

Regular Meeting to order

Glenn Burns called the Regular Meeting to order at 5:00 p.m. with the Pledge of Allegiance. The meeting was held with the following Board Members present: Glenn Burns, Scott Richardson, Jon Kochis, Michael Kaper, John Smith, and Bill Fagan. Tom Brennan was absent.

Also present were Staci Knisley, Al Moyer, Ben Riggs, Steven Griffin, and Ian Coil.

Opportunity for the Public to Address the Board

None.

Approval of the Minutes for the September 9, 2024, Meeting

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve the minutes from the September 9, 2024, meeting.

Voting aye thereon: Kochis, Kaper, Burns, Fagan, Richardson, and Smith.

Absent was Tom Brennan.

Motion passed.

Historical Aircraft Squadron (HAS) update

Mr. Moyer apologized that representation from HAS was not here to sign the HAS Mowing and Snow Removal Agreement. He thought Eric Meister was coming to the meeting.

Approval to give Board Member Jon Kochis to sign the HAS Mowing and Snow Removal Agreement once signed by HAS

On motion of Michael Kaper and second of Bill Fagan, the Airport Authority Board voted to give Board Member Jon Kochis authority to sign the HAS Mowing and Snow Removal Agreement once signed by HAS; see attached to minutes.

Voting aye thereon: Kaper, Fagan, Burns, Smith, Richardson, and Kochis.

Absent was Tom Brennan.

Motion passed.

Mr. Moyer reported that HAS bought an impact wrench, paid by the Airport, to repair the tractor tubes. HAS will be cleaning off the mowers and getting the plows ready in the next few weeks.

Fixed Base Operator (FBO)/Airport Management update with Sundowner Aviation – Monthly Board Report

a. Monthly Report

Mr. Coil reviewed the FBO Monthly report with the board; see attached to minutes.

Mr. Coil reported that the QT fuel machines are here. They are scheduled to come out on October 23rd. One (1) hangar will be open and will be cleaned out at the end of the month.

Mr. Coil talked to American Paving company. He was informed that the crackseal project will be during October 22 through October 24.

Mr. Kochis reported that they are coordinating with Archer Excavating for the obstruction removal project to be completed at the same time.

Mr. Coil invited the Board out on October 22nd for a hot dog company day. He will send some pictures for Mr. Kochis to post on the Airport's social media.

Airport Improvement – Jon Kochis & Tom Brennan

a. Review of Engineer RFQ due October 10, 2024

Mr. Kochis reported that the scoring team of Board Members John Smith, Scott Richardson, and himself have reviewed and scored the one (1) proposal received by Crawford Murphy Tilly.

Approval to accept the Engineer RFQ proposal from Crawford Murphy Tilly, Inc. (CMT) as the sole bidder.

On motion of Jon Kochis and second of Bill Fagan, the Airport Authority Board voted to accept the Engineer RFQ proposal from Crawford Murphy Tilly, Inc., as the sole bidder; see attached to minutes.

Voting aye thereon: Kochis, Fagan, Burns, Smith, Richardson, and Kaper.
Absent was Tom Brennan.
Motion passed.

Approval to give Board Member Jon Kochis authority to sign and approve the agreement for engineering services with CMT after approval of the County Prosecutor.

On motion of Michael Kaper and second of Scott Richardson, the Airport Authority Board voted to approve to give Board Member Jon Kochis authority to sign and approve the agreement for engineering services with CMT after approval of the County Prosecutor; see attached to minutes.

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
Minutes for October 14, 2024

Voting aye thereon: Kaper, Richarson, Burns, Fagan, Kochis, and Smith.
Absent was Tom Brennan.
Motion passed.

b. Engineer's Summary Report – Crawford Murphy Tilly, Inc. (CMT)

Mr. Kochis reviewed the Engineer's Summary report; see attached to minutes.

Approval of agreement with American Pavement Solutions, Inc. for the Crackseal Runway 10/28 project in the amount of \$40,200

On motion of Jon Kochis and seconded by John Smith, the Fairfield County Airport Authority Board voted to approve agreement with American Pavement Solutions, Inc. for the Crackseal Runway 10/28 project in the amount of \$40,200; see attached to minutes.

Voting aye thereon: Kochis, Smith, Burns, Fagan, Richardson, and Kaper.
Absent was Tom Brennan.
Motion passed.

c. Precision Pipeline estimate

Mr. Kochis reported that Precision Pipeline is assisting with Steve Slater's hangar build project. Upon approval of the land lease agreement with Mr. Slater, we agreed to partner in some of the concrete costs that benefited the Airport. There was some old concrete that was removed, and the access road was removed by Precision Pipeline but they were not approved to do so. The first item on the estimate was what they have completed, and the costs are \$17,850 if we approve. Mr. Moyer with HAS agreed that we do not need the access road, and it does not need to be redone. It was not used. The grass island estimates of \$9,975 does not benefit the airport and does not recommend this.

Mr. Kochis recommends paying for half of the \$17,850. He will talk with Precision Pipeline to negotiate and report back to the Board next month.

d. Storm Water System Repair

Nothing new to report.

e. Obstruction Removal Project

Nothing new to report.

f. Master Plan/Hangar Build

Mr. Kochis reported that the Master plan still pending with FAA. There is no steel delivery date yet for the new hangar build. He is meeting with power company tomorrow to get three phase power.

Community Relations – Michael Kaper

Nothing new to report.

Facilities and Grounds – Bill Fagan & Michael Kaper

- QT Subscription agreement

Mr. Kochis reviewed and recommended the QT Subscription agreement for the new fuel tank reporting.

Approval to give Board Member Jon Kochis authority to sign the QT Subscription Service agreement after Prosecutor approval in the amount of 1,195 per unit, per year.

On motion of Michael Kaper and seconded by Bill Fagan, the Fairfield County Airport Authority Board voted to approve to give Board Member Jon Kochis authority to sign the QT Subscription Service agreement after Prosecutor approval in the amount of 1,195 per unit, per year; see attached to minutes.

Voting aye thereon: Kaper, Fagan, Burns, Kochis, Richardson, and Smith.

Absent was Tom Brennan

Motion passed.

Fixed Base Operator (FBO) Liaison – Scott Richardson

Nothing new to report.

Finance - Glenn Burns & Staci Knisley

a. Financial Reports

The Board reviewed the following financial reports:

- Revenue/Expense Summary
- Cash Projection
- Purchase Order list
- Utility cost report

b. 2024 Budget Adjustment - \$3,000 to capital outlay

Ms. Knisley recommended the Board appropriate from unappropriated in the amount of \$3,000 to capital outlay to cover the purchase order for the QT software approved in the September meeting.

Approval to Appropriate from unappropriated \$3,000 to capital outlay

On motion of Jon Kochis and second of Michael Kaper, the Fairfield County Airport Authority Board voted to approve to appropriate from unappropriated in the amount of \$3,000 to capital outlay; see attached to minutes.

Voting aye thereon: Kochis, Kaper, Burns, Richardson, Smith, and Fagan.
Absent was Tom Brennan.
Motion passed.

c. Review of 2025 Airport Budget by major expense object category

Ms. Knisley asked the Board to review the draft 2025 budget for approval at the November Board meeting.

d. Payment of Bills

- **Motion to approve retroactively September payment of invoices totaling \$90,250.42.**

On motion of Michael Kaper and second of Jon Kochis the Fairfield County Airport Authority Board motioned to approve retroactively September invoices totaling \$90,250.42; see attached to minutes.

Voting aye thereon: Kaper, Kochis, Burns, Richardson, Fagan, and Smith.
Absent was: Tom Brennan
Motion passed.

- Silco Fire & Security Invoice \$4,608.33

Mr. Kochis recommended payment of the Silco Fire invoice. He asked Mr. Coil to make sure he reciveds a phone call before this is done next year. He researched prices and comparisons with the county vendor. They are a little less than current vendors the county uses.

Approval of Silco Fire & Security Invoice in the amount of \$4,608.33 and Integrity Painting in the amount of \$23,256

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board motioned to approve the Silco Fire & Security invoice in the amount of \$4,608.33 and Integrity Patining invoice in the amount of \$23,256; see attached to minutes.

Voting aye thereon: Kochis, Fagan, Burns, Kaper, Smith, and Richardson
Absent was Tom Brennan.
Motion passed.

Security & Safety – Jon Kochis & John Smith

Nothing new to report.

The Parties hereby intend to be legally bound:

THE CONTRACTOR

Historical Aircraft Squadron, Inc
President

Eric Meister
Contractor's Signature

ERIC MEISTER
Print Contractor's Name

H.A.S. President
Title

16 Oct 2024
Date Signed

THE FAIRFIELD COUNTY AIRPORT AUTHORITY

Jon Kochis
The Fairfield County Airport Authority
Board President Board Member

Jon Kochis

10/28/2024
Date Signed

Tenant Relations – Glenn Burns & Bill Fagan

The board reviewed the following reports:

- Rent Status Spreadsheet
- Hangar Waiting List

Web – Tom Brennan (absent)

None.

Old Business

- Updating leases prior to September 13, 2021

Ms. Knisley reported that Tiffany Daniels that works with her in the Commissioners' Office has been sending emails out to the tenants in reference to the new leases and certificates of liability that has expired. The leases should be wrapped up by the end of December for the January 1, 2025 effective date.

- Request to delay mowing in the north field
Nothing new to report.
- FBO researching Hangars in other airports

Mr. Coil has talked to a few airports but has not finalized his research. He will make follow-ups and report back in November.

New Business

None.

Informational

- a. Thank you card from HAS
- b. ODOT FY2025 Matching Grant application notice

Calendar of upcoming events and other important dates

The Board reviewed the following calendar of dates:

- a. CMT Master agreement expires 9/9/2024
- b. Blue Lightning Initiative – report due annually within 30 days of 9/30/24
Ms. Knisley filed the report today.
- c. HAS mowing and snow removal contract expires on 9/30/2024
- d. Glenn Burns board appointment expires 12/31/2024
Dr. Burns agreed to serve another term starting in 2025. Ms. Knisley will report this back to the Board of Commissioners.

- e. FBO Agreement expires 12/31/2024 (1 year option to renew with mutual agreement)

Mr. Kochis reported that the Board can do an RFP or mutually agree to extend the agreement. He recommended Mr. Coil review and bring negotiations to him before the November meeting.

Mr. Coil will review with Mr. Rooney and report back next month.

- f. Noxious Vegetation Control, Inc. agreement – expires 12/31/24
- g. Noxious Weed Control Agreement with Douglas Majors – expires 12/31/24
- h. MS4 training of Board and FBO by 12/31/2024 (annually)
- i. OTTER/UST renewal expires 6/30/25
- j. Petroleum Underground Tank – UST Certificate of Coverage – expires 6/30/25
- k. Storm Water Pollution Plan – review in July 2025 (annually)
- l. Bill Fagan, Tom Brennan, Scott Richardson board appointments expire on 12/31/2025
- m. Insurance Agreement expires 12/31/2025
- n. Legal services agreement with County Prosecutor – expires 12/31/2025
- o. Hangar J Lease agreement expires 12/31/26
- p. Jon Kochis, John Smith, and Michael Kaper board appointments expire on 12/31/26
- q. EAA lease renewal with the Board of Commissioners – expiration date of 12/31/26
- r. Lease agreement with Board of Commissioners to operate facilities – 10/25/2027
- s. Hangar A Lease expires 4/30/2032 with an option to renew
- t. FAA lease for space expires 9/30/2032
- u. Co-sponsor agreement with the Board of Commissioners 5/13/2044
- v. SAS land lease agreement expires 6/30/2049

Adjournment

On motion of Jon Kochis and second of Bill Fagan, the Fairfield County Airport Authority Board voted to adjourn at 5:36 p.m.

