



Sussex County Council Public/Media Packet

**MEETING:
June 3, 2014**

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MICHAEL H. VINCENT, PRESIDENT
SAMUEL R. WILSON JR., VICE PRESIDENT
GEORGE B. COLE
JOAN R. DEEVER
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Sussex County Council

AGENDA

JUNE 3, 2014

10:00 A.M.

Call to Order

Approval of Agenda

Approval of Minutes

Reading of Correspondence

Todd Lawson, County Administrator

1. Proclamation – Home Ownership Month
2. Planning and Zoning Commission Appointment(s)
3. Board of Adjustment Appointment(s)
4. Planning and Zoning Department Discussion
5. Legislative Update
6. Administrator's Report

Jim Hickin, Airport Manager

1. Industrial Park Lease – Bob Willey & Sons, Inc.
2. Airport Lease – Meridian Aviation, LLC



Joe Wright, Assistant County Engineer

1. **Delta Airport Consultants, Inc. - Agreement for Professional Services with Task Order No. 1**
2. **Selection of Consultants for Miscellaneous Engineering Services**
3. **Route 26 Force Main Relocation, Construction Administration and Inspection**
4. **Runway 4-22, Package 1 - Final Change Order, Substantial Completion and Amendment No. 14 for Construction Phase Services**

Grant Requests

1. **Lewes Historical Society for the Annual Chautauqua Tent Show.**
2. **Milton Historical Society for a community garden project.**
3. **Delaware Police Chiefs' Council for local police coordination.**
4. **Seaford School District for the IB (International Baccalaureate) Programme.**
5. **Town of South Bethany for the purchase of AEDs for the Beach Patrol.**
6. **Town of Fenwick Island for a landscaping project.**

Introduction of Proposed Zoning Ordinances

Any Additional Business Brought Before Council

Executive Session – Job Applicants' Qualifications and Land Acquisition pursuant to 29 Del. C. §10004(b)

Possible Action on Executive Session Items

Sussex County Council meetings can be monitored on the internet at www.sussexcountyde.gov.

In accordance with 29 Del. C. §10004(e)(2), this Agenda was posted on May 27, 2014 at 4:30 p.m., and at least seven (7) days in advance of the meeting.

This Agenda was prepared by the County Administrator and is subject to change to include the addition or deletion of items, including Executive Sessions, which arise at the time of the Meeting.

Agenda items listed may be considered out of sequence.

###

SUSSEX COUNTY COUNCIL - GEORGETOWN, DELAWARE, MAY 20, 2014

A regularly scheduled meeting of the Sussex County Council was held on Tuesday, May 20, 2014, at 10:00 a.m., in the Council Chambers, Sussex County Administrative Office Building, Georgetown, Delaware, with the following present:

Michael H. Vincent	President
Samuel R. Wilson, Jr.	Vice President
George B. Cole	Councilman
Joan R. Deaver	Councilwoman
Vance Phillips	Councilman
Todd F. Lawson	County Administrator
Gina A. Jennings	Finance Director
J. Everett Moore, Jr.	County Attorney

The Invocation and Pledge of Allegiance were led by Mr. Vincent.

**Call to
Order**

Mr. Vincent called the meeting to order.

**M 233 14
Approve
Agenda**

A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to approve the Agenda, as posted.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

Minutes

The minutes of May 13, 2014 were approved by consent.

**Adminis-
trator's
Report**

Mr. Lawson read the following information in his Administrator's Report:

1. Reminder – Jimtown Community Meeting

As reported on April 8th, the County and First State Community Action are facilitating the outreach efforts involving the Coastal Club development and the Jimtown community.

A community meeting is scheduled tonight at 6:00 p.m. at the Faith Bell Town United Methodist Church located at 32480 Lewes-Georgetown Highway at Five Points. The meeting is open to the public and any interested citizen as well as the residents are encouraged to attend.

The efforts focus on ensuring the Jimtown residents are aware of the improvements required by Ordinance No. 1770, including sidewalks,

**Adminis-
trator's
Report
(continued)**

streetlights, as well as sewer and water lines.

2. Project Receiving Substantial Completion

Per the attached Engineering Department Fact Sheet, Barrington Park – Phase 3 (a/k/a Coventry at Barrington Park) received Substantial Completion effective May 16, 2014.

3. Memorial Day Holiday

Please note, County offices will be closed on Monday, May 26th, to observe the Memorial Day Holiday. Offices will reopen on Tuesday, May 27th, at 8:30 a.m. The County Council will not meet on May 27th. The next Council meeting will be held on Tuesday, June 3, 2014.

[Attachments to the Administrator's Report are not attachments to the minutes.]

**Proposed
Fiscal
Year
2015
Budget**

Mr. Lawson, along with Gina Jennings, Finance Director, and Kathy Roth, Budget Director and Cost Manager, presented the proposed \$117.3 million budget for Fiscal Year 2015. Mr. Lawson stated that the budget represents a collaborative effort between the budget team and department heads.

Mr. Lawson thanked the County Council for its leadership and continued fiscal responsibility, which “have helped build a strong foundation that has allowed this government to weather the current economic environment”.

Mr. Lawson stated that, thanks to the Council's leadership and the budget team's conservative approach, the County will continue without raising taxes for another year. He also stated that the Fiscal 2015 forecast is promising; revenues from the housing sector are projected to be 20 percent to 30 percent over the previous year. The County's largest revenue source, Realty Transfer Tax, is expected to climb to over \$20 million by the end of the current fiscal year. Mr. Lawson stated that the budget team has taken a very conservative approach and developed a budget with “measured growth”; as a result, budgeted revenues are increased at a modest level of 2 percent for the General Fund. Further, while the Realty Transfer Tax trajectory is expected to continue its climb for a second year in a row, RTT is only budgeted at \$16 million. The RTT revenue amount is \$4 million below the forecasted amount, but half of what it was in 2006.

The County's budgeting principles remain as follows:

- Prepare a balanced budget with minimal increases
- Maintain an operating reserve of approximately 25 percent
- Continue to fund above the actuarial determined level of funding for pensions and pension benefits
- Operate without tax-supported debt

**Proposed
Fiscal
Year
2015
Budget
(continued)**

- **Maintain AA+ strong bond rating**
- **Maintain funding for local libraries**
- **Use technology to streamline and automate business practices**
- **Enhance the County’s virtual interface to improve customer service**
- **Provide a greater level of service to County residents**
- **Upgrade and maintain existing wastewater services**
- **Pay-as-you-go philosophy for the capital projects fund**
- **Continue to eliminate existing septic systems**
- **Continue the sewer assistance programs to help low-income residents**

Mr. Lawson reported that the Budget Committee has made assumptions as the budget was prepared. The Committee assumes that the County will continue to receive 1.5 percent of Realty Transfer Tax on eligible properties in unincorporated areas. The Committee also assumes the County will continue to receive the 30 percent grant from the State of Delaware to fund the paramedic program.

Mr. Lawson presented 2015 Budget highlights:

- **No change in County property tax rate**
 - Average County tax for a single-family home - \$107.97 or \$0.30 per day
 - Average County tax for a manufactured home - \$44.66 or \$0.12 per day
- **Reduced staffing levels – 1 less position (compared to 2014)**
- **General Fund is up \$1,808,000**
 - \$3 million from FY 2014’s anticipated surplus
- **Continue to fund critical public safety grants**
 - Fire and ambulance services - \$3.4 million
 - Local Law Enforcement - \$575,000
 - State Police - \$2.0 million for 44 additional State Troopers (total of 187 troopers in Sussex County)
- **Total library funding - \$4.6 million**
- **Governmental capital plan without general fund debt - \$7.1 million (37% for airport projects) (increase funding through Realty Transfer Tax)**

Mr. Lawson presented a breakdown of the \$117.3 million budget:

Expenditures	Fiscal 2015	Percentage Change Compared to Fiscal 2014
General Fund	\$51,944,586	3.6%
Capital Projects Governmental Fund	\$ 7,095,985	(28.1%)

Proposed Fiscal Year 2015 Budget (continued)	Enterprise Funds (Sewer and Water)	\$34,418,057	2.4%
	Capital Projects Enterprise Fund	\$14,335,000	(20.0%)
	Fiduciary Funds	\$ 9,515,975	53.9%

The total budget in the amount of \$117,309,603 reflects a (0.3%) change compared to Fiscal 2014.

Mr. Lawson reviewed General Fund highlights:

- No fee or tax increases
- Total operating budget increased 3.6%
- Overall budgeted revenues have increased 2.2%, or \$1.1 million
- No appropriated reserves used to cover operating expenses
- Taxable assessments increased 1.8%, or \$214,000
- Investment income increased 135%, or \$230,000
- 35% increase in building inspection revenue
- 18% increase in building permit revenue
- 22% increase in Fire Service fee
- 22% increase in mobile home placement tax
- 20% increase in Realty Transfer Tax
- Building related revenues set at 80% of expected revenues

Mr. Lawson highlighted personnel goals and objectives:

- Since 2009, the County has reduced its workforce by 10 percent, or 56 positions (through retirement, lateral transfers, or resignations that have not been filled)
- Since 2009, the County's total employee costs (excluding water, sewer and paramedics) has decreased \$1.5 million
- 5 new full-time and 6 new part-time employees are proposed
- Even with the new positions, this budget proposes to decrease the workforce by one additional position, bringing (full-time) staff levels to 498
- No changes to health insurance contributions and coverage; the cost of health insurance is \$7.6 million
- Pension contribution is budgeted at \$5.3 million; a 3 percent contribution is required for new hires
- 2 percent COLA
- Merit and bonus increases
- Continue health insurance opt-out incentives
- Continue dental and vision insurance
- Continue tuition reimbursements
- 13 paid holidays with 2 floating holidays

**Proposed
Fiscal
Year
2015
Budget
(continued)**

Gina Jennings, Finance Director, reviewed General Fund expenditures: Paramedic Program (26%); Grant-in-Aid (15%); Finance (9%); and Libraries (8%).

Mrs. Jennings noted that grants are the second largest category of the General Fund expenses. Mrs. Jennings highlighted the grant-in-aid program: 79% for public safety; 7% for libraries; 10% for community assistance; 3% for Agriculture and Drainage; and 1% for Town Grants.

Mrs. Jennings reviewed how one County tax dollar is spent: Public safety (\$.54); Libraries (\$.14); General Government (\$.12); Special Services (\$.07); Housing Rehabilitation and Community Support (\$.04); and Code Enforcement, P&Z, Permitting, Addressing (\$.09).

Mrs. Jennings reviewed the County's voluntary support of external public safety organizations. The County spends \$22 million on public safety. The County has a proud history of supporting fire and ambulance with \$38.9 million given in the past ten years. Public safety grants are proposed to be allocated as follows: Delaware State Police at \$2 million for the 44 additional police officers; Local Law Enforcement at \$575,000; and Fire and BLS Service at \$3.4 million (goes to the 20 fire companies and 2 ambulance companies).

Mrs. Jennings presented Community Development funding for Fiscal 2015: CDBG - \$1,050,000; Neighborhood Stabilization Program (NSP) - \$200,000; HUD HOME Program - \$500,000; County Council Emergency Grant Assistance - \$100,000; and Housing Preservation Grant (HPG) - \$25,000. She noted that the Community Development Department serves approximately 130 – 150 Sussex County households in a year.

Mrs. Jennings reviewed Capital Projects:

- **\$2.6 Million for Airpark Projects – Taxiway A and B Improvements; Expand Apron on Terminal Side; and Land Acquisition**
- **\$2.2 Million for Public Safety – 2 paramedic stations and Mobile Command Unit**
- **\$1.4 million for County Buildings – Administration Building Improvements, Maintenance Pole Barn and Digitalization of Maps**
- **\$750,000 for other projects – landfill land, library improvements, and Woodland Park**

Mrs. Jennings reported that capital expenditures will total \$7.1 million of which none is supported by debt. This year, the County will move any Realty Transfer Tax in excess of the \$16 million in the operating budget to support these projects. If projections are correct, \$4 million to \$5 million will be deposited into this fund.

Kathy Roth reviewed the highlights for Enterprise (Sewer and Water) Funds:

**Proposed
Fiscal
Year
2015
Budget
(continued)**

- **Service Charges – continue to work toward a uniform sewer rate**
- **1.3% increase in EDUs**
- **2.4% increase in the operating budget**
- **36% increase in capital expenditures**
- **Proposed hauler rate (septage treatment) increase**
- **System connection charges**
 - **Completed rate study**
 - **Moving toward a uniform rate**
- **Assessment charges - continue 100 foot cap**

Mrs. Roth explained that the proposed hauler rate will increase to 6.5 cents per gallon; the last rate increase was 15 years ago. The fee increase is proposed to offset the additional costs to operate the sewer treatment plant which result from accepting septage from haulers.

Mrs. Roth reviewed connection fees, which pay for the growth required in treatment plants and in regional sewer infrastructure (major pump stations and pipelines) to serve new customers; it pays for the impact that new customers have on the system. Connection fees are a one-time fee that only new users pay. Mrs. Roth reported that an independent study was performed by a third party consultant (NBS) to help unify connection fees. It was determined that the County will need \$216,000,000 in the next 20 years to improve the County's plants and to maintain infrastructure; that the County will have over 29,000 new users over the next 20 years; and that a \$7,400 connection fee is recommended. Mrs. Roth reported that the budget team determined that the recommended fee may not be obtainable in this budget year so the team is looking at a phase-in plan, getting rid of the 18 districts and establishing five different rates based on treatment plant location.

Mrs. Roth reviewed the connection fees, as proposed; the proposal reflects an average increase of 8 percent.

Mrs. Roth reviewed sewer expense highlights:

- **Administrative and General Expenses increased 7.1% or \$394,000**
- **Operations Expenses increased 2.2% or \$231,000**
- **Capital Expenses increased 36.8% or \$977,000**
- **Debt Expense decreased 5.9% or \$819,000**

Mrs. Roth also reviewed proposed annual charges for each sewer district; the average change was an increase of \$8.00. She noted that all assessment rates are staying the same with the exception of North Bethany as their debt has been paid off; North Bethany's rate will be reduced by \$757.90 this year.

Proposed Fiscal Year 2015 Budget (continued)	<p>Regarding the Water Fund (Dewey water), Mrs. Roth reported that expenses are relatively flat with a 1.6% increase. Revenues increased \$19,601 and no change in rate is proposed.</p> <p>Mrs. Roth reported on the Enterprise Capital Projects which total \$14.3 million. These projects are extended over multiple years and are not funded by operating funds.</p> <p>Mrs. Roth noted that the Budget Committee is recommending \$146 Million in 5-Year Capital Improvements Funding - \$22 Million in Non-Water & Sewer Capital Projects and \$124 Million in Water & Sewer Capital Projects.</p> <p>Mrs. Roth reported that the budget and the accompanying budget presentation will be available on the County's website. Public Hearings on the budget will be held on June 17, 2014. The public can comment in person on that date, or submit comments through the County's website at budget@sussexcountytde.gov.</p> <p>Council members discussed the proposed budget, including the following topics: the proposed 2% COLA, merit raises, and lobbying the State to provide more troopers based on population growth.</p>
Introduction of Proposed Budget Ordinances	<p>Mrs. Deaver introduced the Proposed Ordinance entitled "AN ORDINANCE ESTABLISHING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2015".</p> <p>Mr. Phillips introduced the Proposed Ordinance entitled "AN ORDINANCE ESTABLISHING ANNUAL SERVICE CHARGES, ANNUAL ASSESSMENT RATES FOR COLLECTION AND TRANSMISSION AND/OR TREATMENT, AND CONNECTION CHARGES FOR ALL SUSSEX COUNTY WATER AND SEWER DISTRICTS".</p> <p>The Proposed Ordinances will be advertised for Public Hearing.</p>
Wastewater Agreement	<p>Hal Godwin, Deputy County Administrator, presented a Wastewater Agreement for the Council's consideration.</p>
M 234 14 Execute Wastewater Agreement/ Americana Bayside	<p>A Motion was made by Mr. Cole, seconded by Mrs. Deaver, based upon the recommendation of the Sussex County Engineering Department, for Sussex County Project No. 81-04, Agreement No. 735, that the Sussex County Council execute a Construction Administration and Construction Inspection Agreement between Sussex County Council and Carl M. Freeman Communities for wastewater facilities to be constructed in Americana Bayside – Phase 16, located in the Fenwick Island Sanitary Sewer District.</p>

**M 234 14
(continued)**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**Legislative
Update**

Hal Godwin, Deputy County Administrator, presented the following legislative update:

House Bill No. 316 – “AN ACT TO AMEND TITLE 9 OF THE DELAWARE CODE RELATING TO THE RESPONSIBILITIES AND GENERAL POWERS OF THE COUNTY GOVERNMENTS”

Mr. Godwin reported that this legislation has been tabled, as reported at the May 13th meeting, and that conversations have begun with the other two counties.

House Bill No. 279 – “AN ACT TO AMEND TITLE 11 OF THE DELAWARE CODE RELATING TO THE DELAWARE COUNTY AND MUNICIPAL POLICE/FIREFIGHTER PENSION PLAN”.

Synopsis: This Bill includes uniformed paramedics as an employee for purposes of the Delaware County and Municipal Police and Firefighter Pension Plan.

Mr. Godwin explained that this legislation provides an opportunity for the County to have its EMS staff entered into the State’s pension plan.

Mrs. Jennings stated that this would give the County the option to have the paramedics join the State’s municipal police/firefighter pension plan; the paramedics would have to join as a group, not individually.

It was noted that this is not a mandate.

Mr. Godwin announced that the Legislature is in recess until June 3rd.

**Wetlands
Advisory
Committee**

Mr. Godwin reported on the Wetlands Advisory Committee and he stated that there will be another question to be submitted to the Council prior to the Committee’s next meeting, which will be held on June 11th.

**Pump
Station
207 and
Force
Main
Design
Project/
Contract
Amendment**

Juel Gibbons, Project Engineer, presented a Contract Amendment to Pump Station 207 and Force Main Design Project No. 12-23. Ms. Gibbons reported that Pump Station 207 is a regional pump station in the West Rehoboth Sanitary Sewer District that is slated to see additional flows from several proposed projects in the area. When George Miles & Buhr (GMB) was initially engaged to design this project, there were a number of changes that could not be envisioned. These included changes in the force main alignment and pipe and pump sizes that would allow for future connections to the Goslee Creek Planning Area and to the Inland Bays Regional

Pump Station 207 and Force Main Design Project/ Contract Amendment (continued)

Wastewater Facility. By incorporating these changes into the Pump Station 207 plans, the County will realize savings on the construction work as well as a reduction in inconvenience to the general public. Additionally, at the time GMB services were engaged, there were a number of roads which were under a DelDOT moratorium in regards to construction; these roads are now available so the Force Main alignment has been changed which will allow significant cost savings because of the reduction in linear footage that would be required for construction. Ms. Gibbons stated that these changes will result in cost savings in construction; however, at this time, they also present additional work to the consultant, GMB, and the expanded scope of work is the reason for the proposed Contract Amendment in an amount not to exceed \$30,000.00.

M 235 14 Authorize Contract Amendment for Pump Station 207 and Force Main Design Project

A Motion was made by Mr. Phillips, seconded by Mr. Wilson, based upon the recommendation of the County Engineering Department, that the Sussex County Council authorizes its President to execute Contract Amendment 1 with George, Miles and Buhr, LLC to Salisbury, Maryland, to provide an expanded scope of Engineering Design Services for Project 12-23, Pump Station 207 and Force Main Design, at a cost not to exceed \$30,000.00.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea

Grant Requests

Mrs. Jennings presented grant requests for the Council's consideration.

M 236 14 Councilmanic Grant

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give \$500.00 from Mr. Cole's Councilmanic Grant Account to the Rehoboth Summer Children's Theatre for program expenses.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea

M 237 14 Councilmanic Grant

A Motion was made by Mr. Cole, seconded by Mrs. Deaver, to give \$1,250.00 (\$500.00 from Mr. Cole's Councilmanic Grant Account, \$500.00 from Mrs. Deaver's Councilmanic Grant Account, and \$250.00 from Mr. Phillips' Councilmanic Grant Account) to the Cape Henlopen Educational Foundation (CHEF) for program expenses.

Motion Adopted: 5 Yeas.

**M 237 14
(continued)**

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**M 238 14
Council-
manic
Grant**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to give \$500.00 from Mrs. Deaver’s Councilmanic Grant Account to the Beebe Medical Foundation to support the Annual Best of the Beach Art Auction fundraiser.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**M 239 14
Council-
manic
Grant**

A Motion was made by Mrs. Deaver, seconded by Mr. Cole, to give \$1,000.00 (\$250.00 from Mrs. Deaver’s Councilmanic Grant Account and \$750.00 from Mr. Cole’s Councilmanic Grant Account) to the Rehoboth Art League for program expenses.

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**Introduction
of Proposed
Ordinances**

Mrs. Deaver introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A VENDOR (LUNCH TRUCK) TO SELL FOODS AND BEVERAGES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 16,820.70 SQUARE FEET, MORE OR LESS” (Tax Map I.D. 235-7.00-44.00) (Conditional Use No. 1992) filed on behalf of W. Ralph Brumbley.

Mr. Wilson introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A PAINT BALL PARK TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN NANTICOKE HUNDRED, SUSSEX COUNTY, CONTAINING 5.1345 ACRES, MORE OR LESS” (Tax Map I.D. 430-8.00-9.02) (Conditional Use No. 1993) filed on behalf of David J. Bosco.

Mrs. Deaver introduced the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR AN AUTOMOBILE REPAIR SHOP TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BROADKILL HUNDRED, SUSSEX COUNTY, CONTAINING 1.5 ACRES, MORE OR LESS” (Tax

(continued) Map I.D. 235-22.00-18.09) (Conditional Use No. 1994) filed on behalf of Robert Wilkerson.

Additional Business Under Additional Business, Bob Harrison commented on the prayer issue and followed up on his comments at the May 13th Council meeting.

Under Additional Business, Carl Bergmark also commented on the prayer issue.

Under Additional Business, the following spoke on the matter of the NAACP grant request that was considered by the Council on May 13th: Jane Hovington, President of the Lower Sussex Branch of the NAACP; Lisa Goodman, President of Equality Delaware; Jea Street, Former President of the Delaware Black Caucus; Gwendolyn Miller, State Political Director for the Delaware AFL-CIO; Harold Truxon, President of the Ellendale Civic Association; Wesley Smith; Richard Smith, State President for the NAACP; and Dan Kramer.

M 240 14 At 11:35 a.m., a Motion was made by Mrs. Deaver, seconded by Mr. Cole, Recess and Go Into Executive Session for the purpose of discussing issues relating to Job Applicants' Qualifications and Pending/Potential Litigation.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea

Executive Session At 11:38 a.m., an Executive Session of the Sussex County Council was held in the Caucus Room of the Council Chambers for the purpose of discussing issues relating to Job Applicants' Qualifications and Pending/Potential Litigation. The Executive Session concluded at 12:11 p.m.

M 241 14 At 12:13 p.m., a Motion was made by Mrs. Deaver, seconded by Mr. Reconvene Phillips, to come out of Executive Session and to reconvene the Regular Session.

Motion Adopted: 5 Yeas.

Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea; Mr. Phillips, Yea; Mr. Wilson, Yea; Mr. Vincent, Yea

E/S Action There was no action on Executive Session items.

M 242 14 At 12:13 p.m., a Motion was made by Motion was made by Mr. Wilson, Recess seconded by Mr. Phillips, to recess until 1:30 p.m.

**M 242 14
(continued)**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**M 243 14
Reconvene**

At 1:31 p.m., a Motion was made by Mrs. Deaver, seconded by Mr. Cole, to reconvene.

Motion Adopted: 3 Yeas, 2 Absent.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Absent; Mr. Wilson, Absent;
Mr. Vincent, Yea**

Mr. Wilson and Mr. Phillips joined the meeting.

**Public
Hearing/
C/U
No. 1982**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GENERAL RESIDENTIAL DISTRICT FOR ANTIQUE AUTO SALES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 2.18 ACRES, MORE OR LESS” (Tax Map I.D. 532-19.00-54.07, part of) (Conditional Use No. 1982) filed on behalf of Gary L. Ennis – Southern Delaware Classic Cars, LLC.

The Planning and Zoning Commission held a Public Hearing on this application on March 27, 2014 at which time the Commission recommended that the application be approved with conditions.

(See the minutes of the Planning and Zoning Commission dated March 27, 2014.)

Lawrence Lank, Director of Planning and Zoning, read a summary of the Commission’s Public Hearing.

The Council found that Blake Carey, Esq. was present on behalf of the application. He stated that the site is located in a General Residential District; that the Applicant has owned the property since November 2010; that the Applicant is seeking a Conditional Use to allow him to sell antique automobiles on the property within a 9,500 square foot steel building that exists on the property; that the cars will be stored inside the building at all times; that the sales will occur within the building; that there are no new buildings anticipated to be constructed for this use; that sales and viewing would be by appointment only between the hours of 9:00 a.m. and 7:00 p.m.; that the site will have security cameras, an alarm system, and any security lighting would be downward facing; that there would be no auto repairs made on the site; there would be no junked, unregistered, or inoperable vehicles stored outside on the site; that DelDOT has issued a

**Public Hearing/
C/U
No. 1982
(continued)**

Letter of No Contention; that there is on-site water and septic; that there is a gravel pad for customer parking; that the Applicant lives on the property; that no employees will be hired; that the Applicant is requesting approval for a lighted sign on the property up to 32 feet per side; that the proposal is in accordance with the County’s Land Use Plan; and that the proposed use will not have an adverse impact on neighboring properties, the community, or the roadways.

Mr. Ennis confirmed that all comments made by Mr. Carey are correct.

There were no public comments and the Public Hearing and public record were closed.

**M 244 14
Adopt
Ordinance
No. 2348/
C/U
No. 1982**

A Motion was made by Mrs. Deaver, seconded by Mr. Phillips, to Adopt Ordinance No. 2348 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A GR GENERAL RESIDENTIAL DISTRICT FOR ANTIQUE AUTO SALES TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN LITTLE CREEK HUNDRED, SUSSEX COUNTY, CONTAINING 2.18 ACRES, MORE OR LESS” (Tax Map I.D. 532-19.00-54.07, part of) (Conditional Use No. 1982) filed on behalf of Gary L. Ennis – Southern Delaware Classic Cars, LLC, with the following conditions:

- A. The hours of operation shall be by appointment only between the hours of 9:00 a.m. and 7:00 p.m.**
- B. One lighted sign, not to exceed 32 square feet per side, shall be permitted.**
- C. All automobiles shall be stored within the building on the site.**
- D. Security lighting shall be downward screened so that it does not shine on neighboring properties or roadways.**
- E. No automobile repair shall be performed on the site.**
- F. No junked, unregistered or permanently inoperable vehicles shall be stored outside on the site.**
- G. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**Public Hearing/
C/U
No. 1983**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A FOOD VENDOR TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 9.6 ACRES, MORE OR LESS” (Tax Map I.D. 134-12.00-330.01) (Conditional Use No. 1983) filed on behalf of Gerald W. and Emily W. Hocker.

**Public
Hearing/
C/U
No. 1983
(continued)**

The Planning and Zoning Commission held a Public Hearing on this application on March 27, 2014 at which time action was deferred. On April 10, 2014, the Commission recommended that the application be approved with conditions.

(See the minutes of the Planning and Zoning Commission dated March 27 and April 10, 2014.)

Lawrence Lank, Director of Planning and Zoning, read a summary of the Commission's Public Hearing.

Mr. Lank distributed an Exhibit Book which was previously provided by the Applicant.

The Council found that Jerry Hocker was present with David Hutt, Esq. Mr. Hutt stated that the Applicant is seeking approval to use a 24' by 8 1/2' (approximate size) concession trailer as a food vendor; that it is proposed to park the concession trailer in the front of the parking lot on the site located at the intersection of Route 26 and Route 17; that the property is 9.6 acres and is zoned C-1 as are the properties surrounding it; that the Hocker family has owned the site for more than 30 years; that the property is improved with a grocery, pharmacy, garden center, car wash, office space and a deli; that the food is prepared in the deli for sale in the concession trailer; that there will be no significant change to the site, only the parking for sales of the BBQ; that the location for the concession trailer was chosen to be more visible and out of the way of traffic flow and the parking lot; that the area for parking the concession trailer is curbed; that they have already obtained a food vending license from the Division of Public Health; that the concession trailer will also be used at off-site events; that the use will primarily be seasonal (April through November); that the normal hours on the site for the concession trailer will be from 10:00 a.m. to 8:00 p.m.; that trash cans will be available near the concession trailer and that the trash will be moved daily to the dumpster area near the grocery on site; that there is no need for additional lighting; that the use meets the broad purpose of the Conditional Use section for a C-1 General Commercial District; that the Route 26 roadway improvement project will not impact the location; that the Hocker family has already dedicated 25 feet to the State for right-of-way expansion for future Route 26 improvements; that the concession trailer is equipped with storage facilities for water and wastewater; that the wastewater will be dumped at an approved dumping location; that in addition to seeking a Conditional Use, there will also be the need for a variance from the Board of Adjustment for a setback; that there is a letter of support from the neighboring property across the street (written by Mr. Dukes); that the Hocker family would submit that with the conditions proposed by the Planning and Zoning Commission, that this use meets the purpose of the County's zoning ordinance and Land Use Plan.

Jerry Hocker stated that Mr. Hutt's statements are accurate.

**Public
Hearing/
C/U
No. 1983
(continued)**

Public comments were heard.

Dan Kramer of Greenwood stated that there should be an easier way for this type of application and that the County should reimburse the Applicant for fees paid. Mr. Kramer stated that he supports the application.

The Public Hearing and public record were closed.

**M 245 14
Adopt
Ordinance
No. 2349/
C/U
No. 1983**

A Motion was made by Mr. Cole, seconded by Mr. Wilson, to Adopt Ordinance No. 2349 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN A C-1 GENERAL COMMERCIAL DISTRICT FOR A FOOD VENDOR TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 9.6 ACRES, MORE OR LESS” (Tax Map I.D. 134-12.00-330.01) (Conditional Use No. 1983) filed on behalf of Gerald W. and Emily W. Hocker, with the following conditions:

- A. The use shall be limited to a take-out style food and beverage vendor.**
- B. There shall be no more than 3 picnic tables on the site. The existing picnic tables shall be shown on the final site plan.**
- C. The use shall be seasonal only, operating from April 1 through November 1, with hours of operation as stated by the Applicant (10:00 a.m. to 8:00 p.m.).**
- D. Any security lighting shall be screened so that it does not shine on neighboring properties or roadways.**
- E. The Final Site Plan shall be subject to the review and approval of the Planning and Zoning Commission.**

Motion Adopted: 5 Yeas.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Yea;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

Due to a possible conflict of interest, Mr. Cole recused himself from the next Public Hearing and he left the meeting.

**Public
Hearing/
C/U
No. 1985**

A Public Hearing was held on the Proposed Ordinance entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A STORAGE FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 11.6327 ACRES, MORE OR LESS” (Tax Map I.D. 134-15.00-118.00 part of) (Conditional Use No. 1985) filed on behalf of Eugenia Athan.

The Planning and Zoning Commission held a Public Hearing on this application on March 27, 2014 at which time the Commission deferred action. On April 10, 2014, the Commission recommended that the

**Public
Hearing/
C/U
No. 1985
(continued)**

application be approved with conditions.

(See the minutes of the Planning and Zoning Commission dated March 27 and April 10, 2014.)

Lawrence Lank, Director of Planning and Zoning, read a summary of the Commission’s Public Hearing.

The Council found that Rich Polk with Vista Design, Inc. was present on behalf of the Applicant. He stated that the Conditional Use application is for up to three storage units on the AR portion of the property; that the site was previously used as a commercial stables; that access to the property will be via Route 17 at the existing entrance to the property; that no additional improvements are proposed on the property; that they propose only up to three storage units (1 in the small building and 2 in the large building); and that the Applicant is in agreement with the conditions recommended by the Commission.

There were no public comments and the Public Hearing and public record were closed.

**M 246 14
Adopt
Ordinance
No. 2350/
C/U
No. 1985**

A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to Adopt Ordinance No. 2350 entitled “AN ORDINANCE TO GRANT A CONDITIONAL USE OF LAND IN AN AR-1 AGRICULTURAL RESIDENTIAL DISTRICT FOR A STORAGE FACILITY TO BE LOCATED ON A CERTAIN PARCEL OF LAND LYING AND BEING IN BALTIMORE HUNDRED, SUSSEX COUNTY, CONTAINING 11.6327 ACRES, MORE OR LESS” (Tax Map I.D. 134-15.00-118.00 part of) (Conditional Use No. 1985) filed on behalf of Eugenia Athan, with the following conditions:

- A. The use shall be limited to 3 units within the existing stable buildings.**
- B. Any security lights shall only be installed on the buildings and shall be screened so that they do not shine on neighboring properties.**
- C. No outside storage shall be allowed on the premises.**
- D. No chemicals shall be stored on the premises.**
- E. The storage building and garage shall not be used as a workshop or for the operation of power tools or other machinery.**
- F. The site plan shall be subject to the approval of the Planning and Zoning Commission.**

Motion Adopted: 4 Yeas, 1 Absent.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Absent;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

**M 247 14
Adjourn**

A Motion was made by Mrs. Deaver, seconded by Mr. Wilson, to adjourn at 2:10 p.m.

Motion Adopted: 4 Yeas, 1 Absent.

**Vote by Roll Call: Mrs. Deaver, Yea; Mr. Cole, Absent;
Mr. Phillips, Yea; Mr. Wilson, Yea;
Mr. Vincent, Yea**

Respectfully submitted,

**Robin A. Griffith
Clerk of the Council**

DRAFT



PROCLAMATION

PROCLAIMING THE MONTH OF JUNE AS "HOME OWNERSHIP MONTH" IN SUSSEX COUNTY

WHEREAS, owning a home is an important part of the American Dream; and

WHEREAS, the Sussex County Council realizes that home ownership benefits individuals and families, strengthens our communities, and is integral to our economy; and

WHEREAS, the Sussex County Council realizes that home is where we make memories, build our futures, and feel comfortable and safe; and

WHEREAS, the Sussex County Council, in partnership with the Delaware State Housing Authority, USDA Rural Development, non-profit housing agencies, and the Sussex County Association of Realtors, will continue to provide assistance for home ownership for Sussex County citizens;

NOW, THEREFORE, BE IT RESOLVED that the Sussex County Council does hereby proclaim the month of June 2014 as "Home Ownership Month" for the American Dream in Sussex County; and

BE IT FURTHER RESOLVED that the Sussex County Council urges all citizens to wholeheartedly recognize this effort throughout the year.

Michael H. Vincent, President

Dated: June 3, 2014

MEMORANDUM

TO: **Sussex County Council**

THROUGH: Todd Lawson
County Administrator

FROM: Jim Hickin, A.A.E.
Airport & Industrial Park

RE: **INDUSTRIAL PARK LEASE**

DATE: May 30, 2014

I am on the June 3rd agenda to ask Council's approval of an Industrial Park lease with Bob Willey & Sons, Inc.

Bob Willey & Sons is a Milton-based propane and heating oil distributor. They will use the property to store propane delivered by rail to the Industrial Park.

Here are some terms of the lease:

- 21720 Broad Creek Ave, consisting of a 2.261 acre lot. Property is next to Eastern Shore Poultry.
- 10 year term with 2 ten year options and 2 five year options.
- Rent is \$15,827 per year.
- Rent to increase by CPI every five years.
- Property to be used for operation of a propane storage facility or any other use which may be permitted by County.
- General liability insurance required.
- Sub-letting or assignment of lease requires County approval.
- Tenant responsible for utility costs.
- FAA-required provisions: protection of airport, non-discrimination, etc.

This is a great opportunity for the County and a good use of the Industrial Park. I look forward to your approval of the lease. Please call me at 855-7775 if you have any questions.

cc: Mike Izzo, P.E.
County Engineer

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this _____ day of _____, 2014, is made by and between:

SUSSEX COUNTY, a political subdivision of the State of Delaware, P.O. Box 589, 2 The Circle, Georgetown, Delaware 19947, hereinafter referred to as "Landlord",

AND

BOB WILLEY & SONS, INC., a Delaware Corporation, of P.O. Box 127, Milton, DE 19968, as "Tenant".

RECITALS:

WHEREAS, Landlord is the owner of certain real property located at 21720 Broad Creek Avenue, Lot 27, Georgetown, Delaware as further described herein ("the Leased Premises");

WHEREAS, Tenant desires to lease the Leased Premises and to construct certain improvements thereon; and

WHEREAS, Landlord and Tenant hereby agree to enter into a lease pursuant to the terms and conditions outlined herein

WITNESSETH:

IN CONSIDERATION of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

1. **PREMISES:** Landlord does hereby lease to Tenant and Tenant does hereby rent from Landlord, the following described premises ("the Leased Premises"):

Certain real property identified as 21720 Broad Creek Avenue, Lot 27, Georgetown, Delaware consisting of approximately 2.261 acres as set forth on legal description and a survey prepared by Adams-Kemp Associates, Inc., dated April 8, 2013, which is attached hereto as Exhibit A and is incorporated by reference herein.

2. **TERM:** The term of this Lease Agreement shall be ten (10) years, commencing at 12:00 a.m. on the 1st day of June, 2014 and ending at 11:59 p.m. on the 31st day of May, 2024. Tenant shall have the option to renew the Lease for two (2) additional ten (10) year consecutive terms and two (2) additional five (5) year consecutive terms. Each option term shall be considered independently from the

other option terms for purposes of notice to renew. To exercise the option, Tenant must give written notice to Landlord at least one hundred eighty (180) days prior to the termination date of the original lease term and of any option period of Tenant's intent to exercise the option. Tenant shall not have the right to exercise any option to renew the Lease if Tenant is otherwise in default of this Lease. At the end of the lease term and the four (4) options, if exercised, the parties agree that this Lease Agreement shall terminate and that Tenant shall have no right to continue to occupy the Leased Premises absent a new lease being executed.

3. **RENT:**

- a. Tenant covenants and agrees to pay Landlord annual rent in the amounts of Seven Thousand Dollars (\$7,000.00) per acre per year with rent being due in advance in one annual installment of Fifteen Thousand Eight Hundred Twenty Seven Dollars (\$15,827.00) which shall be paid on or before May 1st of each year of the Lease Term. The first annual installment shall be due on or before May 1, 2014.
- b. The annual rent under this Paragraph 3 of this Lease Agreement shall be adjusted every five (5) years of the Lease term to reflect any change in the cost of living. The adjustment, if any, will be calculated on the basis of the percentage increase equal to the most recent Consumer Price Index for All Items, All Urban Consumers, U.S. City Average (CPI-U Table A, unadjusted as published monthly by the United States Department of Labor, Bureau of Labor Statistics). If publication of the above index shall be discontinued, then another index generally recognized as authoritative, shall be substituted as selected by Landlord. The rent for each subsequent five (5) year period will be adjusted by the percentage increase from the last preceding five (5) year period, if any, not to exceed three percent (3%) in any one Lease Year.
- c. Within thirty (30) days after Landlord gives Tenant notice of the adjusted rent, Tenant will pay the adjusted rent retroactive to the first month of the then current five (5) year lease period. The adjusted rent will be the yearly rent for the balance of the then current five (5) year lease period. Landlord will give Tenant written notice indicating how the adjusted rent amount was computed.
- d. **Payment Provisions:** Payments made after the fifteenth (15) day of the month in which due shall be subject to a late fee of five percent (5%) of the total amount outstanding. All payments should be made to Sussex County Council, Sussex County Accounting Office, P.O. Box 589, Georgetown, Delaware 19947, or such other place or places as may from time to time be designated in writing by Landlord.

