City, in writing, of any such contacts and the results thereof.

10. **INSPECTION OF WORK:** The City 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 City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

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 City.

11. **REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Contractor, shall be subject to review and endorsement by the City.

    Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

    A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Contractor shall respond to all official comments regardless of their source. The Contractor shall supply the City with written copies of all correspondence relating to formal and informal reviews.

    No acceptance shall relieve a Contractor of their professional obligation to correct any defects or errors in their work at their own expense.

12. **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 City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. 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 City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

13. **ACKNOWLEDGEMENTS:** Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

14. **APPEARANCES:**

    A. Hearings and Conferences: The Contractor shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These 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 Contract.

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

The Contractor further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract.

B. Appearance as Witness: If and when required by the City, the Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Contractor shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

15. PAYMENT PROCEDURES: The City shall pay, or cause to be paid, to the Contractor or the Contractor's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Contractor, whether in invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Contractor and the Contractor agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

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

16. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS: If Contractor knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Contractor shall immediately give the City written notice thereof. Contractor shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or

omission and have approved of modifications to the Contract Documents or that Contractor may proceed without any modification being made to Contract Documents.

17. **NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. Contract. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contract Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. **CHANGES AND AMENDMENTS:** No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor.

19. **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 Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City 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.

20. **PUBLIC HEALTH EMERGENCY:**

    A. Compliance with Mandates and Guidance: The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

    B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

        a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:

            i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;

ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
iii. A schedule for possible updates to the plan as standards and mandates change; and
iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

b. Review and Acceptance of Plan:
   i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
   ii. The City shall have sole discretion to require changes to the plan.
   iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above.

If Contractor's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete

performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Lease to be extended and shall not affect any rights accrued under this Lease prior to the occurrence of the force majeure. The Party giving notice of the force majeure shall also give notice of its cessation.

22. **PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the scope of work.

    The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

    No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

    The Contractor agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Contractor employees. The City reserves the right to audit the records of the Contractor related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Contractor until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

23. **FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

24. **RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

25. **ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.

26. **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 Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

27. **PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, 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 City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.

28. **PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

29. **RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above

information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. **CONTRACT DISPUTES:** In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

31. **SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the City Engineer shall act as referee on all questions arising under the terms of the Contract and that the decision of the City Engineer in such cases shall be binding upon both Parties.

32. **CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:

    A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City'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 and costs of materials obtained in preparation for Work but not yet installed or delivered, 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 City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

    B. Termination for Cause:

    i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty.

Contractor will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.

iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.

iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.

v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

33. **GENERAL COMPLIANCE WITH LAWS:** The Contractor and any sub-contractor approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract 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 Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, 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 Contract.

34. **CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any sub-contractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning

equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

35. **CHILD SUPPORT PAYMENTS:** By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is 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.

36. **TAX REQUIREMENTS:** By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor 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 Contract.

37. **INDEMNIFICATION:**

A. Indemnification by Contractor: Except for the active negligence or willful misconduct of the **City**, or any of its boards, officers, agents, employees, assigns and successors in interest, **Contractor** undertakes and agrees to defend, indemnify and hold harmless the **City** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **City**, including but not limited to, costs of experts and Contractors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its sub-contractors of any tier.

B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the **City** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Contractor or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Contractor or any third party.

38. NO GIFTS OR GRATUITIES: The Contractor shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

39. ASSIGNMENT: Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.

40. TRANSFERS, SUBLETTING, ETC: The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. 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 sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

41. CONTINUING OBLIGATIONS: The Contractor agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

42. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

43. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

44. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor

shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

45. **CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

46. **JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

47. **BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

48. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

49. **ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

50. **APPENDICES:** The City may attach to these conditions 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 City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

51. **NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

52. **WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Exhibit D:

Burlington Livable Wage Ordinance Certification

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

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

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

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

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

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

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

Date_____ By:_____

Contractor

Subscribed and sworn to before me:

Date _____ _____

Notary

Exhibit E:

Burlington Outsourcing Ordinance Certification

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, _____, on behalf of _____

(Contractor) and in connection with the

_____[project],

hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at _____, Vermont this ____ day of _____, 2018.

By:_____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Exhibit F:

Burlington Union Deterrence Ordinance Certification

Certification of Compliance with the City of Burlington's

Union Deterrence Ordinance

I, _____, on behalf of _____

(Contractor) and in connection with _____ (City

contract/project/grant), hereby certify under oath that _____

(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 20__.

By:_____ Duly Authorized Agent

Attachment G:

Contractor's Certificate of Insurance