Next Regular Meeting is Monday, November 11, 2024, at 5:00 p.m. @ the Airport Terminal, 3430 Old Columbus Road, NW, Carroll, Ohio 43112

Meeting minutes for October 14, 2024 meeting were approved on November 11, 2024.

Aye
Glenn Burns

Aye
Bill Fagan

Aye
Tom Brennan

Aye
Jon Kochis

Aye
Michael Kaper

Fairfield County Airport Authority Board Meeting
3430 Old Columbus Road, NW, Carroll, Ohio 43112
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Aye
John S. Smith

Aye
Scott Richardson

Staci A. Knisley
Staci A. Knisley, Airport Clerk

2024 Fairfield County Airport Mowing and Snow Removal Contract

This AGREEMENT, made this 14th day of October, 2024, between Historical Aircraft Squadron, Inc, 3266 Old Columbus Rd, Carroll, OH 43112 (THE CONTRACTOR), and the Fairfield County Airport Authority, (THE AIRPORT), for mowing and snow removal at the Fairfield County Airport facilities as described below.

Mowing as noted on Exhibit A:

1. Areas marked "AOA" mowing heights will be less than 7 inches unless weather factors impede mowing.
2. Areas marked "Outside AOA" vegetation height should be between 7 and 14 inches.
3. All ditches and road embankments will be mowed as close as possible and to the height of the AOA when possible.
4. The Terminal area will be mowed less than 4 inches and weed trimming done as needed through the growing season.

Snow Removal:

1. Snow removal considerations will begin when 2 inches of snow is forecasted within the next 24 hours.
 - a. Snow removal will begin once 2 inches of snow has been observed.
 - b. Pre Storm Ice Melt application will be at the discretion of THE CONTRACTOR.
 - c. Post Storm Ice Melt will be applied to North side of North facing hangers at the discretion of THE CONTRACTOR.
 - d. If a Level 1 Snow emergency has been issued by the County Sheriff, snow removal will not be attempted.
 - e. THE CONTRACTOR will also provide its best judgement on snow removal if ice is also forecasted.

WITNESSETH: In consideration of the mutual promises contained herein, THE AIRPORT and THE CONTRACTOR agree as follows:

1. THE CONTRACTOR agrees to perform, as an independent contractor, all of the services as set forth in the EXHIBIT A; to abide by all safety and security rules of THE AIRPORT as furnished to THE CONTRACTOR in writing; and, to provide all labor and supervision necessary to implement the services provided for herein.
2. THE AIRPORT will compensate THE CONTRACTOR \$ 2,500 per month, to be approved and processed at the Airport Authority's regularly scheduled board meeting. If a regular scheduled board meeting is cancelled payment will be made for missed months at the following meeting.

3. THE AIRPORT will provide Equipment and supplies to perform Mowing and Snow Removal. Any repairs to the equipment or ordering additional supplies should be requested through the designated Airport Authority contact or his/her designee. The CONTRACTOR is not obligated to perform the duties of this contract if THE AIRPORT cannot provide the equipment detailed in this agreement due to maintenance. (Exhibit B)
4. THE CONTRACTOR shall work during hours and days mutually agreeable and acceptable to both THE AIRPORT and THE CONTRACTOR.
5. The Contract term shall commence at October 14, 2024 continuing until September 30, 2026
6. THE AIRPORT reserves the right to terminate the Agreement, without penalty and for any cause, after providing THE CONTRACTOR with thirty (30) days' written notice of its intention to do so at an Airport Authority regularly scheduled meeting. In such case, THE CONTRACTOR shall be paid for all work completed and any expenses sustained to the date of termination, unless such termination was due to the act or conduct of THE CONTRACTOR. The CONTRACTOR reserves the right to terminate the Agreement, without penalty and for any cause, after providing THE AIRPORT with thirty (30) days' written notice of its intention to do so at an Airport Authority regularly scheduled meeting.
7. THE CONTRACTOR and THE AIRPORT shall renegotiate the contract price if THE AIRPORT makes any substantial changes in the character or use of the areas serviced by THE CONTRACTOR. Any such renegotiation of the contract price during the current contract term must be reflected in a duly executed addendum to the Agreement, signed by THE CONTRACTOR and THE AIRPORT, and is subject to the certification of funds as provided in Ohio Revised Code Section 5705.41.
8. THE CONTRACTOR shall furnish liability and property damage insurance in the amounts of : 1 Million Dollars. In addition to THE AIRPORT the Board of Fairfield County Commissioners shall be added to the policy, as "additional insured" by endorsement and a certificate of coverage shall be provided before the execution of the Agreement.
9. THE CONTRACTOR shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner.
10. THE CONTRACTOR shall make adequate provisions to ensure the security and safety of its employees, equipment and supplies. THE CONTRACTOR shall comply with all OSHA laws, rules, and regulations.
11. Nothing in this Agreement establishes a partnership, association, or joint venture with THE CONTRACTOR in the conduct of the provisions of this Agreement. Nothing in this Agreement shall be construed as authorizing THE CONTRACTOR to act as an agent, employee, licensee, or designee of THE AIRPORT or its Board. THE CONTRACTOR shall at all times have the status of an independent contractor with control over its employees, agents, and operations.
12. THE CONTRACTOR shall not permit liens or encumbrances to be filed against THE AIRPORT property by reason of THE CONTRACTOR'S failure to pay for services performed

or material furnished hereunder. THE CONTRACTOR shall not assign this contract or any interest herein or any monies due or to become due hereunder, voluntarily, involuntarily or by operation of law. Nor shall THE CONTRACTOR subcontract any of its duties or responsibilities hereunder without the express written consent of THE AIRPORT.

13. THE CONTRACTOR shall not discriminate on account of race, sex, color, religion or national origin in the selection and retention of any employee, or in the procurement of material and equipment.
14. Any additional charges that are not provided for in the Bid Package must be pre-approved, in writing, by THE AIRPORT prior to being imposed. THE CONTRACTOR shall have no right to collect any additional charges that are not approved as in accordance with this Paragraph. Any additional charges are subject to the certification of funds as provided in Ohio Revised Code Section 5705.41.
15. This Agreement supersedes any and all prior agreements and understandings, written or otherwise, between the parties hereto for the services to be provided hereunder.
16. To the fullest extent permitted by law, THE CONTRACTOR shall indemnify and hold harmless THE AIRPORT, its Board, the Fairfield County Board of Commissioners and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the work described in the Agreement. In any and all claims against THE AIRPORT, its Board, or any of its agents or employees by any employee of THE CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for THE CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

THE CONTRACTOR shall assume all responsibility for damage done to structures, property, markers, signs or personal injury as a direct result of THE CONTRACTORS actions during the performance of this Agreement.

17. If any article, section, or provision of this Agreement or any amendments thereto shall be held invalid by operation of law or by a person or entity of competent jurisdiction, or if compliance with or enforcement of any article, section, or provision of this Agreement shall be restrained by such person or entity, the remainder of this Agreement and amendments thereto shall not be affected and shall remain in full force and effect.

All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Fairfield County Common Pleas Court, Fairfield County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

Exhibit A

Mowing Areas:

1. AOA – Vegetation kept below 7 inches (unless impacted by weather)
2. Outside AOA – Vegetation to be kept between 7-14 inches (unless impacted by weather)

Airport Mowing Exhibit A



Exhibit B

Inventory of equipment for Grounds Maintenance

ASSET TAG	DESCRIPTION	SERIAL	ACQUIRED
1. 1122	BUSH HOG 2715 MOWER	1200523	2008-06-12
2. 2675	2017 JOHN DEERE Z915E TRACTOR	1TC915ECEHT054053	2017-05-22
3. 3599	JOHN DEERE 5100E TRACTOR	1LV5100EEJK404570	2019-06-05
4. 8394	JOHN DEERE 5510 MFWD TRACTOR	LV5510S351505	2001-08-01
5. 1996	CHEVY DUMP TRUCK #45	1GBM7H1J4TJ108532	1996-05-10
6. 1995	FORD F800 DIESEL W/ SNOWPLOW	1FDPF80C7SVA51387	2008-01-03
7. 14424	SNOW THROWER	1F25B10447	2014-07-25

Monthly Board Report 2024

ITEM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	
T HANGAR OCCUPANCY	72/72	72/72	71/72	70/72	71/72	72/72	72/72	72	72				
R HANGAR OCCUPANCY	6/6	6/6	6/6	6/6	6/6	6/6	6/6	6/6	6/6				
NEW LEASES	0	0	1	2	1	2	2	0	0				
OVERNIGHT	0	0	0	0	0	0	0	0	0				
FUEL SALES	\$16,575.27	\$33,939.04	\$31,187.27	\$ 39,847.51	\$ 35,413.00	\$ 51,906.99	\$40,312.90	\$35,106.69	\$35,853.80				\$320,142.47
100LL	2838.12	5701.18	5138.21	6604.97	5088.49	8754.77	6521.25	5703.06	5873.8				52224
Sundowner gals								4818.6	5046				9865
FUEL SALES	\$21,228.68	\$31,125.67	\$14,185.08	\$ 4,843.54	\$ 4,404.81	\$20,407.53	\$18,114.07	\$29,898.81	\$13,406.72				\$157,614.91
JET A	3908.30	5855.50	2842.70	972.60	884.50	3684.84	3337.84	5546.9	2528.3				29561
# OPERATIONS	2250	4108	3105	5400	5100	6408	6700	5060	5098				
HANGAR ISSUES	0	0	0	0	0	0	0	0	0				
PUBLIC COMMENTS	0	0	1	0	water access	water	fuel issues	fuel issues	fuel issues				
FAA INCIDENTS	0	0	0	0	0	0	0	0	0				

Knisley, Staci A

From: Ben Cooley <bcooley@cmtengr.com>
Sent: Tuesday, October 8, 2024 9:39 PM
To: Knisley, Staci A
Subject: [E] LHQ - Airport Engineering Consultant submittal
Attachments: AV-23624_Fairfield County, OH_retainer.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Staci,
Please find the attached Statement of Qualifications for the Airport Engineering Consultant. We are delighted to once again be able to submit our qualifications for your review. We would love to continue our long relationship with you and the airport, and do not hesitate to let me know if you have follow-up questions or need anything else from me or my team.
Thanks!

BEN COOLEY PE | Aviation Group Manager



Crawford, Murphy & Tilly | Engineers & Consultants
8101 North High Street, Suite 150 | Columbus, OH 43235
w 614.468.1205 | m 614.499.6496 | bcooley@cmtengr.com



Attachment F – Evaluation Form

Requirements	N	Y
Response to Performance Criteria		X
Bid Form completion		X
Evaluation	Points for Each Category	Score
Qualifications and Experience of the Firm	30	30
Qualifications of the Project Team	30	30
Project Understanding	20	30
Ability to meet Schedules and Demands	10	28
References	10	30
Total Points out of 100		98

JOHN S. SMITH CMT

Attachment F – Evaluation Form

Requirements	N	Y
Response to Performance Criteria		
Bid Form completion		
Evaluation	Points for Each Category	Score
Qualifications and Experience of the Firm	30	30
Qualifications of the Project Team	30	30
Project Understanding	20	20
Ability to meet Schedules and Demands	10	10
References	10	10
Total Points out of 100		100

VALUE

HELPING AIRPORTS ACHIEVE THEIR GREATEST POTENTIAL

STATEMENT OF QUALIFICATIONS FOR A

MASTER AIRPORT CONSULTING SERVICES AIRPORT ENGINEERING CONSULTANT

FAIRFIELD COUNTY AIRPORT AUTHORITY, OH

OCTOBER 11, 2024





October 11, 2024

Staci Knisley
Airport Clerk
Fairfield County Airport
3430 Old Columbus Road
Carroll, OH 43112

RE: Statement of Qualifications for Master Airport Consulting Services at Fairfield County Airport

Dear Ms. Knisley:

Crawford, Murphy & Tilly, Inc. (CMT) represents the Best Value Team partner for Fairfield County Airport Authority and the Fairfield County Airport facility. This Statement of Qualifications highlights our staff's qualifications and their successful project experience. When combined with our knowledge of Ohio airports, your facility and the challenges you face in today's changing times, CMT will continue to provide a resource to increase the value of your investment. From our office in Columbus, CMT is led by highly experienced airport staff. This staff is comprised of planners and engineers with experience in airfield pavements, drainage, lighting, grants/funding support, aviation planning, environmental and facility development, including hangars, terminals and fueling facilities. Our goal is to continue to be a valued and long-term partner serving as an extension of your Board and your staff to provide sound solutions that are effective, efficient, and value-driven.