4. **REPAIR AND CARE:** Tenant has examined the Leased Premises and has

entered into this lease without any representation on the part of Landlord as to the conditions thereof. Tenant shall take good care of the Leased Premises and any improvements which may be located thereon at Tenant's own cost and expense, and shall maintain the Leased Premises and any improvements which may be located thereon in good condition and state of repair and at the end of the term hereof or any extension thereof, shall deliver the Leased Premises and any improvements which may be located thereon in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of Tenant, excepted. Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards or entrances, but shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Tenant shall be responsible for all grass cutting and snow removal. Grass shall be mowed regularly so as to prevent grass from growing beyond six (6) inches in height.

5. **USE OF PREMISES:**

- a. Tenant shall have the right to utilize the Leased Premises and any improvements to be located thereon for activities such as one or more of the following: operation of a propane storage facility or any other use which may be permitted by Landlord.
- b. The use of the Leased Premises shall at all times comply with all laws, ordinances, orders, regulations and requirements of any governmental authority having jurisdiction.
- c. It is specifically agreed that this Lease Agreement is non-exclusive. Landlord reserves the right to lease other real property at the Sussex County Industrial Park for identical or similar uses.

6. **UTILITIES.** Tenant shall pay for all utilities of whatsoever kind which are furnished to the Leased Premises. Tenant shall be responsible for all connection costs, fees, and expenses associated with utilities provided to the Leased Premises. Tenant shall be responsible for the installation of a water meter servicing the Leased Premises. Landlord shall be responsible for the maintenance of the water meter servicing the Leased Premises. Tenant shall be solely responsible for water charges, and Landlord shall have no obligation for the same. In the event, Landlord charges Tenant for water provided to the Leased Premises, Tenant shall pay the same rate for water as paid by other tenants in the Sussex County Industrial Park.

7. **TAXES:** Tenant shall pay all ad valorem taxes or any other taxes, including taxes levied by Sussex County, on any improvements erected on the Leased Premises and all equipment installed therein.

8. **RIGHT TO CONTEST:** Tenant shall have the right in good faith to contest by legal proceedings or otherwise the assessment upon the Leased Premises by any

governmental authority levying or attempting to levy taxes thereon. Landlord shall cooperate with Tenant, but at no expense to Landlord, in any such protest as Tenant shall make. In the event Tenant shall determine to contest such taxes, Tenant shall, within the time herein set forth for the payment of such taxes, post with the proper governmental authorities such sum of money or take such other action satisfactory to Landlord, as will protect the property from nonpayment during such contest. Further, Tenant shall obtain the participation of the Landlord in any tax appeal, if required.

9. **IMPROVEMENTS:**

- a. Tenant shall be responsible for all maintenance and repair to any improvements located on the Leased Premises. Such improvements shall be at Tenant's sole cost and expense, including all necessary fees and permits. Construction of any and all improvements on the Leased Premises shall be subject to approval by the County Engineer and shall be in compliance with all governmental requirements. The construction and use of the Leased Premises and improvements to be constructed thereon shall at all times comply with all laws, orders, ordinances, regulations, and requirements of any governmental authority having jurisdiction. At the termination of this lease, the improvements erected on the Leased Premises and any fixtures which are a part thereof, shall remain a part to the Leased Premises and shall be the property of Landlord. Any trade fixtures, including storage tanks and equipment associated with filling, use and maintenance of tanks and fuels, which were installed on the Leased Premises by Tenant and which are removable without substantial damage to the improvements and the Leased Premises shall remain the property of the Tenant, provided that Tenant shall promptly repair any damage to the improvements on the Leased Premises caused by their removal and that Tenant is not in default of any covenant or agreement contained in this Lease Agreement; otherwise such trade fixtures shall not be removed and Landlord shall have a lien thereon to secure itself on account of its claims.
- b. In the event Tenant decides to construct improvements on the Leased Premises and said improvements are approved by Landlord and the County Engineer, construction of said improvements shall begin within twelve (12) months of the execution of this Lease; provided, however, that Tenant may request an extension not to exceed to the total of twenty-four (24) months from the date of the execution of this Lease, in order to complete the construction.
- c. Tenant is permitted to construct a security fence on the Leased Premises and the fence may encroach into the railroad right-of-way area adjacent to the Leased Premises provided that Tenant must allow passage of rail cars within the right-of-way. Any such construction or use of the fence is subject

to any rights and obligations under the right-of-way. Landlord reserves the right to require that Tenant remove or relocate the fence.

10. **RIGHTS AND OBLIGATIONS OF TENANT:**

- a. Tenant shall have the right to ingress and egress to the Leased Premises.
- b. Tenant may install signage on the Leased Premises but signage is subject to Landlord's prior written approval.
- c. Tenant shall comply with all federal, state, and county laws, rules, regulations pertaining to the Leased Premises including but not limited to environmental laws, regulations, statutes, ordinances, and rules. Tenant shall also comply with all rules and regulations of the Sussex County Airport and Industrial Park which may be altered from time-to-time.

11. **RIGHTS AND OBLIGATIONS OF LANDLORD:**

- a. Landlord or its authorized representative may enter the Leased Premises at any time without the consent of Tenant in case of emergency, and Landlord or its authorized representative may enter the Leased Premises upon the giving of reasonable notice to Tenant for inspections or to make repairs, additions or alterations as may be necessary for the safety, improvement or preservation of the Leased Premises. Reasonable notice shall mean no less than forty-eight (48) hours prior to the entry, unless Landlord is entering to make repairs specifically requested by Tenant. Tenant shall not unreasonably withhold consent to Landlord or its authorized representative to enter into the Leased Premises to inspect it or make necessary or agreed upon repairs or improvements.
- b. Landlord shall provide access to the Leased Premises and shall keep all roads thereto clear of snow and other debris.
- c. Landlord has the exclusive control and responsibility of the roadways presently existing at the Sussex County Industrial Park, but Tenant shall have the right in common with all others to use aforesaid roadways, Landlord acknowledging its sole and exclusive obligation to clear and maintain aforesaid roadways.

12. **QUIET ENJOYMENT:** Landlord covenants and represents that Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease Agreement; and does further covenant that Tenant, on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term aforementioned.

13. **INSURANCE:**

- a. **Property and Business Income Insurance** - Tenant shall secure and maintain, at its own expense, all risk (special form) property insurance that insures against direct physical loss of or damage to Tenant's personal property including fixtures and equipment located on the Leased Premises, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property. Tenant shall also secure, at its own expense, all risk (special form) business income insurance in amounts satisfactory to protect its interests as a result of direct physical loss of or damage to property, fixtures and equipment located on the Leased Premises. Landlord shall be an insured on Tenant's property and business income insurance as its interests may appear, in amounts sufficient to protect Landlord's interests. Landlord shall secure and maintain, at its own expense, all risk (special form) property insurance that insures against direct physical loss of or damage to the Improvements, on a replacement cost valuation basis, with limits not less than 100% of the insurable replacement cost of all such property. Landlord shall also secure, at its own expense, all risk (special form) business income insurance in amounts satisfactory to protect its interests as a result of direct physical loss of or damage to the Improvements.

- b. **Waiver of Subrogation** - To the fullest extent permitted by law, Tenant waives any right of recovery from Landlord, and its appointed and elected officials, employees, agents, and volunteers, for any loss, damage or injury to Tenant's personal property including fixtures and equipment located on the Leased Premises (or resulting loss of income or extra expense), by reason of any peril required to be insured against under this Lease Agreement. To the fullest extent permitted by law, Tenant's property insurer shall not hold any right of subrogation against Landlord, and its appointed and elected officials, employees, agents, and volunteers. Tenant shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by Tenant. Any deductible amount(s) selected by Tenant shall be the sole responsibility of Tenant. To the fullest extent permitted by law, Landlord waives any right of recovery from Tenant for any loss, damage or injury to the Improvements (or resulting loss of income or extra expense), by reason of any peril required to be insured against under this Lease Agreement.

- c. **Commercial General Liability Insurance** - Tenant shall secure and maintain, at its own expense, commercial general liability insurance that insures against bodily injury, property damage, personal and advertising injury claims arising from Tenant's occupancy of the Leased Premises or operations incidental thereto, with the combined single limit of \$1,000,000.00 per occurrence and a general aggregate limit of \$2,000,000.00. This insurance shall name Landlord and its appointed and

elected officials, employees, agents and volunteers as insureds with respect to liability arising out of or in connection with Tenant's occupancy of the Leased Premises under this Lease Agreement, and a copy of the additional insured endorsement(s) that evidence the required additional insured status must accompany any certificate of insurance provided to Landlord. Insurance provided to Landlord and its appointed and elected officials, employees, agents and volunteers as specified herein shall be primary, and any other insurance, coverage or indemnity available to them shall be excess of and non-contributory with insurance specified herein. To the fullest extent permitted by law, Tenant's commercial general liability insurer shall not hold any right of subrogation against Landlord, and its appointed and elected officials, employees, agents, and volunteers. Tenant shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any commercial general liability insurance policies maintained by Tenant.

- d. **Workers Compensation & Employers Liability** - Tenant shall secure and maintain, at its own expense, workers compensation insurance and employers liability insurance. The workers compensation insurance must satisfy Tenant's workers compensation obligation to its employees in Delaware. Employers liability insurance must be secured with minimum limits of \$100,000.00 for bodily injury by accident, \$100,000.00 each employee for bodily injury by disease, and a \$500,000.00 policy limit for bodily injury disease. To the fullest extent permitted by law, Tenant's workers compensation and employers liability insurer shall not hold any right of subrogation against Landlord, and its appointed and elected officials, employees, agents, and volunteers. Tenant shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any workers compensation and employers liability insurance policies maintained by Tenant.
- e. **Evidence of Insurance / Insurers** - Tenant shall furnish certificates of insurance, acceptable to Landlord, to the Director, Airport and Industrial Park Operations, Sussex County, Delaware evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers allowed to do business in Delaware, with a Best's financial strength rating of "A-" or better, and a financial size category of "Class VII" or better in the latest evaluation of the A.M. Best Company, unless otherwise approved by the Landlord. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal in coverage until sixty (60) days prior written notice has been given to Landlord. Therefore, a copy of the endorsements to the required policies that confirm the insurer is obligated to send notice to Landlord as required herein, must accompany all certificates of insurance. Liability policies required herein (other than pollution liability) may not be written on a "claims made" basis without the

prior written approval of Landlord. If Tenant shall fail, refuse or neglect to secure and maintain any insurance required of Tenant or to furnish satisfactory evidence of insurance, premiums paid by Landlord shall be recoverable by Landlord from Tenant, together with interest thereon, as additional rent promptly upon being billed therefore.

- f. All policy limits as stated herein shall be adjusted every five (5) years in accordance with increases in the consumer price index to levels satisfactory to Landlord.

14. **LANDLORD NOT LIABLE FOR DEBTS, ACTS OR OMISSIONS OF TENANT.**

Tenant shall not be the agent or partner of Landlord and Tenant shall have no authority to make any contract or do any act so as to bind Landlord or as to render Landlord or the Leased Premises liable therefore. Tenant will save Landlord and the Leased Premises harmless from any penalty, damages, neglect, or negligence of Tenant, property damage, illegal act or otherwise. Any improvements by Tenant on said Leased Premises shall be constructed at the sole expense of Tenant, and Landlord and its appointed and elected officials, employees, agents, and volunteers shall not be liable in any way for any amount of money arising out of said construction. Before starting construction, Tenant shall have recorded on the public records of Sussex County, Delaware, such legal notice as may be necessary wherein the public is advised that Landlord and its appointed and elected officials, employees, agents, and volunteers are not in any way liable for any claims or obligations for labor and materials on said job, and that the laborers, material men and subcontractors shall look solely to Tenant for payment and shall not be entitled to place a lien against said demised property. If any mechanic's or materialmen's lien is filed or any claim made on account of labor or other material furnished, alleged to have been furnished or to be furnished to Tenant at the Leased Premises or against Landlord as the owner thereof, Tenant shall within ninety (90) days after written notice from Landlord thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. Tenant will indemnify Landlord and its appointed and elected officials, employees, agents, and volunteers for its costs, legal fees and expenses in defending any action, suit or proceedings which may be brought thereon or for the enforcement of such lien, or liens and Tenant shall pay any damages and any judgment entered thereon and save harmless and indemnify Landlord and its appointed and elected officials, employees, agents, and volunteers from any claims of damages resulting there from. Failure to do so shall entitle Landlord to resort to remedies as are provided herein in the case of any default of this Lease Agreement, in addition to such as are permitted by law.

15. **NO LIENS OR ENCUMBRANCES:**

- a. Tenant has no authority whatsoever to encumber the Leased Premises or any improvements located thereon.

- b. Any liens placed on property owned by Tenant which are located on the Leased Premises must first be approved by Landlord.

16. **STATUTORY LIEN**: Landlord hereby claims any and all statutory or other liens which it may have upon the equipment, furniture, fixtures, real and personal property of any Tenant or Sub-Tenant placed upon the improvements, and Tenant agrees that Landlord has such a lien to the extent provided by statute or otherwise. Landlord may, at Landlord's sole discretion, subordinate its lien right to the lien of any mortgage, deed of trust, or security instrument given by Tenant for the construction of the improvements and purchase of the equipment, furniture, fixtures and personal property placed upon the Leased Premises. Tenant shall furnish the Landlord copies of all such security instruments.
17. **INDEMNIFICATION**: To the extent permitted by law, Tenant shall indemnify, defend and hold Landlord and its appointed and elected officials, employees, agents, and volunteers harmless from any and all claims arising from Tenant's use of the Leased Premises, the conduct of its business, or from any activity, work or things which may be permitted or suffered by Tenant in or about the Leased Premises, and shall further indemnify, defend and hold Landlord and its appointed and elected officials, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease Agreement or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Leased Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord and its appointed and elected officials, employees, agents, and volunteers, except as prohibited by law. Tenant hereby agrees that, except as prohibited by law, Landlord and its appointed and elected officials, employees, agents, and volunteers shall not be liable for injury to Tenant's business or any loss of income there from or for damage to the equipment, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises; nor shall Landlord and its appointed and elected officials, employees, agents, and volunteers be liable for injury to the person of Tenant, Tenant's employees, agents or contractors and invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, rain or other elements, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Leased Premises.
18. **DEFAULT**:

- a. **Events of Default Defined**. The following shall be "events of default" under this Lease Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Lease Agreement any one or more of the following events:
- i. Failure by Tenant to pay the rents required to be paid at the times specified herein and continuing for a period of thirty (30) days after notice by mail is given to Tenant that the rental payment referred to in such notice has not been received;
 - ii. Failure by Tenant to observe and perform any covenant, condition or agreement of this Lease Agreement on its part to be observed or performed, other than as referred to in subsection (1) of this Section, for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, given to Tenant by Landlord, unless the Landlord shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Landlord will not unreasonably withhold its consent to an extension of such time if it is possible to correct such failure and corrective action is instituted by Tenant within the applicable period and diligently pursued until the default is corrected; or
 - iii. The dissolution or liquidation of Tenant or the filing by Tenant of a voluntary petition in bankruptcy, or failure by Tenant promptly to lift or bond (if legally permissible) any execution, garnishment or attachment of such consequences as will impair its ability to carry on its operation, or the commission by Tenant of any act of bankruptcy, or adjudication of Tenant as bankrupt or assignment by Tenant for the benefit of its creditors, or the entry by Tenant into an agreement of composition with its creditors, or the approval by a Court of competent jurisdiction of a petition applicable to Tenant in any proceedings for its reorganization instituted under the provisions of the Federal Bankruptcy Statutes, as amended, or under any similar act which may hereafter be enacted. The term "dissolution or liquidation of the Tenant", as used in this subsection, shall not be construed to include the cessation of the corporate existence of Tenant resulting from a merger or consolidation of Tenant into or with another corporation or of a dissolution or liquidation of Tenant following a transfer of all or substantially all its assets as an entirety; or
 - iv. Failure by Tenant to abide by any laws, statutes, rules, or regulations relating to the Leased Premises or the Sussex County Airport and Industrial Park and continuing for a period of thirty (30) days after

notice by mail is given to Tenant that the violation referred to in such notice has not been corrected.

- b. **Remedies of Default.** Whenever any event of default referred to in subsection (a) above shall have happened and be subsisting, Landlord may take any one or more of the following remedial steps:
- i. Apply any money or property of Tenant's in Landlord's possession to discharge in whole or in part any obligation or covenant to be observed or performed by Tenant hereunder.
 - ii. Perform any obligation or covenant to be performed by Tenant hereunder and charge Tenant therefore.
 - iii. Terminate the Lease Agreement.
 - iv. Enter the Leased Premises and take possession of the same and hold Tenant liable for the rent thereafter accruing and due until such time as Landlord can obtain another suitable Tenant of the Leased Premises under the same terms hereof.
- c. No remedy herein conferred upon or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

19. **NON WAIVER OF SUBSEQUENT BREACH:** Tenant agrees that any waiver by Landlord of the performance of any one of the conditions of this Lease Agreement shall not be deemed to constitute a waiver of the right of Landlord to proceed against Tenant upon any subsequent breach of the same or other conditions of this Lease Agreement.

20. **NON-PERFORMANCE BY LANDLORD.** This Lease and the obligation of Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of Landlord.

21. **AIRPORT PROTECTION:**

- a. It shall be a condition of this lease, that Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real

property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

- b. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Title 14, Code of Federal Regulations, Part 77.
- c. Tenant expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

22. **SUBLETTING AND ASSIGNING**: Tenant shall not have the right to assign this Lease Agreement or sublet the Leased Premises unless the written consent of Landlord is acquired. Unless otherwise agreed, such assignment or subletting shall in no way relieve Tenant of any responsibility for the payment of rent or for the performance of any of the other covenants or conditions hereof. The prospective assignee or Sub-Tenant shall be subject to inquiries concerning the nature of business and employment goals. Such assignee or Sub-Tenant shall in writing assume all of the obligations to be performed by Tenant hereunder. Tenant agrees to pay for any attorney's fees incurred by Landlord resulting from any sublease or assignment. Landlord reserves the right to require the renegotiation of the terms of the Lease in return for consenting to a sublease or assignment.
23. **NOTICE**: All notices required to be given under this Lease Agreement either by Landlord to Tenant or by Tenant to Landlord shall be in writing. The same shall be deemed given in the case of Landlord when it shall have deposited such notice by certified mail in the post office addressed to Tenant at Tenant's last known address or to such other address as Tenant shall from time to time furnish Landlord. Personal service of any such notice shall be deemed as a substitute for the mail notice.
24. **CONDEMNATION**: If at any time during the term hereof the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then and in such event, when possession shall have been taken of the Leased Premises by the condemning authority, the Lease Agreement hereby granted and all rights of Tenant hereunder shall immediately cease and terminate and the rent shall be apportioned and paid to the time of such termination. If pursuant to the provisions of this article, this Lease Agreement shall have been terminated and if prior to such termination, Tenant shall have made any improvements upon the Leased Premises, Landlord shall be entitled to all of the condemnation proceeds which may be granted with respect to the land herein

described as such land is distinguished from the improvements; and Tenant shall be entitled to the proceeds of any condemnation awarded on account of the value of any improvements made by Tenant.

25. **PARTIAL CONDEMNATION:** If after commencement of this Lease Agreement only a part of the demised premises shall be taken or condemned, Landlord shall be entitled to any award made with respect to the land herein described as same is distinguished from any improvements made by Tenant; and Tenant shall be entitled to any award made for any improvements condemned. In the event such condemnation shall leave a portion of the demised premises which in Tenant's sole judgment is usable by Tenant, the Lease Agreement shall remain in full force and effect, but the rents herein reserved to Landlord shall be adjusted so that Tenant shall be entitled to a reduction in rent in the proportion that the value of land taken bears to the value of the entire Leased Premises. If a portion of the Leased Premises is taken or condemned prior to commencement of construction hereunder, the proceeds shall belong solely to Landlord and the rental hereunder shall not be abated. Provided however, that Tenant shall have the right to terminate this Lease Agreement if in its sole judgment the premises have been rendered unsuitable for its purpose.
26. **DAMAGE AND CASUALTY:** If more than fifty percent (50%) of Tenant improvements located on the Leased Premises are damaged by fire or other casualty, Tenant may terminate this Lease Agreement, provided Tenant first removes all structures on the land at its expense and restores the surface of the land to its condition at the date of the initial term of this Lease Agreement. The rent is to be paid to the date of termination. Landlord shall be insured on Tenant's property and business income insurance in an amount sufficient to protect its interest therein.
27. **NON-DISCRIMINATION:**
 - a. Tenant for its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, creed, sexual orientation, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- b. That in the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate the Lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
28. **SEVERABILITY**: If any provisions of this Lease Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
29. **SHORT FORM LEASE**: Upon the request of either of them, the parties shall execute and exchange copies of a short form lease outlining the pertinent terms herein contained, which short form lease may be recorded in lieu of recording this instrument, but the terms of this instrument shall control in all aspects in regard to matters omitted from such short form lease or in respect to conflicts therewith.
30. **COMPLIANCE WITH LAWS**: Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and County Government and Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations and directives of the State Fire Marshal or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.
31. **PROPERTY RIGHTS RESERVED**: This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which Landlord acquired the Leased Premises from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the Lease of said lands from Landlord, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by Landlord pertaining to the Sussex County Airport.
32. **SUCCESSORS AND ASSIGNS**: All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the successors and assigns of the parties hereto.
33. **NON-PERFORMANCE BY LANDLORD**: This Lease Agreement and the obligation of Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused

because of Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of Landlord.

34. **ENTIRE CONTRACT**: This Lease Agreement contains the entire contract between the parties. No representative, agent or employee of Landlord has been authorized to make any representation or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by Landlord and Tenant.
35. **COSTS AND EXPENSES OF LANDLORD**: Tenant shall pay upon demand all of Landlord's costs, charges, attorney's fees and expenses, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation in which Landlord, without Landlord's fault, becomes involved or concerned by reason of the existence of the Lease Agreement or the relationship hereunder of Landlord and Tenant.
36. **MISCELLANEOUS**: In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed, the day and year first above written. The written resolution of any applicable Board of Directors being attended hereto as evidence of the authority of the undersigned corporate officers to execute the Lease Agreement.

SUSSEX COUNTY

LANDLORD

DATED: _____

By: _____

Michael Vincent, President

Sussex County Council

Attest: _____

APPROVED AS TO FORM:

By: _____

County Attorney

BOB WILLEY & SONS, INC.

TENANT

DATED: 5/7/14

By: Stephen P Willey

Name: Stephen P Willey

Title: President / owner

Attest: [Signature]

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this _____ day of _____, A. D. 2014, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael Vincent, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the members of Sussex County Council.

GIVEN under my hand and Seal of Office, the day and year aforesaid.

NOTARY PUBLIC

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 1st day of may, A. D. 2014, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Stephen P Willey, President, of Bob Willey & Sons, Inc., a Delaware corporation, known to me personally to be such, and he does depose and say that the facts set forth in the foregoing Lease Agreement are true and correct to the best of his knowledge, information and belief.

GIVEN under my hand and Seal of Office, the day and year aforesaid.

Susan A Wise

NOTARY PUBLIC

SUSAN A. WISE
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES ON JULY 12, 2016

EXHIBIT A

Description

This is a description of Lot 27 , as revised, of
Sussex County Industrial Air Park, Georgetown Hundred,
Sussex County , State of Delaware.

Beginning for the same at a concrete monument set at the northeast corner of the herein described
Lot 25A ,as revised, of Sussex County Industrial Air Park, located in Georgetown Hundred ,
Sussex County , State of Delaware.

Beginning for the same at an iron bar/cap set at the southwesterly corner of the herein described
Lot 27 (as revised) of Sussex County Industrial Air Park. Point of beginning also being located at
the south east corner of a 20 foot wide Sanitary Sewer area and being in the northerly line of Broad
Creek Avenue. Point of beginning being located

N 33°54'20" E a distance of 463.34' from an iron pipe located at the intersection of the
northwesterly line of Broad Creek Avenue and the northerly line of Sussex Avenue. Thence
leaving said point of beginning and running and binding with said Sanitary Sewer 20' strip,
And referring to Bearing reference of Deed Book 3187 Page 337,

1) N 56°11'32" W a distance of 344.37'; to an iron bar /cap set and to a 30 foot wide railroad siding.
Thence with same

2) N 33°55'44" E a distance of 252.25'; to an iron bar/cap set and to line running 30 feet from and
parallel to the top of bank of a ditch there situate . Thence with same for the following four courses
and distances,

3) S 72°46'02" E a distance of 247.79'; to an iron bar/cap set , thence

4) S 70°24'05" E a distance of 78.25'; to an iron bar/cap set . thence

5) S 65°59'56" E a distance of 17.52'; to an iron bar/cap set , thence

6) S 29°56'55" W a distance of 29.73'; to an iron bar and to the northerly line of the Cul-de-sac of
Broad Creek Avenue. Thence with same for the following three courses and distances,

7) with a curve turning to the left with an arc length of 142.48', with a radius of 75.00', with a chord
bearing of S 40°08'18" W, with a chord length of 122.00', to an iron bar/cap set thence

8) with a reverse curve turning to the right with an arc length of 63.08', with a radius of 75.00', with
a chord bearing of S 09°48'39" W, with a chord length of 61.24', to an iron bar/cap set; thence

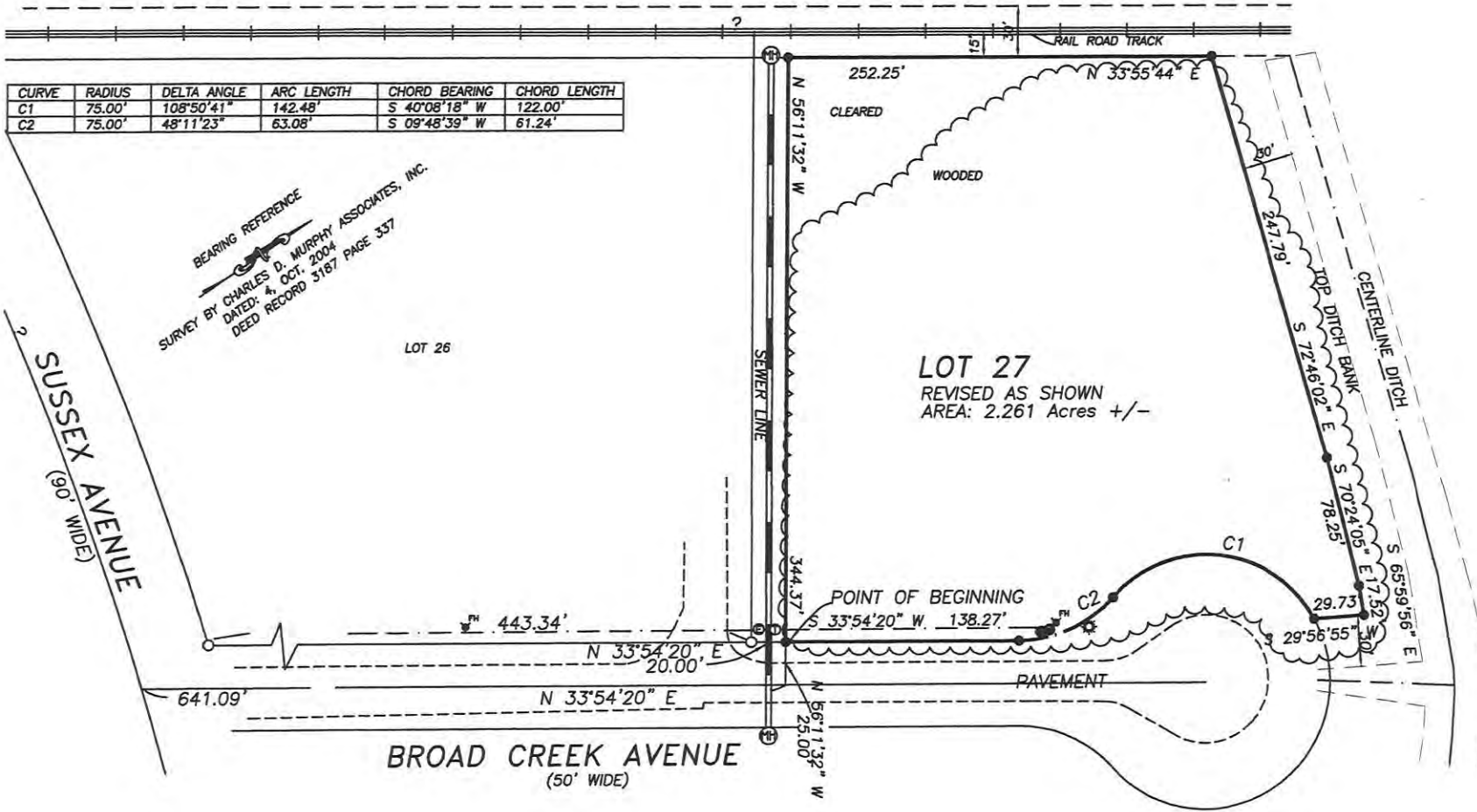
9) S 33°54'20" W a distance of 138.27'; to the point of beginning.

Containing 2.261 acres, more or less.

30' WIDE RAIL ROAD SIDING

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	75.00'	108°50'41"	142.48'	S 40°08'18" W	122.00'
C2	75.00'	48°11'23"	63.08'	S 09°48'39" W	61.24'

BEARING REFERENCE
 SURVEY BY CHARLES D. MURPHY ASSOCIATES, INC.
 DATED: 4, OCT. 2004
 DEED RECORD 3187 PAGE 337



LOT 27
 REVISED AS SHOWN
 AREA: 2.261 Acres +/-



LEGEND:

- FOUND IRON PIPE
- SET IRON BAR
- ⊕ FIRE HYDRANT
- ⊕ SANITARY MANHOLE
- ⊕ ELECTRIC BOX
- ⊕ TELEPHONE BOX
- WATER METER
- ⊕ LIGHT

LEASE BOUNDARY SURVEY PLAN

LOT 27

REVISED AS SHOWN

SUSSEX COUNTY ENGINEERING DEPARTMENT

SITUATED IN
 GEORGETOWN HUNDRED, SUSSEX COUNTY, STATE OF DELAWARE
 AREA: 2.261± Acres
 SCALE: 1" = 100'
 DATE: APRIL 8, 2013

Prepared By
 ADAMS-KEMP ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 AND PLANNERS
 217 SOUTH RACE STREET
 GEORGETOWN, DELAWARE 19947
 PHONE: (302) 856-6699
 WWW.ADAMSKEMP.COM

Charles E. Adams, Jr.
 CHARLES E. ADAMS, JR., P.L.S. 506

PLAN NO. 140336-B

MEMORANDUM

TO: **Sussex County Council**

THROUGH: Todd Lawson
County Administrator

FROM: Jim Hickin, A.A.E.
Airport & Industrial Park

RE: **AIRPORT LEASE**

DATE: May 30, 2014

I am on the June 3rd agenda to ask Council's approval of a lease assignment from Meridian Aviation LLC to County Bank.

Meridian Aviation was assigned this lease in October 2008 by the original lease holder, Allen Family Foods, Inc. The original lease was signed in July 1997, and here are some of the terms:

- Lot "E" on Rudder Lane – 38,740 sq ft
- 30 year initial term expires July 31, 2027
- Two 5-year extensions, with only tenant notice required
- Rent currently \$2,387.00 per year
- Assignment or subletting requires written County approval

Please call me at 855-7775 if you have any questions.

cc: Mike Izzo, P.E.
County Engineer

Tax Parcel No. 1-35-20.00-75.00, Unit E

PREPARED BY AND RETURN TO:

Stephen W. Spence, Esquire
Phillips, Goldman & Spence, P.A.
1200 N. Broom Street
Wilmington, DE 19806
Our File: CTYBK-79

**NOTICE AND MEMORANDUM OF LEASE
and
ASSIGNMENT OF LEASE**

PROPERTY: A +/- 38,740 sq. ft. parcel designated as **Lot "E"** at the **Sussex County Airport and Industrial Park Complex ("Lot E")** Hangar at Sussex County Airport, 21399 Rudder Lane, Georgetown, DE 19947

OWNER/
LANDLORD: **Sussex County**, a political subdivision of the State of Delaware, P.O. Box 589, Georgetown, DE 19947

TENANT/
ASSIGNOR: **Meridian Aviation, LLC**

TENANT/
ASSIGNEE: **County Bank**, 19927 Shuttle Road, Rehoboth Beach, DE 19971

LEASE DATE: July 28, 1997

TERM: Thirty (30) years, commencing on the 1st day of August, 1997, and ending on the 31st day of July, 2027.

RENEWAL
TERM(S): Two (2) Five (5) year options to renew, upon terms and conditions set forth in the Lease.

NOTICE/
SUMMARY: This Notice and Memorandum of Lease and Assignment of Lease is intended for notice purposes only, and contains only a summary of some of the essential terms of the Lease referred to herein. It is not intended to include all of the essential terms of the Lease, or to amend the Lease. The terms and conditions of the Lease itself shall be determinative of any item listed in this Notice and Memorandum of Lease. The Assignment of Lease referred to above is attached to this Memorandum.

IN WITNESS WHEREOF, the parties hereto have set their hand(s) and seal(s), the day and year first above written.

OWNER/LANDLORD: SUSSEX COUNTY

WITNESS

By: _____ (SEAL)
Michael H. Vincent, President

Attest: _____ (SEAL)
Clerk of County Council

APPROVED AS TO FORM:

By: _____
County Attorney

STATE OF DELAWARE :
 : ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2014, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority.

GIVEN under my hand and seal of office, the day and year aforesaid.

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto have set their hand(s) and seal(s), the day and year first above written.

COUNTY BANK

Benny A. Bready
WITNESS

By: Joseph L. Shockey (SEAL)
Authorized Officer

STATE OF DELAWARE :
 : SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 5th day of May, 2014, personally came before me the Subscriber, a Notary Public for the State and County aforesaid, Joseph L. Shockey President of County Bank, who is personally known to me, and furthermore, the aforementioned person has acknowledged this his/her signature was his/her free and voluntary act for the purposes set forth in this instrument duly authorized by the Board of Directors of County Bank.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Erika L. Arnold
Notarial Officer

ERIKA L. ARNOLD
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires on Aug. 9, 2017

Tax Parcel No. 1-35-20.00-75.00, Unit E

PREPARED BY AND RETURN TO:

Stephen W. Spence, Esquire
Phillips, Goldman & Spence, P.A.
1200 N. Broom Street
Wilmington, DE 19806
Our File: CTYBK-79

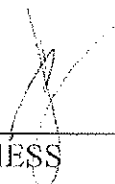
ASSIGNMENT OF LEASE

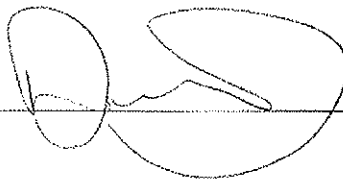
FOR VALUE RECEIVED, MERIDIAN AVIATION, LLC (“Assignor”), as described in the attached Lease Agreement dated July 28, 1999 with Sussex County as Lessor, assigns all right, title and interest in the Lease Agreement to COUNTY BANK, having an address of 19927 Shuttle Road, Rehoboth Beach, DE 19971 (“Assignee”), and the heirs, personal representatives, successors and assigns of Assignee. And, further, Lessor hereby consents to said Assignment, and releases Assignor from any further obligations under the aforesaid Lease Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the _____ day of _____, 2014.

{SIGNATURES APPEAR ON FOLLOWING PAGES}

ASSIGNOR:
MERIDIAN AVIATION, LLC


_____ WITNESS

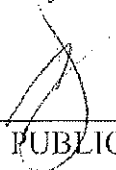
By:  (SEAL)

STATE OF Delaware :
 : ss.
COUNTY OF Sussex :

BE IT REMEMBERED, that on this 21 day of April, 2014, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Domin A. Corman, _____ of Meridian Aviation, LLC, party to the foregoing Indenture, known to me personally to be such, and acknowledged said Indenture to be his deed and the act and deed of the company.

GIVEN under my hand and seal of office, the day and year aforesaid.

RICHARD E. BERL, JR.
Delaware Attorney at Law with
Power to act as Notary Public
per 29 Del. C. § 4323 (a) (3)


_____ NOTARY PUBLIC

LANDLORD:
SUSSEX COUNTY

WITNESS

By: _____ (SEAL)
Michael H. Vincent, President

Attest: _____ (SEAL)
Clerk of County Council

APPROVED AS TO FORM:

By: _____
County Attorney

STATE OF DELAWARE :

: ss.

COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2014, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, President of Sussex County Council, a political subdivision of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed and the act and deed of the said political subdivision; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said political subdivision, duly affixed by its authority.

GIVEN under my hand and seal of office, the day and year aforesaid.

NOTARY PUBLIC

ENGINEERING DEPARTMENT

ADMINISTRATION	(302) 855-7718
AIRPORT & INDUSTRIAL PARK	(302) 855-7774
ENVIRONMENTAL SERVICES	(302) 855-7730
PUBLIC WORKS	(302) 855-7703
RECORDS MANAGEMENT	(302) 854-5033
UTILITY ENGINEERING	(302) 855-7717
UTILITY PERMITS	(302) 855-7719
UTILITY PLANNING	(302) 855-1299
FAX	(302) 855-7799



Sussex County

DELAWARE
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MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Samuel R. Wilson, Jr., Vice President
The Honorable George B. Cole
The Honorable Joan R. Deaver
The Honorable Vance Phillips

FROM: Joseph Wright
Assistant County Engineer

RE: ***DELTA BASE AGREEMENT AND TASK ORDER #1
FIVE (5) YEAR AGREEMENT***

DATE: May 29, 2014

During the June 3, 2014 Council meeting, I am scheduled to present Task Order No. 1 with Delta Airport Consultants, Inc. for approval. Delta was selected and approved by Council in September 2013 and this represents the first task order, along with the base agreement.

Task Order No. 1, in an amount not to exceed \$15,000, is to provide professional services to update the airport's Exhibit A as required by FAA. Exhibit A, also called an Airport Property Map, is a detailed drawing that depicts the airport property boundary, the various tracts of land that were acquired to develop the airport, and the method of acquisition. In order for Sussex County to apply for any future FAA funds, this Exhibit must be updated and approved by FAA.

Once completed, we are hopeful to begin Task Order No. 2 for design and engineering services for a general aviation apron to accommodate additional aircraft tie-down space. FAA funding for this effort was recently advertised in the news media.

cc: Michael Izzo
Jim Hickin



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
SUSSEX COUNTY COUNCIL (COUNTY)
AND
DELTA AIRPORT CONSULTANTS, INC. (CONSULTANT)**

#7855

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between Sussex County, a political subdivision of the State of Delaware, as First Party, hereinafter referred to as the COUNTY, and Delta Airport Consultants, Inc., a Corporation, in the State of Virginia as the Second Party, hereinafter referred to as the CONSULTANT, whose address is 3540 North Progress Avenue, Suite 102, Harrisburg, Pennsylvania 17110. This base AGREEMENT shall be for a period of five (5) years from the above date, unless earlier terminated as provided herein.

WITNESSETH:

WHEREAS, the COUNTY has selected the CONSULTANT to perform certain consulting services for such items of work listed in approved TASK ORDERS to this AGREEMENT, hereinafter referred to as the TASK ORDERS or PROJECTS; and

WHEREAS, the CONSULTANT has agreed, and by these presents does agree with the COUNTY for the consideration hereinafter mentioned within TASK ORDERS to this AGREEMENT, to provide the categories of services enumerated hereinafter and more specifically defined hereinafter in TASK ORDERS to this AGREEMENT so as to satisfactorily complete PROJECTS for the COUNTY in accordance with the Scopes of Work contained in TASK ORDERS to this AGREEMENT.

NOW, THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed, it is mutually agreed between the parties as follows:

ARTICLE ONE

DEFINITIONS

- 1.1 COUNTY means the Sussex County Council, a political subdivision of the State of Delaware created by Title 9, Delaware Code, Chapter 70.
- 1.2 CONSULTANT means Delta Airport Consultants, Inc., a State of Virginia Corporation, which is contracted or to be contracted by the COUNTY to provide professional consultant services for the PROJECTS.
- 1.3 PROJECTS means such items of work listed in TASK ORDERS to this AGREEMENT.
- 1.4 This AGREEMENT is governed by the FAA Contract Provisions included in Exhibit D.