In one statement, *we treat you like we want to be treated; we listen to your needs and desires and then work as your partner and support staff to make them happen.*

I will continue to serve as your Project Manager, with over 22 years of extensive airport experience. Throughout my career, I have helped Ohio General Aviation airports achieve long-sought-after expansions, obtain enhanced approach capabilities, secure much-needed additional funding and successfully acquire adjacent land parcels. Additionally, I have served as leadership to the Ohio Aviation Association for many years, having played an instrumental role in obtaining the increased funding from the State of Ohio for all airports. You have come to know and rely on CMT's expert engineering ability as well as my availability and responsiveness in each project. Located in central Ohio, we will serve as ready resource partners, along with the rest of our CMT staff, to advance the airport's objectives.

CMT not only offers the broad range of expertise, experience and resources you require but also provides an unparalleled level of service and performance, proven by our recognition by Engineering News-Record as the 2014 Midwest Firm of the Year. We look forward to your favorable consideration.

Sincerely,

CRAWFORD, MURPHY & TILLY

A handwritten signature in blue ink that reads "Ben Cooley".

Ben Cooley, PE
Project Manager



AVIATION SERVICES

INSIGHT. PERFORMANCE. INVESTMENT.

From primary large hub airports to general aviation facilities, CMT offers Airports the insight of a highly focused group of aviation professionals. Creative approaches backed by decades of experience deliver value in performance and results. A genuine, customer-centric approach means an uncommon level of investment in client goals and success. CMT's national reputation is established by the work we have performed at airports across the country and exemplified in our recognition as a top provider of aviation services.



TOP 25
Aviation Firm
Engineering News Record

MIDWEST DESIGN FIRM OF THE YEAR

— Engineering News Record —



Recipient of
American
Association of
Airport Executives'
Corporate Cup of
Excellence

BUSINESS ORGANIZATION

ESTABLISHED: 1946

STAFF SIZE: 475+

KEY BUSINESS UNITS:

Aviation
Surface Transportation
Water Resources
Building & Sites

LOCAL PROJECT OFFICE:

8101 N High Street
Suite 150
Columbus, OH 43235
614-468-1200



@cmtengrs | cmtengr.com

AIRPORT DESIGN & CONSTRUCTION

- Airfield Geometry + Pavement Analysis & Design
- Pavement Management Systems
- Electrical/NAVAIDS
- Drainage
- De-icing Storage Systems
- Construction Observation
- Structural
- Civil/Site
- Fueling Facilities
- Security
- Equipment Procurement

AVIATION PLANNING

- Master Plans
- Airport Layout Plans
- GIS
- Electronic Airport Layout Plan (eALP)
- Noise Compatibility Planning
- Grant Applications
- PFC Application Development
- CIP Development Programs
- Benefit-Cost Analysis (BCA)
- Financial Plans
- Justification Documentation
- Aviation Activity Forecasts
- Site Selection
- Terminal Planning

Air Cargo Planning

- Airport Economic Development
- Landside Development Planning
- Airspace Planning
- Asset Management

LAND USE

- Land Acquisition
- Avigation Easement Acquisition
- Farming Plats & Management
- Concurrent Land Use Documentation

ARCHITECTURAL

- Terminals
- Hangars
- Vehicle/Equipment Storage
- Passenger Boarding Bridges

ENVIRONMENTAL

- Categorical Exclusions (Cat-Ex)
- Environmental Assessments (EA)
- Environmental Impact Statements (EIS)
- SWPPP Management and Compliance
- SPCC Management and Compliance
- Aircraft Deicing System Management
- Storage Tank Compliance
- Sustainability
- Part 150 Noise Studies and Implementation Plans



CMT offers **Fairfield County Airport Authority** our unmatched expertise at similar airports, a depth of resources capable of addressing any issues that arise, and commitment to a partnership that extends for years to come. **We value the relationship, process, and solutions necessary to implement your vision!**



National Airport Expertise Paired with Local Presence



Proven Track Record of Multi-Year Programs



Unmatched Level of Service Backed by Ready Staff



Maximizing the Value of Funding



Delivered Value through Client Advocacy

MULTI-YEAR AND ON-CALL SERVICE

A CULTURE OF RESPONSIVENESS & STABILITY

No matter how experienced your consultant is, what truly matters is the satisfaction of knowing that they can cover all elements of your development program in a consistent and comprehensive manner. CMT delivers that confidence by providing one of the most experienced groups of airfield professionals available.

Our culture of staff stability offers an uncommon level of continuity, which allows our team to align with your mission and anticipate your next move. The proof is in the retention we maintain with our airport clients.

72 MULTI-YEAR/RETAINER CLIENTS

This is the number of airport clients who consider CMT an extension of their staff because we serve them on a multi-year or retainer basis. These clients are serviced by project managers located across our 25 offices.

70% OF CLIENTS ON CALL

This is the percentage of CMT's airport clients that are served on an on-call basis, which signifies a strong business model focused on responsive service. It is a model we've been practicing since CMT's beginning, as most of the clients who choose us for a retainer tend to select CMT again – many of them for multiple decades.



EXPERIENCE WITH ODOT AVIATION AND FAA GREAT LAKES REGION

For decades, CMT has provided professional services at these FAA Great Lakes airports.

From fast-track project clearances to innovative project financing, CMT has a history of working with our clients to find creative solutions to successfully meet an airport’s development objectives. In the course of completing projects, CMT works with representatives of the FAA’s Detroit ADO and FAA Great Lakes Region and is intimately familiar with their policies and procedures.

We pride ourselves on our knowledge of Federal Aviation Administration processes and our relationships with the FAA. CMT will leverage these relationships to deliver the most up-to-date policies and advisory criteria to move the Airport’s projects forward.

With CMT, airport sponsors have a trusted partner to navigate them through challenges and identify opportunities within the FAA regulatory and funding environment.

CLIENT	CLIENT
Akron Canton Airport, OH	Abraham Lincoln Capital Airport, IL
Cincinnati West Airport, OH	Aurora Municipal Airport, IL
Delaware Municipal Airport, OH	Centralia Municipal Airport, IL
Fairfield County Airport, OH	Central Illinois Regional Airport, IL
Fostoria Metropolitan Airport, OH	CDA - O’Hare International Airport, IL
Licking County Regional Airport, OH	CDA - Chicago Midway Airport, IL
Marion Municipal Airport, OH	Chicago Executive Airport, IL
Morrow County Airport, OH	Chicago Rockford International Airport, IL
The Ohio State University Airport, OH	Dixon Municipal Airport, IL
Pike County Airport, OH	DuPage Airport, IL
Port Bucyrus Airport, OH	Greater Kankakee Airport, IL
Putnam County Airport, OH	Peoria International Airport, IL
Rickenbacker International Airport, OH	Lake in the Hills Airport, IL
Sidney City Airport, OH	Lansing Municipal Airport, IL
Fulton County Airport, OH	Mid America Airport, IL
Wadsworth Municipal Airport, OH	Mt. Hawley Auxiliary Airport, IL
Wood County Airport, OH	Pontiac Municipal Airport, IL
Youngstown-Warren Regional Airport, OH	Quad City International Airport, IL
Zanesville Municipal Airport, OH	Quincy Regional Airport, IL
Milwaukee Mitchell International Airport, WI	Schaumburg Regional Airport, IL
Indianapolis Regional, IN	Sparta Community Airport, IL
Fort Wayne International Airport, IN	Taylorville Municipal Airport, IL
Evansville Regional Airport, IN	University of Illinois-Willard Airport, IL
Smith Field, IN	Vermilion County Airport, IL
Eagle Creek Airpark, IN	Waukegan Regional Airport, IL
Indianapolis International Airport, IN	Whiteside County Airport, IL
Albertus Airport, IL	Williamson County Airport, IL



PLANNING SERVICES:



- Master Plans
- Airport Layout Plans
- Electronic Airport Layout Plans (eALP)
- Exhibit A Preparation
- Part 150 noise studies
- Land use zoning regulations
- GIS
- Environmental Assessments/ EISs
- Grant applications
- Development programs
- Benefit/cost analysis
- Financial plans
- Justification documentation
- Property line maps
- Land and easement acquisition
- Project eligibility
- Aviation activity forecasts
- Site selection
- Alternatives analysis
- Airspace analysis
- General aviation terminal planning
- Airport business park planning
- Security/blast assessments
- Cargo planning
- Airport economic development
- Facility requirements

ALP/PLANNING

CMT's dedicated Aviation Planning Group consists of professionals from varied backgrounds including airport management, engineering, planning, land acquisition, environmental and technology that work exclusively on airport planning related initiatives. With CMT, you have the resources to help navigate your airport leadership through strategic decisions and vision.

In addition, our staff brings the technical skills to execute efficient and thorough planning documents that meet FAA and state requirements. Because CMT is a full-service firm, our Aviation Planning team understands the implementation part of your plan and helps to build the bridge from concept to funding to design execution.

AIRPORT FACILITIES & MASTER PLANNING

Our aviation planners work closely with clients to develop plans that go beyond standard guidelines and requirements to capture the unique vision for each airport. A decision-making framework is provided to facilitate long-term development and short-term implementation. The result is a plan that embodies the strategic goals of the airport while providing flexibility to respond to changing market conditions.

ENVIRONMENTAL PLANNING

CMT's multi-disciplined staff use a combination of extensive environmental knowledge and sound engineering to shape plans that accommodate for increasing aviation demands while maintaining the integrity of the surrounding environment. We use this approach to successfully guide airports through the FAA environmental approval processes in an efficient and coordinated manner.

LAND-RELATED SERVICES

CMT provides a wide range of services to assist airports through federally funded land acquisition programs including professional staff representation to landowners, document processing, property map creation, and land surveys. We have an extensive working knowledge of FAA land-related procedures and are skilled at using the latest technology to assist in the management of airport land assets.

AIRPORT AGIS/ASSET MANAGEMENT

CMT uses the latest innovations and methodologies to offer information technology solutions that allow airports to maximize their resources. This includes the development of Geographic Information Systems (GIS) applications. CMT also offers consulting to assist airports in setting up an asset management system.

DESIGN SERVICES:



- Airfield Pavement
- Alternative Delivery Methods
- Landside Development
- Construction Phase Services
- Drainage and De-icing
- Electrical Systems & Vaults
- Electronic & Visual Navigational Aids
- EMAS & Other Aircraft Arresting Systems
- Equipment Procurement
- Fueling Facilities
- Funding Assistance
- Owner's Representative Services
- Pavement Management Systems
- Public & Privately Funded Developments
- Program Development & Management
- Regulatory Agency Coordination & Compliance
- Security Systems
- Structures
- Value Engineering

AIRFIELD DESIGN

CMT has completed a wide range of airfield design and construction projects during our 78 years in the airport development. This includes a tradition of award-winning airfield rehabilitation and expansion projects at both small and large airports nationwide. CMT maintains strong working relationships with FAA personnel and familiarity with current standards and procedures.