ARTICLE TWO

SCOPE OF SERVICES

- 2.1 Work required of the CONSULTANT under the terms and conditions of this AGREEMENT shall be the responsibility of the CONSULTANT, subject to the review and the reasonable approval of the COUNTY. The CONSULTANT shall perform services as included in TASK ORDERS to this AGREEMENT necessary to

satisfactorily accomplish the work required to be performed under this AGREEMENT and TASK ORDERS to this AGREEMENT.

2.2 Services performed by the CONSULTANT under this AGREEMENT shall be subject to the approval of applicable Federal, Regional, State, County, Municipal, and other public governmental agencies which the COUNTY and/or the CONSULTANT can reasonably identify as having cognizance. Where the approval of the COUNTY is indicated herein, the approval of such agencies hereinbefore stated, including the applicable agencies of the COUNTY, shall be deemed to be required. The CONSULTANT shall prepare its work for the PROJECTS in a professional manner, intended to obtain approval of such agencies. Close cooperation between such agencies hereinbefore stated and the CONSULTANT is intended in order that the interest of the agencies may best be served. The CONSULTANT shall confer when and where requested by the COUNTY with the COUNTY and with representatives of such agencies hereinbefore stated. The CONSULTANT shall maintain continuing and close liaison with the COUNTY in order to resolve questions and attempt to obtain needed approvals from such agencies hereinbefore stated so as to permit the work effort for the PROJECTS to be uninterrupted. The CONSULTANT cannot and does not guarantee that the approval of any agency, public or private, will be secured; however the CONSULTANT will exert its best efforts to do so on behalf of the COUNTY.

2.3 The CONSULTANT shall perform the professional services assigned to it under the terms and conditions of this AGREEMENT and as defined in TASK ORDERS to this AGREEMENT.

2.4 The CONSULTANT shall perform the Scope of Services specified in TASK ORDERS to this AGREEMENT. Other services required shall be subject to the mutual AGREEMENT of the COUNTY and the CONSULTANT and may be subject to additional scope of work and fee negotiations.

2.4.1 The COUNTY and CONSULTANT recognize that the scope of the PROJECTS may change from that defined in TASK ORDERS to this AGREEMENT, attached hereto. Significant changes in scope will require re-negotiation of fees.

ARTICLE THREE

PROJECT SCHEDULE

3.1 The CONSULTANT shall start work immediately after receiving the notice to proceed for TASK ORDERS contemplated by this AGREEMENT. The COUNTY will adjust the time allowances for steps of the work program completion because of additional work or unavoidable delays due to changes requested or approved by the COUNTY.

ARTICLE FOUR

FEE STRUCTURE

- 4.1 The CONSULTANT represents that the CONSULTANT has thoroughly investigated the COUNTY's requirements and the CONSULTANT shall claim no compensation in addition to the amounts set forth in TASK ORDERS to this AGREEMENT for work as set forth in TASK ORDERS to this AGREEMENT. The CONSULTANT's engineer's opinion of cost will be included with TASK ORDERS to this AGREEMENT.
- 4.2 For all work which may be subcontracted by the CONSULTANT, and upon the prior written approval by the COUNTY, the COUNTY will make reimbursement for only the actual costs incurred by the CONSULTANT for payments to the subcontractor for the work specified based on verified subcontractor invoices for the work performed.
- 4.3 The COUNTY shall pay the CONSULTANT for the satisfactory completion of the scope of services specified hereinbefore in Articles 2.3 and 2.4 of this AGREEMENT based on and limited to the following method of determination.
- 4.3.1 Direct payroll costs actually paid to productive technical employees while performing work on the PROJECT. Such costs shall be derived from the hourly rate paid to each productive technical employee multiplied by the actual hours of productive work on the PROJECT. The direct wages and salaries shall include all salaries and wages of productive technical employees who are assigned to the performance of services under this AGREEMENT, whether such performance is at the CONSULTANT's local project office or at other regularly established offices.
- 4.3.2 Three (3) year average overhead and fringe benefit costs, which shall be updated each year by the submittal of an annual certification statement, from an independent accountant documenting actual overhead and fringe benefit costs as a percentage of payroll cost over the previous three (3) calendar years. Attachments for individual TASK ORDERS will be based on the previous three (3) year's average audited overhead rate when available but in no case later than April 1st of the subsequent year, and said three (3) year average overhead rate shall remain in place until the TASK ORDER is complete. Future TASK ORDERS shall use the three (3) year average overhead rate in place at the time when said TASK ORDER is executed, and shall remain in place until the completion of the TASK ORDER. For the TASK ORDERS considered under this AGREEMENT, the three (3) year average overhead rate of actual payroll costs billed shall be applied, as set forth in Article 4.3.1.
- 4.3.3 Out-of-pocket expenses, at cost, which are directly chargeable to the PROJECTS and which are not provided as a part of the CONSULTANT's overhead costs; such expenses shall be limited to the following:

- 4.3.3.1 Long distance telephone, telegraph and overnight delivery charges.
- 4.3.3.2 Photocopying and printing costs. Photocopying to be charged at a rate of \$0.15 per copy. Printing cost to be charged in accordance with the CONSULTANT's established rates for such cost.
- 4.3.3.3 Meal expenses and lodging cost for overnight travel required by the PROJECTS, costs not to exceed I.R.S. regulations on deductions for meal and lodging costs for overnight travel.
- 4.3.3.4 Payment at a rate not to exceed the County mileage reimbursement rate established by Sussex County Council (\$0.48 per mile at the date of AGREEMENT), for use of personal motor vehicles operated in accordance with the CONSULTANT's established policy for such expenses.
- 4.3.3.5 Long distance travel and local transportation charges when such travel and transportation activities are not by personal motor vehicle.
- 4.3.4 Subcontractor invoices at cost with no markup or handling fee charged by the CONSULTANT.
- 4.3.5 A fixed fee which shall be calculated by multiplying the sum of direct payroll costs and actual overhead and fringe costs by a factor of ten percent (10%). The COUNTY will pay the CONSULTANT the fixed fee according to the percentage of the work which is satisfactorily completed and accepted by the COUNTY.
- 4.4 In accordance with the method of fee determination described in Articles 4.3.1, 4.3.2, 4.3.3, and 4.3.4 of this AGREEMENT, the total direct and indirect labor compensation and reimbursement obligated and to be paid the CONSULTANT by the COUNTY for the CONSULTANT's professional services as described in Articles 2.3 and 2.4 of this AGREEMENT shall not exceed the amounts specified in TASK ORDERS to this AGREEMENT.
- 4.5 In accordance with the method of fee determination described in Article 4.3.5 of this AGREEMENT, the total fixed fee compensation obligated and to be paid the CONSULTANT by the COUNTY for the CONSULTANT's professional services as described in Articles 2.3 and 2.4 of this AGREEMENT shall be the fixed fee specified in TASK ORDERS to this AGREEMENT for each stage and/or phase(s) of a stage specified.
- 4.6 The CONSULTANT shall submit to the COUNTY monthly its vouchers or bills incurred in performance of the work. Such vouchers or bills shall be submitted in the form and substantiated as required and directed by the COUNTY. The

vouchers and bills shall bear the written approval of the COUNTY before being paid. It is mutually agreed between the COUNTY and the CONSULTANT that no review, approval, acceptance and/or payment made under this AGREEMENT shall be conclusive evidence of the performance of this AGREEMENT, either wholly or in part, and that no review, approval, acceptance and/or payment shall be construed to be an acceptance of defective work by the COUNTY, nor in any way relieve the CONSULTANT of its responsibility for the adequacy of its work. The CONSULTANT shall maintain current monthly records of cost information adequate to reflect the cost of performing the work at all times while the work is in progress and shall prepare and furnish to the COUNTY such written estimates of cost and information in support thereof as the COUNTY may reasonably request, but in no event less often than monthly.

- 4.7 For the scope of services for which the fee structure of Article 4.4 of this AGREEMENT hereinbefore stated is applicable, the COUNTY shall make payments for completed work within 30 days of receipt of an approved invoice. The COUNTY will pay a pro-rata portion of fixed fee described in Article 4.3, monthly, as design progresses up to ninety (90) percent. The remaining ten (10) percent of the fixed fee would be released upon completion of all work or upon mutual AGREEMENT of the parties. The COUNTY may withhold monthly payments of fixed fee if project schedule is not being complied with, if the non-compliance is the fault of CONSULTANT.
- 4.8 The CONSULTANT shall take and afford the COUNTY the advantage of all cash and trade discounts, rebates, allowances, credits, salvage, commissions and modifications available to the CONSULTANT from parties other than the COUNTY with respect to items of expense reimbursed under Article 4 of this AGREEMENT.
- 4.9 If this AGREEMENT is either terminated upon completion of any stage and/or phase of a stage of the CONSULTANT's services or terminated during any phase of the work, the CONSULTANT shall be paid for services performed during such stage and/or phase of a stage in accordance with Articles 4.3.1, 4.3.2, 4.3.3, 4.3.4, and 4.3.5 of this AGREEMENT hereinbefore stated on account of that and all prior monthly progress payments to constitute the total payment for services rendered directly by the CONSULTANT. Upon termination, the CONSULTANT shall immediately suspend all subcontract work under this AGREEMENT. The CONSULTANT shall submit to the COUNTY verified subcontractor invoices for the work performed prior to termination which shall constitute the total payment for subcontract services rendered. The CONSULTANT shall also be paid a proportion of the total of the fixed fee sums specified in Articles 4.3.5 and 4.5 of this AGREEMENT that is equal to the total payment for services rendered by the CONSULTANT divided by the total of the not to exceed sums specified in Article 4.4 of this AGREEMENT multiplied by the total of the fixed fee sums specified in Article 4.5 of this AGREEMENT. The CONSULTANT shall receive no other compensation.
- 4.10 It is mutually agreed between the COUNTY and the CONSULTANT that no review, approval, acceptance and/or payment made under this AGREEMENT shall be conclusive evidence of the performance of this AGREEMENT, either wholly or in part, and that no review, approval, acceptance and/or payment shall

be constructed to be an acceptance of defective work by the COUNTY, nor in any way relieve the CONSULTANT of its responsibility for the adequacy of its work.

ARTICLE FIVE

CONSULTANT'S RESPONSIBILITIES

- 5.1 The CONSULTANT shall submit a PROJECT schedule for review and approval and shall perform the Scope of Services in accordance with said PROJECT schedule.
- 5.2 The CONSULTANT shall employ only Registered Architects registered in the State of Delaware in responsible charge of any architectural work required for the scope of services stages specified in Article 2 of the AGREEMENT. Any and/or all plans and specifications containing architectural work shall be stamped with the seal of a Registered Architect registered in the State of Delaware.
- 5.3 The CONSULTANT shall employ only Registered Professional Engineers registered in the State of Delaware in responsible charge of any engineering work required for the scope of services stages specified in Article 2 of the AGREEMENT. Any and/or all plans and specifications containing engineering work shall be stamped with the seal of a Professional Engineer registered in the State of Delaware.
- 5.4 The CONSULTANT shall employ only Registered Professional Land Surveyors recognized in the State of Delaware in responsible charge of any survey work required for the scope of services stages specified in Article 2 of this AGREEMENT. Any and/or all plans and specifications containing survey work shall be stamped with the seal of a Professional Land Surveyor registered in the State of Delaware.
- 5.5 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COUNTY, its appointed and elected officials, officers, directors, and employees (collectively, COUNTY) against all claims, damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by CONSULTANT's negligent act or omission or willful misconduct in connection with this AGREEMENT and that of its subconsultants or anyone for whom the CONSULTANT is legally liable. The CONSULTANT shall not be obligated to indemnify the COUNTY in any manner whatsoever for the COUNTY's own negligence or for the negligence of others.
- 5.6 The CONSULTANT warrants that the CONSULTANT has not employed or retained any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this AGREEMENT, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the COUNTY shall have the right to terminate this AGREEMENT without liability, and, at its

discretion to deduct from the fee structure specified in Article 4 of this AGREEMENT or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or any other consideration.

- 5.7 Upon satisfactory completion of the work performed hereunder and prior to final payment under this AGREEMENT for such work, or prior to settlement upon termination of the AGREEMENT, and as condition precedent thereto, the CONSULTANT shall execute and deliver to the COUNTY a release of all claims against the COUNTY arising under or by virtue of this AGREEMENT, other than such claims, if any, as may be specifically exempted by the CONSULTANT from the operation of the release in stated amounts to be set forth therein.
- 5.8 In the performance of this AGREEMENT, the CONSULTANT shall, to the extent practicable, provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, or through standard or proven production techniques, methods, and processes.
- 5.9 The CONSULTANT shall not, in the performance of the work called for by this AGREEMENT, produce a design or specification such as to require the use of structures, machines, products, materials, construction methods, equipment, or processes which are known by the CONSULTANT to be available only from a sole-source, unless such use has been adequately justified in writing by the CONSULTANT, and approved by the County Engineer.
- 5.10 The CONSULTANT shall report in writing to the COUNTY any sole-source or restrictive design or specification giving the reason or reasons why it is considered necessary to restrict the design or specification.
- 5.11 The CONSULTANT must satisfy the following:

5.11.1 General Insurance Requirements

5.11.1.1 CONSULTANT shall not commence services until CONSULTANT has obtained, at CONSULTANT's own expense, all of the insurance as required hereunder and such insurance has been approved by COUNTY; nor shall CONSULTANT allow any subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been approved by CONSULTANT. Approval of insurance required of CONSULTANT and its Subcontractors will be granted only after submission to COUNTY of original certificates of insurance signed by authorized representatives of the insurers or, at COUNTY's request, certified copies of the required liability insurance policies.

CONSULTANT shall require its Subcontractors to maintain insurance during the term of the AGREEMENT, to the same extent required of

CONSULTANT, unless otherwise agreed in writing. The CONSULTANT shall furnish subcontractor's certificates of insurance to COUNTY.

5.11.1.2 All insurers underwriting CONSULTANT's or Subcontractor's insurance must be allowed to do business in the state of Delaware and acceptable to COUNTY. The insurers must have and maintain a Best's Financial Strength Rating of "A -" or better, and a financial size category of "Class VIII" or better, unless COUNTY grants specific approval for an exception.

5.11.1.3 Liability insurance as required hereunder shall be in force throughout the term of the AGREEMENT and for three years after the AGREEMENT terminates or expires, whichever is earlier. Original certificates of insurance issued annually and signed by authorized representatives of the insurers or, at COUNTY's request, certified copies of insurance policies issued annually, evidencing that the required liability insurance is in effect, shall be maintained with COUNTY throughout the term of AGREEMENT and for three years after the AGREEMENT terminates or expires, whichever is earlier.

5.11.1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation by the insurer for reasons other than nonpayment, until thirty (30) days prior written notice has been given to COUNTY. Therefore, the phrases "...endeavor to..." and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance. The CONSULTANT agrees to provide thirty (30) days prior written notice before the policies are cancelled by the CONSULTANT for any reason or by the insurer for nonpayment.

5.11.1.5 No acceptance and/or approval of any insurance by COUNTY shall be construed as relieving or excusing CONSULTANT from any liability or obligation imposed by the provisions of this AGREEMENT.

5.11.1.6 If CONSULTANT does not meet the insurance requirements of this AGREEMENT, CONSULTANT shall forward a written request to COUNTY for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage or self-insurance arrangements. If COUNTY denies the

request, CONSULTANT must comply with the insurance requirements as specified herein.

5.11.1.7 Any deductibles or retentions of \$100,000 or greater shall be disclosed by CONSULTANT and are subject to COUNTY's written approval. Any deductible or retention amounts elected by CONSULTANT or its subcontractor's or imposed by CONSULTANT's or subcontractor's insurer(s) shall be the sole responsibility of CONSULTANT, and are not chargeable as expenses.

5.11.2 CONSULTANT's Property Insurance

5.11.2.1 CONSULTANT may elect to secure insurance for personal property utilized by CONSULTANT in the rendering of services under this AGREEMENT in order to protect its interests. If the CONSULTANT fails to secure insurance for such property, any loss of or damage to such property (including consequential loss that may result) shall be at the sole responsibility of and at the sole risk of the CONSULTANT.

5.11.2.2 To the fullest extent permitted by law, CONSULTANT waives any right of recovery from COUNTY for any loss of or damage to CONSULTANT's personal property (or resulting loss of income or extra expense) regardless of the cause of origin, including the negligence of the COUNTY. If CONSULTANT elects to secure insurance for any personal property, to the fullest extent permitted by law, CONSULTANT's property insurer shall not hold any right of subrogation against COUNTY. CONSULTANT shall advise its insurer(s) of the foregoing and such waiver shall be permitted under any property and/or business income insurance policies maintained by CONSULTANT.

5.11.3 CONSULTANT's Liability Insurance

CONSULTANT shall secure and maintain the following liability insurance coverages for not less than the limits specified below or required by law, whichever is greater:

5.11.3.1 Commercial general liability insurance that insures against claims for bodily injury, property damage, personal and advertising injury arising out of or in connection with services under this AGREEMENT, whether such operations be by CONSULTANT, its employees or Subcontractors or their employees. The

minimum limits of liability for this insurance are as follows:

- \$1,000,000 combined single limit – each occurrence
- \$1,000,000 combined single limit – personal and advertising injury
- \$2,000,000 combined single limit – general aggregate
- \$2,000,000 combined single limit – products/completed operations aggregate

This insurance shall include coverage for all of the following:

- Any general aggregate limit shall apply per project;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Liability arising from products and completed operations with such coverage to be maintained for three (3) years after completion of project or longer if the statute of limitations or repose is of greater duration;
- Contractual liability including protection for CONSULTANT from bodily injury and property damage claims arising out of liability assumed under this AGREEMENT;
- Liability arising from the explosion, collapse and underground (XCU) hazards;
- Waiver of subrogation in favor of the COUNTY; and
- The COUNTY will be named as additional insureds.

5.11.3.2

Commercial auto liability insurance:

- \$1,000,000 combined single limit or split liability limits of bodily injury at \$1,000,000 each person;

- \$1,000,000 each accident; and
- Property damage of \$1,000,000 each accident.

This insurance shall include coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto;
- Contractual liability including protection for CONSULTANT from bodily injury and property damage claims arising out of liability assumed under this AGREEMENT.
- Waiver of subrogation in favor of the COUNTY; and
- The COUNTY will be named as an additional insured.

5.11.3.3

Workers compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage and employers liability insurance with minimum limits:

- \$1,000,000 each accident – bodily injury by accident;
- \$1,000,000 each employee – bodily injury by disease; and
- \$1,000,000 policy limit – bodily injury by disease.

5.11.3.4

Umbrella excess liability or excess liability insurance with minimum limits of:

- \$5,000,000 combined single limit – each occurrence;
- \$5,000,000 combined single limit – aggregate other than products/completed operations and auto liability; and
- \$5,000,000 combined single limit – products/completed operations aggregate, and including all of the following coverages on the applicable schedule of underlying insurance:

- Commercial general liability;
- Commercial auto liability; and

The COUNTY and its elected and appointed officials, officers, directors, and employees, shall be named as additional insureds on the CONSULTANT'S commercial general liability and umbrella policies with respect to liability arising out of the CONSULTANT'S services provided under this AGREEMENT. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- On-going operations;
- Bodily injury or property damage claims related to the COUNTY'S general supervision of services as provided by the CONSULTANT under this AGREEMENT ; and completed operations.

5.11.3.5 Engineers and architects' professional liability insurance that insures against errors and omissions in rendering or failure to render engineers' and architects' professional services, including construction management if applicable, required under this AGREEMENT. A minimum annual aggregate limit of \$2,000,000 is required. Certificates of insurance shall evidence a retroactive date no later than the beginning of CONSULTANT's services under this AGREEMENT.

5.11.3.6 Insurance provided to COUNTY and its appointed and elected officials, directors, officers, and employees by CONSULTANT and subcontractor's liability insurance as specified herein, including but not limited to, umbrella policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. Any cross suits or cross liability exclusion shall be deleted from CONSULTANT's liability insurance policies required herein.

5.11.3.7 Insurance provided to COUNTY and its appointed and elected officials, directors, officers and employees by CONSULTANT as specified herein shall be primary,

and any other insurance, coverage or indemnity available to COUNTY and its appointed and elected officials, directors, officers and employees shall be excess of and non-contributory with insurance provided to COUNTY and its appointed and elected officials, directors, officers and employees by CONSULTANT as specified herein.

5.11.3.8 For any "claims made" basis liability insurance purchased by CONSULTANT, CONSULTANT must comply with the following additional conditions. The limits of liability and the extensions to be included remain the same.

5.11.3.8.1 The retroactive date (if any) of such "claims-made" coverage can be no later than the earlier of the date of this AGREEMENT or the commencement of the CONSULTANT'S services under this AGREEMENT.

5.11.3.8.2 The CONSULTANT or subcontractor shall agree to provide certificates of insurance issued annually evidencing the above coverages for a period of three (3) years after final payment by the COUNTY for the CONSULTANT'S or subcontractor's services or work under this AGREEMENT. Such certificates shall evidence a retroactive date no later than the earlier of the date of this AGREEMENT or the commencement of the CONSULTANT'S services under this AGREEMENT; or

5.11.3.8.3 The CONSULTANT or subcontractor shall purchase an extended (minimum three (3) years) reporting period endorsement for each such "claims-made" policy in force as of the date of final payment by the COUNTY for the CONSULTANT'S services under this AGREEMENT and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the earlier

of the date of this AGREEMENT or the commencement of the CONSULTANT'S or subcontractor's services under this AGREEMENT.

- 5.12 The CONSULTANT shall secure, maintain and furnish the COUNTY copies of its State of Delaware business license and its Delaware Association of Professional Engineer Certificate of Authorization. The CONSULTANT shall also furnish the COUNTY with such copies of licenses and authorizations for its agents and subcontractors.
- 5.13 The CONSULTANT shall comply with Federal, Regional, State, County, Municipal and/or other laws applicable to the work to be done by the CONSULTANT under this AGREEMENT.
- 5.14 The CONSULTANT shall make no charges or claims for damages for any delays or hindrances from any cause. Such delays and hindrances shall be compensated for by the extension of time in the PROJECT schedule as defined in Article 3 of this AGREEMENT with the written prior approval of the COUNTY.
- 5.15 The CONSULTANT shall notify the COUNTY in writing if the CONSULTANT is of the opinion that any work is beyond the scope of services specified in Article 2 of this AGREEMENT. The COUNTY shall render the final decision after reviewing the CONSULTANT's written opinion.
- 5.16 The CONSULTANT shall meet with the COUNTY in the event that any matter cannot be resolved in a mutually satisfactory manner. All interested parties shall be present with the COUNTY hearing all arguments and rendering the final decision.
- 5.17 The CONSULTANT shall provide all labor, all services, all materials and the like necessary to satisfactorily complete the scope of services contained in Article 2 of this AGREEMENT for the PROJECT, except as otherwise provided herein.
- 5.18 Tracings, plans, maps, descriptions, specifications, records and documentation prepared, obtained, or kept under this AGREEMENT by the CONSULTANT, including drafts or incomplete documents shall be delivered to the COUNTY after the final acceptance of the PROJECT or within five business days after a receipt of written request from the COUNTY. The CONSULTANT shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the CONSULTANT is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the CONSULTANT is not also involved, the COUNTY will remove from such documents all identification of the original CONSULTANT including name, address, and professional seal or stamp.
- 5.19 The CONSULTANT shall confer with the COUNTY at any time during the PROJECT as the interpretation of design plans and for the correction of errors and omissions and shall prepare any supplemental plans and specifications in support or resolution thereof.

- 5.20 The CONSULTANT shall make any and/or all revisions, modifications, additions, and changes in design plans, specifications and cost estimates as requested by the COUNTY. If such revisions, modifications, additions and changes involve a change in the scope of services contained in Article 2 of this AGREEMENT, the Engineer may request additional compensation if needed.
- 5.21 The CONSULTANT shall conduct preliminary and other field inspections as required for the satisfactory continuance and completion of the PROJECTS, to the extent defined in this AGREEMENT.
- 5.22 The CONSULTANT and its subcontractors shall make itself and the necessary records available for any audit proceedings that are or may be required during the term of this AGREEMENT.

ARTICLE SIX

COUNTY'S RESPONSIBILITIES

- 6.1 The COUNTY shall furnish the CONSULTANT with any pertinent information that is available to the COUNTY and applicable to the PROJECTS. On request from the CONSULTANT, the COUNTY shall provide the CONSULTANT with one (1) copy of such pertinent information without cost.
- 6.2 The COUNTY shall as far as possible and practical, cooperate with the CONSULTANT in making necessary arrangements with public and/or private agencies.
- 6.3 The COUNTY shall designate a person to act with authority on its behalf in respect of all aspects of the PROJECTS.
- 6.4 The COUNTY shall give prompt written notice to the CONSULTANT whenever it observes or otherwise becomes aware of any defect in the PROJECTS.
- 6.5 The COUNTY shall promptly respond to the CONSULTANT's requests for reviews and approvals of its work, and to its requests for decisions related to the prosecution of the PROJECTS.

ARTICLE SEVEN

INDEPENDENT CONTRACTOR

- 7.1 The CONSULTANT is an independent contractor and this AGREEMENT shall not constitute the COUNTY a partner or agent of the CONSULTANT.

ARTICLE EIGHT

SUBCONTRACTS

- 8.1 All subcontracts proposed to be entered into by the CONSULTANT pursuant to this AGREEMENT shall be subject to the prior written approval of the COUNTY.

ARTICLE NINE

AMENDMENT OF AGREEMENT

- 9.1 This AGREEMENT may only be amended, modified, or extended by prior written approval of both the COUNTY and the CONSULTANT.

ARTICLE TEN

SUCCESSORS AND ASSIGNMENTS

- 10.1 The COUNTY and the CONSULTANT each binds itself, its successors, legal representatives and assigns, to the other party of this AGREEMENT, and to the successors, legal representatives and assigns of such other party in respect of all covenants to this AGREEMENT. Except as hereinbefore mentioned, the CONSULTANT shall not assign, sell, mortgage, or transfer its interest in this AGREEMENT without the prior written consent of the COUNTY.

ARTICLE ELEVEN

NON-DISCRIMINATION

- 11.1 In connection with the carrying out of this AGREEMENT the CONSULTANT shall not discriminate against any employee because of race, creed, color, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection or training including apprenticeship.

ARTICLE TWELVE

RECORDS AND AUDIT

- 12.1 The CONSULTANT shall maintain such records and require maintaining in similar manner such records of its subcontractors with respect to wages and salaries used for computing amounts payable under Article 4.3.1 of this AGREEMENT and the items reimbursable under Articles 4.3.3, 4.3.4 and 4.3.5 of this AGREEMENT, and such records shall be supported by properly executed payrolls, invoices, contracts, agreements, or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the CONSULTANT's record retention policy, but no less than seven years from the year of the initial transaction. All checks, payrolls, invoices, contracts, agreements, vouchers or other accounting documents pertaining in whole or in part to the work shall be clearly identified, readily

accessible and to the extent feasible, kept separate from all other such documents. Supporting documentation shall be included with the monthly invoice as a detailed description of cost items. The CONSULTANT shall cause or provide free access to the proper officers of the COUNTY at all times to such books and records and the right to examine and audit the same and to make transcripts therefrom as necessary to allow inspection of all work data, documents, proceedings and activities related to this AGREEMENT during the term of the AGREEMENT. The CONSULTANT shall permit the authorized representative of the COUNTY to inspect and audit all appropriate data and records of the CONSULTANT relating to the carrying out of this AGREEMENT during the term of the AGREEMENT. The CONSULTANT shall include similar provisions of this Article in all cost reimbursable subcontracts which it negotiates with respect to the work. In the event expenditures paid to the CONSULTANT under this AGREEMENT are subsequently and properly disallowed by the COUNTY through the findings of an independent audit, the CONSULTANT agrees to refund the properly disallowed amounts to the COUNTY for credit to its appropriate account or fund.

ARTICLE THIRTEEN

TERMINATION

- 13.1 If, for any reason or cause, conditions are encountered by the COUNTY which require termination of this AGREEMENT and any modifications hereof, such determination to rest solely in the judgment of the COUNTY, this AGREEMENT and any modifications hereof may be terminated in whole or part upon thirty (30) days written notice to the CONSULTANT. Upon such termination, the CONSULTANT shall render a final terminal report and shall be due only that payment of fees specified in Article 4.9 of this AGREEMENT. The CONSULTANT shall immediately transfer to the COUNTY in a neat and orderly manner copies of all documents relating to the PROJECT as specified in Article 5.18 of this AGREEMENT.
- 13.2 In the case of receipt of a notice of termination of this AGREEMENT and any modifications hereof, the CONSULTANT shall take all reasonable steps to minimize the further incurrence of fees under this AGREEMENT.

ARTICLE FOURTEEN

INCORPORATED DOCUMENTS

- 14.1 This AGREEMENT will incorporate the following exhibits as PROJECTS are defined:
- 14.1.1 EXHIBIT "A": TASK ORDERS – SCOPES OF WORKS
- 14.1.2 EXHIBIT "B": TASK ORDERS - WORK PROGRAM MANHOUR ESTIMATES, DIRECT EXPENSES, SUBCONTRACTS & FIXED FEES.

14.1.3 EXHIBIT "C" TASK ORDERS – CERTIFICATION OF CONSULTANTS DIRECT PAYROLL COST MULTIPLIERS (CERTIFICATION STATEMENT FROM AN INDEPENDENT ACCOUNTANT)

14.1.4 EXHIBIT "D" – REQUIRED CONTACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed on the day and year first written hereof by their duly authorized officers.


Seal

FOR THE COUNTY:

SUSSEX COUNTY COUNCIL

Michael Vincent
President

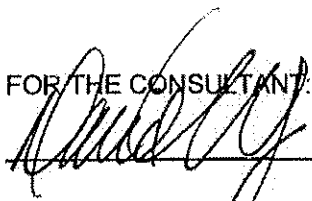
APPROVED AS TO FORM:



David Rutt
Assistant Sussex County Attorney

ATTEST:

Robin Griffith
Clerk of the Sussex County Council

FOR THE CONSULTANT:


David W. Jones, F.E., C.M.
Vice President

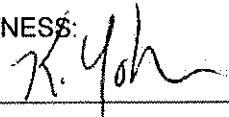
WITNESS:


EXHIBIT "A"
TASK ORDERS – SCOPES OF WORK

EXHIBIT "B"

**TASK ORDERS - WORK PROGRAM MANHOUR ESTIMATES, DIRECT EXPENSES,
SUBCONTRACTS & FIXED FEES**

EXHIBIT "C"

**TASK ORDERS - CERTIFICATION OF CONSULTANTS DIRECT PAYROLL COST MULTIPLIERS
(CERTIFICATION STATEMENT FROM AN INDEPENDENT ACCOUNTANT)**

Delta Airport Consultants, Inc.
2014 Billing Rates – Overhead Justification

2014 FEE SCHEDULE
Billing Rate Breakdown
Delta Airport Consultants, Inc.
Date: July 26, 2013

Item	2014 Direct Labor	Overhead 210.63%	Labor & Overhead	2014 Billing Rate
Principal	69.62	146.64	216.26	\$216
Project Manager/Registered Professional	58.11	122.40	180.51	\$181
Design Professional (Engineer/Planner)	35.57	74.92	110.49	\$110
Project Production/Administration	27.62	58.18	85.80	\$86
Field Representative	25.55	53.82	79.37	\$79

Overhead	2010	2011	2012	3 year Avg.
General/Administrative & Labor Fringe	200.74%	199.18%	231.96%	210.63%
			Use	210.63%

***Statement of Direct Costs,
Overhead and Unallowable Costs
Year Ended
December 31, 2010***

Delta Airport Consultants, Inc.

Delta Airport Consultants, Inc.

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Report of Independent Auditors

Board of Directors
Delta Airport Consultants, Inc.

We have audited the accompanying statement of direct costs, overhead and unallowable costs of ***Delta Airport Consultants, Inc.*** for the year ended December 31, 2010. This statement is the responsibility of the management of ***Delta Airport Consultants, Inc.*** Our responsibility is to express an opinion on the statement based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement of direct costs, overhead and unallowable costs. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying statement was prepared to present the direct costs, labor burden, overhead and unallowable costs on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other federal regulations described in Note 2, and is not intended to be a complete presentation in conformity with generally accepted accounting principles.

In our opinion, the statement of direct costs, overhead and unallowable costs for the year ended December 31, 2010 presents fairly, in all material respects, the direct costs, overhead, and unallowable costs of the Company for the year ended December 31, 2010 prepared on the basis of accounting described in Note 2.

This report is intended solely for the information and use of the board of directors and management of ***Delta Airport Consultants, Inc.*** and its regulatory agencies and is not intended to be and should not be used by anyone other than these specified parties.

Dixen Hughes Goddard LLP.

Norfolk, Virginia
September 16, 2011

Delta Airport Consultants, Inc.

Statement of Direct Costs, Overhead and Unallowable Costs

Year Ended December 31, 2010

	Total Costs	Direct Costs	Labor Burden	Indirect Costs	Unallowable Costs	Authority for Unallowables
Direct costs						
Direct wages	\$ 3,605,182	\$3,605,182	\$ -	\$ -	\$ -	
Subcontract	2,957,475	2,957,475	-	-	-	
Travel	369,619	369,619	-	-	-	
Per diems	220,428	220,428	-	-	-	
Printing	111,324	111,324	-	-	-	
Other direct costs	36,160	36,160	-	-	-	
Indirect costs						
Salaries and wages	2,560,609	-	447,024	2,113,585	-	
Airplane	905,417	-	-	447,755	457,662	FAR 31.205-36(b)(3)
Payroll taxes	513,266	-	256,225	257,041	-	
Rent, utilities and maintenance	466,269	-	-	466,269	-	
Depreciation	265,741	-	-	265,741	-	
Bid and proposal	38,625	-	-	38,625	-	
Advertising and promotion	150,174	-	-	9,876	140,298	FAR 31.205-1
Conference and travel	194,142	-	-	171,030	23,112	FAR 31.205-1(f)(3)
Professional fees	169,461	-	-	166,461	3,000	FAR 31.201-6
Insurance	167,944	-	8,403	159,541	-	
Engineering and computer	195,647	-	-	195,647	-	
Training	109,409	-	-	109,409	-	
Miscellaneous	24,573	-	-	8,350	16,223	FAR 31.205-2, -8, -20
Office expenses	83,607	-	-	83,607	-	
Licenses, permits and dues	81,627	-	-	79,029	2,598	FAR 31.205-22
Telephone	64,337	-	-	64,337	-	
Bad debt expense	1,121	-	-	-	1,121	FAR 31.205-3
Meals and entertainment	22,170	-	-	2,562	19,608	FAR 31.205-14
Equipment rental	50,207	-	-	50,207	-	
Property taxes	2,278	-	-	2,278	-	
Postage and delivery	20,492	-	-	20,492	-	
Library and reference materials	9,950	-	-	9,950	-	
Employee insurance	13,323	-	-	-	13,323	FAR 31.205-19(e)(2)(v)
Recruiting	26,486	-	-	26,486	-	
Discretionary and other items						
Retirement plan contributions and expenses	706,610	-	352,744	353,866	-	
Discretionary compensation	1,056,050	-	-	1,056,050	-	
Income tax	332,892	-	-	14,406	318,486	FAR 31.205-41(b)
	\$ 15,532,615	\$7,300,188	\$1,064,396	\$6,172,600	\$995,431	

The accompanying notes are an integral part of this financial statement

Delta Airport Consultants, Inc.

Notes to Statement of Direct Costs, Overhead and Unallowable Costs

December 31, 2010

1. Organization and Nature of Business

Delta Airport Consultants, Inc. (Company) is a Virginia corporation incorporated in November 1982, which provides engineering and consulting services primarily to airports located in the United States. Offices are located in Virginia, North Carolina, Ohio, New Mexico, Pennsylvania, Kentucky, Georgia and Arkansas.

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying statement was prepared to present the direct costs, labor burden, overhead and unallowable costs on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulations. Accordingly, the overhead schedule is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The accompanying statement is prepared on the accrual method of accounting.

Accounting Systems

The Company maintains a job cost accounting system for the recording and accumulation of all direct costs incurred under its contracts. Each project is assigned a job number in order for costs to be segregated and accumulated in the Company's job cost accounting system.

The Company's method of estimating costs for pricing during the proposal process is consistent with the accumulation and reporting of costs under its job cost accounting system.

Description of Overhead Rate Structure

The reporting unit for the attached statements is companywide. The Company utilizes a single base of direct labor costs in the calculation of its overhead rate. Labor burden and indirect costs are combined when calculating the overhead rate.

Description of Labor-Related Costs

Premium overtime costs incurred to meet certain deadlines are included in the indirect cost pool.

When incurred, compensation to senior executives in excess of the FAR 31.205-6(p) limit is reflected as unallowable. In 2010, no such excess compensation was paid.

Paid time off for sick or vacation leave is accumulated as earned. Vested amounts that have been earned during the current year but not yet paid have been accrued and are reflected in the labor burden.

Property and Equipment - Depreciation and Leasing

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the overhead pool.

Property and equipment are recorded at cost. Depreciation is calculated using declining balance methods over the estimated useful lives of the assets as follows:

Furniture, fixtures and engineering equipment	3 - 7 years
Leasehold improvements	5 - 39 years

Bad Debts

The Company evaluates each of its accounts receivable individual and provides a charge to income which, in the opinion of management, is appropriate to absorb probable credit losses. The allowance for bad debts at December 31, 2010 was \$24,000

Advertising Costs

The Company follows the policy of charging the costs of advertising to expense as incurred.

Estimates

The preparation of financial statements in accordance with accounting principles prescribed in Part 31 of the Federal Acquisition Regulations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and may have impact on future periods.

Income Taxes

Deferred income taxes are provided on the liability method whereby deferred tax assets are recognized for deductible temporary differences and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax basis. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through September 16, 2011 the date the financial statements were available to be issued.

Goodwill

Cost of investment in purchased companies in excess of the underlying fair value of net assets at dates of acquisition are recorded as goodwill and assessed annually for impairment. If considered impaired, goodwill will be written down to fair value and a corresponding impairment loss recognized. No such impairment has been recorded to date.

3. Profit Sharing Plan

In 1984, the Company adopted a profit sharing plan. In 1990, a money purchase pension plan was added, and in 1994 a 401(k) plan was added. During 2004, the Company adopted an Employee Stock Ownership Plan (ESOP). These plans were established to provide all eligible employees with funds for their retirement and to provide funds for their beneficiaries in the event of death. Contributions to the plans are at the discretion of the Board of Directors. Historically, the contributions have been at least 10% of all eligible employee compensation.

The ESOP purchased stock financed predominately with a loan from the Company. The loan was collateralized by a proportionate number of shares. Shares pledged as collateral were reported as unearned ESOP shares on the balance sheet. As shares were released from collateral, the Company reports ESOP expense equal to the average market price of the shares during the year. This loan was repaid in full during 2008.

All ESOP shares (75,500) have all been released and allocated as of December 31, 2010. Fair value per share at December 31, 2010 was \$41.30.