CMT has an excellent history of providing creative design and construction phasing solutions that minimize disruption to airport operations. In determining the appropriate pavement design and geometry for an airfield, our experienced designers evaluate existing conditions, conduct a thorough life-cycle analysis, and determine future traffic projections. From optimizing airfields to enhancing revenue opportunities on the landside, our team brings its legacy of expertise and innovation to deliver top performance. Helping airports improve and expand their large networks of airfield pavements and electrical systems is a specialty of CMT.

A NATIONAL LEADER IN AIRFIELD PAVEMENT SOLUTIONS

CMT maintains an industry position of leadership in the rehabilitation and reconstruction of airfield pavements. A hallmark of CMT's distinction is the manner in which we approach each airfield project - drawing from a vast wealth of experience and a toolbox of solutions and technologies to extract the best value possible. It comes down to creativity and a tenacity to seek out the best solution that matches your situation, as compared to conventional approaches that attempt to form projects to a particular cookie-cutter solution.

VALUE ENGINEERING SOLUTIONS

CMT's Value Solutions (VS) services offer a wide range of tools and creative processes that have achieved significant value/cost savings on transportation projects. In addition to Value Engineering (VE), CMT has been a leader in the deployment of the new Practical Design (PD) methodology, integrating both PD and VE to reduce project costs.

CMT recently completed a value study for a \$21 million component of a \$30 million airfield improvement project at a Midwest small-hub commercial airport. Following completion of the 35% concept design for the project, CMT's Value Engineering unit conducted a one-day value analysis workshop on the concept design to enhance performance of the project and to identify options for reducing the project cost. The value analysis resulted in the identification of 10 options for reducing the project construction cost by over \$2.5 million, representing approximately 12% of the baseline 35% concept construction cost. The success of the value study was enhanced by the CMT value study team's depth of planning, design, and construction experience in commercial service, corporate, and military airports.



CONSTRUCTION SERVICES:

- Pre-Bid & Pre-Construction Meeting Assistance
- Bidding Process Assistance
- Interdisciplinary Review of Shop Drawings and Other Contract Submittal Data
- Construction Administration
- Resident Engineering
- On-Site Construction Observation
- Phasing & Construction Safety Phasing Plans (CSPP)
- Shop Drawings and Contracts
- Materials Review
- Constructability Review
- Schedule Review and Analysis
- Independent Cost Analyses
- Field Measurements
- Construction Progress Reports
- SWPPP Inspections
- Record Drawings
- Testing Summaries Review
- Final Inspections
- Project Closeouts

AIRFIELD CONSTRUCTION

CMT offers a wide range of construction services provided by trained, experienced personnel. CMT has the in-house capability to assist clients from the earliest planning stages of a project through design and construction. Our construction phase services are provided with the goal of ensuring coordination and quality control.

CMT personnel regularly provide resident engineering services as well as quality control services such as observation, evaluation and testing of all project components and equipment. We work closely with Airport staff and contractors to accomplish projects that are completed on time and within budget.

COMMUNICATION & DOCUMENTATION

Effective communication, field observation, and detailed project documentation are the essence of all CMT construction phase assignments. The size of our firm enables management to remain actively involved in monitoring progress and maintain direct contact with on-site project representatives.

CAPABILITY TO FURNISH QUALIFIED INSPECTORS FOR CONSTRUCTION INSPECTION

CMT employs a significant number of personnel who serve as “qualified observers” for construction observation and materials testing. To stay up to date on construction phase services, CMT construction personnel attend FAA and state-sponsored training and certification classes. CMT staff also play an active role in the ASCE Airfield Pavement Committee. In the past five years, CMT has provided resident engineering services on projects at more than 40 airports throughout the Midwest.

OPERATIONAL SAFETY DURING CONSTRUCTION

CMT regularly prepares Construction Activity Plans for airport construction. These plans are prepared in accordance with the FAA’s AC 150/5370-2G Operational Safety on Airports During Construction. They include plans for ongoing rehabilitation work at major hub airports, including Washington Dulles, St. Louis Lambert International, and Chicago O’Hare, as well as reliever and general aviation facilities. CMT prides itself on the ability to rehabilitate operationally critical pavements while minimizing disruption.



LIGHTING SERVICES:



- Airport Lighting Control and Monitoring System (ALCMS)
- Runway/Taxiway Edge Lighting
- Runway Centerline & Touchdown Lighting
- Runway End Identifier Lights (REIL)
- Visual Approach Slope Indicator (VASI)
- Precision Approach Path Indicator (PAPI/PLASI)
- Threshold Lighting
- Approach Light Systems (ODALS, MALS, ALS)
- Apron Lighting
- Standby Power
- Alignment/Sequence Flasher Light Systems (MALSR, MALSF, SSALR, ALSF-2)
- Vault Improvements
- Air Traffic Control Tower Improvements
- Airfield Signage
- Computer Controlled Airfield Lighting
- Automated Weather Observation System (AWOS)
- Surface Movement Guidance Control Systems (SMGCS)

AIRFIELD ELECTRICAL & NAVIGATIONAL SYSTEMS

CMT has a long history in airfield electrical and navigational design. Our team includes professionals dedicated exclusively to airport electrical facilities design solutions. They are active members of the Illuminating Engineering Society (IES) - Aviation Lighting Committee, where they support initiatives promoting the advancement of airport lighting technologies. Our staff’s experience includes partial site design components, equipment upgrades and relocations, all the way to comprehensive system design and construction. CMT also provides FAA Cost-Benefit Analysis for navigation system establishment and upgrades.

RECENT LED LIGHTING SYSTEMS PROJECTS

Airport	Project Name	Edge	Signage	NAVAIDs	In-Pavement
Fairfield County Airport, Lancaster, OH	Rehabilitate Runway Lighting	●	●	●	
Licking County Regional Airport, Heath, OH	Replace PAPIs			●	
Fostoria Metropolitan Airport, OH	Parallel Taxiway Extension	●	●		
Port Bucyrus-Crawford County Airport, OH	Extend Taxiway C	●	●	●	
Rickenbacker International Airport, Columbus, OH	Taxiway Rehab & MOS Phase 1	●	●		●
Smith Field, Fort Wayne, IN	Runways 5/23 & 13/31	●	●		
Milwaukee Mitchell International Airport, WI	Rehabilitate Taxiways E & F	●	●		●
O'Hare International Airport, Chicago, IL	Taxiway Z	●	●		●
	Runway 10R/28L	●	●		●
	Taxiway DD and FBO Site Prep	●	●		●
Chicago Executive Airport, Wheeling, IL	Construct Taxiway L1	●	●		●
Peoria International Airport, Peoria, IL	Rehab Taxiway Light Systems	●	●		
Quad Cities International Airport, Moline, IL	Rehabilitate Airfield Electrical - Ph 1, 2 & 3	●	●		●
Rockford International Airport, Rockford, IL	Taxiway B	●	●		
	Taxiways J & L	●	●		●



AVIATION BUILDINGS



CMT provides airport-related architectural services necessary for both new facilities and modifications to existing buildings. Projects have included terminals, office buildings, maintenance buildings, fire/crash/rescue buildings, hangars and T-hangars, corrosion control facilities, electrical facilities and weather service buildings. Services include surveys, facility and site planning, architectural design and construction inspection.

Staff provides structural design of the building foundation and structural steel as well as design of utilities and adjacent airfield pavements. In addition to our internal resources for architectural services, CMT routinely engages the services of local architects to provide enhanced value to the project.

Services include surveys, facility and site planning, architectural design and construction inspection. The firm provides structural design of the building foundation and structural steel as well as design of utilities and adjacent airfield pavements.

Airport Buildings	Hangar Site Work	Hangar Design	SRE Building	Terminal/FBO & Hangar
Fairfield County Airport, OH	•	•	•	•
Licking County Regional Airport, OH	•	•		•
Cincinnati West Airport, OH	•	•		•
Fostoria Metropolitan Airport, OH		•	•	•
Putnam County Airport, OH	•	•		•
Sidney City Airport, OH	•	•		
Wood County Airport, OH	•	•	•	•
A. Lincoln Capital Airport, IL	•	•	•	
Albertus Airport, IL	•	•		
DuPage Airport, IL	•			
Aurora Municipal Airport, IL	•			
Greater Kankakee Airport, IL	•	•		
Centralia Municipal Airport, IL	•			
Peoria International Airport, IL	•			•
Chicago Rockford International Airport, IL	•	•	•	
Lansing Municipal Airport, IL	•	•		
Mt. Hawley Auxiliary Airport, IL	•			
Chicago Executive Airport, IL	•	•		
Pontiac Municipal Airport, IL	•	•		
Rantoul National Aviation Center, IL	•	•		•
Schaumburg Regional Airport, IL	•	•		•
U of I - Willard Airport, IL			•	
Vermilion County Airport, IL	•	•	•	•
Whiteside County Airport, IL	•	•		
Dubuque Regional Airport, IA	•		•	•
Clinton Municipal Airport, IA				•
Fairfield Municipal Airport, IA			•	•
Camdenton Memorial Airport, MO	•	•		
Fredericktown Municipal Airport, MO	•			
Lewis County Airport, MO	•	•		
Sullivan Municipal Airport, MO	•			
Cape Girardeau Regional Airport, MO	•	•		
Springfield/Branson Regional Airport, MO	•	•		
St. Charles - Smartt Airfield, MO	•	•		
Farmington Regional Airport, MO	•	•		•
Hannibal Regional Airport, MO	•			•



ALLY FIELDS

GOVERNMENT AFFAIRS

IN-HOUSE FUNDING INSIGHTS

Ally serves as CMT’s Government Affairs Manager. She brings extensive experience and knowledge of federal funding programs, having served as a top policy adviser to a member of Congress. Ally is instrumental in not only seeking out, applying for, and drafting grant applications, but also in coalition building. She focuses her efforts on assisting clients in tackling funding challenges and providing strategic assistance. Among other things, she assists in identifying possible state and federal funding sources, grant writing, and outreach to elected officials.



PROJECT JUSTIFICATION AND FUNDING

CMT has an extensive track record of assisting airport clients in establishing financial plans, justification studies, and environmental documents that establish the purpose and need for important projects. Project justification is typically the least defined element in the process and thus many clients are not successful in achieving their development goals due to lack of guidance. The CMT Team offers extensive experience in project justification to assist clients in successfully competing for AIP discretionary and supplemental monies. Our experience gives us a deep understanding of the FAA funding system.

ADVANCING PROGRAMS THROUGH SUPPLEMENTAL FUNDING

Our experience gives us a deep understanding of both the state and FAA funding systems. We put this understanding to work for our clients, providing consistent guidance and involvement in every funding transaction, helping them get their fair share of the funding available.

FUNDING PROJECTS IN WHICH CMT PLAYED AN INSTRUMENTAL ROLE

Airport	Project	CMT Actions	AIP Funding
Fairfield County Airport Lancaster, OH	Reconstruct Taxiway D	Scope and cost estimate coordination with FAA throughout design, justification documentation	\$600,000 in 2 years
	Road Relocation	Funding booklet and numerous FAA meetings	\$960K in 1 year
Licking County Regional Airport, Heath, OH	Terminal Relocation and Parking Lot	FAA funding justification, grant application drafting, FAA coordination, financial plan	\$2.2M in 2 years
Rickenbacker International Airport, Columbus, OH	Taxiway Rehabilitation and MOS Improvements, Phase I	FAA funding coordination, scope change justification, expedite timeline, alternative development, MOS preparation	\$20M in 3 years
Fostoria Metropolitan Airport Fostoria, OH	Runway Extension	Funding booklet and numerous FAA meetings	\$800K in 2 years
Sidney City Airport Sidney, OH	Parallel Taxiway Construction	Financial plan and numerous FAA meetings	\$4M in 1 year
Lee’s Summit Municipal Airport Lee’s Summit, MO	Airfield Expansion Program	Programming, justification documentation, FAA meetings and grant assistance	\$47.7M in 15 years
Camdenton Memorial-Lake Airport, Camdenton, MO	Airfield Expansion Program	Programming, justification documentation, FAA meetings and grant assistance	\$9.7M in 10 years
Cape Girardeau Regional Airport, Cape Girardeau, MO	Pavement Rehabilitation and Maintenance	Additional Stimulus funding documentation, expedited timeline	\$1.5M in 1 year
Washington Regional Airport Washington, MO	T-Hangar Taxilane and Apron Reconstruction	Additional Stimulus funding documentation, expedited timeline	\$1M in 1 year
Dubuque Regional Airport Dubuque, IA	Conversion of Runway 18/36 to Primary Runway	Funding booklet and FAA funding meetings	\$13M in 3 years

LHQ

FAIRFIELD COUNTY AIRPORT

MULTI-YEAR CONSULTING SERVICES

CMT has been providing services under a multi-year contract with Fairfield County Airport since 2005. Key projects have included:

AIRFIELD PAVEMENTS CONSTRUCTION AND REHABILITATION

CMT designed and provided construction observation on numerous airside pavement projects, including pavement rehabilitation, a new midfield connecting taxiway and a run-up/hold pad. CMT also assisted in securing funding for these projects, from both FAA sources and Ohio Department of Transportation grants.

ELECTION HOUSE ROAD RELOCATION/ OBSTRUCTION REMOVAL

CMT designed and provided construction observation to relocate Election House Road. This project removed the existing road from the Runway Safety Area which allowed the Airport to reclaim its full length and obtain an LPV approach to the runway. Project included land releases, acquisition, drainage, earthwork, pavements, erosion control and security fencing.

NAVAID/ELECTRICAL IMPROVEMENTS

- Runway 10/28 LED Lighting Improvements
- Taxiway B LED Lighting Improvements
- Runway 10/28 LED PAPI Replacement

SECURITY IMPROVEMENTS

CMT designed, bid and provided construction observation to construct a terminal-area fencing project and access control system. The access control system was designed to be easily expandable with off-the-shelf products.

SPECIAL OBSTRUCTION SURVEYS, OBSTRUCTION MITIGATION, AND APPROACH DEVELOPMENT

CMT provided planning and design phase services for Special Obstruction Surveys, mapping the airspace in the vicinity of the airport to allow for much needed, vastly improved instrument approaches to the airport. Following that, CMT negotiated with the local utilities for the relocation of several above ground distribution lines, and identified neighboring trees for removal or trimming, further clearing the path to improved approaches. CMT coordinated with the FAA for WAAS-based GPS approaches to the airport achieving the lowest possible approaches considering the remaining obstacles near the airport beating their previous approach minimums by 200 feet or more.

TAXIWAY D REALIGNMENT

Project included the realignment of Taxiway D at Fairfield County Airport to meet FAA geometry criteria and correct a long overdue safety concern. The parallel taxiway was rebuilt to create a perpendicular intersection to Runway 10/28. Newly upgraded Federally owned NAVAID cables and structures crossing the proposed taxiway alignment path.

HANGAR/TERMINAL PLANNING AND DEVELOPMENT

CMT assisted with the funding and justification, alternative site development, as well as the design and construction observation for multiple building sites and projects. Terminal expansion and renovations, 6-Unit box hangars, 10-unit nested T-hangar and a 12-unit nested T-hangar.



ZZV

ZANESVILLE MUNICIPAL AIRPORT

MULTI-YEAR CONSULTING SERVICES

CMT has been providing consulting services to the Zanesville Municipal Airport since 2014. Key projects have included:

AIRPORT MASTER PLAN UPDATE

Situated strategically within a region experiencing growing corporate demand, CMT assisted Zanesville Municipal Airport in a thorough update of its Master Plan to align its trajectory with changing regional demographics and aviation demands. A central focus of this Master Plan update was a comprehensive review of the existing runway configuration and creating a compelling justification for extending the primary runway. Throughout the meticulous process of updating the Master Plan, CMT collaborated closely with the FAA and engaged with various stakeholders, including airport users, to ensure that a consensus was reached regarding the preferred runway length extension.

RUNWAY REHABILITATION

CMT assisted the airport in this important project to preserve the crosswind runway and its current size. CMT assisted in developing justification and support documents to secure funding for this pavement that FAA had declared no longer supported. The project "rehabilitated" the pavement with a joint report, crack sealing and surface course, reestablishing a 20 year useful life.

REHABILITATE MAIN RAMP

This multi-year project rehabilitated the main terminal ramp and tie-down area with new asphalt pavements. In addition, the ramp project corrected some long standing drainage concerns and adjacent building frontage problems. These improvements will allow for better traffic flow in peak times. Project phasing reduced impact to adjacent primary parallel

taxiway operations during the project.

SECURITY IMPROVEMENTS

CMT designed, bid and provided construction observation to construct a terminal-area fencing project. This fencing project was coordinated with the results and recommendations of the Wildlife Site Assessment to provide strategic fencing areas reducing unnecessary costs.

PAPI INSTALLATION & OBSTRUCTION MITIGATION

CMT provided planning and design phase services for replacement of the PAPIs at the Airport. In addition and in support to the same objectives, Obstruction Surveys and mapping the airspace in the vicinity of the airport to allow for much needed, improved instrument approaches to the airport. Following that, CMT identified specific neighboring trees for removal or trimming, further clearing the path to improved approaches. Significant coordination with FAA Facilities staff was accomplished.

LAND ACQUISITION

CMT worked with The City of Zanesville on property parcels identification in support of obstruction removal as well as proposed business park expansion and development. This proposed development was incorporated into financial plans required by FAA and the airport's business planning efforts to maximize funding and economic benefit.



WOOD COUNTY REGIONAL AIRPORT

MULTI-YEAR CONSULTING SERVICES

CMT has been assisting the Wood County Regional Airport (WCRA) since 2004. The WCRA operates on land owned by Bowling Green State University (BGSU) and the school is the largest tenant and fuel buyer for the Airport as part of its Aviation Institute. Key projects have included:

HANGARS AND SNOW REMOVAL EQUIPMENT (SRE) BUILDING

Following the completion of the new terminal building, the Airport Authority received a state grant for a Multi-Purpose hangar so that the Airport had a place to store mid-size corporate aircraft during inclement weather. CMT completed a site selection analysis that determined the best location was within the footprint of an old terminal/hangar. This hangar was demolished by the airport separately and CMT designed a new 8000-SF modern hangar, to be able to house larger aircraft. CMT completed the design and construction phase services for the construction of a new snow removal equipment building for the airport. The project was bid with an alternate for both steel and wood construction in order to maximize competition.

ESTABLISHMENT OF WAAS-BASED APPROACHES

CMT was contracted for a Special Obstruction Survey and Approach Development support. The accuracy of the elevation of objects in Airport approaches limited the approach minimums. CMT commissioned aerial orthography and developed the critical digital elevation model for objects in the approaches and submitted the FAA 405 survey data for both runways. At the request of the FAA CMT resubmitted the data in the new electronic

format and became the first consultant to have data accepted in this format and obtain the first WAAS-based approaches at a General Aviation facility in Ohio.

AIRPORT MASTER PLAN AND ALP UPDATES

CMT created an updated Master Plan that addresses the role of the Airport in meeting the present and future aviation needs for the Wood County area. BGSU, the primary airport landowner was planning for a new University Boulevard entrance that runs along the north side of the Airport however it conflicted with future growth at the Airport. CMT completed the Master Plan that accommodates University needs without impacting the Airport's growth.

PERIMETER AND SECURITY FENCING - PHASED INSTALLATION

CMT provided professional services for design, bid and construction observation services for the extension of the terminal area perimeter and security fencing, extending to the west and north, providing the first separation between public and limited access airport areas. This enclosed the T-Hangar for the first time while providing 24-hour access with automatic gates and controls.



SIDNEY CITY AIRPORT

MULTI-YEAR CONSULTING SERVICES

CMT has been providing consulting services to the Sidney City Airport since 2004. In that time CMT has assisted the airport on numerous planning, engineering and construction projects, including the following:

PARALLEL TAXIWAY CONSTRUCTION

CMT finalized the design for the partial parallel taxiway to Runway 10/28, extending from Runway 5 to the east end of Runway 28, an endeavor involving a 10-foot-tall, 24-foot-wide three-sided box culvert. CMT secured environmental permits and crucial grant funding for the project. These funding efforts involved extensive coordination and justification discussions with airport users and tenants, ensuring comprehensive documentation.

AIRPORT MASTER PLAN/ALP UPDATE

CMT completed an Airport Master Plan and ALP Update for the airport. The main focus of the document was to address the need for a longer primary runway to serve the based corporate aircraft. The final approved ALP shows shifting the existing primary runway approximately 1,400 feet to the east to remove the houses from the Runway Protection Zone.

RUNWAY SHIFT & EXTENSION

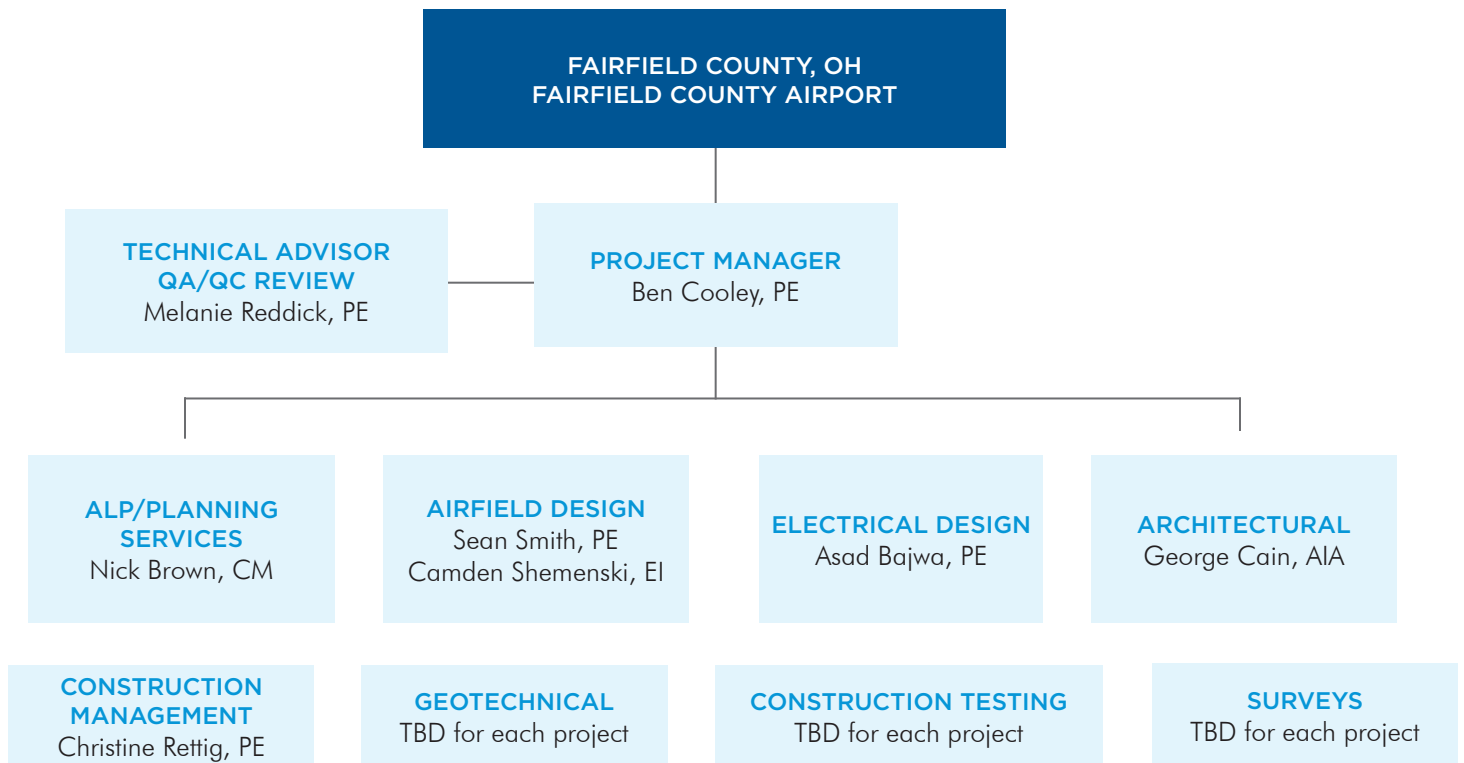
CMT assisted the airport in this important project to shift the primary runway to the east so that the Runway Protection Zone was shifted and no longer included a residential subdivision. The project also included a runway extension of approximately 265 feet, bringing a total length of 5,000 feet. CMT completed the Environmental Assessment and approximately 60 acres of land acquisition that was required. CMT also worked with the airport to secure discretionary funding to complete construction of this project.