Net contributions, including dividends paid on ESOP shares, paid to the various plans over the last five years are as follows:

	2010	2009	2008	2007	2006
Contributions					
Principal payments on note	\$ -	\$ -	\$ 751,713	\$ 328,572	\$ 670,571
Other payments made	-	250,000	803,840	148,585	50,000
Accrued	702,000	400,000	-	-	-
Fees	4,610	7,424	5,527	5,306	14,542
Dividends paid to ESOP	100,415	200,075	-	-	302,000
Amounts reimbursed by plan	-	-	(751,713)	-	(342,000)
Net cash transferred to plan	807,025	857,499	809,367	482,463	695,113
Dividends paid to participants	(100,415)	(200,075)	-	-	(105,281)
Accounting adjustment for ESOP	-	-	(27,101)	18,532	(34,053)
Total expense for year	\$ 706,610	\$ 657,424	\$ 782,266	\$ 463,931	\$ 555,779

4. Related Party Transactions

The Company contracts with Avion, Inc. and Kilo Alpha Holdings, both are companies with some common ownership, to provide air transportation for employees of the Company. The amounts expensed for services provided by Avion, Inc. and Kilo Alpha Holdings during 2010 were \$905,417. Only costs allowed under FAR 31.206-36(b)(3) have been reflected in the overhead pool.

The reconciliation of airplane costs and the calculation to determine the allowable portion of the rent is as follows:

Total amounts paid to related parties	\$ 905,417
Less - profit	(448,752)
Less - unallowable interest	<u>(8,910)</u>
Total allowed airplane costs	<u>\$ 447,755</u>

5. Summary of General Overhead Rate

The following represents the overhead rates incurred by the Company for 2010 calculated in accordance with the Federal Acquisitions Regulations:

		<u>Overhead Rate</u>
Overhead	<u>\$ 7,236,996</u>	
Direct labor	\$ 3,605,182	200.74%

6. Facilities Cost of Money

The Company's rate for facilities cost of money (FCOM) was determined as follows:

Average net book value of fixed assets	\$ 574,495
Applicable interest rate	3.188%
Facilities cost of money (FCOM)	\$ 18,312
Direct labor base	\$ 3,605,182
FCOM (as a percent of direct labor)	0.51%

7. Income Taxes

The Company's income tax consists of the following:

Current	
Federal expense	\$ -
State expense	<u>14,590</u>
	<u>14,590</u>
Deferred	
Federal expense (benefit)	286,390
State expense (benefit)	<u>31,912</u>
	<u>318,302</u>
	<u>\$ 332,892</u>

The provision for federal income taxes differs from that computed by applying federal statutory rates to income (loss) before income tax expense due to the differences in accounting and depreciation methods, differences in the tax treatment of the ESOP payments and dividends, and nondeductible expense.

Deferred tax liabilities result primarily for taxable temporary differences in accounts receivable, prepaid expenses, accelerated depreciation or the amortization of goodwill. Deferred tax assets result primarily for deductible temporary differences related to accounts payable, accrued expenses, net operating loss carryforwards and the differences in expenses associated with the ESOP.

Reconciliation of expected income tax rate to the effective income tax rates is as follows:

U.S. Statutory rate - Personal Service Corporation	35.00%
State and locate rate - net of federal benefit	3.90%
Effect of ESOP and other permanent differences	<u>(3.47)%</u>
Effective rate	<u>35.43%</u>

The Company has available \$279,143 of net operating loss carryforwards which begin to expire in 2028 and \$5,589 of charitable contribution carryforward which will expire in 2014. The Company has determined that it does not have any materially unrecognized tax benefits or obligations as of December 31, 2010. Fiscal years ending on or after December 31, 2007 remain subject to examination by federal and state tax authorities.

* * * * *

***Statement of Direct Costs,
Overhead and Unallowable Costs
Year Ended
December 31, 2011***

Delta Airport Consultants, Inc.



DIXON HUGHES GOODMAN^{LLP}
Certified Public Accountants and Advisors

Delta Airport Consultants, Inc.

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DIXON HUGHES GOODMAN^{LLP}
Certified Public Accountants and Advisors

Report of Independent Auditors

Board of Directors
Delta Airport Consultants, Inc.

We have audited the accompanying statement of direct costs, overhead and unallowable costs of *Delta Airport Consultants, Inc.* (Company) for the year ended December 31, 2011. This statement is the responsibility of the management of *Delta Airport Consultants, Inc.* Our responsibility is to express an opinion on this statement based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement of direct costs, overhead, and unallowable costs is free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement of direct costs, overhead and unallowable costs, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying statement was prepared to present the direct costs, labor burden, overhead and unallowable costs on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other federal regulations described in Note 2, and is not intended to be a complete presentation in conformity with generally accepted accounting principles.

In our opinion, the statement of direct costs, overhead and unallowable costs for the year ended December 31, 2011 presents fairly, in all material respects, the direct costs, overhead and unallowable costs of the Company for the year ended December 31, 2011 prepared on the basis of accounting described in Note 2.

Dixon Hughes Goodman LLP

Norfolk, Virginia
August 8, 2012 (except as to Note 9, which is as of February 1, 2013)

Delta Airport Consultants, Inc.

Statement of Direct Costs, Overhead and Unallowable Costs

Year Ended December 31, 2011

	Total Costs	Direct Costs	Labor Burden	Indirect Costs	Unallowable Costs	Authority for Unallowables
Direct costs						
Direct wages	\$ 3,232,009	\$3,232,009	\$ -	\$ -	\$ -	
Subcontract	2,764,604	2,764,604	-	-	-	
Travel	349,817	349,817	-	-	-	
Per diems	240,802	240,802	-	-	-	
Printing	62,873	62,873	-	-	-	
Other direct costs	18,687	18,687	-	-	-	
Indirect costs						
Salaries and wages	2,477,006	-	611,380	1,865,626	-	
Airplane	616,368	-	-	403,591	212,777	FAR 31.205-36(b)(3)
Rent, utilities and maintenance	507,506	-	-	507,506	-	
Payroll taxes	447,676	-	226,207	221,469	-	
Depreciation	306,424	-	-	306,424	-	
Conference and travel	250,685	-	-	211,293	39,392	FAR 31.205-1(f)(3)
Advertising, promotion, bid and proposal	208,031	-	-	63,694	144,337	FAR 31.205-1
Engineering and computer	204,956	-	-	204,956	-	
Insurance	187,134	-	27,478	159,656	-	
Professional fees	161,759	-	-	158,759	3,000	FAR 31.201-6
Training	106,390	-	-	106,390	-	
Licenses, permits and dues	70,928	-	-	68,529	2,399	FAR 31.205-22
Office expenses	64,286	-	-	64,286	-	
Telephone	63,937	-	-	63,937	-	
Equipment rental	61,539	-	-	61,539	-	
Bad debt expense	37,851	-	-	-	37,851	FAR 31.205-3
Meals and entertainment	24,476	-	-	7,460	17,016	FAR 31.205-14
Property taxes	22,398	-	-	22,398	-	
Postage and delivery	19,026	-	-	19,026	-	
Employee insurance	14,247	-	-	-	14,247	FAR 31.205-19(e)(2)(v)
Miscellaneous	13,969	-	-	5,597	8,372	FAR 31.205-2, -8, -20
Library and reference materials	8,167	-	-	8,167	-	
Recruiting	3,492	-	-	3,400	92	FAR 31.205-34
Discretionary and other items						
Retirement plan contributions and expenses	361,427	-	182,626	178,801	-	
Discretionary compensation	687,316	-	-	677,316	10,000	FAR 31.205-6
Loss on disposal of equipment	2,422	-	-	-	2,422	FAR 31-205-16
Goodwill impairment loss	140,343	-	-	-	140,343	FAR 31.205-16(i)
Income tax	(244,323)	-	-	(54)	(244,269)	FAR 31.205-41(b)
	\$13,494,228	\$6,668,792	\$1,047,691	\$5,389,766	\$387,979	

The accompanying notes are an integral part of this financial statement.

Delta Airport Consultants, Inc.

Notes to Statement of Direct Costs, Overhead and Unallowable Costs

December 31, 2011

1. Organization and Nature of Business

Delta Airport Consultants, Inc. (Company) is a Virginia corporation incorporated in November 1982, which provides engineering and consulting services primarily to airports located in the United States. Offices are located in Virginia, North Carolina, Ohio, New Mexico, Pennsylvania, Georgia and Arkansas.

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying statement was prepared to present the direct costs, labor burden, overhead and unallowable costs on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulations. Accordingly, the overhead schedule is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The accompanying statement is prepared on the accrual method of accounting.

Accounting Systems

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The Company's method of estimating costs for pricing during the proposal process is consistent with the accumulation and reporting of costs under its job cost accounting system.

Description of Overhead Rate Structure

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Description of Labor-Related Costs

Premium overtime costs incurred to meet certain deadlines are included in the indirect cost pool.

When incurred, compensation to senior executives in excess of the FAR 31.205-6(p) limit is reflected as unallowable. In 2011, no such excess compensation was paid.

Paid time off for sick or vacation leave is accumulated as earned. Vested amounts that have been earned during the current year but not yet paid have been accrued and are reflected in the labor burden.

Property and Equipment - Depreciation and Leasing

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the overhead pool.

Property and equipment are recorded at cost. Depreciation is calculated using declining balance methods over the estimated useful lives of the assets as follows:

Furniture, fixtures and engineering equipment	3 - 7 years
Leasehold improvements	5 - 39 years

Bad Debts

The Company evaluates each of its accounts receivable individual and provides a charge to income which, in the opinion of management, is appropriate to absorb probable credit losses. The allowance for bad debts at December 31, 2011 was \$33,500.

Advertising Costs

The Company follows the policy of charging the costs of advertising to expense as incurred.

Estimates

The preparation of financial statements in accordance with accounting principles prescribed in Part 31 of the Federal Acquisition Regulations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and may have impact on future periods.

Income Taxes

Deferred income taxes are provided on the liability method whereby deferred tax assets are recognized for deductible temporary differences and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

Subsequent Events

In preparing this financial statement, the Company has evaluated events and transactions for potential recognition or disclosure through August 8, 2012, the date the financial statement was available to be issued.

Goodwill

Cost of investment in purchased companies in excess of the underlying fair value of net assets at dates of acquisition are recorded as goodwill and assessed annually for impairment. If considered impaired, goodwill will be written down to fair value and a corresponding impairment loss recognized. For the year ended December 31, 2011, goodwill impairment of \$140,343 was recorded.

3. Profit Sharing Plan

In 1984, the Company adopted a profit sharing plan. In 1990, a money purchase pension plan was added, and in 1994 a 401(k) plan was added. During 2004, the Company adopted an Employee Stock Ownership Plan (ESOP). These plans were established to provide all eligible employees with funds for their retirement and to provide funds for their beneficiaries in the event of death. Contributions to the plans are at the discretion of the Board of Directors. Historically, the contributions have been at least 10% of all eligible employee compensation.

The ESOP purchased stock financed predominately with a loan from the Company. The loan was collateralized by a proportionate number of shares. Shares pledged as collateral were reported as unearned ESOP shares on the balance sheet. As shares were released from collateral, the Company reports ESOP expense equal to the average market price of the shares during the year. This loan was repaid in full during 2008.

All ESOP shares (84,300) have been released and allocated as of December 31, 2011. Fair value per share at December 31, 2011 was \$39.90.

Net contributions, including dividends paid on ESOP shares, paid to the various plans over the last five years are as follows:

	2011	2010	2009	2008	2007
Contributions					
Principal payments on note	\$ -	\$ -	\$ -	\$ 751,713	\$ 328,572
Other payments made	-	-	250,000	803,840	148,585
Stock contributions	351,120	-	-	-	-
Accrued	10,000	702,000	400,000	-	-
Fees	307	4,610	7,424	5,527	5,306
Dividends paid to ESOP	-	100,415	200,075	-	-
Amounts reimbursed by plan	-	-	-	(751,713)	-
Net cash transferred to plan	361,427	807,025	857,499	809,367	482,463
Dividends paid to participants	-	(100,415)	(200,075)	-	-
Accounting adjustment for ESOP	-	-	-	(27,101)	18,532
Total expense for year	\$ 361,427	\$ 706,610	\$ 657,424	\$ 782,266	\$ 500,995

4. Related Party Transactions

The Company contracts with Avion, Inc., a company with some common ownership, to provide air transportation for employees of the Company. The amount expensed for services provided by Avion, Inc. during 2011 was \$732,268. Of this amount, \$212,777 of profit and other costs are disallowed under FAR 31.206-36(b)(3) and have been removed from the overhead pool.

5. **Summary of General Overhead Rate**

The following represents the overhead rates incurred by the Company for 2011 calculated in accordance with the Federal Acquisitions Regulations:

		<u>Overhead Rate</u>
Overhead	\$ 6,437,457	
Direct labor	\$ 3,232,009	199.18%

6. **Facilities Cost of Money**

The Company's rate for facilities cost of money (FCOM) was determined as follows:

Average net book value of fixed assets	\$ 427,298
Applicable interest rate	2.563%
Facilities cost of money (FCOM)	\$ 10,950
Direct labor base	\$ 3,232,009
FCOM (as a percent of direct labor)	0.34%

7. **Income Taxes**

The Company's income tax consists of the following:

Current	
Federal expense	\$ -
State expense (income)	(54)
	<u>(54)</u>
Deferred	
Federal expense (benefit)	(219,779)
State expense (benefit)	(24,490)
	<u>(244,269)</u>
	<u>\$ (244,323)</u>

The provision for federal income taxes differs from that computed by applying federal statutory rates to income (loss) before income tax expense due to the differences in accounting and depreciation methods, differences in the tax treatment of the ESOP payments and dividends, and nondeductible expense.

Deferred tax liabilities result primarily for taxable temporary differences in accounts receivable, prepaid expenses, accelerated depreciation or the amortization of goodwill. Deferred tax assets result primarily for deductible temporary differences related to accounts payable, accrued expenses, net operating loss carryforwards and the differences in expenses associated with the ESOP.

Reconciliation of expected income tax rate to the effective income tax rates is as follows:

U.S. statutory rate - Personal Service Corporation	35.00%
State and local rate - net of federal benefit	3.90%
Effect of ESOP and other permanent differences	<u>(3.47)%</u>
Effective rate	<u>35.43%</u>

The Company has available \$275,000 of net operating loss carryforwards which begin to expire in 2028 and \$8,000 of charitable contribution carryforward which will expire in 2014. The Company has determined that it does not have any material unrecognized tax benefits or obligations as of December 31, 2011. Fiscal years ending on or after December 31, 2008, remain subject to examination by federal and state tax authorities.

8. Subsequent Event

Effective January 1, 2012, Price Studios, a profit center of the Company which provides architectural services, was established as a separate legal entity. Price Studios LLC will be a wholly owned subsidiary of the Company.

9. Restatement

The Company's previously issued financial statements have been restated to reflect the correction of an error related to the classification between direct and indirect labor and the related classification of payroll related costs between labor burden and indirect costs. The effect of this change resulted in a decrease in direct costs of \$128,792, a decrease in labor burden of \$17,386 and an increase in other indirect costs of \$146,178. These changes increased the overhead rate from 187.71% to 199.18%.

* * * * *

***Consolidated Statement of Direct
Labor, Fringe Benefits and
General Overhead
Year Ended
December 31, 2012***

Delta Airport Consultants, Inc. and Subsidiary



DIXON HUGHES GOODMAN^{LP}
Certified Public Accountants and Advisors

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DIXON HUGHES GOODMAN LLP
Certified Public Accountants and Advisors

Report of Independent Auditors

Board of Directors
Delta Airport Consultants, Inc.

Report on the Consolidated Statement

We have audited the accompanying consolidated statement of direct labor, fringe benefits, and general overhead (consolidated statement) of ***Delta Airport Consultants, Inc. and Subsidiary*** for the year ended December 31, 2012 and the related notes.

Management's Responsibility for the Statement

Management is responsible for the preparation and fair presentation of the consolidated statement in accordance with Part 31 of the Federal Acquisition Regulations and certain other federal regulations described in Note 2. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated statement that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the consolidated statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated statement. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated statement referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of *Delta Airport Consultants, Inc. and Subsidiary* for the year ended December 31, 2012 in accordance with Part 31 of the Federal Acquisition Regulation as described in Note 2.

Basis of Accounting

We draw attention to Note 2 of the consolidated statement, which describes the basis of accounting. The consolidated statement is prepared on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation and certain other federal regulations described in Note 2, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Governmental Auditing Standards

In accordance with *Government Auditing Standards*, we have issued our report dated March 12, 2013 on our consideration of *Delta Airport Consultants, Inc. and Subsidiary's* internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Restriction on Use

This report is intended solely for the use and information of *Delta Airport Consultants, Inc. and Subsidiary* and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be use for any other purpose.

Dixon Hughes Goodman LLP

Norfolk, Virginia
March 12, 2013

Delta Airport Consultants, Inc. and Subsidiary

Consolidated Statement of Direct Labor, Fringe Benefits, and General Overhead

Year Ended December 31, 2012

	Total Costs	Portion Unallowable	FAR Ref.	Total Proposed
Direct labor	<u>\$ 2,988,639</u>	<u>\$ -</u>		<u>\$ 2,988,639</u>
Fringe benefits				
Vacation / holiday / paid leave	\$ 504,037	\$ -		\$ 504,037
Payroll taxes	426,606	-		426,606
Group insurance	97,574	-		97,574
Seminars / education	195,617	-		195,617
Pension and profit sharing	771,000	-		771,000
Discretionary compensation (bonuses)	2,381,906	1,396,311	(1)	985,595
Total fringe benefits	<u>\$ 4,376,740</u>	<u>\$ 1,396,311</u>		<u>2,980,429</u>
General overhead				
Salaries and wages	1,689,830	-		1,689,830
Airplane	565,926	-		565,926
Office expense	419,882	2,003	(2)	417,879
Rent and utilities	390,526	-		390,526
Business insurance	197,924	-		197,924
Professional fees	156,299	-		156,299
Depreciation	150,918	-		150,918
Marketing	128,324	128,324	(3)	-
Bad debt expense	113,992	113,992	(4)	-
Meetings and travel	97,640	2,271	(5)	95,369
Conference and travel	91,254	14,802	(6)	76,452
Supplies	56,477	-		56,477
Taxes and licenses	42,093	-		42,093
Repairs and maintenance	36,738	-		36,738
Meals and entertainment	34,046	14,599	(7)	19,447
Bid and proposal	31,935	-		31,935
Service charges and fees	17,767	-		17,767
Key life insurance	16,730	16,730	(8)	-
Recruiting	6,541	46	(6)	6,495
Miscellaneous	4,268	4,268	(9)	-
Training	2,614	2,614	(6)	-
Total general overhead	<u>\$ 4,251,724</u>	<u>\$ 299,649</u>		<u>3,952,075</u>
Total indirect costs				<u>\$ 6,932,504</u>
Percentage of direct labor				<u>231.96%</u>

FAR references

- (1) FAR 31.205-6
- (2) FAR 31.205-1(f)(7)
- (3) FAR 31.205-1
- (4) FAR 31.205-3
- (5) FAR 31.205-46
- (6) FAR 31.205-14 and 31.205-46
- (7) FAR 31.205-14
- (8) FAR 31.205-19(e)(2)(v)
- (9) FAR 31.205-8 and 31-205-13

The accompanying notes are an integral part of this statement.

Delta Airport Consultants, Inc.

Notes to the Consolidated Statement of Direct Labor, Fringe Benefits, and General Overhead

December 31, 2012

1. Organization and Nature of Business

Delta Airport Consultants, Inc. (Delta) is a Virginia corporation incorporated in November 1982, which provides engineering and consulting services primarily to airports located in the United States. Offices are located in Virginia, North Carolina, Ohio, New Mexico, Pennsylvania, Georgia and Arkansas.

Effective January 1, 2012, Price Studios, a profit center of Delta which provides architectural services, was established as a separate legal entity. ***Price Studios, LLC*** (Price) is a wholly owned subsidiary of Delta.

The consolidated statement includes the accounts of both Delta and Price (hereinafter referred to as the "Company"). All significant intercompany balances and transactions have been eliminated.

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying consolidated statement (hereinafter referred to as the "Schedule") was prepared to present the direct labor, fringe benefits, and general overhead on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulations. Accordingly, the Schedule is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The accompanying Schedule is prepared on the accrual method of accounting.

Accounting Systems

The Company maintains a job cost accounting system for the recording and accumulation of all direct costs incurred under its contracts. Each project is assigned a job number in order for costs to be segregated and accumulated in the Company's job cost accounting system.

The Company's method of estimating costs for pricing during the proposal process is consistent with the accumulation and reporting of costs under its job cost accounting system.

Description of Overhead Rate Structure

The reporting unit for the attached statement is companywide. The Company utilizes a single base of direct labor costs in the calculation of its overhead rate. Labor burden and indirect costs are combined when calculating the overhead rate.

Other direct costs (ODCs) are consistently charged to all projects, and not just projects that reimburse for ODCs. Examples of cost items generally charged directly to projects include subcontract costs, travel, and supplies. All such costs have been identified and removed from the indirect cost pool.

Description of Labor-Related Costs

The Company charges labor to all projects using standard hourly rates by group of employee during the year. The difference between these charges and actual payroll is charged to an indirect labor variance account. At year-end, an adjustment is made to direct and indirect labor to reflect the effective hourly rate for each employee (gross pay divided by hours actually worked multiplied by direct and indirect labor hours, respectively). This methodology addresses uncompensated overtime for certain salaried employees that worked in excess of 40 hours per week. Premium overtime costs incurred to meet certain deadlines are included in the indirect cost pool.

Paid time off for vacation leave is accumulated as earned. Vested vacation amounts that have been earned during the current period but not yet paid have been accrued and are reflected in fringe benefits. Sick leave does not vest and is not accrued.

Payments made under bonus and incentive-pay plans are analyzed to determine allowability in accordance with FAR 31.205-6(f)(1). For 2012, the Company incurred unallowable bonus payments of \$855,350.

The Company performed an analysis of executive compensation which included an evaluation of compensation reasonableness using the National Compensation Matrix (NCM). As a result of the analysis, a total of \$540,961 was disallowed.

Property and Equipment - Depreciation and Leasing

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the overhead pool.

Property and equipment are recorded at cost. Depreciation is calculated using declining balance methods over the estimated useful lives of the assets as follows:

Furniture, fixtures and computer equipment	3 - 7 years
Aircraft and transportation equipment	5 years
Leasehold improvements	5 - 39 years

Subsequent Events

In preparing this consolidated statement, the Company has evaluated events and transactions for potential recognition or disclosure through March 12, 2013, the date the consolidated statement was available to be issued.

3. Profit Sharing Plan

In 1984, the Company adopted a profit sharing plan. In 1990, a money purchase pension plan was added, and in 1994 a 401(k) plan was added. During 2004, the Company adopted an Employee Stock Ownership Plan (ESOP). These plans were established to provide all eligible employees with funds for their retirement and to provide funds for their beneficiaries in the event of death. Contributions to the plans are at the discretion of the Board of Directors. Historically, the contributions have been at least 10% of all eligible employee compensation.

The ESOP purchased stock financed predominately with a loan from the Company. The loan was collateralized by a proportionate number of shares. Shares pledged as collateral were reported as unearned ESOP shares on the balance sheet. As shares were released from collateral, the Company reported ESOP expense equal to the average market price of the shares during the year. This loan was repaid in full during 2008.

All ESOP shares (89,300) have been released and allocated as of December 31, 2012. Fair value per share at December 31, 2012 was \$39.40.

Net contributions, including dividends paid on ESOP shares, paid to the various plans over the last five years are as follows:

	2012	2011	2010	2009	2008
Contributions:					
Principal payments on note	\$ -	\$ -	\$ -	\$ -	\$ 751,713
Other payments made	-	-	-	250,000	803,840
Stock contributions	197,000	351,120	-	-	-
Accrued	574,000	10,000	702,000	400,000	-
Fees	9,329	307	4,610	7,424	5,527
Dividends paid to ESOP	133,950	-	100,415	200,075	-
Amounts reimbursed by plan	-	-	-	-	(751,713)
Net cash transferred to plan	914,279	361,427	807,025	857,499	809,367
Dividends paid to participants	(133,950)	-	(100,415)	(200,075)	-
Accounting adjustment for ESOP	-	-	-	-	(27,101)
Total expense for year	\$ 780,329	\$ 361,427	\$ 706,610	\$ 657,424	\$ 782,266

4. Related Party Transactions

The Company contracts with Avion, Inc., a company with some common ownership, to provide air transportation for employees of the Company. The amount expensed for services provided by Avion, Inc. during 2012 was \$634,641. Of this amount, there was no profit and other costs which are disallowed under FAR 31.206-36(b)(3) and removed from the overhead pool.

5. Summary of General Overhead Rate

The following represents the overhead rates incurred by the Company for 2012 calculated in accordance with the Federal Acquisitions Regulations:

		Overhead Rate
Overhead	\$ 6,932,504	
Direct labor	\$ 2,988,639	231.96%

6. Facilities Cost of Money

The Company's rate for facilities cost of money (FCOM) was determined as follows:

Average net book value of fixed assets	\$ 289,078
Applicable interest rate	1.875%
Facilities cost of money (FCOM)	\$ 5,420
Direct labor base	\$ 2,988,639
FCOM (as a percent of direct labor)	0.18%

* * * * *



DIXON HUGHES GOODMAN^{LLP}
Certified Public Accountants and Advisors

***Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with Government Auditing Standards***

Board of Directors
Delta Airport Consultants, Inc.

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the consolidated statement of direct labor, fringe benefits, and general overhead (hereinafter referred to as the "Statement") of *Delta Airport Consultants, Inc. and Subsidiary* for the year ended December 31, 2012 and the related notes to the consolidated statement, and have issued our report thereon dated March 12, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered *Delta Airport Consultants, Inc. and Subsidiary's* internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the Statement, but not for the purpose of expressing an opinion on the effectiveness of *Delta Airport Consultants, Inc. and Subsidiary's* internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of *Delta Airport Consultants, Inc. and Subsidiary's* internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of *Delta Airport Consultants, Inc. and Subsidiary's* Statement will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether *Delta Airport Consultants, Inc. and Subsidiary's* Statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation, noncompliance with which could have a direct and material effect on the determination of the amounts reported on the Statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Dixon Hughes Goodman LLP

Norfolk, Virginia
March 12, 2013

EXHIBIT "D"

**REQUIRED CONTACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR
OBLIGATED SPONSORS**



**FAA
Airports**

Required Contact Provisions for Airport Improvement Program and for Obligated Sponsors

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1. REQUIRED CONTRACT PROVISIONS.

Federal laws and regulations require that specific contract provisions be included in certain contracts, requests for proposals, or invitations to bid *whether or not* the contracts are federally-funded. This requirement is established within the grant assurances. Other contract provisions are required to be in federally-funded contracts, including all subcontracts. For purposes of determining requirements for contract provisions, the term *contract* includes subcontracts.

The type and magnitude of a project determines whether a provision is required. Some Federal provisions have dollar thresholds that define when they are applicable. The majority of the Federal provisions may be incorporated within the contract itself. However, certain Federal notices are required to be identified within the Notice-to-Bidders.

1.1. GENERAL REQUIREMENT FOR CONTRACTS.

In general, the sponsor must:

- 1) Physically incorporate these contract provisions (not simply by reference) in each contract funded under AIP;
- 2) Require the contractor (including all subcontractors) to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
- 3) Require the contractor (or subcontractor) to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 4) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
- 5) Not modify the provisions. Minor additions covering state or sponsor requirements may be included in a separate supplemental specification, provided they do not conflict with federal laws and regulations and do not change the intent of the required contract provision.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

1.2. GENERAL REQUIREMENT FOR REQUESTS FOR BIDS (ADVERTISEMENT) AND NOTICE TO BIDDERS

In general, the sponsor may incorporate certain provisions *by reference* in the Request for Bids (the Advertisement) rather than including the entire text of the provision in the Request or Notice. The provisions that can be incorporated by reference in the Request or Notice are:

- 1) Buy American Preference

- 2) Foreign Trade Restriction
- 3) Davis Bacon
- 4) Affirmative Action
- 5) Governmentwide Debarment and Suspension
- 6) Governmentwide Requirements for Drug-free Workplace

1.3. GENERAL REQUIREMENTS FOR ALL CONTRACTS ENTERED INTO BY OBLIGATED SPONSORS.

Where noted, the sponsor must include certain notifications in contracts or solicitations for proposals regardless of funding source.

1.4. FAILURE TO COMPLY WITH PROVISIONS.

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

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

1.5. REQUIRED CONTRACT PROVISIONS.

The following list summarizes the contract provisions and to what types of contracts the provisions apply:

All Contracts Regardless of Funding Source

- a. Civil Rights – General
- b. Civil Rights – Title VI
- c. Affirmative Action Plan

All AIP Funded Contracts

- a. Access to Records and Reports
- b. Buy American Preferences
- c. Civil Rights – General
- d. Civil Rights - Title VI
- e. Disadvantaged Business Enterprises
- f. Energy Conservation Requirements
- g. Federal Fair Labor Standards Act (Minimum Wage)
- h. Lobbying and Influencing Federal Employees
- i. Occupational Safety and Health Act

- j. Rights to Inventions
- k. Trade Restriction Clause
- l. Veteran's Preference

Additional Provisions for AIP Funded Contracts that are \$2,000 and greater

- a. Copeland Anti-Kickback
- b. Davis Bacon Requirements

Additional Provisions for AIP Funded Contracts that are \$10,000 and greater

- a. Affirmative Action
- b. Equal Employment Opportunity
- c. Nonsegregated Facilities
- d. Termination of Contract

Additional Provisions for AIP Funded Contracts that are \$25,000 and greater

- a. Debarment and Suspension

Additional Provisions for AIP Funded Contracts that are \$100,000 and greater

- a. Breach of Contract
- b. Clean Air and Water Pollution Controls
- c. Contract Work Hours and Safety Standards

2. ACCESS TO RECORDS AND REPORTS.

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

2.1. APPLICABILITY.

Applies to all AIP-funded projects and must be included in all contracts and subcontracts.

2.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

ACCESS TO RECORDS AND REPORTS

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

3. AFFIRMATIVE ACTION REQUIREMENT.

(Reference: 41 CFR part 60-4, Executive Order 11246)

3.1. APPLICABILITY.

Incorporate in all construction contracts and subcontracts that exceed \$10,000. This notice must be placed within the solicitation for proposals. The goals for minority participation are dependent upon the Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA). Refer to Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EA and SMSA and their associated minority goals. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction contractors.

3.2. MANDATORY CONTRACT LANGUAGE.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - A. Timetables
 - B. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
 - C. Goals for female participation in each trade (6.9%)

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

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

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

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

3.3. AFFIRMATIVE ACTION PLAN.

The Department of Labor is responsible for administering the Executive Order 11246, which contains requirements for an Affirmative Action Plan. This Plan is similar in content and requirements to the affirmative action plan required in 49 CFR Part 152 subpart e. 49 CFR Part 152 applied to grants issued under the Airport Development Aid Program, which was replaced by the Airport Improvement Program.

4. BREACH OF CONTRACT TERMS.

(Reference 2 CFR § 200 Appendix II(A))

4.1. APPLICABILITY.

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at \$100,000.

4.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(A). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

5. BUY AMERICAN PREFERENCE.

(Reference: 49 USC § 50101)

5.1. APPLICABILITY.

The sponsor must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable.

5.2. REQUIREMENTS.

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

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

5.3. NATIONAL BUY AMERICAN WAIVERS WEBSITE.

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

5.4. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

Required Provisions
Buy American Preference

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BUY AMERICAN CERTIFICATION

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

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility (Buildings such as Terminal, SRE, ARFF, etc.)

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

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

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products

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

Required Documentation

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

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

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

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

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

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

- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

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

Required Documentation

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

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

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

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

Date

Signature

Company Name

Title

6. CIVIL RIGHTS - GENERAL.

(Reference: 49 USC § 47123)

6.1. APPLICABILITY.

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

6.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

GENERAL CIVIL RIGHTS PROVISIONS

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

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

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

7. CIVIL RIGHTS – TITLE VI ASSURANCES.

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

- 1) Title VI Solicitation Notice
- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
- 3) Title VI Required Clause for Land Interests Transferred from the United States
- 4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
- 5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 6) Title VI List Of Pertinent Nondiscrimination Statutes And Authorities

7.1. APPLICABILITY.

The sponsor must insert the **Title VI Solicitation Notice** in:

- 1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and
- 2) All proposals for negotiated agreements regardless of funding source

The Sponsor must insert the **Title VI required contract clause** and the **Title VI list of Pertinent Nondiscrimination Statutes and Authorities** in every contract or agreement, unless the sponsor has determined and the FAA has agreed, that the contract or agreement is not subject to the nondiscrimination Acts and the Regulations.

The sponsor must insert the clauses of **Title VI Clauses for Deeds Transferring United States Property**, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

The sponsor must include the **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, Or Program**, the **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**, and the **Title VI List of Pertinent Nondiscrimination Authorities**, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties:

- 1) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- 2) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

7.2. MANDATORY CONTRACT LANGUAGE.

7.2.1. Title VI Solicitation Notice

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI Solicitation Notice:

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

7.2.2. Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7.2.3. Title VI Clauses for Deeds Transferring United States Property

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (Title of Sponsor) will accept title to the lands and maintain the project constructed thereon in accordance with (Name of Appropriate Legislative Authority), for the (Airport Improvement Program or

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

(HABENDUM CLAUSE)

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

The (Title of Sponsor), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (Title of Sponsor) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

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

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

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

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

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

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

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

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

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

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

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

7.2.6. Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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

8. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 2 CFR § 200 Appendix II(G))

8.1. APPLICABILITY.

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

8.2. MANDATORY CONTRACT LANGUAGE.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

9. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

9.1. APPLICABILITY.

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

9.2. MANDATORY CONTRACT LANGUAGE.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

10. COPELAND "ANTI-KICKBACK" ACT

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

10.1. APPLICABILITY.

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

10.2. MANDATORY CONTRACT LANGUAGE.

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

11. DAVIS-BACON REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II(D))

11.1. APPLICABILITY.

Incorporate into all construction contracts and subcontracts that exceed \$2,000 and are financed under the AIP program.

11.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language is as follows:

DAVIS-BACON REQUIREMENTS

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2 Withholding.

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

3. Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly

payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to

submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on

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

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

5. Compliance With Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

12. DEBARMENT AND SUSPENSION (NON-PROCUREMENT).

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

12.1. APPLICABILITY.

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

Incorporate in all contracts and subcontracts that exceed \$25,000.

12.2. MANDATORY CONTRACT LANGUAGE.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

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

13. DISADVANTAGED BUSINESS ENTERPRISE.

(Reference: 49 CFR part 26)

13.1. APPLICABILITY.

The Disadvantaged Business Enterprise requirements found in 49 CFR part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

13.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows. Other than to insert appropriate Sponsor information into the noted spaces, the Sponsor must not modify these contract clauses:

DISADVANTAGED BUSINESS ENTERPRISES

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

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

14. ENERGY CONSERVATION REQUIREMENTS.

(Reference 2 CFR § 200 Appendix II(H))

14.1. APPLICABILITY.

The Energy Conservation Requirements found in 2 CFR § 200 Appendix II(H), apply to all AIP-funded construction and equipment projects and must be included in all contracts and subcontracts.

14.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(H):

ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

15. EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS.

(Reference 41 CFR § 60-1.4, Executive Order 11246)

15.1. APPLICABILITY.

Incorporate contract language and specifications into all construction contracts and subcontracts that exceed \$10,000 and are financed under the AIP program.

15.2. MANDATORY CONTRACT LANGUAGE.

41 CFR § 60-1.4 provides the mandatory contract language, but allows such necessary changes in language to be made to identify properly the parties and their undertakings. 41 CFR § 60-4.3 provides the mandatory specifications.

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion

of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

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

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

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

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

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

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

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management

personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

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

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

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

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

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment

opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

16. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

16.1. APPLICABILITY.

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

16.2. MANDATORY CONTRACT LANGUAGE.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

17. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

17.1. APPLICABILITY.

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

17.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

18. NONSEGREGATED FACILITIES REQUIREMENT.

(Reference: 41 CFR § 60-1.8)

18.1. APPLICABILITY.

Incorporate in all construction contracts and subcontracts that exceed \$10,000. The notices must be placed within the solicitation for proposals. The actual certification must be incorporated in the contract agreement.

18.2. MANDATORY CONTRACT LANGUAGE AND NOTICE.

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities

are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

19. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

19.1. APPLICABILITY.

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

19.2. MANDATORY CONTRACT LANGUAGE.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

20. RIGHT TO INVENTIONS.

(Reference 2 CFR § 200 Appendix II(F))

20.1. APPLICABILITY.

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

20.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(F).

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

21. TERMINATION OF CONTRACT.

(Reference 2 CFR § 200 Appendix II(B))

21.1. APPLICABILITY.

Incorporate in all contracts and subcontracts that exceed \$10,000.

21.2. MANDATORY CONTRACT LANGUAGE.

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

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

22. TRADE RESTRICTION

(Reference: 49 CFR part 30)

22.1. APPLICABILITY.

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

22.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language is as follows:

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

23. VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

23.1. APPLICABILITY.

The Veteran's preference clause found in 49 USC § 47112(c) applies to all AIP-funded projects and must be included in all contracts and subcontracts that involve labor

23.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 49 USC § 47112(c) is as follows:

VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

BAN ON TEXTING WHEN DRIVING

As a condition of the execution of the Contract with the Owner, and in accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Contractor shall ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant. Also, the Contractor is encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business such as: a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving and b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Contractor shall insert the substance of the above clause on banning texting while driving in all subgrants, contracts and subcontracts.

TASK ORDER NO. ONE (1)

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Update Exhibit "A"/Airport Property Map
DELTA PROJECT NO: 14075
DATE OF ISSUANCE: May 9, 2014
ATTACHMENTS: "1-1" Project/Task Narrative
"1-2" Fee Summary
"1-3" Estimated Work Hours and Summary of Fees
METHOD OF PAYMENT: Unit Price + Fixed Fee
TASK ORDER AMOUNT: \$ 15,000 (Per attached, not to exceed \$15,000)
CONTRACT TIME: PLANNING SERVICES: 30 CALENDAR DAYS FROM RECEIPT OF ALL INFORMATION FROM THE OWNER
PROJECT DESCRIPTION: See Attachment "1-1"

The original Agreement for Professional Engineering Services between the Sussex County Council (SPONSOR) and Delta Airport Consultants, Inc., (CONSULTANT) for Professional Services at the Sussex County Airport dated _____, shall govern all TASK ORDERS executed under this Agreement unless modified in writing and agreed to by CONSULTANT and SPONSOR.

ACCEPTED:

by 
David W. Jones, P.E., C.M.
Vice President

CONSULTANT
Delta Airport Consultants, Inc.
3540 N. Progress Ave., Suite 102
Harrisburg, Pennsylvania 17110

APPROVED:

by _____
Michael Vincent
President

SPONSOR
Sussex County Council
#2 The Circle
P.O. Box 589
Georgetown, DE 19947

ATTACHMENT "1-1"
PROJECT/TASK NARRATIVE

This project at the Sussex County Airport, Georgetown, Delaware is to provide planning services for limited updates to the Exhibit "A"/Airport Property Map as requested by the FAA in an email dated February 26, 2014. The project includes the following project elements:

- Include property parcel information (Items 3, 5d, and 5e of FAA ARP SOP No. 3.00 Checklist)
- Include Airport Industrial Park designation (Item 6e of FAA ARP SOP No. 3.00 Checklist)
- Include property line metes and bounds (Item 8 of FAA ARP SOP No. 3.00 Checklist)
- Add Exhibit "A" to sheet title in Title Block (Item 11 of FAA ARP SOP No. 3.00 Checklist)

The OWNER is to provide all property parcel information including deed book pages, survey information, and dates of deeds.

The scope does not include the CONSULTANT completing any courthouse reviews or on-site field work associated with this project.