“CMT handled all phases of the project. I could only hope that all of our projects would go as well as this one did.”

-Jerry Alexander



ORGANIZED FOR PERFORMANCE



Education:
BSCE

Years Experience: 22

BENJAMIN COOLEY, PE

PROJECT MANAGER/AIRFIELD DESIGN

Ben Cooley's project experience includes aviation projects. He has also conducted soils and concrete tests for a variety of projects. In addition, he has experience in land acquisition and environmental assessment projects.

FAIRFIELD COUNTY AIRPORT, LANCASTER, OH

- Resident Engineer on two hangar development projects. Projects consisted of constructing one 10-unit T-hangar, one 12-unit T-hangar, and six box hangars and associated sitework.
- Resident Engineer for terminal apron rehabilitation project. Project consisted of 7,000 square yards of pavement milling and asphalt overlay.
- Design Engineer on obstruction removal project. Project consisted of trimming and removal of tress from aircraft approach surfaces.
- Resident Engineer on land acquisition project. Project consisted of acquisition of 4 parcels totaling 28 acres adjacent to airport property for future development.
- Design and Resident Engineer for midfield connecting taxiway. Project consisted of earthwork, drainage marking, airfield lighting and bituminous paving.

SIDNEY MUNICIPAL AIRPORT, SIDNEY, OH

- Design and Resident Engineer for runway shift and extension project.
- Design Engineer for road closure and runway safety area improvements.

CINCINNATI WEST AIRPORT, HARRISON, OH

- Design and Resident Engineer for Terminal Site Development Project. Project consisted of construction of 3 new taxilanes and hangar approach pavement.



Education:
BSCE

Years Experience: 24

MELANIE REDDICK, PE - TECHNICAL ADVISOR QA/QC

Melanie brings 24 years of experience in aviation, civil/site, and transportation engineering design. During this time, she has worked on many diverse projects including airport planning and design, civil/site design for both new and redeveloped sites, and roadway design ranging from local streets to interstates. Melanie has led many successful airport projects, such as terminal expansions, apron expansions, runway rehabilitations, and new taxiway constructions. She has also been involved in several airport planning projects including master planning and ALP updates. Melanie is self-motivated and detail-oriented, putting client satisfaction first.

FAIRFIELD COUNTY AIRPORT, LANCASTER, OH

Master Drainage Plan

Project Manager for the Master Drainage Plan project which reviewed all drainage systems, wetlands, ditches, culverts, and other stormwater conveyances on over 280 acres of airfield and adjacent properties. Future airport developments analysis was also completed to develop the future needs for detention to meet water quantity and quality requirements. Reviewed and coordinated of floodways present on the airport property to provide solutions to future adjacent development needs.

WOOD COUNTY REGIONAL AIRPORT, OH

Taxiway B Extension and New Taxiway B Bypass

Project Engineer for a full-depth extension of Taxiway B and a Taxiway B Bypass to avoid head-to-head taxiing operations and congestion during busy flight days. Both projects included excavation, erosion control, crushed aggregate, asphalt pavement, airfield marking, subsurface/surface drainage, grading, seeding, electrical improvements, and bid and construction administration phase services.



Education:
BSCE, MSCE

Years Experience: 23

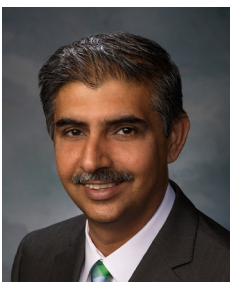
SEAN SMITH, PE, CM - AIRFIELD DESIGN

Sean serves as a project manager with CMT. His assignments have included pavement design, geometrics, grading, phasing, and preparation of plans and specifications, which included cost estimates for new and reconstructed runways, taxiways, and aprons. Sean began working with CMT as a resident engineer and has been with the company for over 23 years.

FAIRFIELD COUNTY AIRPORT, LANCASTER, OH

SWAT Storage Facility

Project Manger and Lead Site Civil Design Engineer for the design of a new SWAT Storage Building for the Fairfield County Sheriff's Department. To ensure the new facility would be ready for occupancy prior to the end of the lease at the previous storage facility, the design schedule was compressed to leave as much time as possible for procurement and construction. Plans were delivered on time, with an option for a timber structure and a pre-engineered metal building bid alternative. The site offered numerous challenges, including a congested utility corridor and a sharp drop-off in grade at the southeast corner of the new building. Sean was also involved in construction administration, including project meetings and site visits, and was proactive in solving issues during construction to keep the project moving. The \$1.9M facility was available



Education: BSEE,
MSEE

Years Experience: 29

ASAD BAJWA, PE

ELECTRICAL DESIGN

With CMT since 1994, Asad Bajwa has progressive responsibility and has served as project manager, project engineer, designer and has specific experience related to the installation of airfield lighting systems including NAVAID systems, high intensity runway lighting, runway approach lighting, taxiway lighting, runway centerline and touchdown zone lighting, taxiway centerline lighting, runway hold line and runway guard lights.

FAIRFIELD COUNTY AIRPORT, LANCASTER, OH

Master Drainage Plan

Project Manager for the Master Drainage Plan project which reviewed all drainage systems, wetlands, ditches, culverts, and other stormwater conveyances on over 280 acres of airfield and adjacent properties. Future airport developments analysis was also completed to develop the future needs for detention to meet water quantity and quality requirements. Reviewed and coordinated of floodways present on the airport property to provide solutions to future adjacent development needs.



Education: BSCE
Years Experience: 11

CHRISTINE RETTIG, PE

CONSTRUCTION MANAGEMENT

Christine serves as Project Manager and Design Engineer providing planning, design, cost estimating, and construction inspection services for projects at multiple Ohio airports

FAIRFIELD COUNTY AIRPORT, LANCASTER, OH

Runway Lighting Rehabilitation and Taxiway B Lighting

Project Engineer for the design, bid and construction phase services for the replacement of all existing taxiway lighting on the airfield with new cable and cost saving LED taxiway edge lights.

Taxiway D Realignment

Project Engineer for the design services on the Taxiway D realignment project. The project reconstructed Taxiway D to meet FAA compliant intersection angles and improved the safety and efficiency for aircraft operations.



Education:
BS, Aviation
Management
Years Experience: 19

NICK BROWN, CM

ALP/PLANNING SERVICES

With over 19 years of experience as an airport strategic and master planner, Nick assists airports with planning needs and major capital improvement programs by providing innovative, forward thinking solutions to a wide range of challenges.

FAIRFIELD COUNTY AIRPORT, LANCASTER, OH

Master Plan & ALP Update

Lead Planner to update the Airport's Master Plan to address growing demand at the airport. Runway Safety Area issues were on the existing constrained runway, resulted in the recommendation for a new runway. Conceptual alternative layouts and order of magnitude cost estimates were developed for the various airside and landside facility needs to satisfy existing and projected aviation needs. In addition, concepts were developed and evaluated for land use prioritization (aeronautical & non-aeronautical) to provide a comprehensive view of various development options/impacts.



Education:
BS, Architecture
Years Experience: 31

GEORGE CAIN, AIA

ARCHITECTURE

George brings over 30 years of architectural experience. He and the CMT architectural staff pride themselves on providing our aviation clients with practical and functional buildings that are sensitive, contextually to their surroundings and economically to their budget.

CENTRAL ILLINOIS REGIONAL AIRPORT, BLOOMINGTON

Architect for 30,000 s.f. snow removal equipment storage building,
Provided new airport rescue and firefighting facility (ARFF) architectural review.

ABRAHAM LINCOLN CAPITAL AIRPORT, SPRINGFIELD, ILLINOIS

- Twelve unit T-hangar and four unit corporate hangar
- Security system evaluation and upgrade

DEMONSTRATED PROJECT UNDERSTANDING

Together, CMT and the Fairfield County Airport have completed many successful projects, and we continue to be the right choice as a consulting partner to help you achieve maximum value

Fairfield County Airport (LHQ) is an important reliever airport in the central Ohio area. LHQ serves a fast-growing county and region, serving small single engine piston aircraft as well as larger twin engine and jet corporate aircraft that serve the businesses in Lancaster, Fairfield County and surrounding areas. CMT has served growing reliever airports throughout the Midwest for over three decades. We understand the needs and nuances of reliever airports and have been very successful as their partners in achieving their goals.

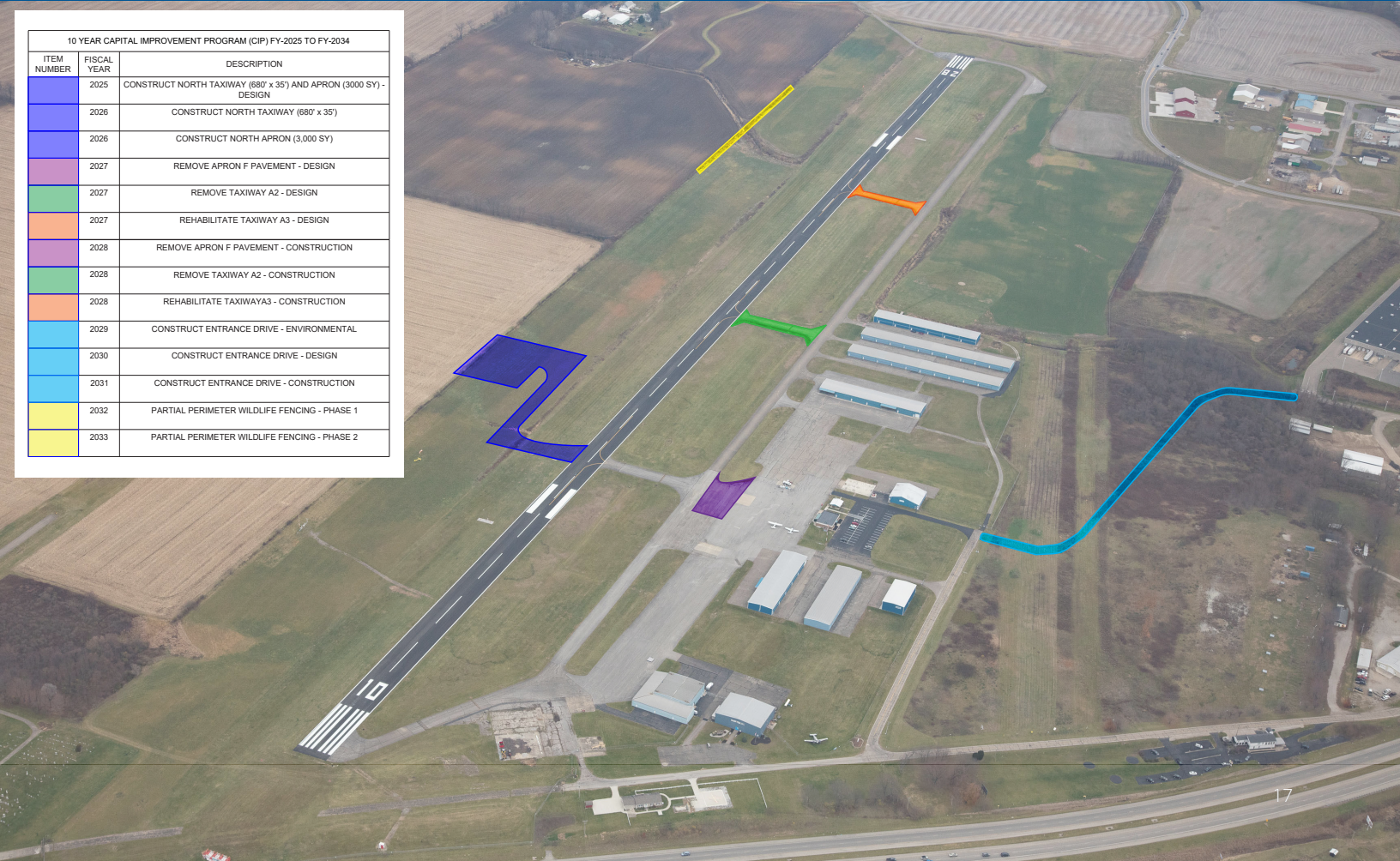
Our Ohio-based CMT staff are very familiar with LHQ, having served as your retained consulting engineer for over a decade. Together we have completed many successful projects and continue to be the right choice as a consulting partner to achieve maximum value for the Fairfield County Airport in the coming years.

Because of this familiarity, we can best help you address the important development challenges you face, several of which we have included in the following pages. Each area we have specifically chosen to highlight your needs, desires, goals and futures.

Upcoming rehabilitation projects include runway, taxiway and apron pavements.

LHQ FUTURE ENDEAVORS

10 YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2025 TO FY-2034		
ITEM NUMBER	FISCAL YEAR	DESCRIPTION
	2025	CONSTRUCT NORTH TAXIWAY (680' x 35') AND APRON (3000 SY) - DESIGN
	2026	CONSTRUCT NORTH TAXIWAY (680' x 35')
	2026	CONSTRUCT NORTH APRON (3,000 SY)
	2027	REMOVE APRON F PAVEMENT - DESIGN
	2027	REMOVE TAXIWAY A2 - DESIGN
	2027	REHABILITATE TAXIWAY A3 - DESIGN
	2028	REMOVE APRON F PAVEMENT - CONSTRUCTION
	2028	REMOVE TAXIWAY A2 - CONSTRUCTION
	2028	REHABILITATE TAXIWAY A3 - CONSTRUCTION
	2029	CONSTRUCT ENTRANCE DRIVE - ENVIRONMENTAL
	2030	CONSTRUCT ENTRANCE DRIVE - DESIGN
	2031	CONSTRUCT ENTRANCE DRIVE - CONSTRUCTION
	2032	PARTIAL PERIMETER WILDLIFE FENCING - PHASE 1
	2033	PARTIAL PERIMETER WILDLIFE FENCING - PHASE 2





NAVIGATION GEO-POLITICAL CHALLENGES FOR AIRPORTS AND SPONSORS

CMT has a history of assisting Airports, Airport Sponsors and Airport Stakeholders in navigating turbulent waters, identifying opportunities for creative solutions, building collaboration and gaining a consensus amongst stakeholders. We have assisted airports sponsors in pursuing new ownership models and managements structures that streamline an airport for today and tomorrow’s business climates, with the purpose of preparing the airport to serve its best and highest purpose, serve as an asset for economic growth and support jobs in the community.

Over the past decade the Fairfield County Airport Authority has remained a driving force for the airport. CMT will continue to be your chosen team resource to provide guidance. CMT recommends growth through smart business driven decisions, and we have been successful with leading other Ohio Airport with development of these planning reports. One proposed project which remains a desire would be to relocate all the airfield electrical equipment currently inside the terminal to a purpose building airfield electrical vault.

PROJECT JUSTIFICATION & FUNDING

CMT has an extensive track record of assisting clients in establishing financial plans, justification studies or environmental documents that help establish the purpose and need for important projects. Like Fairfield, CMT has successfully assisted other Ohio clients like Fostoria, Sidney and Putnam County in obtaining apportionment and discretionary funding to complete large projects on their runways. We would be excited to discuss this further and explore how our dedicated and seasoned airport staff can help your airport achieve similar success. These times where needs often outstrip resources make having a knowledgeable, experienced and dedicated consultant working with you, very helpful to achieve the goals you have for your area businesses and airport users.

As the dynamics of local, county, state and FAA funding continue to change, CMT has been able to provide proactive goals and opportunities for continued airport funding and support on all levels.

BEST VALUE SOLUTIONS TO PAVING PROJECTS

CMT is a technical leader in pavement rehabilitation and design. Our Staff remains involved, through various industry groups and committees focused on general aviation facilities, and particularly pavements. CMT has brought this technical expertise to airports like Fairfield County for over 70 years. We do not provide a boiler plate solution to your paving needs. We evaluate the conditions of your airport and each project and develop a strategy that balances the needs and funds available to the airport to ensure the BEST VALUE is obtained. Again, as needs can often outstrip available resources, developing a technically based implementable plan to keep your pavements and facilities in their best possible condition with the resources available makes good sense.

Ongoing management of your pavements and their maintenance is key to developing a valuable schedule, cost estimate and funding system for future pavement projects. Rehabilitation of taxiway and apron pavements.





AIRPORT LIGHTING & NAVIGATIONAL AIDS

CMT's experienced airfield and electrical engineers have extensive experience to address the industry change to LED lighting at airport facilities. Having accomplished scores of projects converting airfield, facility and navigational equipment to more cost efficient, long lasting LED lighting, CMT is prepared to assist you in your future projects addressing all remaining conversions, changes and upgrades to these cost-effective improvements. CMT has recently completed projects at Fairfield County Airport, Wood County Regional Airport and Rickenbacker International Airport in LED lighting and navigational aids.

CMT has been able to finalize the completion of the full conversion of all runway and taxiway light fixtures to LED. Currently all your needs are met, however we strive to stay up to date on existing and future technologies for implementation at LHQ.

INSTRUMENT APPROACH PROCEDURE (IAP) DEVELOPMENT

The addition of an instrument approach at a given airport can greatly enhance its value to the aviation community. Moreover, the access afforded by an instrument flight procedure under a wide variety of meteorological conditions can be a catalyst for increased aeronautical activities. Historically, most flight procedures have been based on terrestrial navigational aids (NAVAIDs) requiring a considerable investment in equipment and resources. However, with the proliferation of Global Positioning System (GPS) technologies, the infrastructure required to support traditional ground-based facilities is no longer necessary in obtaining an instrument approach.

CMT's knowledge and experience with this important aspect of airport development allowed the relocated Election House Road and reclaimed runway to open without the gap of lost procedures, ensuring continued operations use by the areas' businesses that count on you being a reliable dependable facility. CMT has a solid track record in Approach Procedure Development Support.

In addition, CMT's years of experience providing the information and support obtained the lowest and best approach minimums of any Ohio GA airport.

CONSTRUCTION PHASE SERVICES

Construction phase services provided by CMT feature our company's flexibility to tailor the range and scope of services to suit each airport's needs. Services provided usually begin following the project conception and design services and conclude following the contractor's completion and acceptance of the project. We believe our construction phase services will contribute to a well-documented, well-communicated, and overall well-managed project.

- Assistance at preconstruction meetings
- Interdisciplinary review of shop drawings and other contract submittal data
- Tracking of material certifications
- Constructability review
- Cost and schedule review and analysis
- Evaluation of deviations and substitutions from contract requirements
- Preparation of Independent Cost Analysis for proposed change orders

- Field measurements and documentation of installed and accepted quantities
- Preparation of daily construction reports
- Attendance at weekly progress/coordination meetings
- Attendance at final inspection
- Record drawing preparation
- Assistance with grant closeout documentation

CMT's proactive approach during construction and collaborative approach with contracting teams results in fewer unforeseen complications and less operational disruption to airport users.

MASTER PLANS AND UPDATES & AIRPORT LAYOUT PLANS

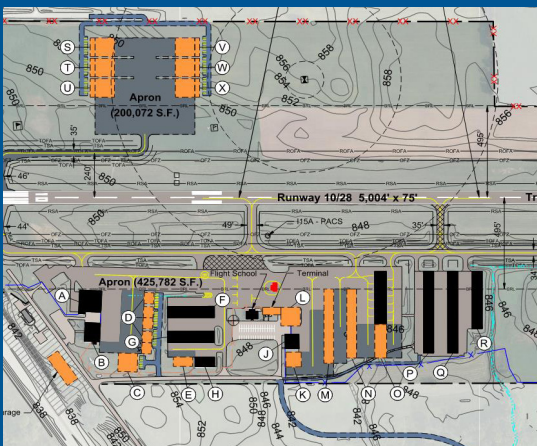
Whereas an airport's Master Plan has often been likened to the biography and vision, the Airport Layout Plan is the road map to the future. As a direct result of the comprehensive study and visioning, the resulting layout plan represents the graphic representation of the airport's current, near term and ultimate development towards achieving the desired vision of the City and Airport.

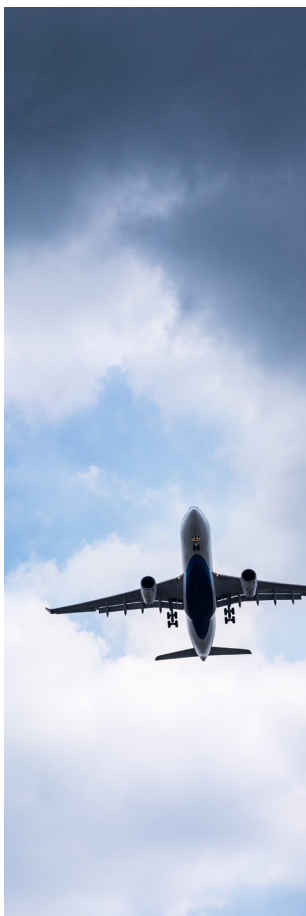
CMT assisted with the recent completion of the Master Plan and ALP Updates, which has set the airport on a trajectory to continue to work to develop the land already owned. Additional hangar layouts and planning efforts will be required to layout and design future hangar development needs.

ENVIRONMENTAL DOCUMENTATION

Clearing the way for any major airport project requires environmental review, documentation, and permitting. Whether a categorical exclusion or Environmental Assessment (EA), these enabling actions are important to achieve approvals and clearances to acquire land, extend a runway, and construct a taxiway or eliminate airspace obstructions. Wildlife Hazard Assessment and reporting has topped the FAA's list of environmental actions to be addressed at General Aviation airports across the nation. CMT has partnered with certified wildlife experts to ensure reporting both environmentally and airport friendly. CMT will work with the Airport to ensure that the appropriate documentation is submitted on a case-by-case basis to keep costs low and ensure projects are completed seamlessly, without interruption.