ATTACHMENT "1-2"
FEE SUMMARY

UPDATE EXHBIT "A"/AIRPORT PROPERTY MAP

Planning Services

Sussex County Airport
Georgetown, Delaware
Delta Project No. 14075

May 9, 2014

<u>Delta Workhour Costs</u>	
Planning Services	<u>\$13,274</u>
	Subtotal: \$13,274
<u>Reimbursable Expenses</u>	
Printing & Miscellaneous	<u>\$ 399</u>
	Subtotal: \$ 399
<u>Fixed Fee</u>	\$1,327
	Total: \$15,000

Total Not to Exceed Unit Price + Fixed Fee Budget:	\$15,000
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ATTACHMENT "1-3"
Estimated Workhours - Task Order No. One (1)

Update Exhibit "A"/Airport Property Map
 Planning Services

SUSSEX COUNTY AIRPORT
 GEORGETOWN, DELAWARE

AIP Project No. N/A
 State Project No. N/A
 Delta Project No. 14075

Date: May 9, 2014

Description	No.	PRIN (hr)	PM/RP (hr)	DP (hr)	PP/PA (hr)
Basic Services			None		
SPECIAL SERVICES					
Project Formulation and Contract		1	8	4	4
Owner Coordination		0	8	6	4
FAA Exhibit "A" Checklist Item 3 Updates		0	4	4	8
FAA Exhibit "A" Checklist Item 5 Updates		0	4	8	8
FAA Exhibit "A" Checklist Item 6 Updates		0	4	8	8
FAA Exhibit "A" Checklist Item 8 Updates		0	4	4	8
FAA Exhibit "A" Checklist Item 11 Updates		0	0	0	1
Special Service Hours Subtotal:		1	32	34	41

ATTACHMENT "1-3"
Summary of Fees - Task Order No. One (1)

Update Exhibit "A"/Airport Property Map
 Planning Services

SUSSEX COUNTY AIRPORT
 GEORGETOWN, DELAWARE

AIP Project No. N/A
 State Project No. N/A
 Delta Project No. 14075

Date: May 9, 2014

Description	Est Hrs	Hourly Rate	Est Cost
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Work Hour Cost (w/Overhead)

Basic Services

Principal	0	\$216	0
Proj Mgr/Registered Prof	0	\$181	0
Design Professional	0	\$110	0
Proj Production/Admin	0	\$86	0

Subtotal: 0 \$ -

Special Services

Principal	1	\$216	216
Proj Mgr/Registered Prof	32	\$181	5,792
Design Professional	34	\$110	3,740
Proj Production/Admin	41	\$86	3,526

Subtotal: 108 \$ 13,274

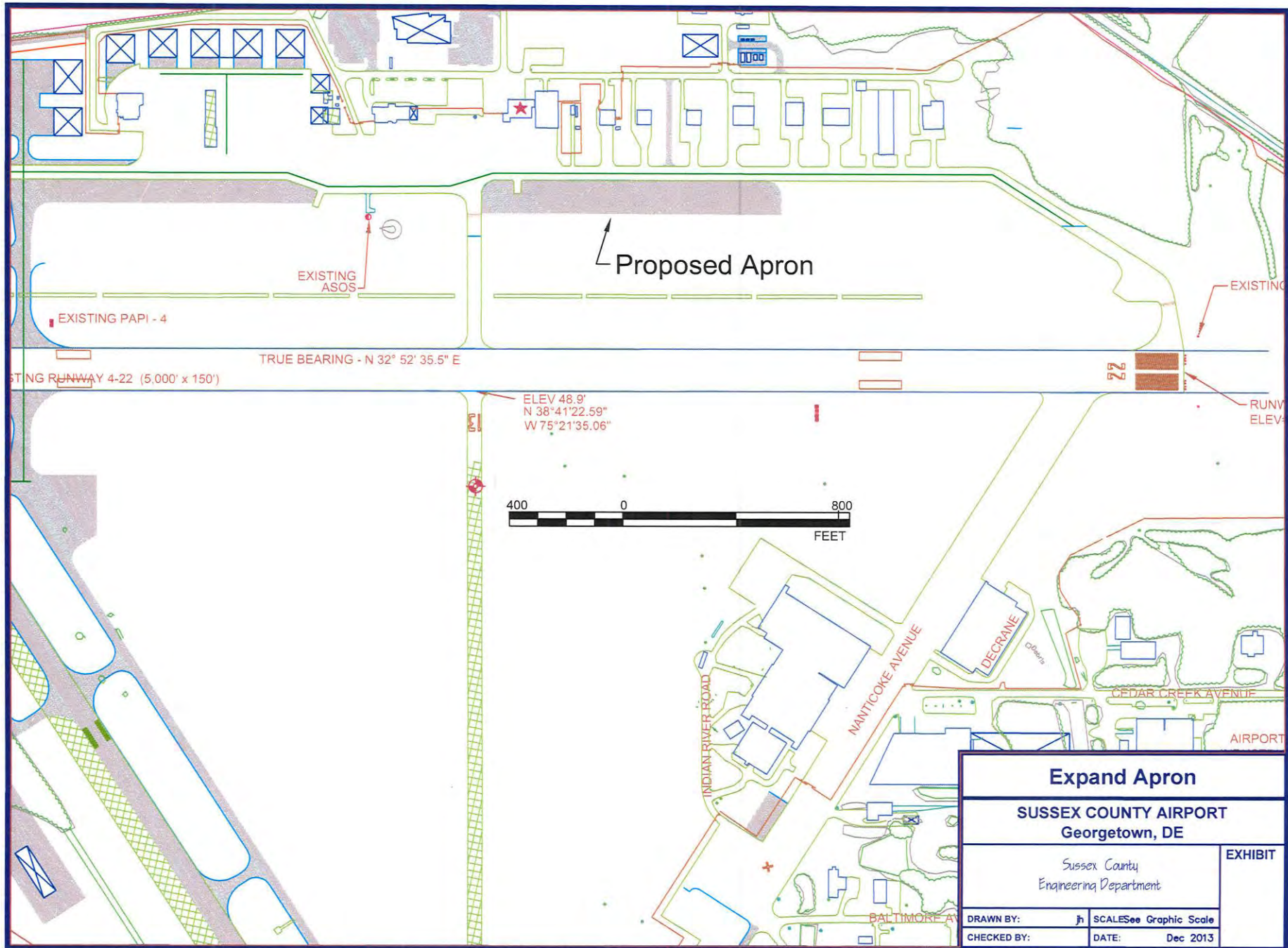
Reimburables

Printing/Misc.			399
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Subtotal: \$ 399

Fixed Fee: \$ 1,327

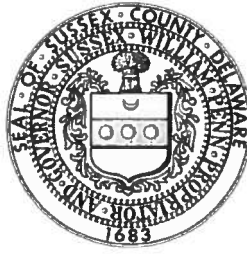
Total Not to Exceed
 Unit Price + Fixed Fee Budget: \$ 15,000



Expand Apron	
SUSSEX COUNTY AIRPORT Georgetown, DE	
Sussex County Engineering Department	
DRAWN BY:	jh
CHECKED BY:	DATE: Dec 2013
SCALE: See Graphic Scale	
EXHIBIT	

ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
PUBLIC WORKS (302) 855-7703
RECORDS MANAGEMENT (302) 854-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov

MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Samuel R. Wilson, Jr., Vice President
The Honorable George B. Cole
The Honorable Joan R. Deaver
The Honorable Vance Phillips

FROM: Joseph Wright
Assistant County Engineer

RE: ***WHITMAN, REQUARDT, & ASSOCIATES, LLP
AMENDMENT NO. 52***

DATE: May 29, 2014

At the June 3, 2014 Council meeting, I will be presenting Contract Amendment No. 52 with Whitman, Requardt and Associates, LLP (WRA) for contract administration and inspection of the Route 26 force main relocation. Route 26 is being widened by Deldot from the Assawoman Canal to Clarksville over the next two (2) years. Sussex County has existing force main facilities between Assawoman Canal and approximately Central Avenue in Ocean View that are in conflict with proposed storm drainage in approximately nine (9) locations. As required under State Law, Deldot must reimburse publically owned utility owners who exist within the State right of way under franchise agreements and permits, whenever their facilities require adjustments and/or relocations for State needs.

Under agreement between Deldot and Sussex County, WRA, on behalf of Sussex County, provided design services initially and are following at this time with construction administration and inspection services to coordinate with and protect the interests of Sussex County. Amendment No. 52, as attached, provides for professional services over 180 days of the full 900 calendar day duration. Based on the contractor's (George & Lynch) approved schedule, the force main relocation work took place in April and May 2014, will be suspended during summer 2014 and resume in September 2014 and end in January 2015 (weather dependent). Upon completion of the work, Sussex County will bill Deldot for reimbursement of all professional services. All construction costs paid to George & Lynch are being made directly by Deldot with no reimbursement from Sussex County. The total amendment cost for both construction administration and inspection is in the amount of \$130,421. The estimated construction cost for the work is \$1.55 Million.

cc: Michael A. Izzo
Brad Hawkes





SOUTH COASTAL PLANNING AREA

SUSSEX COUNTY, DELAWARE

CONTRACT AMENDMENT NO. 52

This contract amendment, **Contract Amendment No. 52** dated **May 22, 2014** amends our original contract dated January 27, 1998 between Sussex County, a political subdivision of the State of Delaware, as First Party, hereinafter referred to as the COUNTY and Whitman, Requardt and Associates, LLP, a State of Maryland Limited Liability Partnership, as the Second Party, hereinafter referred to as the CONSULTANT, whose address is 801 South Caroline Street, Baltimore, Maryland 21231. Except as specifically amended herein, the provisions of the existing engineering services agreement dated January 27, 1998 remain in effect and fully valid. By execution of this amendment, the following sections delete the existing Section 4.4 and replace with below Section 4.4

ARTICLE FOUR

FEE STRUCTURE

4.4 In accordance with the method of fee determination described in Articles 4.3.1, 4.3.2, 4.3.3, and 4.3.4 of this Agreement, the total compensation and reimbursement obligated and to be paid the CONSULTANT by the COUNTY for the CONSULTANT's Scope of Services for **SR 26 Forcemain Relocation Construction Administration and Resident Project Representation** as set forth in Attachment AZ, which is attached hereto and incorporated by reference, shall not exceed **One Hundred and Thirty Thousand, Four Hundred and Twenty one (\$130,421.00)**. In the event of any discrepancy or inconsistency between the amounts set forth in this Article 4.4 and any appendices, exhibits, attachments or other sections of this Agreement, the amounts set forth in this Article 4.4 shall govern.

14.2 **Attachment "AZ"**

Consultant's Scope of Services, **SR 26 Forcemain Relocation Construction Administration and Resident Project Representation**, with Man-hour spreadsheet.

IN WITNESS WHEREOF, the parties hereunto have caused this **Amendment No. 52** to this Agreement to be executed on the day and year first written hereof by their duly authorized officers.

SEAL

FOR THE COUNTY:
SUSSEX COUNTY

President, Sussex County Council

Date

APPROVED AS TO FORM:


Assistant Sussex County Attorney

ATTEST:

Clerk of the Sussex County Council

FOR THE CONSULTANT:

WHITMAN, REQUARDT and ASSOCIATES, LLP



Dennis J. Hasson, P.E., Partner

WITNESS:





WHITMAN, REQUARDT AND ASSOCIATES, LLP

ATTACHMENT AZ

SCOPE OF SERVICES

SR26 FORCEMAIN RELOCATION

CONSTRUCTION ADMINISTRATION
AND

RESIDENT PROJECT REPRESENTATION

This attachment outlines the required Scope of Services for the SR 26 Force Main Relocation Project Construction Administration and Project Inspection. This work effort will generally include services during the Construction and Post-Construction Phases of the Project for Contract Administration, Submittal Reviews, Observation of the Work, and Resident Project Representation on an as needed basis. The Derivation of Man-hours and Estimated Fee for these tasks are provided in the summary spreadsheets included with this document. This proposal assumes the contract will be administered and inspected over the project's 180 day project duration from April 2014 through May 2014 and September 2014 through January 2015, with two weeks allowed for close-out.

PART A - CONSTRUCTION ADMINISTRATION

- 1. General Construction Administration.* WR&A will consult with Sussex County and act as the County's representative during the duration of the construction project. This effort involves the day to day coordination of in-house and field personnel during the construction phase.
- 2. Preconstruction and Monthly Progress Meetings.* WR&A will attend monthly progress meetings administered by DelDOT. It is assumed that there will be six progress meetings for the works duration. These meetings will be run by DelDOT's Construction Administrator. Attendance by the design engineer is assumed to not be required at the progress meetings.
- 3. Specialized Site Visits by Specialized Inspectors.* During the construction phase, WR&A will make visits to the site by specialized inspectors (geotechnical, etc.) to be coordinated with the Resident Project Representative. These periodic visits will be to assist site personnel with resolution of contractual issues, discrepancies, coordination items, witness equipment startup and testing, and/or to review general progress of the work. Such visits and observations by WR&A are not intended to be exhaustive or to extend to every aspect of the Work in Progress, but rather are to be limited to spot-checking, selective sampling, and similar methods of general observation of the Work. Based on information obtained during such visits and such observations, WR&A will determine in general if Contractor's Work is proceeding in accordance with the Contract Documents, and WR&A shall keep the County informed of the progress of the Work.

4. ***Requests for Information (Clarifications).*** When requested by Sussex County, respond to Requests for Information (RFIs) relating to the contract documents. This proposal assumes a total of four (4) RFIs total will be required.
5. ***Change Orders and Work Change Directives.*** Upon the request of Sussex County, WR&A will review Contractor change order requests. WR&A will document its findings to Sussex County regarding the applicability of the claim, the proposed method of resolution of addressing the issue, and the proposed cost. It is assumed that no more than three (3) change order requests in total will be submitted by the Contractor.
6. ***Shop Drawings and Samples.*** WR&A will review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other data which the Contractor is required to submit for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incidental thereto.
7. ***Contractor's Completion Documents.*** At the completion of the Construction Phase, WR&A will transfer all recorded changes from the Contractor's Record Drawings and produce a set of reproducible record drawings in an AutoCAD Version 2005 format and provide two hard copies of all record drawings.
8. ***Substantial Completion and Final Notice of Acceptability of the Work.*** At the request of the County, WR&A will assist the County in conducting a walk through inspection to determine if the Work is Substantially Complete and to assist with the development of a punchlist for work items. WR&A will also assist the County in conducting a final inspection to determine if the completed Work of the Contractor is acceptable for release of final payment to the Contractor including preparation and documentation.
9. ***Post-Construction Phase.*** Provide warranty period engineering services to the County to assist with resolution of issues at the plant during the 1-yr warranty period following Substantial Completion. These services will be performed when requested by the County and may include assistance with resolving contractor and equipment warranty issues, providing operations assistance and training, providing plant data review and analysis, and making additional site visits. Within one month before the end of the Warranty Period, assist the County in conducting a final walk-through inspection to ascertain whether any portion of the Work is subject to correction. WR&A will document this work in a letter to the County and Contractor.

PART B - RESIDENT PROJECT REPRESENTATION

WR&A shall furnish one Resident Project Representative (RPR) for the projects duration. The RPR will observe the work done by the Contractor and promptly inform the County of deviations from the Contract Documents. The RPR will serve as the County's representative in the field, providing information on the daily progress of the job to technical personnel. It is assumed that the RPR and/or inspector will work an average of 45 hours per week for the approximate 210 consecutive calendar day (140 working day) duration, with two additional weeks for project closeout.

PROJECT NAME: SR 26 FM Relocation																							REVISION		Attachment AW																									
MANHOUR ESTIMATE AND PROPOSAL																							DATE		5/7/2014																									
CLIENT: Sussex County Engineering Department																							BY		DJH/WFH																									
TASK	PROJECT DESCRIPTION: Construction Administration and Resident Project Representation	Project Manager	Civil Associate / Project Engineer	Civil Engineer	Civil Designer / CADD	Geotech. Assoc. / Proj. Engr.	Geotech Engineer	Arch. Assoc. / Proj. Arch.	Architect	Arch. CADD	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Elect. Assoc. / Proj. Engr.	Elect. Engineer	SCADA Engineer	Resident Inspector	Project Inspector	Construction Manager	WR&A TOTALS	WR&A EXPENSES	Subcontractor hours	Subcontractor Payroll	Subcontractor Expenses																							
Phase A - Construction Administration		Use Labor Cost Rates for year: 2014																							\$67	\$55	\$36	\$33	\$65	\$42	\$58	\$36	\$33	\$63	\$45	\$33	\$71	\$46	\$37	\$65	\$48	\$65	\$41	\$26	\$57					
A1	General construction administration	16																					18	34			T, R, E S, or L (See Legend)	T, R, E S, or L (See Legend)																						
A2	Pre-construction and monthly progress meetings																							0		T	\$500			-	\$																			
A3	Specialized site visits by specialized inspectors						8																8			T, E	\$200			S																				
A4	Request for information (clarifications)	8		24																			24	56			-	\$			-	\$																		
A5	Change orders and work change directives	8																					24	32			-	\$			-	\$																		
A6	Shop drawings and samples	4		10	10																		24				-	\$			-	\$																		
A7	Application for Payment																						0				-	\$			-	\$																		
A8	Contractor's completion documents	8		40	40																		88			R	\$600			-	\$																			
A9	Substantial completion																						16	16			T, E	\$200			-	\$																		
A10	Final notice of acceptability of work																						16	16			T, E	\$200			-	\$																		
A11	Post-construction phase																						16	16			T, E	\$200			-	\$																		
PHASE A SUBTOTALS =		44	0	74	50	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	114	290			\$1,900	Subcontractor Total		\$0																				
PHASE A SUB-TOTAL DOLLARS =		\$6,687	\$0	\$5,937	\$3,729	\$0	\$759	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,557	\$31,669				Profit on Sub		0.0%																				
			124	Civil	\$9,666	8	Geotech	0	Architect	\$0	0	Structural	\$0	0	Mech	\$0	0	Electrical	\$0	0	\$0	\$0	114					WR&A Total		\$33,569																				
																											PHASE A TOTAL		\$33,569																					

Phase B - Resident Project Representation																							T, R, E (See Legend)		T, R, E (See Legend)																										
Use Labor Cost Rates for year: 2014																							\$67	\$55	\$36	\$33	\$65	\$42	\$58	\$36	\$33	\$63	\$45	\$33	\$71	\$46	\$37	\$65	\$48	\$65	\$41	\$26	\$57								
B1	Resident Project Representation																						1150	200	1350		T, E	\$4,000			-	\$																			
B2																								0		-						-	\$																		
B3																								0		-	\$					-	\$																		
B4																								0		-	\$					-	\$																		
B5																								0		-	\$					-	\$																		
B6																								0		-	\$					-	\$																		
PHASE B SUBTOTALS =		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1150	200	1350		\$4,000	Subcontractor Total		\$0																					
PHASE B SUB-TOTAL DOLLARS =		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67,314	\$25,538	\$92,852			Profit on Sub		0.0%																					
			0	Civil	\$0	0	Geotech	0	Architect	\$0	0	Structural	\$0	0	Mech	\$0	0	Electrical	\$0	1,150	\$67,314	200						WR&A Total		\$96,852																					
																											PHASE B TOTAL		\$96,852																						

	Project Manager	Civil Associate / Project Engineer	Civil Engineer	Civil Designer / CADD	Geotech. Assoc. / Proj. Engr.	Geotech Engineer	Arch. Assoc. / Proj. Arch.	Architect	Arch. CADD	Struct. Assoc. / Proj. Engr.	Struct. Engineer	Struct. Designer / CADD	Mech. Assoc. / Proj. Engr.	Mech. Engineer	Mech. Designer / CADD	Elect. Assoc. / Proj. Engr.	Elect. Engineer	SCADA Engineer	Resident Inspector	Project Inspector	Construction Manager	
Bare Labor Cost rates for year	2014	\$67.25	\$55.00	\$35.50	\$33.00	\$65.00	\$42.00	\$58.00	\$36.00	\$33.00	\$62.50	\$45.00	\$33.00	\$70.50	\$46.00	\$36.60	\$65.00	\$48.00	\$65.25	\$40.50	\$25.90	\$56.50
Contract Rates - LOADED LABOR AT A FACTOR OF:	2.26	\$151.99	\$124.30	\$80.23	\$74.58	\$146.90	\$94.92	\$131.08	\$81.36	\$74.58	\$141.25	\$101.70	\$74.58	\$159.33	\$103.96	\$82.72	\$146.90	\$108.48	\$147.47	\$91.53	\$58.53	\$127.69
Bare Labor Cost rates for year	2008																					
Contract Rates - LOADED LABOR AT A FACTOR OF:	2.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bare Labor Cost rates for year	2008																					
Contract Rates - LOADED LABOR AT A FACTOR OF:	2.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

WR&A EXPENSES
T = Travel @ 48 mile
R = Reproduction
E = Equipment Rental
S = Subcontractor
L = laboratory Cost



ENGINEERING DEPARTMENT

ADMINISTRATION (302) 855-7718
AIRPORT & INDUSTRIAL PARK (302) 855-7774
ENVIRONMENTAL SERVICES (302) 855-7730
PUBLIC WORKS (302) 855-7703
RECORDS MANAGEMENT (302) 854-5033
UTILITY ENGINEERING (302) 855-7717
UTILITY PERMITS (302) 855-7719
UTILITY PLANNING (302) 855-1299
FAX (302) 855-7799



Sussex County

DELAWARE
sussexcountyde.gov

MICHAEL A. IZZO, P.E.
COUNTY ENGINEER

JOSEPH WRIGHT, P.E.
ASSISTANT COUNTY ENGINEER

Memorandum

TO: Sussex County Council
The Honorable Michael H. Vincent, President
The Honorable Samuel R. Wilson, Jr., Vice President
The Honorable George B. Cole
The Honorable Joan R. Deaver
The Honorable Vance Phillips

FROM: Joseph Wright
Assistant County Engineer

RE: ***EXTEND RUNWAY 4-22-PACKAGE I-BALANCING CHANGE ORDER
& URBAN AMENDMENT NO. 14***

DATE: May 29, 2014

During the June 3, 2014 Council meeting, I will present, along with Bob Jones as project engineer, the balancing change order, time extension and substantial completion of Package 1 of the 500' extension of Runway 4-22.

The balancing change order, in the amount of \$48,518.01 represents an increase of approximately 1.58% of the original bid value of \$3,072,671.50 for a final cost of \$3,121,189.51. Full documentation of the individual pay items is included in the attached packet. Bob Jones will provide an overview of the change order and explain the significant effect of poor weather and poor soil conditions on the project costs and time required for completion.

In addition to the balancing change order for payment to our contractor, Mumford & Miller, and associated time extension, we will present Amendment No. 14 for construction administration and inspection costs in the amount of \$108,410. to Urban Engineers, Inc.

As Bob will explain, the poor weather experienced during the Fall of 2012 and Summer of 2013 led to an extension of time for our construction contractor, likewise requiring the services of our consultant for an extended period. The original agreement provided for services of 230 calendar days starting in August 2012, with two phases of 100 calendar days and 130 calendar days and a winter shutdown period from roughly November 2012 through February 2013. The anticipated completion was August 22, 2013, while the actual substantial completion was September 21, 2013.

The inspection costs included not only Urban Engineers Inc. but also their sub-consultants, Craig Testing and Duffield Associates who were required to provide independent material testing of soils, aggregates and asphalt both at the production plant and at the airport site. Some days that started off well ended with rain, resulting in inefficiencies that were unavoidable.



COUNTY ADMINISTRATIVE OFFICES
2 THE CIRCLE | PO BOX 589
GEORGETOWN, DELAWARE 19947

In addition to the extended period of construction activity due to poor weather, the anticipated close-out period was extended for punch-list work and extended negotiations to resolve issues with the contractor. Several potential claims involving poor soils and other payment disagreements were ultimately resolved, with County assistance, resulting in the final 1.58% contract cost increase, as opposed to the contractor's initial request that would have exceeded 4% or nearly \$ 80,000 more than the final cost. While the period required for resolution of outstanding issues added expense to our professional service agreement, savings in contractor payments as well as potential legal expenses more than offset the increase.

cc: Michael A. Izzo
Jim Hickin
Bob Jones

SUSSEX COUNTY AIRPORT GEORGETOWN, DELAWARE

Contract Title Extend Runway 4-22 Package 1	Change Order No. 1	Date May 19, 2014
----------------------------------------------------------	------------------------------	-----------------------------

Contractor Mumford and Miller Concrete, Inc.	Sussex County Project No. 12-06
--------------------------------------------------------	-------------------------------------------

IT IS HEREBY AGREED that the contract documents contained in a certain contract between **SUSSEX COUNTY, DELAWARE**, of the one part and **MUMFORD and MILLER, CONCRETE, INC.**, of the other part, covering work and labor to be done and materials to be supplied in connection with the above project be modified, changed and amended as described below. All other terms and conditions of the Contract Requirements, the Specifications and all other Contract documents, are to apply and remain in effect.

Summary

AIP Project No.: 3-10-0007-028-2012

Original Contract Amount: \$ 3,072,671.50	Original Contract Time: 230 Calendar Days
Value this Change Order: \$ 48,518.01	Contract Extension: 30 Calendar Days

Revised Contract Amount: \$3,121,189.51	Revised Contract Time: 260 Calendar Days
-----------------------------------------	------------------------------------------


Changes Declared	See Attached
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Justification Statements	See Attached
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References

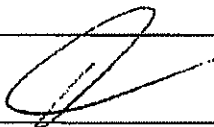
Changes Summary
 Justification Statements
 Urban Engineers, Inc., Summary Spreadsheet (Change Order No. 1).
 Field Directive Nos. 2, 3, 5, 6, 8, 9, 9a and 10.
 Mumford and Miller Concrete, Inc./Tudor Electric, Inc., Invoices.

APPROVALS



 Urban Engineers, Inc.
 Date: 05/23/14

 FAA
 Date: _____


 Peter F. Erony, P.E.
 President

 Contractor Mumford & Miller Concrete Inc.
 Date: 5/22/14 1005 Industrial Drive
 Middletown, DE 19709

 Sussex County Engineer
 Date: _____

**Sussex County Airport
Change Order No. 1 – Justification Statements**

Part A Quantity Adjustments

- 1. Final Quantity Adjustments (Item Nos. 1 and 2 (FD No. 2), 3, 4, 7-9, 10 and 11 (FD No. 10), 12 and 13 (FD No. 9a), 14-16, 18, 21-26, 28, 29, 30 (FD No. 8), 32, 35, 36, 38-40, 42, 45 (FD No. 9a), 47-54 and 56)**

The referenced items represent as-built adjustments from the estimated bid quantities, which were actually installed, measured and accepted for payment. These changes contribute to the net total cost adjustment under this Change Order. FD (Field Directive) attachments where applicably noted. Additional Contract time in the total amount of thirty (30) calendar days was negotiated and approved and against the Contract due to excessive precipitation events, which also contributed to additional quantities for Contract Item Nos. 4, 8, 10 and 11 (See Below).

- 2. Item Nos. 4 and 8, Unclassified Excavation and Crushed Aggregate Base Course, 8”T, respectively**

Additional Undercut Excavation and additional CABC was necessary to construct a suitable subgrade for the construction of the Runway extension portion of the project, as a result of soft site conditions attributable to excessive precipitation events. Addition undercut excavation was required to firm subgrade and added replacement CABC was used as a partial replacement for on-site backfill soil, which was too high in moisture content to achieve the specified compaction.

- 3. Item Nos. 10 and 11, Bituminous Binder Course, 5”T (BBC) and Stabilization Fabric, respectively**

Additional BBC and Stabilization Fabric was necessary to further aid in the construction of the Runway extension portion, as a result of soft site conditions attributable to excessive precipitation events. Bituminous binder course was used to further replace the final layer of CABC after it was placed, due to continued saturated conditions. Additional Stabilization Fabric was used between successive layers of soil backfill to assist in firming the construction of the Runway extension subgrade template as above.

Part B Added Items

1. Item No. 1.1, Wetland Clearing Credit (Mech. Means), -\$51,391.20

An agreed to credit was determined for permitting the contractor to perform removal of Wetland area clearing and grubbing by construction equipment in lieu of hand equipment, as permitted by the Sussex County Conservation District (See FD No. 3). The revised method was approved contingent upon minimizing disturbance to the locations and restoring the sites as specified. The unit credit amount is \$4,600 per acre, for a total of 11.172 acres.

2. Item No. 1.2, Millings Pile Credit, -\$1,200.00

An agreed to lump sum credit was determined as a result of the contractor placing miscellaneous construction debris onto an Airport stockpile of bituminous millings. Reuse of millings would require separation and disposal of the added debris.

3. Item No. 2.1, Stump Removal Credit, -\$2,800.00

An agreed to credit was determined for the deletion of originally specified removal of tree stumps, which were allowed to remain. The stumps were in close proximity to an active railroad track ROW for the Delaware Coastline Railroad, in order to safely remove and restore the area. The unit credit amount is \$5,600 per acre, for a total of 0.5 acres.

4. Item No. 2.2, Delete Downs Property Tree Topping, -\$1,050.00

An agreed to credit was determined for the deletion of the removal of the originally specified trees located at the referenced property. The property Owner requested to have only the trees topped and not fully removed, because of their close proximity to the existing house. The contractor and Sussex County could not mutually agree on a revised scope of work cost and therefore deleted the removal in its entirety. The unit credit amount is \$525.00 per each, for a total of 2 each.

5. Item No. 30.1, Electrical Duct, 2-Way, 4 inch PVC, Direct Buried, \$15,233.34

An agreed to unit cost was determined for the construction of direct buried conduit as above (See FD No. 8). The revised work replaces Contract bid Item No. 30 in its entirety, which specified conduit construction in concrete encasement. Due to the work in landscaped areas only, the need for concrete encasement was not necessary. The unit cost amount is \$16.54 per linear foot, for a total of 921.00 linear feet. The revised work is offset by a savings in deleting Contract Item No. 30 in the amount of \$35,500.00. Therefore, a net savings of \$20,266.66 is made against the Contract. No additional Contract time was approved for this revision.

6. CO1.1, Electrical Duct, 2-Way, 2 Inch PVC, Concrete Encased, \$3,994.83

An agreed to unit cost was determined for the above duct bank crossing through the Taxiway A Extension (See FD No. 5). The Contract did not have an applicable bid item for the originally specified work. The unit cost amount is \$52.22 per linear foot, for a total of 76.5 linear feet. The item of work is partially offset by an equivalent reduction in linear footage in Item No. 29 at a unit cost of \$37.80 per linear foot. Therefore a net addition of \$1,103.13 is made against the Contract. No additional Contract time was approved for this item.

7. CO 1.2, Electrical Duct, 2-Way, 2" PVC, Direct Buried, \$270.00

An agreed to unit cost was determined for the above duct bank crossing through the Taxiway A Extension landscaped shoulder areas. The Contract did not have an applicable bid item for the originally specified work. The unit cost amount is \$7.20 per linear foot, for a total of 37.5 linear feet. No additional Contract time is approved for this item.

8. CO 1.3, Taxiway Edge Light Base Can (12”D) Make Up Charge, \$485.17

An agreed to lump sum cost was determined for a total of three (3) new specified Taxiway light base cans, which could not be installed at the proper depth, due to unknown subsurface obstructions at these locations (See Attached Sheets). Therefore, custom ordered depth base cans for each light needed to be procured to allow compliant installation height of the respective light fixtures. No additional Contract time was approved for this item.

9. CO 1.4, Two (2) Additional Light Can Plates w/Hubs, \$208.85

An agreed to lump sum cost was determined for a total of two (2) additional lighting base plates with threaded hubs, which were required for temporary lighting services required during the displaced Runway 4 end threshold for the Runway extension (See Attached Sheets). No additional Contract time was approved for this item.

10. CO 1.5, Furnish and Install 1” PVC Ground Wire Sleeve, \$780.45

An agreed to cost was determined for the provision for a PVC sleeve for any concrete encased ground wire for future serviceability of the grounding system (See FD No. 6). The unit cost amount for the work is \$2.15 per linear foot for a total of 363 linear feet. No additional Contract time was approved for this item.

11. CO 1.6, Delete Conduit Bore Beneath T/W D, -\$1,181.00

An agreed to credit was determined for the deletion of components of work associated with the attached Field Directive Nos. 9 and 9a, specifically deleting the requirement for installing a service feed beneath Taxiway D for temporary power supply to a relocated Runway 4 end PAPI facility. The unit credit amount is \$23.62 per linear foot for a total of 50 linear feet.

12. CO 1.7, Bituminous Adjustment, \$30,579.25

A calculate adjustment value for the total tonnage of Bituminous Surface and Binder placed and accepted in accordance with the Contract (See Attached Sheets).

13. CO 1.8, Pave Prep Charge, \$4,061.35

An agreed to lump sum cost was determined for the installation of the above in areas requiring crack spanning membrane (See Attached Sheets). The Contract did not have an applicable bid item for the originally specified work. No additional Contract time was approved for this item.

14. CO 1.9, Contaminated Soil, \$405.55

An agreed to cost based on time and material work sheets was determined for the handling and temporary stockpiling of a small quantity of excavated material exhibiting discoloration and an odor (See Attached Sheets). The material was deemed non-hazardous and permissible to be replaced at the site. No additional Contract time is approved for this item.

15. CO 1.10, Extra Depth PAPI Control Foundation, \$1,861.02

An agreed to lump sum cost was determined for the revised construction necessary for one of the Runway 4 end PAPI foundation (See Attached Sheets). The revision deepened the concrete support foundation for the PAPI unit, to extend beneath specified area frost depth (30" below grade) in lieu of the originally specified depth. (12" below grade). No additional Contract time was approved for this item.

16. CO 1.11, Undercut GABC, \$8,506.02

An agreed to cost based on time and material work sheets was determined for the removal and stockpiling of GABC and replacement with bituminous binder course to supplement the provision for providing a firm subgrade to place bituminous binder course for the Runway extension (See Attached Sheets). The Contract time extension granted, included this work as part of excessive precipitation.

17. CO 1.12, Engineer's Trailer Credits, -\$5,000.00

An agreed to lump sum credit was determined for work the contractor did not have to perform as part of the above for set and maintenance of the site trailer, such as installation and payment for power service and furnishing potable water.

18. CO 1.13, Water Usage, -\$568.89

An unsatisfied bill for water service usage by the contractor for Phase 2 of the Contract based on actual recorded meter readings.

Item	Description	Unit	Bid Quantity	Unit Price	Bid Total Value	Quantity	Revised Unit Price	Total Amount	Over/Under
Part A: Quantity Adjustments									
1	Wetland Clearing	AC	10	\$14,000.00	\$140,000.00	11.1720	N/A	\$156,408.00	\$16,408.00
2	Non-Wetland Clearing	AC	38	\$9,300.00	\$353,400.00	35.6390	N/A	\$331,442.70	(\$21,957.30)
3	Clearing and Grubbing	AC	17	\$600.00	\$10,200.00	14.00	N/A	\$8,400.00	(\$1,800.00)
4	Unclassified Excavation	CY	29,600	\$5.00	\$148,000.00	33,397.38	N/A	\$166,986.90	\$18,986.90
6	Erosion and Sedimentation Control	LS	1	\$36,000.00	\$36,000.00	1.00	N/A	\$36,000.00	\$0.00
7	Silt Fence	LF	4,300	\$2.30	\$9,890.00	4,342.00	N/A	\$9,986.60	\$96.60
8	Crushed Aggregate Base Course, 8"	SY	14,950	\$13.00	\$194,350.00	16,799.49	N/A	\$218,393.37	\$24,043.37
9	Bituminous Surface Course 4"T	TON	3,700	\$98.00	\$362,600.00	3,446.98	N/A	\$337,804.04	(\$24,795.96)
10	Bituminous Binder Course, 5"T	TON	4,480	\$91.00	\$407,680.00	5,575.01	N/A	\$507,325.91	\$99,645.91
11	Stabilization Fabric	SY	3,000	\$3.00	\$9,000.00	8,068.74	N/A	\$24,206.22	\$15,206.22
12	Runway Painting	SF	27,710	\$0.50	\$13,855.00	56,458.00	N/A	\$28,229.00	\$14,374.00
13	Paint Removal	SF	22,650	\$1.05	\$23,782.50	46,580.00	N/A	\$48,909.00	\$25,126.50
14	Reinforced Concrete Pipe, Class V	LF	164	\$82.00	\$13,448.00	162.80	N/A	\$13,349.60	(\$98.40)
15	Borrow, Type C	CY	77	\$37.00	\$2,849.00	66.14	N/A	\$2,447.18	(\$401.82)
16	Stone Bedding	CY	50	\$50.00	\$2,500.00	2.38	N/A	\$119.00	(\$2,381.00)
17	Pond Outfall Structure	EA	1	\$8,200.00	\$8,200.00	1.00	N/A	\$8,200.00	\$0.00
18	Rip Rap	CY	170	\$74.00	\$12,580.00	161.40	N/A	\$11,943.60	(\$636.40)
19	24" RCP, Flared End Section	EA	2	\$1,300.00	\$2,600.00	2.00	N/A	\$2,600.00	\$0.00
20	Concrete Headwall	EA	1	\$4,100.00	\$4,100.00	1.00	N/A	\$4,100.00	\$0.00
21	Concrete Encasement	LS	1	\$1,500.00	\$1,500.00	0.00	N/A	\$0.00	(\$1,500.00)
22	Concrete, 4,000 psi	CY	10	\$150.00	\$1,500.00	0.00	N/A	\$0.00	(\$1,500.00)
23	Removal of Existing Buried Cables	LF	18,400	\$5.00	\$92,000.00	19,335.00	N/A	\$96,675.00	\$4,675.00
24	1/C, No. 6, No. 8, Type C, 5kV, Series Lighting Cable	LF	18,700	\$1.57	\$29,359.00	21,455.00	N/A	\$33,684.35	\$4,325.35
25	1/C, No. 6, 600V, Ground Cable	LF	16,000	\$1.63	\$26,080.00	22,473.00	N/A	\$36,630.99	\$10,550.99
26	No. 6, Bare Counterpoise Wire	LF	20,000	\$1.44	\$28,800.00	19,157.00	N/A	\$27,586.08	(\$1,213.92)
27	Temporary Lighting Circuits	LS	1	\$5,000.00	\$5,000.00	1.00	N/A	\$5,000.00	\$0.00
28	Electrical Duct, 2" PVC, Direct Buried	LF	17,000	\$3.90	\$66,300.00	16,515.00	N/A	\$64,408.50	(\$1,891.50)
29	Electrical Duct, 2" PVC, Concrete Encased	LF	1,550	\$37.80	\$58,590.00	1,505.10	N/A	\$56,892.78	(\$1,697.22)
30	Electrical Duct, 2-Way 4" PVC, Concrete Encased	LF	1,000	\$35.50	\$35,500.00	0.00	N/A	\$0.00	(\$35,500.00)
31	Aircraft Rated Handhole	EA	6	\$8,500.00	\$51,000.00	6.00	N/A	\$51,000.00	\$0.00
32	Concrete Encased L-867 Junction Box	EA	8	\$1,500.00	\$12,000.00	10.00	N/A	\$15,000.00	\$3,000.00
33	2 Unit L-867 Junction Box Plaza	EA	2	\$2,500.00	\$5,000.00	2.00	N/A	\$5,000.00	\$0.00
34	Relocation Existing Obstruction Light	LS	1	\$3,100.00	\$3,100.00	1.00	N/A	\$3,100.00	\$0.00
35	Relocation of Existing Airfield Guidance Sign	EA	5	\$14,600.00	\$73,000.00	2.00	N/A	\$29,200.00	(\$43,800.00)
36	Rem. of Existing Elevated Edge Fixtures, Stake-Mounte	EA	77	\$134.00	\$10,318.00	96.00	N/A	\$12,864.00	\$2,546.00
37	Removal of Existing In-Pavement Edge Fixture, Base	EA	4	\$330.00	\$1,320.00	4.00	N/A	\$1,320.00	\$0.00
38	Relocation of Existing Runway 4 End Fixtures, Stake	EA	8	\$480.00	\$3,840.00	18.00	N/A	\$8,640.00	\$4,800.00
39	LED Elevated Taxiway Edge Lights	EA	41	\$1,150.00	\$47,150.00	43.00	N/A	\$49,450.00	\$2,300.00
40	LED Elevated Runway Edge Lights	EA	71	\$1,470.00	\$104,370.00	75.00	N/A	\$110,250.00	\$5,880.00
41	LED L-850C In-PavementRunway MIRL Edge Lights	EA	7	\$2,400.00	\$16,800.00	7.00	N/A	\$16,800.00	\$0.00
42	L-868 Base Can with 3/4" Cover Plate	EA	38	\$1,900.00	\$72,200.00	28.00	N/A	\$53,200.00	(\$19,000.00)
43	Runway Edge Light Lens Color Modifications	LS	1	\$1,200.00	\$1,200.00	1.00	N/A	\$1,200.00	\$0.00
44	New L-880 PAPI System	LS	1	\$43,500.00	\$43,500.00	1.00	N/A	\$43,500.00	\$0.00
45	Relocation of Existing L-880 PAPI Units on New Found.	LS	1	\$27,000.00	\$27,000.00	0.282334	N/A	\$7,623.02	(\$19,376.98)
46	Relocation of Existing REIL Units on New Foundation	LS	1	\$12,000.00	\$12,000.00	1.00	N/A	\$12,000.00	\$0.00

Sussex County Airport
 Extend Runway 4-22 - Package 1 - Project No. 12-06
 Change Order No. 1
 Mumford and Miller Concrete, Inc.

May 19, 2014

Item	Description	Unit	Bid Quantity	Unit Price	Bid Total Value	Quantity	Revised Unit Price	Total Amount	Over/Under
47	Commissioning and Flight Inspections (PAPIs)	LS	1	\$1,100.00	\$1,100.00	0.00	N/A	\$0.00	(\$1,100.00)
48	Electrical Repairs	EA	10	\$1,000.00	\$10,000.00	4.00	N/A	\$4,000.00	(\$6,000.00)
49	Seeding	SY	280,000	\$0.27	\$75,600.00	267,991.24	N/A	\$72,357.63	(\$3,242.37)
50	Topsoiling, 4 Inches	SY	68,200	\$1.35	\$92,070.00	61,393.69	N/A	\$82,881.48	(\$9,188.52)
51	Mulching	SY	280,000	\$0.35	\$98,000.00	260,088.19	N/A	\$91,030.87	(\$6,969.13)
52	Chain Link Fencing	LF	130	\$19.00	\$2,470.00	134.00	N/A	\$2,546.00	\$76.00
53	Cold Milling of Pavements	SY	410	\$19.00	\$7,790.00	400.55	N/A	\$7,610.45	(\$179.55)
54	Pavement Removal	SY	1,270	\$19.00	\$24,130.00	1,210.00	N/A	\$22,990.00	(\$1,140.00)
55	Maintenance and Protection of Airfield Traffic	LS	1	\$82,500.00	\$82,500.00	1.00	N/A	\$82,500.00	\$0.00
56	Maintenance of Work Areas During Shutdown Periods	MO	3	\$3,850.00	\$11,550.00	2.85	N/A	\$10,202.50	(\$1,347.50)
57	Mobilization	LS	1	\$84,000.00	\$84,000.00	1.00	N/A	\$84,000.00	\$0.00
					\$3,072,671.50		Subtotal	\$3,117,994.77	\$45,323.27
	Part B: Added Items								
1.1	Wetland Clearing Credit (Mech. Means)	AC				11.1720	-\$4,600.00	-\$51,391.20	
1.2	Millings Pile Credit (T/W A - North)	LS				1.0000	-\$1,200.00	-\$1,200.00	
2.1	Stump Removal Credit	LS				0.50	-\$5,600.00	-\$2,800.00	
2.2	Delete Downs Property Tree Topping	LS				2.00	-\$525.00	-\$1,050.00	
30.1	Electrical Duct, 2-Way, 4-Inch PVC, Direct Buried	LF				921.00	\$16.54	\$15,233.34	
CO 1.1	Electrical Duct, 2-Way, 2" PVC, Concrete Encased	LF				76.50	\$52.22	\$3,994.83	
CO 1.2	Electrical Duct, 2-Way, 2", PVC, Direct Buried	LF				37.50	\$7.20	\$270.00	
CO 1.3	Taxiway Edge Light Base Can (12"D) Make Up Charge	LS				1.00	\$485.17	\$485.17	
CO 1.4	Two (2) Additional Base Plates w/ Hubs	LS				1.00	\$208.85	\$208.85	
CO 1.5	Furnish and Install 1" PVC Ground Wire Sleeve	LF				363.00	\$2.15	\$780.45	
CO 1.6	Delete Conduit Bore Beneath T/W D	LF				50.00	-\$23.62	-\$1,181.00	
CO 1.7	Bituminous Adjustment	LS				1.0000	\$30,579.25	\$30,579.25	
CO 1.8	Pave Prep Charge	LS				1.0000	\$4,061.35	\$4,061.35	
CO 1.9	Contaminated Soil	LS				1.0000	\$405.55	\$405.55	
CO 1.1	Extra Depth PAPI Control Foundation	LS				1.0000	\$1,861.02	\$1,861.02	
CO 1.1	Undercut GABC	LS				1.0000	\$8,506.02	\$8,506.02	
CO 1.1	Engineer's Trailer Credits	LS				1.0000	-\$5,000.00	-\$5,000.00	
CO 1.1	Water Usage - Phase 2	LS				1.0000	-\$568.89	-\$568.89	
							Subtotal	\$3,194.74	
							TOTAL	\$3,121,189.51	

SUSSEX COUNTY AIRPORT GEORGETOWN, DELAWARE

Contract Title	Change Order No.	Date
Extend Runway 4-22 Package 1	1	May 19, 2014

Contractor	Sussex County Project No.
Mumford and Miller Concrete, Inc.	12-06

IT IS HEREBY AGREED that the contract documents contained in a certain contract between **SUSSEX COUNTY, DELAWARE**, of the one part and **MUMFORD and MILLER, CONCRETE, INC.**, of the other part, covering work and labor to be done and materials to be supplied in connection with the above project be modified, changed and amended as described below. All other terms and conditions of the Contract Requirements, the Specifications and all other Contract documents, are to apply and remain in effect.

Summary

AIP Project No.: 3-10-0007-028-2012

Original Contract Amount: \$ 3,072,671.50	Original Contract Time: 230 Calendar Days
Value this Change Order: \$ <u>48,518.01</u>	Contract Extension: <u>30 Calendar Days</u>

Revised Contract Amount: \$3,121,189.51	Revised Contract Time: 260 Calendar Days
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Changes Declared	See Attached
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Justification Statements	See Attached
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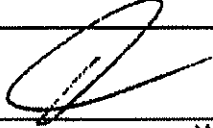
References

Changes Summary
Justification Statements
Urban Engineers, Inc., Summary Spreadsheet (Change Order No. 1).
Field Directive Nos. 2, 3, 5, 6, 8, 9, 9a and 10.
Mumford and Miller Concrete, Inc./Tudor Electric, Inc., Invoices.

APPROVALS



Urban Engineers, Inc.
Date: 05/23/14



Peter F. Erony, P.E.
President
Contractor Mumford & Miller Concrete Inc.
Date: 5/23/14 1005 Industrial Drive
Middletown, DE 19709

FAA
Date: _____

Sussex County Engineer
Date: _____

Item	Description	Unit	Bid Quantity	Unit Price	Bid Total Value	Quantity	Revised Unit Price	Total Amount	F.D.	Over/Under
Part A: Quantity Adjustments										
1	Wetland Clearing	AC	10	\$14,000.00	\$140,000.00	11.1720	N/A	\$156,408.00	2	\$16,408.00
2	Non-Wetland Clearing	AC	38	\$9,300.00	\$353,400.00	35.6390	N/A	\$331,442.70		(\$21,957.30)
3	Clearing and Grubbing	AC	17	\$600.00	\$10,200.00	14.00	N/A	\$8,400.00		(\$1,800.00)
4	Unclassified Excavation	CY	29,600	\$5.00	\$148,000.00	33,397.38	N/A	\$166,986.90		\$18,986.90
6	Erosion and Sedimentation Control	LS	1	\$36,000.00	\$36,000.00	1.00	N/A	\$36,000.00		\$0.00
7	Silt Fence	LF	4,300	\$2.30	\$9,890.00	4,342.00	N/A	\$9,986.60		\$96.60
8	Crushed Aggregate Base Course, 8"	SY	14,950	\$13.00	\$194,350.00	16,799.49	N/A	\$218,393.37		\$24,043.37
9	Bituminous Surface Course 4"T	TON	3,700	\$98.00	\$362,600.00	3,446.98	N/A	\$337,804.04		(\$24,795.96)
10	Bituminous Binder Course, 5"T	TON	4,480	\$91.00	\$407,680.00	5,575.01	N/A	\$507,325.91	10	\$99,645.91
11	Stabilization Fabric	SY	3,000	\$3.00	\$9,000.00	8,068.74	N/A	\$24,206.22	10	\$15,206.22
12	Runway Painting	SF	27,710	\$0.50	\$13,855.00	56,458.00	N/A	\$28,229.00	9a	\$14,374.00
13	Paint Removal	SF	22,650	\$1.05	\$23,782.50	46,580.00	N/A	\$48,909.00	9a	\$25,126.50
14	Reinforced Concrete Pipe, Class V	LF	164	\$82.00	\$13,448.00	162.80	N/A	\$13,349.60		(\$98.40)
15	Borrow, Type C	CY	77	\$37.00	\$2,849.00	66.14	N/A	\$2,447.18		(\$401.82)
16	Stone Bedding	CY	50	\$50.00	\$2,500.00	2.38	N/A	\$119.00		(\$2,381.00)
17	Pond Outfall Structure	EA	1	\$8,200.00	\$8,200.00	1.00	N/A	\$8,200.00		\$0.00
18	Rip Rap	CY	170	\$74.00	\$12,580.00	161.40	N/A	\$11,943.60		(\$636.40)
19	24" RCP, Flared End Section	EA	2	\$1,300.00	\$2,600.00	2.00	N/A	\$2,600.00		\$0.00
20	Concrete Headwall	EA	1	\$4,100.00	\$4,100.00	1.00	N/A	\$4,100.00		\$0.00
21	Concrete Encasement	LS	1	\$1,500.00	\$1,500.00	0.00	N/A	\$0.00		(\$1,500.00)
22	Concrete, 4,000 psi	CY	10	\$150.00	\$1,500.00	0.00	N/A	\$0.00		(\$1,500.00)
23	Removal of Existing Buried Cables	LF	18,400	\$5.00	\$92,000.00	19,335.00	N/A	\$96,675.00		\$4,675.00
24	1/C, No. 6, No. 8, Type C, 5kV, Series Lighting Cable	LF	18,700	\$1.57	\$29,359.00	21,455.00	N/A	\$33,684.35		\$4,325.35
25	1/C, No. 6, 600V, Ground Cable	LF	16,000	\$1.63	\$26,080.00	22,473.00	N/A	\$36,630.99		\$10,550.99
26	No. 6, Bare Counterpoise Wire	LF	20,000	\$1.44	\$28,800.00	19,157.00	N/A	\$27,586.08		(\$1,213.92)
27	Temporary Lighting Circuits	LS	1	\$5,000.00	\$5,000.00	1.00	N/A	\$5,000.00		\$0.00
28	Electrical Duct, 2" PVC, Direct Buried	LF	17,000	\$3.90	\$66,300.00	16,515.00	N/A	\$64,408.50		(\$1,891.50)
29	Electrical Duct, 2" PVC, Concrete Encased	LF	1,550	\$37.80	\$58,590.00	1,505.10	N/A	\$56,892.78		(\$1,697.22)
30	Electrical Duct, 2-Way 4" PVC, Concrete Encased	LF	1,000	\$35.50	\$35,500.00	0.00	N/A	\$0.00	8	(\$35,500.00)
31	Aircraft Rated Handhole	EA	6	\$8,500.00	\$51,000.00	6.00	N/A	\$51,000.00		\$0.00
32	Concrete Encased L-867 Junction Box	EA	8	\$1,500.00	\$12,000.00	10.00	N/A	\$15,000.00		\$3,000.00
33	2 Unit L-867 Junction Box Plaza	EA	2	\$2,500.00	\$5,000.00	2.00	N/A	\$5,000.00		\$0.00
34	Relocation Existing Obstruction Light	LS	1	\$3,100.00	\$3,100.00	1.00	N/A	\$3,100.00		\$0.00
35	Relocation of Existing Airfield Guidance Sign	EA	5	\$14,600.00	\$73,000.00	2.00	N/A	\$29,200.00		(\$43,800.00)
36	Rem. of Existing Elevated Edge Fixtures, Stake-Mounted	EA	77	\$134.00	\$10,318.00	96.00	N/A	\$12,864.00	7	\$2,546.00
37	Removal of Existing In-Pavement Edge Fixture, Base	EA	4	\$330.00	\$1,320.00	4.00	N/A	\$1,320.00		\$0.00
38	Relocation of Existing Runway 4 End Fixtures, Stake	EA	8	\$480.00	\$3,840.00	18.00	N/A	\$8,640.00		\$4,800.00
39	LED Elevated Taxiway Edge Lights	EA	41	\$1,150.00	\$47,150.00	43.00	N/A	\$49,450.00	7	\$2,300.00
40	LED Elevated Runway Edge Lights	EA	71	\$1,470.00	\$104,370.00	75.00	N/A	\$110,250.00		\$5,880.00
41	LED L-850C In-Pavement Runway MIRL Edge Lights	EA	7	\$2,400.00	\$16,800.00	7.00	N/A	\$16,800.00		\$0.00
42	L-868 Base Can with 3/4" Cover Plate	EA	38	\$1,900.00	\$72,200.00	28.00	N/A	\$53,200.00		(\$19,000.00)
43	Runway Edge Light Lens Color Modifications	LS	1	\$1,200.00	\$1,200.00	1.00	N/A	\$1,200.00		\$0.00
44	New L-880 PAPI System	LS	1	\$43,500.00	\$43,500.00	1.00	N/A	\$43,500.00		\$0.00
45	Relocation of Existing L-880 PAPI Units on New Found.	LS	1	\$27,000.00	\$27,000.00	0.282334	N/A	\$7,623.02	9a	(\$19,376.98)
46	Relocation of Existing REIL Units on New Foundation	LS	1	\$12,000.00	\$12,000.00	1.00	N/A	\$12,000.00		\$0.00

**Sussex County Airport
Change Order No. 1 – Justification Statements**

Part A

- 1. Final Quantity Adjustments (Item Nos. 1 and 2 (FD No. 2), 3, 4, 7-9, 10 and 11 (FD No. 10), 12 and 13 (FD No. 9a), 14-16, 18, 21-26, 28, 29, 30 (FD No. 8), 32, 35, 36, 38-40, 42, 45 (FD No. 9a), 47-54 and 56)**

The referenced items represent as-built adjustments from the estimated bid quantities, which were actually installed, measured and accepted for payment. These changes contribute to the net total cost adjustment under this Change Order. FD (Field Directive) attachments where applicable noted. Additional Contract time in the total amount of thirty (30) calendar days was negotiated and approved and against the Contract due to excessive precipitation events, which also contributed to additional quantities for Contract Item Nos. 4, 8, 10 and 11 (See Below).

- 2. Item Nos. 4 and 8, Unclassified Excavation and Crushed Aggregate Base Course, 8”T, respectively**

Additional Undercut Excavation and additional CABC was necessary to construct a suitable subgrade for the construction of the Runway extension portion of the project, as a result of soft site conditions attributable to excessive precipitation events. Addition undercut excavation was required to firm subgrade and added replacement CABC was used as a partial replacement for on-site backfill soil, which was too high in moisture content to achieve the specified compaction.

- 3. Item Nos. 10 and 11, Bituminous Binder Course, 5”T (BBC) and Stabilization Fabric, respectively**

Additional BBC and Stabilization Fabric was necessary to further aid in the construction of the Runway extension portion, as a result of soft site conditions attributable to excessive precipitation events. Bituminous binder course was used to further replace the final layer of CABC after it was placed, due to continued saturated conditions. Additional Stabilization Fabric was used between successive layers of soil backfill to assist in firming the construction of the Runway extension subgrade template as above.

Part B

1. Item No. 1.1, Wetland Clearing Credit (Mech. Means), -\$51,391.20

An agreed to credit was determined for permitting the contractor to perform removal of Wetland area clearing and grubbing by construction equipment in lieu of hand equipment, as permitted by the Sussex County Conservation District (See FD No. 3). The revised method was approved contingent upon minimizing disturbance to the locations and restoring the sites as specified. The unit credit amount is \$4,600 per acre, for a total of 11.172 acres.

2. Item No. 1.2, Millings Pile Credit, -\$1,200.00

An agreed to lump sum credit was determined as a result of the contractor placing miscellaneous construction debris onto an Airport stockpile of bituminous millings. Reuse of millings would require separation and disposal of the added debris.

3. Item No. 2.1, Stump Removal Credit, -\$2,800.00

An agreed to credit was determined for the deletion of originally specified removal of tree stumps, which were allowed to remain. The stumps were in close proximity to an active railroad track ROW for the Delaware Coastline Railroad, in order to safely remove and restore the area. The unit credit amount is \$5,600 per acre, for a total of 0.5 acres.

4. Item No. 2.2, Delete Downs Property Tree Topping, -\$1,050.00

An agreed to credit was determined for the deletion of the removal of the originally specified trees located at the referenced property. The property Owner requested to have only the trees topped and not fully removed, because of their close proximity to the existing house. The contractor and Sussex County could not mutually agree on a revised scope of work cost and therefore deleted the removal in its entirety. The unit credit amount is \$525.00 per each, for a total of 2 each.

5. Item No. 30.1, Electrical Duct, 2-Way, 4 inch PVC, Direct Buried, \$15,233.34

An agreed to unit cost was determined for the construction of direct buried conduit as above (See FD No. 8). The revised work replaces Contract bid Item No. 30 in its entirety, which specified conduit construction in concrete encasement. Due to the work in landscaped areas only, the need for concrete encasement was not necessary. The unit cost amount is \$16.54 per linear foot, for a total of 921.00 linear feet. The revised work is offset by a savings in deleting Contract Item No. 30 in the amount of \$35,500.00. Therefore, a net savings of \$20,266.66 is made against the Contract. No additional Contract time was approved for this revision.

6. CO1.1, Electrical Duct, 2-Way, 2 Inch PVC, Concrete Encased, \$3,994.83

An agreed to unit cost was determined for the above duct bank crossing through the Taxiway A Extension (See FD No. 5). The Contract did not have an applicable bid item for the originally specified work. The unit cost amount is \$52.22 per linear foot, for a total of 76.5 linear feet. The item of work is partially offset by an equivalent reduction in linear footage in Item No. 29 at a unit cost of \$37.80 per linear foot. Therefore a net addition of \$1,103.13 is made against the Contract. No additional Contract time was approved for this item.

7. CO 1.2, Electrical Duct, 2-Way, 2" PVC, Direct Buried, \$270.00

An agreed to unit cost was determined for the above duct bank crossing through the Taxiway A Extension landscaped shoulder areas. The Contract did not have an applicable bid item for the originally specified work. The unit cost amount is \$7.20 per linear foot, for a total of 37.5 linear feet. No additional Contract time is approved for this item.

8. CO 1.3, Taxiway Edge Light Base Can (12”D) Make Up Charge, \$485.17

An agreed to lump sum cost was determined for a total of three (3) new specified Taxiway light base cans, which could not be installed at the proper depth, due to unknown subsurface obstructions at these locations (See Attached Sheets). Therefore, custom ordered depth base cans for each light needed to be procured to allow compliant installation height of the respective light fixtures. No additional Contract time was approved for this item.

9. CO 1.4, Two (2) Additional Light Can Plates w/Hubs, \$208.85

An agreed to lump sum cost was determined for a total of two (2) additional lighting base plates with threaded hubs, which were required for temporary lighting services required during the displaced Runway 4 end threshold for the Runway extension (See Attached Sheets). No additional Contract time was approved for this item.

10. CO 1.5, Furnish and Install 1” PVC Ground Wire Sleeve, \$780.45

An agreed to cost was determined for the provision for a PVC sleeve for any concrete encased ground wire for future serviceability of the grounding system (See FD No. 6). The unit cost amount for the work is \$2.15 per linear foot for a total of 363 linear feet. No additional Contract time was approved for this item.

11. CO 1.6, Delete Conduit Bore Beneath T/W D, -\$1,181.00

An agreed to credit was determined for the deletion of components of work associated with the attached Field Directive Nos. 9 and 9a, specifically deleting the requirement for installing a service feed beneath Taxiway D for temporary power supply to a relocated Runway 4 end PAPI facility. The unit credit amount is \$23.62 per linear foot for a total of 50 linear feet.

12. CO 1.7, Bituminous Adjustment, \$30,579.25

A calculate adjustment value for the total tonnage of Bituminous Surface and Binder placed and accepted in accordance with the Contract (See Attached Sheets).

13. CO 1.8, Pave Prep Charge, \$4,061.35

An agreed to lump sum cost was determined for the installation of the above in areas requiring crack spanning membrane (See Attached Sheets). The Contract did not have an applicable bid item for the originally specified work. No additional Contract time was approved for this item.

14. CO 1.9, Contaminated Soil, \$405.55

An agreed to cost based on time and material work sheets was determined for the handling and temporary stockpiling of a small quantity of excavated material exhibiting discoloration and an odor (See Attached Sheets). The material was deemed non-hazardous and permissible to be replaced at the site. No additional Contract time is approved for this item.

15. CO 1.10, Extra Depth PAPI Control Foundation, \$1,861.02

An agreed to lump sum cost was determined for the revised construction necessary for one of the Runway 4 end PAPI foundation (See Attached Sheets). The revision deepened the concrete support foundation for the PAPI unit, to extend beneath specified area frost depth (30" below grade) in lieu of the originally specified depth. (12" below grade). No additional Contract time was approved for this item.

16. CO 1.11, Undercut GABC, \$8,506.02

An agreed to cost based on time and material work sheets was determined for the removal and stockpiling of GABC and replacement with bituminous binder course to supplement the provision for providing a firm subgrade to place bituminous binder course for the Runway extension (See Attached Sheets). The Contract time extension granted, included this work as part of excessive precipitation.

17. CO 1.12, Engineer's Trailer Credits, -\$5,000.00

An agreed to lump sum credit was determined for work the contractor did not have to perform as part of the above for set and maintenance of the site trailer, such as installation and payment for power service and furnishing potable water.

18. CO 1.13, Water Usage, -\$568.89

An unsatisfied bill for water service usage by the contractor for Phase 2 of the Contract based on actual recorded meter readings.

Sussex County Airport
 Extend Runway 4-22 - Package 1 - Project No. 12-06
 Change Order No. 1
 Mumford and Miller Concrete, Inc.

May 19, 2014

Item	Description	Unit	Bid Quantity	Unit Price	Bid Total Value	Quantity	Revised Unit Price	Total Amount	F.D.
Part A									
1	Wetland Clearing	AC	10	\$14,000.00	\$140,000.00	11.1720	N/A	\$156,408.00	2
2	Non-Wetland Clearing	AC	38	\$9,300.00	\$353,400.00	35.6390	N/A	\$331,442.70	
3	Clearing and Grubbing	AC	17	\$600.00	\$10,200.00	14.00	N/A	\$8,400.00	
4	Unclassified Excavation	CY	29,600	\$5.00	\$148,000.00	33,397.38	N/A	\$166,986.90	
6	Erosion and Sedimentation Control	LS	1	\$36,000.00	\$36,000.00	1.00	N/A	\$36,000.00	
7	Silt Fence	LF	4,300	\$2.30	\$9,890.00	4,342.00	N/A	\$9,986.60	
8	Crushed Aggregate Base Course, 8"	SY	14,950	\$13.00	\$194,350.00	16,799.49	N/A	\$218,393.37	
9	Bituminous Surface Course 4"T	TON	3,700	\$98.00	\$362,600.00	3,446.98	N/A	\$337,804.04	
10	Bituminous Binder Course, 5"T	TON	4,480	\$91.00	\$407,680.00	5,575.01	N/A	\$507,325.91	10
11	Stabilization Fabric	SY	3,000	\$3.00	\$9,000.00	8,068.74	N/A	\$24,206.22	10
12	Runway Painting	SF	27,710	\$0.50	\$13,855.00	56,458.00	N/A	\$28,229.00	9a
13	Paint Removal	SF	22,650	\$1.05	\$23,782.50	46,580.00	N/A	\$48,909.00	9a
14	Reinforced Concrete Pipe, Class V	LF	164	\$82.00	\$13,448.00	162.80	N/A	\$13,349.60	
15	Borrow, Type C	CY	77	\$37.00	\$2,849.00	66.14	N/A	\$2,447.18	
16	Stone Bedding	CY	50	\$50.00	\$2,500.00	2.38	N/A	\$119.00	
17	Pond Outfall Structure	EA	1	\$8,200.00	\$8,200.00	1.00	N/A	\$8,200.00	
18	Rip Rap	CY	170	\$74.00	\$12,580.00	161.40	N/A	\$11,943.60	
19	24" RCP, Flared End Section	EA	2	\$1,300.00	\$2,600.00	2.00	N/A	\$2,600.00	
20	Concrete Headwall	EA	1	\$4,100.00	\$4,100.00	1.00	N/A	\$4,100.00	
21	Concrete Encasement	LS	1	\$1,500.00	\$1,500.00	0.00	N/A	\$0.00	
22	Concrete, 4,000 psi	CY	10	\$150.00	\$1,500.00	0.00	N/A	\$0.00	
23	Removal of Existing Buried Cables	LF	18,400	\$5.00	\$92,000.00	19,335.00	N/A	\$96,675.00	
24	1/C, No. 6, No. 8, Type C, 5kV, Series Lighting Cable	LF	18,700	\$1.57	\$29,359.00	21,455.00	N/A	\$33,684.35	
25	1/C, No. 6, 600V, Ground Cable	LF	16,000	\$1.63	\$26,080.00	22,473.00	N/A	\$36,630.99	
26	No. 6, Bare Counterpoise Wire	LF	20,000	\$1.44	\$28,800.00	19,157.00	N/A	\$27,586.08	
27	Temporary Lighting Circuits	LS	1	\$5,000.00	\$5,000.00	1.00	N/A	\$5,000.00	
28	Electrical Duct, 2" PVC, Direct Buried	LF	17,000	\$3.90	\$66,300.00	16,515.00	N/A	\$64,408.50	
29	Electrical Duct, 2" PVC, Concrete Encased	LF	1,550	\$37.80	\$58,590.00	1,505.10	N/A	\$56,892.78	
30	Electrical Duct, 2-Way 4" PVC, Concrete Encased	LF	1,000	\$35.50	\$35,500.00	0.00	N/A	\$0.00	8
31	Aircraft Rated Handhole	EA	6	\$8,500.00	\$51,000.00	6.00	N/A	\$51,000.00	
32	Concrete Encased L-867 Junction Box	EA	8	\$1,500.00	\$12,000.00	10.00	N/A	\$15,000.00	
33	2 Unit L-867 Junction Box Plaza	EA	2	\$2,500.00	\$5,000.00	2.00	N/A	\$5,000.00	
34	Relocation Existing Obstruction Light	LS	1	\$3,100.00	\$3,100.00	1.00	N/A	\$3,100.00	
35	Relocation of Existing Airfield Guidance Sign	EA	5	\$14,600.00	\$73,000.00	2.00	N/A	\$29,200.00	
36	Rem. of Existing Elevated Edge Fixtures, Stake-Mounte	EA	77	\$134.00	\$10,318.00	96.00	N/A	\$12,864.00	7
37	Removal of Existing In-Pavement Edge Fixture, Base	EA	4	\$330.00	\$1,320.00	4.00	N/A	\$1,320.00	
38	Relocation of Existing Runway 4 End Fixtures, Stake	EA	8	\$480.00	\$3,840.00	18.00	N/A	\$8,640.00	
39	LED Elevated Taxiway Edge Lights	EA	41	\$1,150.00	\$47,150.00	43.00	N/A	\$49,450.00	7
40	LED Elevated Runway Edge Lights	EA	71	\$1,470.00	\$104,370.00	75.00	N/A	\$110,250.00	
41	LED L-850C In-Pavement Runway MRL Edge Lights	EA	7	\$2,400.00	\$16,800.00	7.00	N/A	\$16,800.00	
42	L-868 Base Can with 3/4" Cover Plate	EA	38	\$1,900.00	\$72,200.00	28.00	N/A	\$53,200.00	
43	Runway Edge Light Lens Color Modifications	LS	1	\$1,200.00	\$1,200.00	1.00	N/A	\$1,200.00	
44	New L-880 PAPI System	LS	1	\$43,500.00	\$43,500.00	1.00	N/A	\$43,500.00	
45	Relocation of Existing L-880 PAPI Units on New Found.	LS	1	\$27,000.00	\$27,000.00	0.282334	N/A	\$7,623.02	9a
46	Relocation of Existing REIL Units on New Foundation	LS	1	\$12,000.00	\$12,000.00	1.00	N/A	\$12,000.00	

Sussex County Airport
 Extend Runway 4-22 - Package 1 - Project No. 12-06
 Change Order No. 1
 Mumford and Miller Concrete, Inc.

May 19, 2014

Item	Description	Unit	Bid Quantity	Unit Price	Bid Total Value	Quantity	Revised Unit Price	Total Amount	F.D.
47	Commissioning and Flight Inspections (PAPIs)	LS	1	\$1,100.00	\$1,100.00	0.00	N/A	\$0.00	9a
48	Electrical Repairs	EA	10	\$1,000.00	\$10,000.00	4.00	N/A	\$4,000.00	
49	Seeding	SY	280,000	\$0.27	\$75,600.00	267,991.24	N/A	\$72,357.63	
50	Topsoiling, 4 Inches	SY	68,200	\$1.35	\$92,070.00	61,393.69	N/A	\$82,881.48	
51	Mulching	SY	280,000	\$0.35	\$98,000.00	260,088.19	N/A	\$91,030.87	
52	Chain Link Fencing	LF	130	\$19.00	\$2,470.00	134.00	N/A	\$2,546.00	
53	Cold Milling of Pavements	SY	410	\$19.00	\$7,790.00	400.55	N/A	\$7,610.45	
54	Pavement Removal	SY	1,270	\$19.00	\$24,130.00	1,210.00	N/A	\$22,990.00	
55	Maintenance and Protection of Airfield Traffic	LS	1	\$82,500.00	\$82,500.00	1.00	N/A	\$82,500.00	
56	Maintenance of Work Areas During Shutdown Periods	MO	3	\$3,850.00	\$11,550.00	2.65	N/A	\$10,202.50	
57	Mobilization	LS	1	\$84,000.00	\$84,000.00	1.00	N/A	\$84,000.00	
					\$3,072,671.50		Subtotal	\$3,117,994.77	
	Part B								
1 1	Wetland Clearing Credit (Mech. Means)	AC				11.1720	-\$4,600.00	-\$51,391.20	3
1.2	Millings Pilke Credit (T/W A - North)	LS				1.0000	-\$1,200.00	-\$1,200.00	
2.1	Stump Removal Credit	LS				0.50	-\$5,600.00	-\$2,800.00	
2 2	Delete Downs Property Tree Topping	LS				2.00	-\$525.00	-\$1,050.00	
30.1	Electrical Duct, 2-Way, 4-Inch PVC, Direct Buried	LF				921.00	\$16.54	\$15,233.34	8
CO 1.1	Electrical Duct, 2-Way, 2" PVC, Concrete Encased	LF				76.50	\$52.22	\$3,994.83	5
CO 1.2	Electrical Duct, 2-Way, 2", PVC, Direct Buried	LF				37.50	\$7.20	\$270.00	
CO 1.3	Taxiway Edge Light Base Can (12"D) Make Up Charge	LS				1.00	\$485.17	\$485.17	
CO 1.4	Two (2) Additional Base Plates w/ Hubs	LS				1.00	\$208.85	\$208.85	
CO 1.5	Furnish and Install 1" PVC Ground Wire Sleeve	LF				363.00	\$2.15	\$780.45	6
CO 1.6	Delete Conduit Bore Beneath T/W D	LF				50.00	-\$23.62	-\$1,181.00	9a
CO 1.7	Bituminous Adjustment	LS				1.0000	\$30,579.25	\$30,579.25	
CO 1.8	Pave Prep Charge	LS				1.0000	\$4,061.35	\$4,061.35	
CO 1.9	Contaminated Soil	LS				1.0000	\$405.55	\$405.55	
CO 1.10	Extra Depth PAPI Control Foundation	LS				1.0000	\$1,861.02	\$1,861.02	
CO 1.11	Undercut GABC	LS				1.0000	\$8,506.02	\$8,506.02	
CO 1.12	Engineer's Trailer Credits	LS				1.0000	-\$5,000.00	-\$5,000.00	
CO 1.13	Water Usage - Phase 2	LS				1.0000	-\$568.89	-\$568.89	
							Subtotal	\$3,194.74	
							TOTAL	\$3,121,189.51	



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530 Walnut Street

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October 08, 2012

Mr. Todd Willits
Mumford and Miller Concrete, Inc.
1005 Industrial Drive
Middletown, DE 19709

Subject: Sussex County Airport – Project No. 12-06
Extend Runway 4-22 – Package 1
Field Directive No. 2, Revised Contract Quantities

Dear Mr. Willits,

Mumford and Miller Concrete, Inc. is hereby directed to provide all labor and equipment necessary to increase Contract Bid Item No. 1, Wetland Clearing, from 10 Acres to 11.2 Acres and subsequently reduce Contract Bid Item No. 2, Non-Wetland Clearing, from 38 Acres to 36.8 Acres. The revision is shown as part of the response to RFI No. 1, dated August 30, 2012, by Urban Engineers, Inc. (Attached)

The revised work is necessary due to the confirmed wetland revision addition for the King Farm property, in coordination with Sussex County, did not occur until after the Contract bid process.

Payment adjustments shall be made in accordance with the unit bid cost for Item No. 1, at \$14,000.00 per Acre, for a total cost in the amount of \$16,800.00 and in accordance with the unit bid cost for Item No. 2, at \$9,300.00 per Acre, for a total credit in the amount of \$11,160.00. Therefore the net adjustment to the Contract shall be a net addition in the amount of \$5,640.00.

All work shall be performed in accordance with Contract plans and specifications.

Robert D. Hewton
Urban Engineers, Inc.

Robert Jones, P.E.
Sussex County Airport Engineer

Enclosure

Cc: J. Hickin, SCA
M. Izzo, SCA
D. Russell, UEI
File: 6.2

MUMFORD & MILLER CONCRETE INC.

1005 Industrial Drive - Middletown, DE 19709 - (302) 378-7736

Jobsite:

**REQUEST FOR
INFORMATION**

TO: Urban Engineers	DATE 8/23/12	RFI NO. 001
ATTN: Steve Ehrlich, P.E.	CONTRACT NO. 12-06	
TO:	PROJECT Sussex County Airport	
ATTN:	AREA INVOLVED Clearing	
FROM Mumford & Miller	SUBCONTRACTOR: Strobert	
Todd Willits	DRAWING NO. & SPEC. SECTION	
ANSWER 3 days from issue date unless REQUIRED BY otherwise noted		


Please provide coordinate information to delineate the wetland boundary on the project.

SIGNATURE _____

COPIES TO:

ANSWER DATE 8/30/12 _____

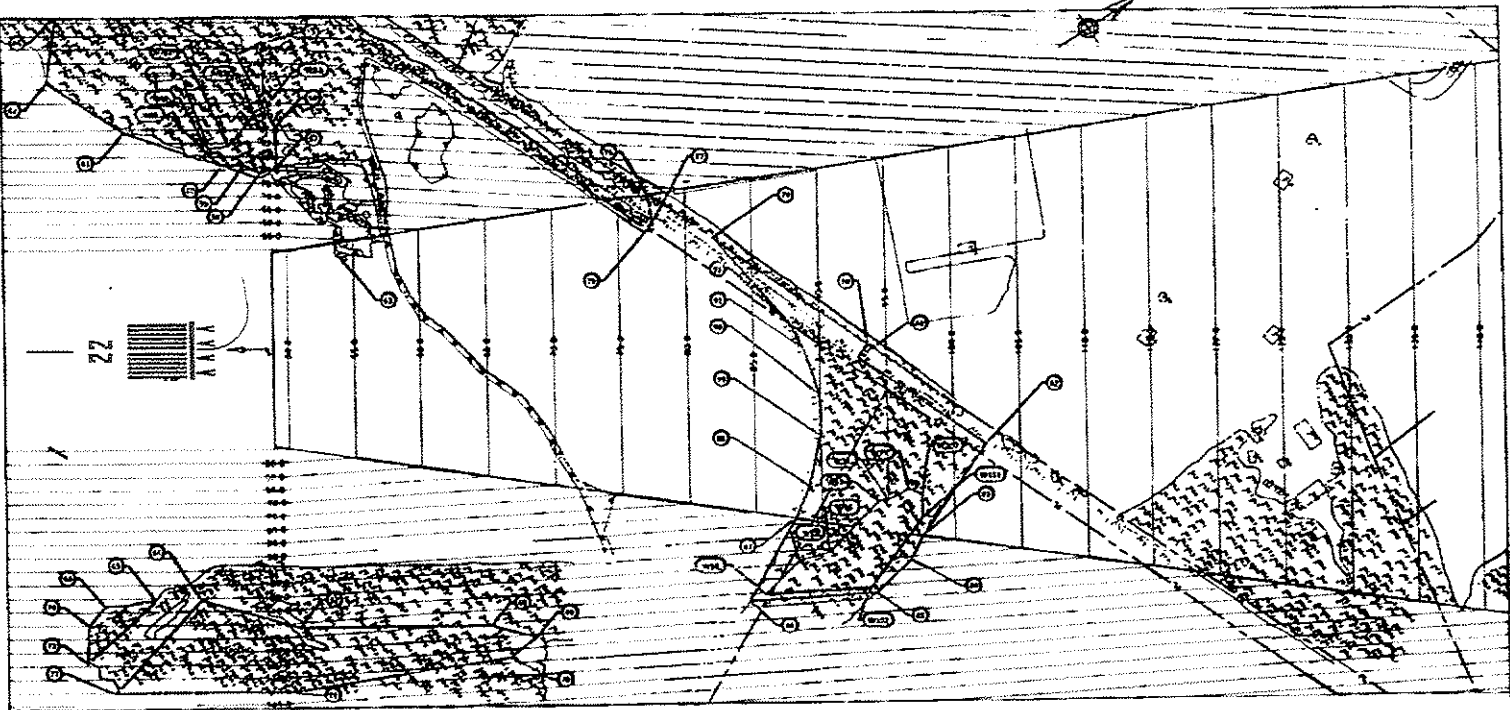
Coordinates provided on attached sketches CSK-1 and CSK-2. Note that some of the wetland boundary points do not have a 'W', because they share work area boundary points previously identified, i.e. points 20, 21, 25-30, & 56-60.

SIGNATURE 
Benjamin Morton

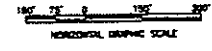
COPIES TO

RUNWAY 22 COORDINATE TABLE

POINT NO.	EASTING	NORTHING
22	255811	675652
23	255817	675652
24	255823	675652
25	255829	675652
26	255835	675652
27	255841	675652
28	255847	675652
29	255853	675652
30	255859	675652
31	255865	675652
32	255871	675652
33	255877	675652
34	255883	675652
35	255889	675652
36	255895	675652
37	255901	675652
38	255907	675652
39	255913	675652
40	255919	675652
41	255925	675652
42	255931	675652
43	255937	675652
44	255943	675652
45	255949	675652
46	255955	675652
47	255961	675652
48	255967	675652
49	255973	675652
50	255979	675652
51	255985	675652
52	255991	675652
53	255997	675652
54	256003	675652
55	256009	675652
56	256015	675652
57	256021	675652
58	256027	675652
59	256033	675652
60	256039	675652
61	256045	675652
62	256051	675652
63	256057	675652
64	256063	675652
65	256069	675652
66	256075	675652
67	256081	675652
68	256087	675652
69	256093	675652
70	256099	675652
71	256105	675652
72	256111	675652
73	256117	675652
74	256123	675652
75	256129	675652
76	256135	675652
77	256141	675652
78	256147	675652
79	256153	675652
80	256159	675652
81	256165	675652
82	256171	675652
83	256177	675652
84	256183	675652
85	256189	675652
86	256195	675652
87	256201	675652
88	256207	675652
89	256213	675652
90	256219	675652
91	256225	675652
92	256231	675652
93	256237	675652
94	256243	675652
95	256249	675652
96	256255	675652
97	256261	675652
98	256267	675652
99	256273	675652
100	256279	675652



POINT NO.	EASTING	NORTHING
W48	253044	673112
W49	253050	673114
W50	253056	673116
W51	253062	673118
W52	253068	673120
W53	253074	673122
W54	253080	673124
W55	253086	673126
W56	253092	673128
W57	253098	673130
W58	253104	673132
W59	253110	673134
W60	253116	673136
W61	253122	673138
W62	253128	673140
W63	253134	673142
W64	253140	673144
W65	253146	673146
W66	253152	673148
W67	253158	673150
W68	253164	673152
W69	253170	673154
W70	253176	673156
W71	253182	673158
W72	253188	673160
W73	253194	673162



- LEGEND:**
- PL ----- AIRPORT PROPERTY LINE
 - [Hatched Box] TREE CLEARING & GRUBBING AREA
 - [Hatched Box] TREE CLEARING AREA IN WETLAND
 - [Hatched Box] EXISTING WETLAND AREA

- NOTES:**
- TREE REMOVAL IN WETLAND AREAS TO BE PAID UNDER: WETLAND CLEARING (TREE HARVESTING) ITEM.
 - ALL OTHER TREES TO BE CLEARED AND GRUBBED UNDER: NON-WETLAND CLEARING AND GRUBBING (TREE REMOVAL) ITEM.
 - CONTRACTOR TO COORDINATE WITH ENGINEER TO FIELD IDENTIFY LIMITS OF WETLAND CLEARING.



TSD:

EXTEND RUNWAY 4-22 - PACKAGE 1
SUSSEX COUNTY AIRPORT
ADDITIONAL COORDINATES FOR WETLANDS

Date:	8/30/2012	
Sheet No.:	C1.0002	Scale: AS SHOWN
Sheet No.:	CSK-02	



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October 11, 2012

Mr. Todd Willits
Mumford and Miller Concrete, Inc.
1005 Industrial Drive
Middletown, DE 19709

Subject: Sussex County Airport – Project No. 12-06
Extend Runway 4-22 – Package 1
Field Directive No. 3, Wetland Clearing Revision Credit

Dear Mr. Willits,

Mumford and Miller Concrete, Inc. is hereby directed to provide a credit to the referenced Contract, based on the approval to perform Wetland Clearing by mechanical methods.

The revised method for clearing provides a more efficient and cost-effective means for performing the removal of trees in the wetland locations by the use of equipment entering the areas, contrary to the originally specified means in Contract Specification No. P-152-1.1.

The revised clearing method has been approved by the Delaware Forest Service.

Mumford and Miller is requested to provide a credit proposal for performing a revised method for the Wetland clearing. Mumford and Miller's proposal shall include a detailed breakdown of all labor, materials, equipment and markups necessary to perform the revised work.

All other work associated with the Wetland Clearing bid item, shall be performed in accordance with Contract plans and specifications.

Handwritten signature of Robert D. Hewton in black ink.

Robert D. Hewton
Urban Engineers, Inc.

Handwritten signature of Robert Jones, P.E. in black ink.

Robert Jones, P.E.
Sussex County Airport Engineer

Cc: J. Hickin, SCA
M. Izzo, SCA
D. Russell, UEI
File: 6.3

November 15, 2012

Mr. Todd Willits
Mumford and Miller Concrete, Inc.
1005 Industrial Drive
Middletown, DE 19709

Subject: Sussex County Airport – Project No. 12-06
Extend Runway 4-22 – Package 1
Field Directive No. 5, 2-Way, 2 Inch PVC Concrete-Encased Duct Bank

Dear Mr. Willits,

Mumford and Miller Concrete, Inc., is hereby directed to provide a unit price cost proposal for the specified construction of approximately eighty (80) linear feet of 2-Way, 2 Inch, PVC Concrete-Encased Duct Bank through the extended portion of Taxiway A, as shown on Contract Drawing No. 61 of 90.

The cost proposal is necessary due to the lack of a Contract bid item for the specific work as described.

The approved unit cost for the above work shall be partially offset by a corresponding credit for the equivalent linear footage of Contract Item No. 29, Electrical Duct, 2 Inch PVC, Concrete-Encased Duct Bank, at the bid cost of \$37.80 per linear foot.

All work shall be performed in accordance with Contract plans and specifications.

Robert D. Hewton
Urban Engineers, Inc.

William R. Jones, P.E.
Sussex County Airport Engineer

Enclosure

Cc: J. Hickin, SCA
M. Izzo, SCA
D. Russell, UEI
N. Ryan
File: 6.5

December 04, 2012

Mr. Todd Willits
Mumford and Miller Concrete, Inc.
1005 Industrial Drive
Middletown, DE 19709

Subject: Sussex County Airport – Project No. 12-06
Extend Runway 4-22 – Package 1
Field Directive No. 6, 1 inch PVC Conduit for Ground Wire

Dear Mr. Willits,

Mumford and Miller Concrete, Inc., is hereby directed to install approximately twenty-seven hundred (2,700) linear feet of 1 inch PVC conduit sleeve, for the installation of Item No. 26, No. 6, Bare Counterpoise Wire. The 1 Inch PVC shall encase the wire for the full length of wire through specified concrete-encased PVC duct bank as shown in the Contract.

The addition of the PVC conduit is necessary due to direction from Sussex County Engineering Department for providing easier serviceability for the ground wire cable, which is contrary to the requirements shown in Detail Nos. 1 and 4, on Sht. No. 74 of 90 of the Contract.

Provide a unit price cost proposal per linear foot for the 1 inch PVC conduit described. The agreed to unit cost shall be paid for based on the total amount of conduit installed and accepted.

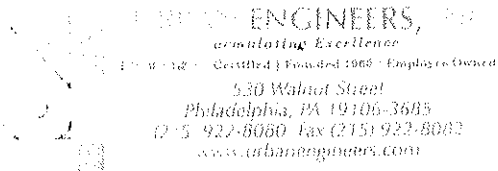
All work shall be performed in accordance with Contract plans and specifications.

Robert D. Hewton
Urban Engineers, Inc.

William R. Jones, P.E.
Sussex County Airport Engineer

Cc: J. Hickin, SCA
M. Izzo, SCA
D. Russell, UEI
N. Ryan
File: 6.6

12-06-6.7



February 15, 2013

Mr. Todd Willits
 Mumford and Miller Concrete, Inc.
 1005 Industrial Drive
 Middletown, DE 19709

Subject: Sussex County Airport – Project No. 12-06
 Extend Runway 4-22 – Package 1
 Field Directive No. 7, MALS Station Modifications

Dear Mr. Willits,

Mumford and Miller Concrete, Inc., is hereby directed to perform revisions to the MALS Stations, requiring Station location adjustments and the deletion of MALS light base cans as follows:

Station Adjustments – Perform the construction as specified at revised MALS Station locations as listed. Included shall be applicable adjustments to offset precast hand holes locations to match the revised MALS Stations.

Station	Original	Revised
'1'	16+60	16+70
'2'	14+60	14+70
'3'	12+60	12+70
'4'	10+60	10+70

Base Can Deletions – Base cans for MALS Station Nos '3' and '4' (10 count) shall be eliminated. Also eliminated will be the originally specified 1-Way, 2 Inch conduit, cable and ground installed from the offset precast hand holes, for MALS Station Nos. '3' and '4' base cans.

The revisions to the MALS Stations are necessary in order to coordinate with the Runway defined threshold at Station No 18+70 as required.

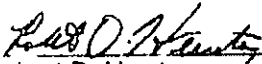
The revisions requiring the Base Can Deletions are necessary in order to facilitate the installation of MG-20 MALS Towers, under planned future work to the Runway.

Since the furnishing of and payment made all or in part for Contract required single-section base cans as stored material has taken place, it is proposed that the deleted base cans may be used as the cans for the specified Runway edge lights

Field Directive No. 7
February 15, 2013
Page 2

Payment for the adjusted MALS Stations and for the deleted MALS base cans and appurtenances mentioned and for any other applicable work not described as a result of the issuance of this directive, shall be adjusted in accordance with the associated Contract bid items for the work.

All other work shall be performed in accordance with Contract plans and specifications.


Robert D. Hewton
Urban Engineers, Inc.


William R. Jones, P.E.
Sussex County Airport Engineer

Cc: J. Hickin, SCA
M. Izzo, SCA
D. Russell, UEI
N. Ryan, Arora
File: 6.7



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530 Walnut Street

Philadelphia, PA 19106-3685

(215) 922-8080 Fax (215) 922-8082

www.urbanengineers.com

March 25, 2013

Mr. Todd Willits
Mumford and Miller Concrete, Inc.
1005 Industrial Drive
Middletown, DE 19709

Subject: Sussex County Airport – Project No. 12-06
Extend Runway 4-22 – Package 1
Field Directive No. 8, Delete Contract Item No. 30, Electrical Duct, 2-Way,
4 Inch PVC, Concrete Encased and Duct Realignment

Dear Mr. Willits,

Mumford and Miller Concrete, Inc., is hereby directed to delete Contract Item No. 30 in its entirety, and replace it with Electrical Duct, 2-Way, 4 Inch, PVC, Direct Buried. In addition, the originally specified location of the referenced duct between approximate Station Nos. 8+90 and 14+70 (Revised), shall be realigned, along with three (3) precast Handholes located at approximate Station Nos. 8+90, 10+70 (Revised) and 12+70 (Revised), all as shown in the attached Sketch Nos. SKE.0002 and SKE.0005, dated March 05, 2013 by Arora Engineers, Inc.

The deletion of the 2-Way, 4 inch, Concrete Encased duct, is necessary due to all of this duct is shown to be in landscape areas, of which direct-buried duct can be used for easier serviceability and future, easier relocation if necessary.

The realignment of the duct and handholes are necessary due to the allowance for the planned extension of the Runway 4-22 through this area. The revisions are incorporated at this time, as a cost savings measure for the duct construction and for eliminating mandatory relocations for both the duct and handholes in the future for the Runway extension.


The deletion of Contract Item No. 30, shall result in a Contract credit in the amount of \$35,500.00, which will be partially offset by the cost for the revised duct construction described.

Mumford and Miller is requested to provide a cost proposal per linear foot, for an estimated bid quantity of 1,000 LF, for Electrical Duct, 2-Way, 4-Inch PVC, Direct Buried. The proposal shall include all labor, material, equipment and mark ups necessary to perform the work. All work under this item shall be paid for based on the agreed to quantity installed, measured and accepted in place, for the installation in accordance with electrical duct, direct buried requirements. Handhole installation will remain unchanged as specified.

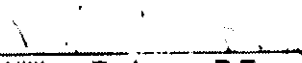
Field Directive No. 8
March 25, 2013
Page 2

No work shall be performed for the construction of the Electrical Duct, 2-Way, 4 Inch PVC, Direct Buried, until a unit price has been agreed to for the work.

All other work shall be performed in accordance with Contract plans and specifications.



Robert D. Hewton
Urban Engineers, Inc.

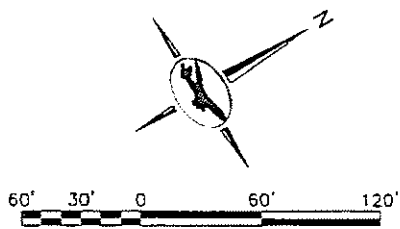


William R. Jones, P.E.
Sussex County Airport Engineer

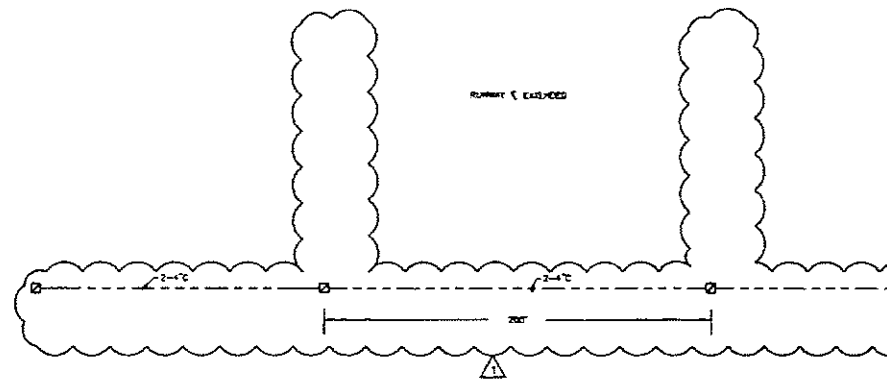
Cc: J. Hickin, SCA
M. Izzo, SCA
D. Russell, UE
N. Ryan, Arora
File: 6.8

EXISTING VERBON/COMCAST
COMMUNICATION CABLES

ROWNEY C. EXISTING



GRAPHIC SCALE



Urban Engineers Inc.
530 Walnut Street
34th Floor
Philadelphia, PA 19106
(215) 922-8000



THIS:

RUNWAY 4-22 EXTENSION SUSSEX COUNTY AIRPORT

HANDHOLE LAYOUT MODIFICATIONS

Date: 3/5/2013

Scale: NOT TO SCALE

Sketch No: **SKE.0002**



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April 30, 2013

Mr. Todd Willits
Mumford and Miller Concrete, Inc.
1005 Industrial Drive
Middletown, DE 19709

Subject: Sussex County Airport – Project No. 12-06
Extend Runway 4-22 – Package 1
Field Directive No. 9, Revisions to Runway 4-22 Threshold Locations and to
Electrical Facilities

Dear Mr. Willits,

Mumford and Miller Concrete, Inc., is hereby directed to perform revisions to the referenced Contract pertaining to the Phase 2 portion of the Contract, in accordance with revised Contract Sheet. Nos. 21, 22, 43, 50, 52, 53, 54, 55, 61, 63, 64, 65, 66, 67, 68, 81 and 82, by Urban Engineers, Inc.

The revised work includes, but is not limited to, adjusting the final position of the Runway 4 end threshold, deleting the requirement to relocate the Runway 22 end threshold, deleting the requirement to temporarily relocate the Runway 4 end PAPI system during construction, deleting the requirement for removal and relocation of the Runway Distance Remaining signs (RDRs) and providing temporary service and grounding to the existing RDRs as shown.

The revised work is necessary to comply with approved FAA standards for the Runway 4 end and Taxiway A extensions for this Contract, for the planned future Runway and Taxiway rehabilitation and extensions.

Payment adjustments shall be made in accordance with the applicable unit and lump sum bid items associated with the Contract, based on the revised work described as agreed and accepted. An itemized list of Contract affected bid items shall be furnished under separate cover.

All other work shall be performed in accordance with Contract plans and specifications.



Robert D. Hewton
Urban Engineers, Inc.



William R. Jones, P.E.
Sussex County Airport Engineer

Enclosures

Cc: J. Hickin, SCA - M. Izzo, SCA - D. Russell, UEI - N. Ryan, Arora - File: 6.9

June 20, 2013

Mr. Todd Willits
Mumford and Miller Concrete, Inc.
1005 Industrial Drive
Middletown, DE 19709

Subject: Sussex County Airport – Project No. 12-06
Extend Runway 4-22 – Package 1
Field Directive No. 9a, Revisions to Runway 4-22 Threshold Locations and to
Electrical Facilities, Itemized Quantities

Dear Mr. Willits,

This directive has been developed supplementary to previously issued Field Directive No. 9 (Plan A), dated April 24, 2013, in order to provide a more detailed description of the affected Contract bid items and the respective known and approximated quantity adjustments for each as follows:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity Add/(Deduct)</u>	<u>Unit Cost</u>	<u>Cost/(Credit)</u>
12	Runway Painting	SF	(21,180)	\$0.50	(\$ 10,590.00)
12	Runway Painting	SF	49,400	\$0.50	\$ 24,700.00*
13	Painting Removal	SF	(18,875)	\$1.05	(\$ 19,818.75)
13	Painting Removal	SF	42,375	\$1.05	\$ 44,493.75*
24	1/C, No. 8, 5kV Cable	LF	(1,630)	\$1.57	(\$ 2,559.10)
25	1/C, No. 6, 600V, Gr.	LF	(1,065)	\$1.63	(\$ 1,735.95)
26	No. 6, Bare Cpoise	LF	(565)	\$1.44	(\$ 813.60)
28	Elec. Duct, 2" PVC, DB	LF	(770)	\$3.90	(\$ 3,003.00)
32	Conc. Enc. L-867 JB	EA	(1)	\$1,500.00	(\$ 1,500.00)
35	Reloc. Airfield Sign	EA	(3)	\$14,600.00	(\$ 43,800.00)
38	Reloc. Exist. R/W Fixt.	EA	6	\$480.00	\$ 2,880.00
40	Elev. R/W Edge Lights	EA	2	\$1,470.00	\$ 2,940.00
45	Reloc. Existing PAPI	LS	(1)	\$27,500.00	(\$ 27,500.00)**
47	Comm. and Flight Insp.	LS	(1)	\$1,100.00	(\$ 1,100.00)

Estimated Net Total (\$ 37,406.65)

Field Directive No. 9a
June 20, 2013
Page 2

*Denotes an additional quantity for the respective items in the Contract, separate from those applicable directly to Field Directive No. 9. These items are the result of a design miscalculation against the estimated bid total for each within the Contract.

**The majority of the work associated with this item has been deleted as part of Plan A. Mumford and Miller is requested to provide a cost proposal for construction of the Runway 22 end PAPI units base foundation only. The proposal shall include a detailed breakdown of labor, materials, equipment and markups necessary to perform the work and will reduce the listed credit value above.

Mumford and Miller is also directed to provide a fair and accurate project schedule revision, reflecting the applicable Contract activities affected by the work scope adjustments.

Payment adjustments shall be made in accordance with the actual quantities of added or deleted work as measured and accepted where applicable in the Contract, based on the required revisions in Field Directive No. 9 as described. Note that the above list is only an estimate of the scope of work items affected by the revisions and may also include other Contract bid items not mentioned.

All other work shall be performed in accordance with Contract plans and specifications.

Robert D. Hewton
Urban Engineers, Inc.

William R. Jones, P.E.
Sussex County Airport Engineer

Cc: D. Russell, UEI
J. Hickin, SC
M. Izzo, SC
N. Ryan, Arora
J. Wright, SC
File: 6.9a

August 26, 2013

Mr. Todd Willits
Mumford and Miller Concrete, Inc.
1005 Industrial Drive
Middletown, DE 19709

Subject: Sussex County Airport – Project No. 12-06
Extend Runway 4-22 – Package 1
Field Directive No. 10, Additional Runway Extension Subgrade and Aggregate
Stabilization Work

Dear Mr. Willits,

Mumford and Miller Concrete, Inc., is hereby directed to perform supplementary stabilization procedures to the Runway extension soil subgrade and aggregate subbase, in accordance with the following as specifically directed by the Engineer:

1. Upon completion of undercutting designated portions of the area, furnish and install additional layer(s) of stabilization fabric at the base of the undercut and within the replacement soil fill lifts.
2. In portions of the two lanes bordering the Runway centerline, replace the top six (6) inches of proposed soil backfill with an extra six (6) inches of graded and compacted aggregate subbase.
2. As a result of final proofrolling of the aggregate base course, remove three (3) or four (4) inches of aggregate and replace with the same depth of bituminous binder. The binder material shall be compacted by static roll method or other as directed.

The above work was previously authorized and performed based on field direction and respective email documentation dated May 09, May 30, June 18 and July 11, 2013 (Attached) by Urban Engineers, Inc., to Mumford and Miller as approved by Sussex County.

The revised work is necessary due to the above average precipitation for the period from the start of Phase 2 (April 15, 2013), until the start of bituminous binder placement for the Runway extension (July 26, 2013). The substantial precipitation created saturated, compressible base soils that could not drain effectively for the originally specified construction of a stable subgrade for the Runway extension.

Field Directive No. 10
August 26, 2013
Page 2

Payment for the work shall be made in accordance with the Contract unit bid prices for Item No. 8, Crushed Aggregate Base Course, 8" Inches, at \$13.00 per SY; Item No. 10, Bituminous Binder Course, 5 Inches, at \$91.00 per Ton; and Item No. 11, Stabilization Fabric, at \$3.00 per SY.

Payment for the removal of the aggregate base course and recompaction of the aggregate base for placement of additional bituminous binder, shall be paid for on Force Account basis. Time sheets shall be signed on a daily basis by the contractor's and by the Owner's on-site representatives.

All work shall be performed in accordance with Contract plans and specifications.

Robert D. Hewton
Urban Engineers, Inc.

William R. Jones, P.E.
Sussex County Airport Engineer

Enclosures

Cc: J. Hickin, SC
M. Izzo, SC
D. Russell, UEI
J. Wright, SC
File: 6.10

Mumford & Miller Concrete, Inc.
Daily Force Account Record

Contract: Sussex County Airport
Description: Tudor Electric Supplied 12" cans as directed by County

Labor:

<u>Name & Class</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Foreman	.0	\$36.25	\$0.00
Truck Driver	.0	\$26.19	\$0.00
Finishers	.0	\$31.04	\$0.00
Operator	.0	\$26.43	\$0.00
Carpenter	.0	\$40.86	\$0.00
Laborer	.0	\$29.03	\$0.00
			<u>\$0.00</u>
		Subtotal	\$0.00

15 % Health & Welfare for Supervisors on	\$0.00	\$0.00
6 % Pension for Supervisors on	\$0.00	\$0.00
24.7 % Workers Comp. & Liab. Ins. on	\$0.00	\$0.00
15.05 % FICA/FUTA/SUTA on	\$0.00	\$0.00

Total Labor Cost \$ -
10 % Labor Markup \$ -

Material & Rentals:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
	0	EA	\$ -	\$ -
			Total Material/Rental Cost	\$ -
			10 % Mat'l/Rental Markup	\$ -

Owned Equipment:

<u>Description</u>	<u>Hours</u>	<u>FHWA RATE</u>	<u>Total</u>
Roller Case / Cat	.0	\$63.98	\$0.00
Excavator	.0	\$140.00	\$0.00
			Total Equipment Cost \$0.00
			10 % Equipment Markup \$ -

SUBCONTRACTS / RENTALS

<u>Description</u>	<u>QTY</u>	<u>Rate</u>	<u>Total</u>
Tudor Electric	1.0	\$458.63	\$458.63
	.0	\$0.00	\$0.00
			Total Equipment Cost \$ 458.63
			5% Subcontract Markup \$ 22.93
			Subtotal Costs & Markups \$481.56
			Bond Premium (.75%) \$ 3.61
			Total \$ 485.17

Tudor Electric, Inc.
 801 Otis Drive
 Dover, DE 19901
 302-736-1444
 302-736-1483 (fax)
tudorelectric@verizon.net

DATE: 10/8/2013

SUSSEX RUNWAY 4-22

EXTRA: Ordered 3 - 12" cans per the owner's request

QTY	UNIT	ITEM	UNIT PRICE	TOTAL MATERIAL
			\$ 105.12	\$ 315.36
3 ea.		12" can		
1 ea.		freight	\$ 101.58	\$ 101.58

TOTAL MATERIAL		\$ 416.94
	10%	\$ 41.69
TOTAL		\$ 458.63

Mumford & Miller Concrete, Inc.
Daily Force Account Record

Contract: Sussex County Airport
Description: Furnish Base Plates / Hubs

Labor:

<u>Name & Class</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Foreman	.0	\$36.25	\$.00
Truck Driver	0	\$26.19	\$.00
Finishers	0	\$31.04	\$.00
Operator	0	\$26.43	\$.00
Carpenter	.0	\$40.86	\$.00
Laborer	.0	\$29.03	\$.00
			<u>\$.00</u>
		Subtotal	\$ 00

15 % Health & Welfare for Supervisors on	\$.00	\$ 00
6 % Pension for Supervisors on	\$.00	\$ 00
24.7 % Workers Comp. & Liab. Ins. on	\$.00	\$.00
15.05 % FICA/FUTA/SUTA on	\$.00	\$.00

Total Labor Cost \$ -
10 % Labor Markup \$ -

Material & Rentals:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
	0	EA	\$ -	\$ -
			Total Material/Rental Cost	\$ -
			10 % Mat'l/Rental Markup	\$ -

Owned Equipment:

<u>Description</u>	<u>Hours</u>	<u>FHWA RATE</u>	<u>Total</u>
Roller Case / Cat	0	\$63.98	\$.00
Excavator	0	\$140.00	\$.00
			Total Equipment Cost \$.00
			10 % Equipment Markup \$ -

SUBCONTRACTS / RENTALS

<u>Description</u>	<u>QTY</u>	<u>Rate</u>	<u>Total</u>
Tudor Electric	1.0	\$197.43	\$197.43
			Total Equipment Cost \$ 197.43
			5% Subcontract Markup \$ 9.87
			Subtotal Costs & Markups \$ 207.30
			Bond Premium (.75%) \$ 1.55
			Total \$ 208.86

Tudor Electric, Inc.
801 Otis Drive
Dover, DE 19901
302-736-1444
302-736-1483 (fax)
tudorelectric@verizon.net

DATE: 10/11/2013

SUSSEX RUNWAY 4-22

EXTRA: Furnish 2 base plate with 2 hubs for taxiway edge lights

QTY	UNIT	ITEM	UNIT PRICE	TOTAL MATERIAL
			\$ 89.74	\$ 179.48
2 ea.		base plate		\$ 17.95
			10%	\$ 197.43
		TOTAL		

Date	Location	Lift	Type	tonnage delivered tons	deduct for excess			deduct for penalty			Pay Quantity tons	Air Voids	PWL Mat Density	Joint Density	Bonus/ Penalty	Bonus/ Penalty
					area sy	thickness inch	volume tons	area sy	thickness inch	volume tons						
<u>Binder Calculations</u>																
11/12/2012 PWL Pay PWL Calc. Jt Calc	TS-1	1st	Base	137.54	111.11	2.5 0.0578	8.03	0	0	0.0	129.51	100% 106%	81% 95.5% 101.23%	0% 5% 96.23%	-3.77%	\$ (444.31)
7/15/2013 PWL Pay PWL Calc. Jt Calc	TS-2	1st	Base	142.10	0.00	2.5	0.00	986.8	2.5	142.10	0.00	100% 106%	53% 0.0% 0.00%	69% 5%		
7/19/2013 PWL Pay PWL Calc. Jt Calc	TS-3	1st	Base	142.46	44.40	2.5 0.0578	3.21	0	0	0.0	139.25	100% 106%	100% 106.0% 106.00%	100% 0%	6.00%	\$ 760.31
7/22/2013 PWL Pay PWL Calc. Jt Calc	T/W	1st	Base	506.02	22.21	2.5 0.0578	1.60	0	0	0.0	504.42	100% 106%	100% 106.0% 106.00%	100% 0%	6.00%	\$ 2,754.13
7/23/2013 PWL Pay PWL Calc. Jt Calc	T/W	1st	Base	604.52	11.09	2.5 0.0577	0.80	0	0	0.0	603.72	100% 106%	100% 106.0% 106.00%	100% 0%	6.00%	\$ 3,296.31
7/24/2013 PWL Pay PWL Calc. Jt Calc	T/W	2nd	Base	607.73	11.09	2.5 0.0576	0.80	0	0	0.0	606.93	100% 106%	100% 106.0% 106.00%	100% 0%	6.00%	\$ 3,313.84
7/26/2013 PWL Pay PWL Calc. Jt Calc	T/W	2nd	Base	115.52	0	2.5 0.0576	0.00	0	0	0.0	115.52	100% 106%	100% 106.0% 106.00%	100% 0%	6.00%	\$ 630.74
7/26/2013 PWL Pay PWL Calc. Jt Calc	R/W	1st	Base	1143.36	62.36	2.5 0.0576	4.49	0	0	0.0	1138.87	100% 0%	100% 0.0% 100.00%	100% 0%	0.00%	\$ -

Date	Location	Lift	Type	tonnage delivered tons	deduct for excess			deduct for penalty			Pay Quantity tons	Air Voids	PWL Mat Density	Joint Density	Bonus/ Penalty	Bonus/ Penalty
					area sy	thickness inch	volume tons	area sy	thickness inch	volume tons						
7/30/2013 PWL Pay PWL Calc. Jt Calc	R/W	2nd	Base	1577.31	226.41	5 0.0577	32.66	0	0	0.0	1544.65	100% 0%	100% 0.0% 100.00%	100% 0%	0.00%	\$ -
7/31/2013 PWL Pay PWL Calc. Jt Calc	R/W	2nd	Base	88.9	0	2.5 0.0577	0.00	0	0	0.0	88.90	100% 0%	100% 0.0% 100.00%	100% 0%	100.00%	0.00% \$ -
Totals for Binder				5065.46			51.59			142.10	4871.77					\$ 10,311.02

Binder in undercut

7/19/2013	R/W	Stone	Base	379.42	0	0	0.00	0	0	0.0	379.42					
7/22/2013	R/W	Stone	Base	184.99	0	0	0.00	0	0	0.0	184.99					
7/23/2013	R/W	Stone	Base	114.79	0	0	0.00	0	0	0.0	114.79					
7/24/2013	R/W	Stone	Base	24.04	0	0	0.00	0	0	0.0	24.04					
Totals for Binder in undercut											703.24					

Surface Calculations

7/30/2013 PWL Pay PWL Calc. Jt Calc	TS-4	1st	Top	136.03	0	2 0.0567	0.00	0	0	0.0	136.03	100% 106%	100% 106.0% 106.00%	100% 0%	105.00%	6.00%	\$ 799.86
8/16/2013 PWL Pay PWL Calc. Jt Calc	T/W	1st	Top	612.47	0	2 0.0567	0.00	0	0	0.0	612.47	100% 106%	94% 104.0% 106.00%	100% 0%	106.00%	6.00%	\$ 3,601.32
8/17/2013 PWL Pay PWL Calc.	T/W	1st 2nd	Top	702.33	0	2 0.0567	0.00	0	0	0.0	702.33	100% 106%	100% 106.0% 106.00%	88% 0%			

Date	Location	Lift	Type	tonnage delivered tons	deduct for excess			deduct for penalty			Pay Quantity tons	Air Voids	PWL Mat Density	Joint Density	Bonus/ Penalty	Bonus/ Penalty							
					area sy	thickness inch	volume tons	area sy	thickness inch	volume tons													
Jt Calc															106.00%	6.00%	\$ 4,129.70						
8/19/2013	T/W	2nd	Top	164.13	0	2	0.00	0	0	0.0	164.13	100%	100%	100%									
PWL Pay															106%	106.0%	0%						
PWL Calc.															106.00%								
Jt Calc															106.00%	6.00%	\$ 965.08						
8/19/2013	R/W	1st	Top	163.91	0	2	0.00	0	0	0.0	163.91	100%	100%	100%									
PWL Pay															106%	106.0%	0%						
PWL Calc.															100.00%								
Jt Calc															100.00%	0.00%	\$ 963.79						
8/20/2013	R/W	1st	Top	761.50	0	2	0.00	0	0	0.0	761.50	100%	100%	100%									
PWL Pay															106%	106.0%	0%						
PWL Calc.															100.00%								
Jt Calc															100.00%	0.00%	\$ 4,477.62						
8/21/2013	R/W	2nd	Top	278.12	0	2	0.00	80.2	2	9.24	268.88	100%	100%	100%									
PWL Pay															106%	106.0%	0%						
PWL Calc.															100.00%								
Jt Calc															100.00%	0.00%	\$ 1,581.01						
8/23/2013	R/W	2nd	Top	637.73	0	2	0.00	0	0	0.0	637.73	100%	100%	100%									
PWL Pay															106%	106.0%	0%						
PWL Calc.															100.00%								
Jt Calc															100.00%	0.00%	\$ 3,749.85						
Totals for Surface				3456.22			0			9.24	3446.98					\$ 20,268.23							
<u>TOTAL FOR BONUS</u>																							\$ 30,579.25

Mumford & Miller Concrete, Inc.
Dally Force Account Record

Contract: Sussex County Airport
Description: Purchase & Install Pave Prep Fabric (8/15/13 & 8/19/13)

Labor:

Name & Class	Hours	Rate	Total
Foreman	.0	\$36.25	\$0.00
Truck Driver	.0	\$26.19	\$0.00
Finishers	.0	\$31.04	\$0.00
Operator	.0	\$26.43	\$0.00
Carpenter	.0	\$40.86	\$0.00
Laborer	24.0	\$29.03	\$696.72
			\$0.00
		Subtotal	\$696.72

15 % Health & Welfare for Supervisors on	\$ 00	\$ 00
6 % Pension for Supervisors on	\$ 00	\$ 00
24.7 % Workers Comp. & Liab. Ins. on	\$696.72	\$172.09
15.05 % FICA/FUTA/SUTA on	\$696.72	\$104.86

Total Labor Cost \$ 973.67
10 % Labor Markup \$ 97.37

Material & Rentals:

Description	Quantity	Unit	Unit Cost	Total
Pave Prep Fabric	1	EA	\$ 1,957.55	\$ 1,957.55
Pave Prep Fabric	1	EA	\$ 1,414.62	\$ 1,414.62
				\$ 3,372.17
				\$ 337.22

Handwritten notes: 589.62, 2,507.17, 250.72

Owned Equipment:

Description	Hours	FHWA RATE	Total
Roller Case / Cat	.0	\$63.98	\$0.00
Excavator	.0	\$140.00	\$0.00
Compressor	7.0	\$19.38	\$135.66
Roller IR	2.0	\$24.21	\$48.42
Pick Up	.0	\$23.57	\$0.00
Grader	0	\$69.58	\$0.00
Loader	0	\$53.70	\$0.00
Water Truck	0	\$234.48	\$0.00

Total Equipment Cost \$ 184.08
10 % Equipment Markup \$ 18.41

Subtotal Costs & Markups \$ 4,982.91
Bond Premium (.75%) \$ 37.37
Total \$ 5,020.28

Handwritten notes: 7,031.12, 30.23, 7,061.35



NOV 10 2012

Invoice

Sales Order : 24133
 Invoice#: 28833
 Account #: MMC
 Page: 1 of 1
 Date: 11/14/2012
 Time: 4:26:50 PM
 Cashier: JE
 Register #: 1

Bill To: MUMFORD
 MUMFORD & MILLER CONCRETE
 1005 INDUSTRIAL DR
 MIDDLETOWN, DE 19709
 302-378-7736

Ship To: SUSSEX COUNTY AIRPORT RUNWAY EXT
 GEORGETOWN
 DEL

Reference: PO# 152200
 Comment: ERIC - CALL WHEN IN 302-743-6717

ITEM	DESCRIPTION	QUANTITY	PRICE	TOTAL
PPTSA2450	24" X 50' PAVE PREP TSA	8	\$215.80	\$1,726.40
33140	CRAFCO ASPHALT PRIMER (5 GAL)	3	\$146.15	\$146.15

Job No. 2012-007 Equip No. _____
 Cost/Phase No. 58 G/L No. 534
 Circle Cho: Material Rental S. in response
 Description: PAVE PREP
 Det. # POU 5
 Date: 12/13/12
 Volume No. 27203
 Net Amount: 1957.55 Approved by: (Signature)

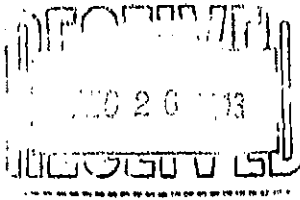
THANK YOU FOR CHOOSING
 SITE SOURCE!

X _____

Sub Total	\$1,872.55
COMMON CARRIER STANDARD	\$85.00
Total	\$1,957.55
ACCOUNT	\$1,957.55
Change Due	50.00



Invoice



Sales Order #: 28287
 Invoice#: 33912
 Account #: MMC
 Page: 1 of 1
 Date: 8/20/2013
 Time: 4:30:51 PM
 Cashier: JE
 Register #: 1

Bill To: MUMFORD
 MUMFORD & MILLER CONCRETE
 1005 INDUSTRIAL DR
 MIDDLETOWN, DE 19709
 302-378-7736

Ship To: MUMFORD
 MUMFORD & MILLER CONCRETE
 1005 INDUSTRIAL DR
 MIDDLETOWN, DE 19709
 302-378-7736

Reference: PO# 153 **378**
 Comment: HARLY - DELIVER TO SUSSEX COUNTY AIRPORT / 2012007

Item No.	Description	Quantity	Price	Total
PPTSA2450	24" X 50' PAVE PREP TSA CRAFCO	2	\$232.31	\$464.62

Job No. 2012007 Equip No. _____
 Cost/Phase No. 58 G/L No. 5300
 Circle One: Material Rental Subcontractor
 Description: Pave Prep
 Detail: Rolls Quantity: 2
 Gross Amount: _____ Date Posted: 9/16/13
 Less Retainage: _____ Voucher No: 39907
 Net Amount: 144.62 Approved By: [Signature]

THANK YOU FOR CHOOSING
 SITE SOURCE!

X _____

Sub Total	\$464.62
UPS GROUND	\$950.00 85 -
Total	\$1,414.62 549.6
ACCOUNT	\$1,414.62
Change Due	\$0.00



MUMFORD & MILLER CONCRETE, INC.

DAILY EXTRA WORK REPORT

PROJECT TITLE Georgetown Airport

DATE PERFORMED 8-15-13

REPORT NO. 58

PROJECT NO. 2012007 LOCATION Taxiway

DATE OF REPORT _____

AMOUNT AUTHORIZED \$ _____
 PREVIOUS EXPENDITURE \$ _____
 TODAY \$ _____
 TO DATE \$ _____
 CONTRACTOR JOB NO. _____
 CONTRACTOR REPORT NO. _____

WORK PERFORMED FOR _____

DESCRIPTION OF WORK Clean + scrape floor of placed slab of fabric on the joint

Equip No	Equipment	Hours	Hourly Rate	Extended Amounts	P.R. No.	Labor	Hours	Hourly Rate	Extended Amounts
141	Air Compressor	4				LAB Mark Sabarwal	O.T. 6		
	DD 24" Roller	1				LAB Brandon Polley	Reg 6		
						LAB Alex Alvar	O.T. 6		
							Reg. 6		
							O.T.		
							Reg.		
							O.T.		
							Reg.		
							O.T.		
							Reg.		
							O.T.		
							Reg.		

MATERIAL and/or SUBCONTRACTOR

Description	Quantity	Unit Cost	Extended Amounts
24" PAVE PREP T.S.A.	7 ROLLS		

SUB TOTAL		
Added Percentage for Payroll Tax & Insurance		
Subsistence	No. @ \$	
Travel Expense	No. @ \$	
Benefits or Other		
TOTAL COST OF LABOR		A
		B

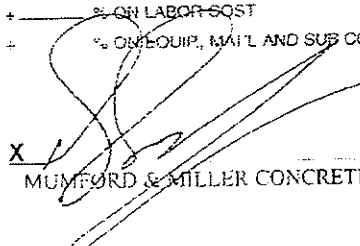
TOTAL COST OF EQUIPMENT, MATERIALS AND SUBCONTRACTORS

X Refused to sign

Approved for Payment - Authorized Customer Representative
 By signing this report, Customer understands & agrees that payment is due within 30 days of invoice and that interest at 1.5% per month will accrue thereafter. Any collection costs, including attorney fees, are agreed to be paid or reimbursed to Contractor by the Customer.

For Office Use Only
 Pd. on est. no.
 Checked by

+ % ON LABOR COST (A)
 + % ON EQUIP, MAT'L AND SUB COST (B)
 TOTAL THIS REPORT

X 
 MUMFORD & MILLER CONCRETE (CONTRACTOR)

MUMFORD & MILLER CONCRETE, INC.

DAILY EXTRA WORK REPORT

PROJECT TITLE Sussex County Airport DATE PERFORMED 8/14/13
 PROJECT NO. 2012007 LOCATION _____ DATE OF REPORT 8/19/13
 WORK PERFORMED FOR Sussex County
 DESCRIPTION OF WORK In tall fabric membrane on joint of Runway

REPORT NO. 58
 AMOUNT AUTHORIZED \$ _____
 PREVIOUS EXPENDITURE \$ _____
 TODAY \$ _____
 IO DATE \$ _____
 CONTRACTOR JOB NO. _____
 CONTRACTOR REPORT NO. _____

Equip No	Equipment	Hours	Hourly Rate	Extended Amounts	P.R. No.	Labor	Hours	Hourly Rate	Extended Amounts
141	Air Compressor & Roller	1			LAG	Curtis Ravel	Reg 2		
					LAB	Art Linderman	Reg. 2		
					LAB	Levin Lloyd	Reg. 2		
							O.T.		
							Reg.		
							O.T.		
							Reg.		
							O.T.		
							Reg.		
							O.T.		
							Reg.		

MATERIAL and/or SUBCONTRACTOR

Description	Quantity	Unit Cost	Extended Amount
24" Poly Pipe TSA	3 Rolls		

TOTAL COST OF EQUIPMENT MATERIALS AND SUBCONTRACTORS

SUB TOTAL		TOTAL COST OF LABOR		TOTAL THIS REPORT	
	A		B		
Added Percentage for Payroll Tax & Insurance			(A)		
Subsistence	No. @ \$		(B)		
Travel Expense	No. @ \$				
Benefit or Oiler					

x Refused to Sign

Approved for Payment - Authorized Customer Representative
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For Office Use Only
 Pd. on est. no.
 Checked by

x 
 MUMFORD & MILLER CONCRETE (CONTRACTOR)

MUMFORD & MILLER CONCRETE, INC.

DAILY EXTRA WORK REPORT

PROJECT TITLE Sussex County Airport

DATE PERFORMED 8/14/13

REPORT NO. 68

PROJECT NO. 2012007 LOCATION

DATE OF REPORT 8/19/13

AMOUNT AUTHORIZED \$

PREVIOUS EXPENDITURE \$

TODAY \$

TO DATE \$

CONTRACTOR JOB NO.

CONTRACTOR REPORT NO.

WORK PERFORMED FOR Sussex County

DESCRIPTION OF WORK Install fabric membrane on joints of Runway

Equip No.	Equipment	Hours	Hourly Rate	Extended Amounts	P.R. No.	Labor	Hours	Hourly Rate	Extended Amounts
14	Air Compressor Miller	1			LAB	Curtis Rowley	O.T. Reg 2		
					LAB	Art Linderman	O.T. Reg. 2		
					B	Lerin Lloyd	O.T. Reg. 2		
							O.T. Reg. O.T. Reg. O.T. Reg.		

MATERIAL and/or SUBCONTRACTOR

Description	Quantity	Unit Cost	Extended Amounts

SUB TOTAL

Added Percentage for Payroll Tax & Insurance

Subsistence No. @ \$

Travel Expense No. @ \$

Benefits or Other

TOTAL COST OF LABOR A

B

+ % ON LABOR COST (A)

+ % ON EQUIP, MATL AND SUB COST (B)

TOTAL THIS REPORT

TOTAL COST OF EQUIPMENT, MATERIALS AND SUBCONTRACTORS

X

Approved for Payment - Authorized Customer Representative
By signing this report, Customer understands & agrees that payment is due within 30 days of invoice and that interest at 1.5% per month will accrue thereafter. Any collection costs, including attorney fees, are agreed to be paid or reimbursed to Contractor by the Customer.

For Office Use Only
Pd. on est. no.
Checked by

VERIFY TIME
8/19/13
ROAD (VER)

x *[Signature]*

MUMFORD & MILLER CONCRETE (CONTRACTOR)

Mumford & Miller Concrete, Inc.
 Dally Force Account Record

Contract: Sussex County Airport
 Description: Piled Up Contaminated material & Covered with poly (11/2/12 & 11/16/12)

Labor:

Name & Class	Hours	Rate	Total
Foreman	3.0	\$36.25	\$108.75
Truck Driver	.0	\$26.19	\$0.00
Finishers	.0	\$31.04	\$0.00
Operator	1.0	\$26.43	\$26.43
Carpenter	.0	\$40.86	\$0.00
Laborer	2.0	\$29.03	\$58.06
			<u>\$0.00</u>
		Subtotal	\$193.24

15 % Health & Welfare for Supervisors on	\$108.75	\$16.31
6 % Pension for Supervisors on	\$108.75	\$6.53
24.7 % Workers Comp. & Liab. Ins. on	\$193.24	\$47.73
15.05 % FICA/FUTA/SUTA on	\$193.24	\$29.08

Total Labor Cost \$ 292.89
 10 % Labor Markup \$ 29.29

Material & Rentals:

Description	Quantity	Unit	Unit Cost	Total
Roll Polly (12X400)	1	EA	\$ 65.00	\$ 65.00
Roll Polly (20 X100)	1	EA	\$ 65.00	\$ 65.00
			Total Material/Rental Cost	\$ 130.00
			10 % Mat'l/Rental Markup	\$ 13.00

Owned Equipment:

Description	Hours	FHWA RATE	Total
Rental Trucks	.0	\$67.00	\$0.00
Excavator	2.0	\$140.00	\$280.00
Loader	.0	\$75.00	\$0.00
Flat Bed	.0	\$75.00	\$0.00
Air Screed	.0	\$10.00	\$0.00
Pick Up	3.0	\$23.57	\$70.71
MM Trucks	0	\$60.00	\$0.00
Grader	0	\$135.00	\$0.00
Chop Saw	0	\$3.64	\$0.00

Total Equipment Cost \$ 350.71
 10 % Equipment Markup \$ 35.07

Subtotal Costs & Markups \$ 850.96
 Bond Premium (.75%) \$ 6.38

Total \$ 857.34

MUMFORD & MILLER CONCRETE, INC.

59

DAILY EXTRA WORK REPORT

PROJECT TITLE Sussex County Airport

DATE PERFORMED 11/2/12

REPORT NO. _____

PROJECT NO. 2012007 LOCATION _____

DATE OF REPORT 11/2/12

AMOUNT AUTHORIZED \$ _____

WORK PERFORMED FOR Sussex County Airport

PREVIOUS EXPENDITURE \$ _____

DESCRIPTION OF WORK Piled up contaminated material & cover with poly

TODAY \$ _____

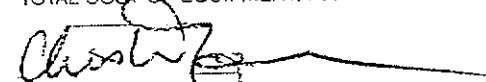
TO DATE \$ _____

CONTRACTOR JOB NO. _____

CONTRACTOR REPORT NO. _____

Equip No.	Equipment	Hours	Hourly Rate	Extended Amounts	P.R. No.	Labor	Hours	Hourly Rate	Extended Amounts
473	Ford F-250 Pickup	2				For Eric Anderson	O.T.		
							Reg. 2	36.25	
27	JD 350 Excavator	1					O.T.		
							Reg.		
							O.T.		
							Reg.		
							O.T.		
							Reg.		
							O.T.		
							Reg.		
							O.T.		
							Reg.		
							SUB TOTAL		
MATERIAL and/or SUBCONTRACTOR									
	Description	Quantity	Unit Cost	Extended Amounts					
	12' x 400' roll poly	1 roll			Added Percentage for Payroll Tax & Insurance				
					Substance No. @ \$				
					Travel Expense No. @ \$				
					Benefits or Other				
							TOTAL COST OF LABOR		A
							TOTAL COST OF EQUIP. MAT'L AND SUB COST		B
							% ON LABOR COST		(A)
							% ON EQUIP. MAT'L AND SUB COST		(B)
							TOTAL THIS REPORT		

TOTAL COST OF EQUIPMENT, MATERIALS AND SUBCONTRACTORS

x 
 Approved for Payment - Authorized Customer Representative
 By signing this report, Customer understands & agrees that payment is due within 30 days of invoice and that interest at 1.5% per month will accrue thereafter. Any collection costs, including attorney fees, are agreed to be paid or reimbursed to Contractor by the Customer.

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 Pd. on est. no.
 Checked by

x 
 MUMFORD & MILLER CONCRETE (CONTRACTOR)

MUMFORD & MILLER CONCRETE, INC.

DAILY EXTRA WORK REPORT

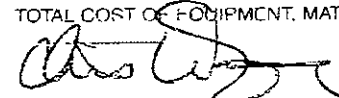
PROJECT TITLE Sussex County Airport DATE PERFORMED 11/16/12
 PROJECT NO. 2012007 LOCATION Stockpile DATE OF REPORT 11/16/12
 WORK PERFORMED FOR Sussex County
 DESCRIPTION OF WORK Re-covered stockpile

REPORT NO. _____
 AMOUNT AUTHORIZED \$ _____
 PREVIOUS EXPENDITURE \$ _____
 TODAY \$ _____
 TO DATE \$ _____
 CONTRACTOR JOB NO. _____
 CONTRACTOR REPORT NO. _____

Equip No.	Equipment	Hours	Hourly Rate	Extended Amounts	P.R. No.	Labor	Hours	Hourly Rate	Extended Amounts
473	F-250 Pickup	1				For Eric Anderson	O.T.		
							Reg. 1	36.25	
279	JD 350 Excavator	1				Op Freddie Nabb	O.T.		
							Reg. 1	26.43	
						Lab Dave Vanheckle	O.T.		
							Reg. 1	29.03	
						Lab Jerry Wilson	O.T.		
							Reg. 1	29.03	
							O.T.		
							Reg.		
							O.T.		
							Reg.		

MATERIAL and/or SUBCONTRACTOR			Extended Amounts
Description	Quantity	Unit Cost	
20' x 100' bm poly	1 roll		

Subtotal		SUB TOTAL
Added Percentage for Payroll Tax & Insurance		
Subsistence	No. @ \$	
Travel Expense	No. @ \$	
Benefits or Other		
TOTAL COST OF LABOR	A	
	B	
% ON LABOR COST	(A)	
% ON EQUIP, MAT'L AND SUB COST	(B)	
TOTAL THIS REPORT		

TOTAL COST OF EQUIPMENT, MATERIALS AND SUBCONTRACTORS
 X 
 Approved for Payment - Authorized Customer Representative
 By signing this report, Customer understands & agrees that payment is due within 30 days of invoice and that interest at 1.5% per month will accrue thereafter. All collection costs including attorney fees, are agreed to be paid or reimbursed to Contractor by the Customer.

For Office Use Only
 Pd. on est. no. _____
 Checked by _____

X 
 MUMFORD & MILLER CONCRETE (CONTRACTOR)



NOV 20 12

Invoice

Sales Order : 24311
 Invoice#: 28871
 Account #: MMC
 Page: 1 of 1
 Date: 11/16/2012
 Time: 3:08:55 PM
 Cashier: JE
 Register #: 1

Bill To: MUMFORD
 MUMFORD & MILLER CONCRETE
 1005 INDUSTRIAL DR
 MIDDLETOWN, DE 19709
 302-378-7736

Ship To: SUSSEX COUNTY AIRPORT RUNWAY EXT
 GEORGETOWN
 DEL

Reference: PO# 152223
 Comment: SUSSEX CO. AIRPORT ERIC CALLED IN DELIVER TO SHOP

Rep	Item	Description	Quantity	Price	Extended
	P620C	6 MIL. CLEAR POLY (20'X 100') (20/PLT)	2	\$65.00	\$130.00

Job No. 201207 Equip. No. 12/13/12
 Dist. Phase No. 442059 Pl. No. 5300
 Dist. Line: Material Return Subcontractor
 Description: Poly
Rolls n 2
 Date: 12/13/12
 V. 27241
 Total Amount 130 Approved by: [Signature]

THANK YOU FOR CHOOSING
 SITE SOURCE!

X _____

Sub Total \$130.00
 Total \$130.00
 ACCOUNT \$130.00
 Change Due \$0.00



28871

Mumford & Miller Concrete, Inc.
Daily Force Account Record

Contract: Sussex County Airport
Description: Changes to concrete Papi Controller

Labor:

<u>Name & Class</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Foreman	.0	\$36.25	\$0.00
Truck Driver	.0	\$26.19	\$0.00
Finishers	.0	\$31.04	\$0.00
Operator	.0	\$26.43	\$0.00
Carpenter	.0	\$40.86	\$0.00
Laborer	.0	\$29.03	\$0.00
			<u>\$0.00</u>
		Subtotal	\$0.00

15 % Health & Welfare for Supervisors on	\$0.00	\$0.00
6 % Pension for Supervisors on	\$0.00	\$0.00
24.7 % Workers Comp. & Liab. Ins. on	\$0.00	\$0.00
15.05 % FICA/FUTA/SUTA on	\$0.00	\$0.00

Total Labor Cost \$ -
10 % Labor Markup \$ -

Material & Rentals:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
	0	EA	\$ -	\$ -
			Total Material/Rental Cost	\$ -
			10 % Mat'l/Rental Markup	\$ -

Owned Equipment:

<u>Description</u>	<u>Hours</u>	<u>FHWA RATE</u>	<u>Total</u>
Roller Case / Cat	.0	\$63.98	\$0.00
Excavator	.0	\$140.00	\$0.00
			Total Equipment Cost \$0.00
			10 % Equipment Markup \$ -

SUBCONTRACTS / RENTALS

<u>Description</u>	<u>QTY</u>	<u>Rate</u>	<u>Total</u>
Tudor Electric	1.0	\$6050.28	\$6,050.28
			Total Equipment Cost \$ 6,050.28
			5% Subcontract Markup \$ 302.51
			Subtotal Costs & Markups \$ 6,352.79
			Bond Premium (.75%) \$ 47.65
			Total \$ 6,400.44

6,186.02 AS
ASPCO

SUSSEX COUNTY AIRPORT
SUSSEX COUNTY, DELAWARE
CONTRACT AMENDMENT NO. 14
RUNWAY 4-22 EXTENSION – PACKAGE 1
CONSTRUCTION PHASE SERVICES - AMENDED

This contract amendment, **Contract Amendment No. 14** dated _____, 2014 amends our original contract dated June 11, 2008 between Sussex County, a political subdivision of the State of Delaware, as the First Party, hereinafter referred to as the COUNTY and Urban Engineers, Inc., a Pennsylvania Corporation, as the Second Party, hereinafter referred to as the CONSULTANT, whose address is 530 Walnut Street, Philadelphia, Pennsylvania. Except as specifically amended herein, the provisions of the original engineering services agreement dated June 11, 2008 remain in effect and fully valid.

ARTICLE FOUR

FEE STRUCTURE

4.4.2 In accordance with the method of fee determination described in Articles 4.3.1, 4.3.2, 4.3.3, 4.3.4 and 4.3.5 of this Agreement, the compensation and reimbursement obligated and to be paid the CONSULTANT by the COUNTY under this amendment for the **Runway 4-22 Extension – Package 1 Construction Phase Services** shall not exceed **One Hundred and Eight Thousand, Four Hundred and Ten Dollars (\$108,410.00)**. This brings the total compensation for Construction Phase Services related to “Package 1” of the Runway 4-22 Project (Sussex County Project No. 12-06) to \$454,410. In the event of any discrepancy or inconsistency between the amounts set forth in Article 4.4.1 and any appendices, exhibits, attachments or other sections of this Agreement, the amounts set forth in this Article 4.4.2 shall govern.

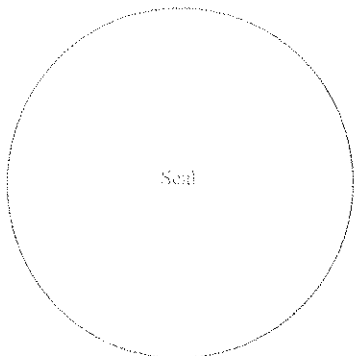
14.1.1 Attachment “A11”

CONSULTANT’s Scope of Services for Task Assignment No. 11 for **Runway 4-22 Extension – Package 1 Construction Phase Services**, at the Sussex County Airport applies. This Amendment 14 extends the duration of Task 11 work through December 2013.

14.1.2 Attachment “B14”

CONSULTANT’s Cost Estimate for Task Assignment No. 14 for **Runway 4-22 Extension – Package 1 Construction Phase Services - Amended**, at the Sussex County Airport.

IN WITNESS WHEREOF, the parties hereunto have caused this Amendment No. 14 to the Agreement to be executed on the day and year first written hereof by their duly authorized officers.

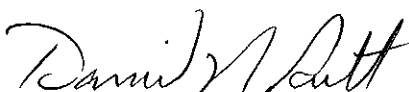


FOR THE COUNTY:
SUSSEX COUNTY

President, Sussex County Council

Date

APPROVED AS TO FORM:

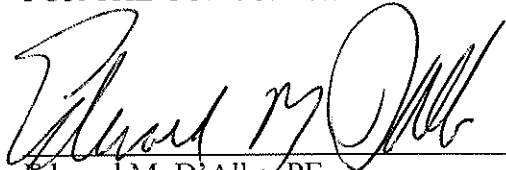


Assistant Sussex County Attorney
DAVID N. RUTT


ATTEST:

Clerk of the Sussex County Council

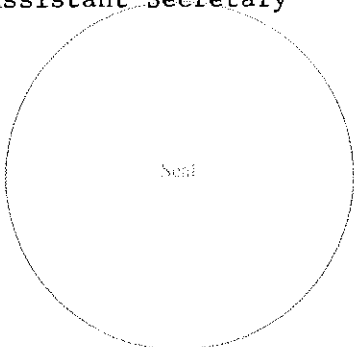
FOR THE CONSULTANT:



Edward M. D'Alba, PE
President



WITNESS:
Matthew C. Marquardt, PE
Assistant Secretary



SCOPE OF SERVICES

Urban Engineers, Inc. (Urban), will supply the following professional services to Sussex County (the SPONSOR) for construction phase services associated with the proposed 500-foot extension of Runway 4-22 at the Sussex County Airport.

Description of Project

This project will construct Sussex County Project 12-06, Extend Runway 4-22 Package 1, a 500-foot extension of Runway 4-22 at the Sussex County Airport. The proposed extension is identified as the Preferred Alternative (Alternative 4) from the Runway 4-22 Extension Environmental Assessment (AIP No. 3-10-0007-025-2010) completed in 2011. Construction bids are being solicited with an anticipated bid opening date of May 18, 2012, and an anticipated construction Notice to Proceed being issued in July, 2012. The project has 230 calendar working days, with 100 in a first phase and 130 in a second phase, which are anticipated to be split between calendar years 2012 and 2013. This scope of services shall apply to Package 1 only.

Assumptions

1. Construction management services are based on a 100 calendar day duration for phase one and a 130 calendar day duration for phase two.
2. The project is assumed to include a winter shutdown from November 2012 through February 2013.
3. Construction is 5 days per week and 8 hours per day.
4. 50 hours of overtime are included in this fee proposal. Night work is not included in this fee proposal.
5. Quality control testing and construction trailer costs are the contractor's responsibility.
6. Contractor will maintain an accurate red-line markup of any field directed changes to contract drawings and turn-over to Urban for completion of project as-builts.
7. FAA AGIS requirements for field survey of properties being acquired is tied to the AGIS design submittals for which approvals have been attained. A separate AGIS submittal process is not included with this proposal.

Staffing

1. Construction phase:
 - 1 Resident Engineer
 - 1 Inspector
2. Design support during construction:
 - Project Manager
 - Airfield Electrical Project Manager

- Environmental Engineer
 - Project Engineer
3. Survey support:
- Field and Office survey staff as required

Proposed Tasks

1. Construction phase

Urban will staff the project utilizing a full time inspector and a Resident Engineer on a part time, two days per week basis. The Resident Engineer will be onsite full time for project mobilization, pre-construction meetings, project start-up, construction progress meetings, project punchlists, system testing, commissioning, and project close-out.

a. Construction Administration

i. Progress Meetings and Minutes

As per project specifications, Urban will facilitate monthly construction progress for the project. Urban will prepare minutes of meetings in our standard format and distribute promptly to the owner and the contractors. Urban will also chair and/or participate in any other meetings that may be scheduled throughout the duration of the project. Special meetings will be held as required for new work activities, coordination of force account activities, schedule discussions or any other issues related to the project. Urban will chair and/or participate in all meetings as required.

Progress meetings will be documented in Urban's standard meeting minute's format. The format highlights the scheduled discussion, old and new business, labor and equipment on site, and status of outstanding submittals. An action list is developed from each meeting which is forwarded to the responsible parties and attached to the meeting minutes.

ii. Quality Assurance

Urban shall conduct on-site inspections of work performed by the contractors to monitor that such work is being performed in conformance with respective contract construction plans, specifications, codes, permits, and other applicable recommendations.

On a daily basis, Urban's field team monitors the contractor's compliance with project plans and specifications. Prior to any new field activity, Urban holds a field preparation meeting with the contractor. At this meeting the contract requirements are reviewed. Sometimes the contractor

is required to perform mock-ups to demonstrate field construction prior to final installation.

In cases where adherence to construction documents becomes an issue, Urban will issue a notice to the contractor to stop work on an activity until the issue is corrected. Work that does not conform to contract documents will be rejected, and the contractor will be given an opportunity to submit remedial work that will bring the nonconforming work into compliance with contract documents. However, Urban's practice is to work proactively to avert an issue before it becomes a problem in the field.

iii. Daily Inspection Reports

Each on-site activity will have an inspection report prepared outlining the work performed, crew trades and size, equipment and materials utilized by the contractor and other pertinent information. Urban has standard inspection reports which will be customized for this project to meet the needs of Sussex County. Inspection reports will be completed daily, filed in a project database, and transmitted on a weekly basis to Sussex County.

iv. Daily and Weekly FAA Reports

Urban shall also draft FAA reports as required, summarizing the work progress, including percentage complete, project issues and a brief itemized list by work day, of the field tasks. This document can be completed in accordance with a prior used FAA form or a current construction summary document if applicable.

v. Contractor Applications for Payment and Certified Payroll

Urban will work with the General Contractor to implement procedures for review and processing of contractor payment applications. Urban's on-site representative will review quantities with the contractor on a daily basis. This practice averts discrepancies between Urban's quantities and the contractor's applications and reduces the time required to review contractor's payment requisitions. Typically, Urban recommends payment for a contractor's invoice within three days of receipt. This timeframe includes discussions with the contractor regarding any discrepancies found in the contractor's invoices. A computer system will be utilized to track quantities, including quantities paid-to-date, the date work was performed, and the location of the work, and print the Application for Payment. Subsequent to review with the contractor, Urban will review and certify the amounts due the respective contractor(s) and submit to Sussex County for processing. Urban will not certify payment requests for work that in our professional opinion, does not comply with contract documents. Certification will be provided for amounts and items of work that the

contractor is entitled to payment. Typically, Urban includes two boxes on payment applications, one of which is checked by the contractor. Adjacent notes state that the contractor has, or has not, paid subcontractors with funds received from the previous payment application.

b. Requests for Information

Procedures will be implemented with the contractor for submission of requests for interpretation of the meaning and intent of drawings and specifications. A log will be maintained for RFI's submitted and documentation of their resolution.

c. Correspondence

Copies of correspondence will be maintained at the project office. A response will be provided for each letter submitted by the contractor addressing each point in the correspondence.

d. Monthly Reports and Progress Photos

Urban will provide monthly progress reports to Sussex County. Typically, Urban attaches the monthly report to invoices. The monthly progress report will address actual vs. planned progress, decision and/or resolution logs, change order status, including status of work completed and associated costs incurred. The report will also include an issue section, which will provide a brief narrative of any issues that could adversely affect the project. Issue narratives will be maintained and updated in monthly reports until such time as they are resolved. A section on cost control will also be included. The report will identify payments to the contractor for contract completed work to date as well as change order work. Additionally, the report will discuss the current status of the schedule and identify any changes to the contract completion date.

Urban will maintain a digital camera with a date imprint on site to document progress. Additionally, photographic records will be maintained for any issues that arise on the project and all photographs and/or other electronic media will be provided to Sussex County on a weekly basis.

e. Contract Documents

Contract documents will include a record copy of contracts, drawings, specifications, addenda, change orders, shop drawing submission, RFI's, product data, samples, and other pertinent project data. Records will be catalogued and turned over to Sussex County upon completion of the project.

f. Punchlist/Substantial Completion/Close-out

After approval of systems and contractual fulfillment is deemed acceptable, Urban shall recommend contractor be notified of substantial completion. Upon concurrence, Urban will approve the Certificate of Substantial Completion with attached punchlist and obtain approval from the Engineer and the contractor. The certificate will then be given to Sussex County for approval.

Urban prepares preliminary punchlists on each activity performed by the contractor through the duration of the project. This practice helps to minimize the final punchlist at Substantial Completion of the project. Urban will work with the contractor to prepare a punchlist of remaining work, and provide a copy to the Engineer. The contractor's progress accomplishing punchlist items will be monitored, and Urban will identify when the project is ready for final inspection. Urban will work with the Engineer conducting the final inspection. Upon satisfactory final inspection and Sussex County's concurrence, guarantees, affidavits, releases, bonds and retainers, manuals, and record drawings will be obtained from the contractor, and forwarded to Sussex County.

g. QA Testing

Urban's onsite representative will maintain current records of documents pertaining to QA/QC and code inspections. Construction progress is dependent on successful QA/QC test results, (e.g. test piles, soil compaction tests and concrete compression tests) and code inspections. Urban's inspectors track QA/QC and inspection results and ensure that the contractor is notified of any deficiencies and to make corrections prior to proceeding.

In the event that independent third party testing of materials is required for validation of QC testing results, Urban has included an allowance for QA testing in our cost proposal, and Urban will contract with an independent testing lab for for this.

2. Design Support During Construction

a. Office Support

Urban will provide the following office-based support tasks during the construction phase. These services are based upon the same anticipated construction schedule outlined above:

- i. Attend one construction kickoff meeting with the design team and contractor(s) to discuss project schedule, submittal protocol, internal

coordination, and other construction related issues. (Urban anticipates the kick-off meeting will be attended by the design Project Manager, Project Engineer, Airfield Electrical Engineer, and Environmental Engineer)

- ii. Attend up to six construction progress meetings at the project site to provide clarification and/or intent of design documents, in addition to observe construction activities. In addition to the progress meetings are meetings with the Sussex Conservation District during construction. These services are not intended to function as the state mandated certified construction review, or otherwise known as CCR. (Urban anticipates progress meetings will be attended either in person or via teleconference by the Project Manager, Environmental Engineer, Airfield Electrical Engineer and/or Project Engineer)
- iii. Provide design clarifications and respond to contractor RFIs as necessary. Submit plan revisions, sketches, or changes to specifications as necessary. (Urban anticipates clarifications and responses to RFI's will entail effort by the design Project Manager, Project Engineer, Airfield Electrical Engineer, and Environmental Engineer)
- iv. The Contractor is required to prepare an as-built survey of the proposed stormwater management area and prove to the Sussex Conservation District that it has been built within allowable tolerances. If needed, Urban's Environmental Engineer (LandmarkJCM) will review the non-conforming stormwater management area and suggest potential remedies for the Contractor to obtain stormwater management as-built approval.
- v. Perform shop drawing reviews and approvals and/or rejections within five business days of receipt of submittals. Rejected submittals will contain a noted explanation as to the reason for rejection. Re-submittals will receive review priority upon receipt. (Urban anticipates shop drawing reviews will be undertaken primarily by the Project Engineer, Airfield Electrical Engineer, and Environmental Engineer).
- vi. Review Contractor change order requests, and document findings to Sussex County regarding the applicability of the claim, the proposed method of resolution of addressing the issue, and the proposed cost. It is assumed that no more than ten (10) change order requests in total (including the final balancing change order) will be submitted by the Contractor.

- vii. Review Contractor submitted draft and final O&M manuals for required equipment, and issuing written review comments to the Contractor for revision.
- viii. Assist in the preparation of a final punchlist and provide construction observations for overall quality of construction.
- ix. Develop record drawings (as-built drawings) in AutoCAD 2005 format and provide two hard copies of all record drawings.

b. Airfield Electrical Support

Limited on-site inspection services – In addition to support as detailed above, specialized site inspection will be provided to support Urban's construction management efforts, including on-site support for PAPI system start up and flight check to determine conformity with the contract plans, specifications, FAA standards, advisory circulars and local codes having jurisdiction.

3. Field Survey Support

- a. **Perimeter Survey:** Urban's surveyor, LandmarkJCM, will perform a perimeter survey of tax parcel #1-35-20-51.00, otherwise known as the Janet Fraipont property, totaling approximately 8.2 acres. This is not an ALTA survey. The perimeter survey will include:
 - i. Deed research to obtain adjoining property recorded data;
 - ii. Field survey to obtain physical evidence (i.e. – property corners);
 - iii. Survey calculations to verify the metes and bounds of the subject properties;
 - iv. Set key property corners with iron pipes;
 - v. Prepare a 24"x36" Perimeter Survey Plan to be sealed by a professionally licensed surveyor;
 - vi. Prepare a deed description.
- b. **Easement Plan:** Prepare an 8½"x11" Easement Plan showing the areas affected during the tree cutting caused by the runway extension.

- c. **Control:** Tie-in the established coordinates from the previous airport survey performed for the subject runway 4-22 extension, to the coordinates of the property boundary.

DIRECT LABOR COMPUTATION

Airport: Sussex County

Project: Task 14 - Runway 4-22 Extension Construction Phase Services - (Amendment to Task 11)

10/09/13

TASKS	PIC	SR. PROJ. MGR. (FIELD)	PROJ. MGR. (OFFICE)	CONSTR. MGR. (FIELD)	ENG. (OFFICE)	INSPECTOR (FIELD)	BUDGET HOURS	BUDGET DOLLARS
HOURLY RATE	\$ 89	\$ 78	\$ 55	\$ 66	\$ 35	\$ 56		
1. Construction Administration								
A. Progress Meetings and Minutes		0					0	\$ -
B. Quality Assurance **		6		281		110	397	\$ 25,187.60
C. Contractor Applications for Payment						0	0	\$ -
D. RFIs				0		0	0	\$ -
E. Monthly Reports		0				0	0	\$ -
F. Punchlist/Field Closeout ***				80		20	100	\$ 6,402.80
G. Administrative Closeout ***				80		20	100	\$ 6,402.80
Subtotal - Field		6		441		150	597	\$ 37,993.20
2. Design Support During Construction								
A. Pavement stabilization / subgrade review & field meetings					0		0	\$ -
Subtotal - Office	0		0		0		0	\$ -
3. Field Survey								
A. Civil Coordination			0		0		0	\$ -
Subtotal - Office	0		0		0		0	\$ -
TOTAL HOURS - OFFICE	0	0	0	0	0	0	0	
TOTAL HOURS - FIELD	0	6	0	441	0	150	597	
TOTAL DIRECT LABOR - OFFICE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL DIRECT LABOR - FIELD	\$ -	\$ 466	\$ -	\$ 29,106	\$ -	\$ 8,421		\$ 37,993.20

SUBCONSULTANTS	
Airfield Electrical	\$ -
Wallace-Mont	\$ 3,664
Survey	
Duffield/Craig	\$ 20,786
TOTAL	\$ 24,450

DIRECT EXPENSES	
Reproduction	\$ -
Permit Application Fees	\$ -
Express Delivery	\$ -
Car (2Sept/Oct)	\$ 1,122
Tolls	
Lodging / per diem	\$ 1,200
Subconsultant Direct Costs	
TOTAL	\$ 2,322

DIRECT LABOR (OFFICE)	\$ -
OVERHEAD (138.73%)	\$ -
SUBTOTAL	\$ -
DIRECT LABOR (FIELD)	\$ 37,993
OVERHEAD (95.34%)	\$ 36,223
SUBTOTAL	\$ 74,216
PROFIT @ 10%	\$ 7,422
TOTAL D.L. COST	\$ 81,638
SUBCONTRACTORS	\$ 24,450
URBAN DC	\$ 2,322
TOTAL	\$ 108,410

* \$20,000 budgeted. \$40,786 accrued

** Based on initial contract expiration of 8/8/13. Actual hours through 10/4/2013. Close-out, punchlist, admin.

May 16, 2014

Councilwoman Joan Deaver

Dear Joan,

The 15th Annual Chautauqua Tent Show event to be held in Lewes on June 15-19 promises to be an exciting, educational and fun-filled community event. Events will be held at Zwaanendael Park, The Lewes Historical Society and Stango Park. We plan to have tents at the Lewes Historical Society and Zwaanendael Park.

This year's theme is "*With Malice Toward Non: Delaware Life During The Civil War.*" There are lectures, musical entertainment and actors from the American Historical Theatre depicting Harriet Tubman, Clara Barton, President Abraham Lincoln and Walt Whitman.

In past years, the Chautauqua Tent events were partially funded through a grant from the Delaware Humanities Forum (DHF). Seven years ago, DHF asked the community to take over this popular free event and they began phasing out their financial support of the event. With the support of in-kind funding from our Chamber, The Lewes Historical Society and for the past five years the Delaware Division of Historical and Cultural Affairs (HCA), we have been able to continue to Chautauqua Tent performances here in Lewes for five days and evenings in early June. HCA makes a significant financial and in-kind contribution that has allowed the performances to continue. This will be the fourth year that we are not receiving funding from DHF and are looking for support from additional sources. We are appealing to businesses and other funding sources in the Lewes area to help underwrite the estimated costs of \$12,000 associated with the operating expenses.

Through your sponsorship of this event, Sussex County Council contributed \$2,000 last year and we are requesting the same level of support this year.

Donors will be recognized with signage at the events in Zwaanendael Park at the Lewes Historical Society complex. Checks can be made payable to the Lewes Historical Society as they are the only 501c3 organization on the planning committee. These funds do not support the Lewes Historical Society, the Lewes Chamber of Commerce or the Delaware Division of Historical and Cultural Affairs. They are used solely to pay the expenses for the Chautauqua Tent Shows.

Thank you for your consideration for funding this wonderful community event and I hope your schedule will allow you to attend and be recognized for your significant contribution, enabling the shows to go on!

Sincerely,

Betsy Reamer, on behalf of the Chautauqua Tent organizing committee
Lewes Chamber of Commerce executive director



May 21, 2014

Honorable Joan Deaver
Sussex County Council
2 The Circle
Georgetown, DE 19947

Dear Councilwoman Deaver:

The Milton Historical Society, a non-profit 501(c)(3) organization (EIN 23-7158119), is requesting a grant in the amount of \$1,000 to start a community garden project on the MHS's grounds.

The Milton Historical Society strives to be the community center for the town, serving in a variety of capacities as an art gallery, education and research center, lecture hall, and museum. Adding a community garden project would be a unique way for the MHS to engage with the local community.

Every Friday from May until October, the MHS hosts the Milton Farmer's Market on our grounds. Promoting sustainability and green practices is an area that is important to the MHS. We believe that encouraging sustainable practices is something we can accomplish through a community garden. We will be able to provide space for members of the community that might not be able to grow produce in their own yards, but now have the opportunity to do so. We hope that the garden will become a communal gathering place for those interested in gardening, sustainability and the environment.

The \$1,000 would be used in several areas for jumpstarting our community garden project. We would first need \$200 to purchase supplies to build several raised garden beds, add soil, and clear the area. We would also like to use \$100 to purchase gardening tools, gloves, and an extension for our hose. Since the community would be using our own water supply, \$200 would be put towards mitigating the increase in water usage costs. Eventually we would also like to purchase a \$500 shed to house gardening supplies available to those involved with the community garden as well as extra storage in general for the museum.

On behalf of the Board of Trustees, I wish to express our gratitude for your past support and your consideration of this request. Should you have any questions, or need additional information, please feel free to contact me directly.

Allison Schell
Director

The Milton Historical Society is a 501 c3 non-profit organization. All donations are tax-deductible in accordance with IRS regulations

302-684-1010 | info@historicmilton.org | www.historicmilton.org



DELAWARE POLICE CHIEFS' COUNCIL, INC.

400 SOUTH QUEEN STREET, DOVER, DELAWARE 19904



Telephone: (302) 739-5411 Fax: (302) 736-7146

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Coordinator

Donna M. Mills
Executive Assistant

John F. Brady, Esq.
Legal Advisor

May 14, 2014

Ms. Gina Jennings, Finance Director
Sussex County Council
2 The Circle
PO Box 589
Georgetown, DE 19947

Dear Ms. Jennings:

Thank you for your phone call of Tuesday, May 12th and your email of Wednesday, May 13th regarding our Human Services Grant of \$2,500.00 over a period of time and our Grant of \$870.00 for 2013.

It is respectfully requested that as with last year, that the \$870.00 grant for 2014 be augmented by \$1,630 from individual council accounts.

The problem appears to be that our original 2012 request was lost during the normal Human Services Distribution in November 2012.

Thank you for your consideration in this matter and thank you for advising me of the approval of the \$500.00 Training Grant.

Sincerely,

Martin W. Johnson, III
Executive Director



May 5, 2014

Seaford High School International Baccalaureate (IB) Boosters
399 N. Market St
Seaford, DE 19973

Dear Mr. Vincent,

My name is Nikki Miller, and I am writing on behalf of Seaford Senior High School International Baccalaureate (IB) Boosters. We are the supporters of the students who participate in the IB Programme at Seaford High School. Seaford High has now proudly been authorized as an IB World School. This means the school is able to provide Seaford students with a world class education giving them the opportunity for a well-rounded rigorous program preparing them for college and beyond.

As booster club members, we are trying to make a positive impact for these students. Raising funds for them to pay for exam cost scholarships (each diploma student will have over \$700 in exam fees), college tour funding, parent and community information nights, awards banquets, and graduation costs.

We would be most grateful if the Sussex County Council could make a monetary donation to support our students. If you are interested, we will keep you informed with regular updates on the progress of our project. Please contact me at 629-4587 if you are able to help. Thank you for your time and for considering this request. We look forward to working with you and creating a stronger community.

Sincerely,

Ms. Nikki Miller

IB coordinator

Seaford High School International Baccalaureate Boosters Club





TOWN OF SOUTH BETHANY

**402 Evergreen Road
South Bethany, DE 19930**

**PH: (302) 539-3653
FAX: (302) 539-7576
E-Mail: townhall@southbethany.org**

May 27, 2014

The Honorable Vance Phillips
Sussex County Council
Sussex County Administrative Office Building
2 The Circle, P.O. Box 589
Georgetown, DE 19947

Dear Councilman Phillips:

Again, the Town of South Bethany would like to express our appreciation to you for your support and grant towards the purchase of the new ATV for the South Bethany Beach Patrol. If possible, we were also seeking support of the purchase of two new AED (Automatic Electronic Defibrillators) for the Beach Patrol. The two that are currently in use are to the point that we can no longer get service on them due to their age. Also, only one unit is for adults and children while the other is for use on only adults. We plan on purchasing the two units on State of Delaware contract for a total price of \$1,400.00 for both units. These units will be for adults and children.

Thank you very much for your consideration of this request.

Sincerely,

Kathy Jankowski
Mayor

KJ/phs:5.27.14



The Town of Fenwick Island

800 Coastal Highway
Fenwick Island DE 19944-4409

www.fenwickisland.delaware.gov
PH 302.539.3011 FAX 302.539.1305

May 27, 2014

Vance C. Phillips
Sussex County Council Member
Sussex County Administrative Office Building, 1st Floor
2 The Circle
P.O. Box 589
Georgetown, Delaware 19947

RE: Landscape Funding

Dear Councilman Phillips:

On behalf of the Fenwick Island Town Council, I would like to respectfully request funding in the amount of \$750.00 to assist with landscape funding. The funds, if approved, would assist with native landscaping around the town entrance sign.

Please do not hesitate to contact me if you have questions with this request.

Sincerely,

Merritt Burke IV
Town Manager