CMT's environmental and project staff will respond to the expect challenges surrounding LHQ. Primarily we anticipate future development on the north side of the airfield to require significant efforts to seek approvals due to wetland and floodplain restrictions. The east runway RPZ grading and drainage continue to be coordinated with Fairfield County Soil and Water staff.





PROJECT AND PROGRAM MANAGEMENT TECHNIQUES

CMT's philosophy for completing projects is to provide outstanding professional aviation planning services to deliver successful projects that exceed the client's expectations. CMT will strive to be an extension of your current staff. To this end, we are committed to client satisfaction and developing a long-term relationship with the City of Cameron staff.

CMT SERVICE APPROACH

Formed on the foundation of our values and culture and translates into excellent customer service.

CMT MANAGEMENT APPROACH

Reflects the structures, systems, processes and, more importantly, the people that deliver quality projects on time and on budget.

CMT TECHNICAL APPROACH

When specific project assignments occur, CMT develops an approach that highlights project challenges and identifies key steps, while proposing methods or innovations that could bring value, minimize costs, and/or minimize disruption. We follow a Project Management Manual, established to promote Project Delivery for the client, and management criteria for internal project performance.

In short, our approach is simple really: Solutions must be affordable, sustainable and generate the highest return on investment.

SERVICE APPROACH

CREATIVE PLANNING SOLUTIONS THAT BALANCE ASSET VALUE WITH YOUR BOTTOM LINE

Airports are faced with increasing challenges to maintain infrastructure for the long term, while dealing with the immediate constraints of limited funding. Airports must continue to do more with less. CMT helps airports achieve the best value for every dollar planned through an overall asset management approach/philosophy. CMT is well regarded within the airport community as a leader in aviation planning services focused on holistic solutions. Our design and planning staff have a depth of experience built on over 100+ airports. In addition, we bring to the Airport staff our systematic approach based on our expertise in supporting airport management through comprehensive services we have been providing for many years to airports of all sizes. Our experiences at other airports contributes to our resume as well as challenges us to review and improve our processes and project delivery.

YOU WILL HAVE ACCESS TO BREADTH AND DEPTH OF RESOURCES

CMT has built its business on the ability to provide a wide range of customary and value added services for airports. In addition to our aviation planning group, CMT brings a full range of design, programming and funding, environmental processing, architectural, and ancillary airport development services. Our team brings a wealth of professional talent and experience to the airport management team. We pride ourselves on bringing new idea, new insights and experience from other airport facilities across the region and nation to our clients.

Our clients have found that continuity and stability brings them peace of mind and the best value for project funding.

YOU WILL EXPERIENCE CONTINUITY AND CONSISTENCY

A stable and consistent team can provide economical solutions because they're looking beyond just that one project. Company-wide, our airport project managers have an average tenure of 18 years, a distinction that can be attributed to our firm's culture and value system. These values are reflected in our approach to client development, where we focus on long-term relationships.

Since 1946, CMT remains the engineer of record for over 85% of the 72 airport clients who selected us and now have us on a multi-year arrangement. Many of our clients have found that in addition to the peace of mind that the strength of our years of experience and leadership brings, it results in the best value for project funding.

WE MAKE THINGS EASY FOR YOU WITH TURN-KEY PAPERWORK AND FORMS

Running an airport with a streamlined staff is hard work and oftentimes requires management to wear "multiple hats." CMT will be an extension of your staff. Items that you receive from us - be it a project application, letter to MoDOT, or permitting paperwork - will be complete and ready for signature. We will make sure that you are always fully informed, but when it comes time to process paperwork, we will handle the details and allow you to conduct your business in as smoothly as possible.

YOU WILL HAVE AN ADVOCATE

Our success with multi-year airport relationships is in great part due to the level of effort we put forth to promote client's programs and projects. Whether it is an issue of justification, funding strategies or standards related issue, CMT will represent your interests in a most professional way. We bring excellent credibility and working relationships with the FAA Great Lakes Region. Our reputation reaches up to the national level as well with FAA in Washington DC. We will advance your program objectives with the various stakeholders who play a role in your airport's program. We encourage you to talk with our airport clients to hear how hard we work on their behalf.

YOU WILL EXPERIENCE HIGHLY RESPONSIVE SERVICE

Getting it done. In the end, this is what it all adds up to. How do we do it? Great project managers, responsiveness, values, work processes, and a culture of continuous improvement and innovation: all are key to our exceptional project delivery. Our greatest endorsement, however, comes from our clients, who continue to select CMT for our responsive service and delivery, as well as our ownership of our products and corrective actions. The ability to mobilize the right staff to meet aggressive schedules is key to our reputation for delivering fast-track projects so often driven by time-sensitive funding opportunities. As a supportive partner, we will do what it takes to get the job done and keep progress moving forward.





BEN COOLEY, PE
PROJECT MANAGER

Our Aviation Business Unit is organized in a way that fosters a teamwork culture that rises collectively to the occasion to support client goals, regardless of how ambitious. This agility is a real area of pride for CMT.

MANAGEMENT APPROACH

ORGANIZATION AND TEAM MANAGEMENT:

Ben Cooley, PE will provide your airport and Authority board members with a strong advocate and highly-experienced Program and Project Manager. He will be the primary point of contact and person responsible for the delivery of all projects to the airport. Ben will continue to work together to promote project delivery. Both will be supported by a strong experienced in-house staff as well as the strength of our sub-consultant partners chosen for their expertise. We will engage our team members at all levels to contribute to project completion through meaningful scopes of work.

COMMUNICATION

CMT will communicate frequently with you and will be proactive in bringing opportunities and issues to your attention. We believe in being available at all times to our clients. We think about and are as concerned about your projects as you are. Knowing that a person cannot be available each moment of every day, we do commit to being available via phone or e-mail or text or whatever means you prefer. We strive to quickly respond to acknowledging your request. Furthermore, we have a deep bench of talented staff available to you. You will be provided your team's contact information and are encouraged to reach out to any one of them, who understand the your demand for responsiveness and "need it now" support.

We also offer web-based project collaboration platforms that promote project efficiency, information distribution and communication among internal and external team members. Platforms such as Civil3D and SharePoint provide organized access to project documents, project calendars, contacts and assigned responsibilities.

Such project information can be available 24/7 on any web connected computer, where the user has been given the necessary rights. You can expect a high level of confidence and security in that all project information will be located in one place and, as such, real time information will always be available.

COST & SCHEDULE CONTROL:

CMT has a project management process intended to keep project delivery within budget and on schedule. Our organization is built up-on a strong project management culture where achieving these goals is of utmost importance. Our performance record can be verified by the significant amount of repeat work we earn from our clients. Our firm's size allows CMT management to remain actively involved in projects, from contract initiation to final completion.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM:

The CMT team is continuously looking for better ways to solve problems and to provide high quality services and deliverables. CMT has a formal process to foster Continuous Quality Improvement (CQI). CQI encourages team members to seek improvements to the way we work and serve our clients. The objective is to improve each component and thereby the overall performance and quality of the entire project delivery process. One example of this process is CMT's quality control/quality assurance procedures.

An important component of our QA/QC program is an annual Lessons Learned process to identify areas to improve what went wrong and/or delivery issues. Hand-in-hand with that process is the Client Satisfaction visit and our formal "Continuous Improvement Project (CIP)" process that focuses on specific meaningful improvements or updating of project performance and delivery activities.

PROVEN ABILITY TO MEET SCHEDULES & BUDGETS

“I could go on and on with all the reasons we are always pleased at another opportunity to work with you... It is a relief to know we will be in your hands.”

Michael Roper, retired Airport Manager, Charles B. Wheeler Downtown Airport

CMT’s ability to deliver quality projects for our airport clients in a timely manner over the past 70 years is the result of our commitment to exceptional customer service. CMT’s approach to Schedule & Budget Control is based on:

COST & SCHEDULE CONTROL

CMT has a project management process intended to keep project delivery within budget and on schedule. Our organization is built up on a strong project management culture where achieving these goals is of utmost importance. Our performance record can be verified by the significant amount of repeat work we earn from our clients. Our firm’s size allows CMT management to remain actively involved in projects, from contract initiation to final completion.

FAA COORDINATION

Much of CMT’s success can be traced to the proactive approach we take to coordinating clients’ plans and projects with the FAA. We maintain excellent working relationships with the Central Region staff and invite them to the table early on in the planning process. This minimizes risk of schedule slippage when documents are submitted for review.

STAFF AVAILABILITY

The CMT team has a deep bench of over 75 aviation-focused individuals with a broad distribution of skills and responsibilities. The CMT team is readily available and provides confidence that your project will be in good hands.

RESPONSIVE SERVICE

CMT has an excellent reputation for responsiveness. Whether communicating remotely or in person, CMT will be accessible 24/7.

9.4

OUT OF 10

CMT CLIENT SATISFACTION

Average Score, past 3 years

MEETING SCHEDULES & BUDGETS

Through our Client Satisfaction Improvement Process (CSIP), CMT has been formally measuring our performance through our clients for nearly 20 years. Our average scores over the last three years indicate a high level of performance on meeting schedule, budget, and communication expectations.

SCHEDULE SCORES

- 9.0** Respond in a timely manner?
- 9.7** Follow through on commitments and promises?
- 9.6** Complete assignments on time?

BUDGET SCORES

- 9.4** Demonstrate sensitivity to construction?
- 9.3** Demonstrate sensitivity to engineering/design?
- 9.4** Submit clear & accurate invoices in a timely manner?

COMMUNICATION SCORES

- 9.8** Listen to you?
- 9.7** Effectively communicate?
- 9.6** Keep you informed?
- 9.6** Meet your needs?

REFERENCES

SCOTT BROWN

Public Service Director
City of Zanesville
401 Market Street
Zanesville, OH 43701
740.455.0630 ext 8
scott.brown@coz.org

JAMIE WEIDNER

President
Wood County Regional Airport
1261 E. Poe Road
Bowling Green, Ohio 43402
419.350.3290
jflymooney@buckey-express.com

GREG UNVERFERTH

Authority President
Putnam County Airport
Authority
10218 Township Rd 5H
Ottawa, OH 45875
419.523.3910
gregu@unverferth.com

JON CRUSEY

Public Works Director
City of Sidney
201 West Poplar St.
Sidney, OH 45365
937.498.8141
jcrusey@sidneyoh.com



AMERICAN ASSOCIATION
OF AIRPORT EXECUTIVES



AIRPORT CONSULTANTS COUNCIL



County Engineers
Association of Ohio



OHIO REGIONAL BUSINESS AVIATION ASSOCIATION



ASSOCIATIONS & ORGANIZATIONS

Professional associations and organizations are important in our industry. From networking to industry knowledge, the benefits of these associations are priceless. Within Ohio, CMT has been a member of the Ohio Aviation Association for over 14 years and actively serving on the Board of Directors for over six years.

We also maintain and improve our aviation industry knowledge by taking an active role in other aviation industry organizations. This helps ensure that our clients will benefit from the latest technological and policy changes in the field. CMT is a member of the Airports Council International (ACI), the American Association of Airport Executives (AAAE), the Airport Consultants Council (ACC), and various smaller aviation organizations. Additionally, to be aware of and remain familiar with changes to standards and policies, CMT personnel consistently attend industry organization, FAA regional and state aviation conferences.

RELEVANT ASSOCIATIONS/ORGANIZATIONS

- American Association of Airport Executives
- Airport Consultants Council
- Airports Council International
- Aviation Association of Indiana
- American Institute of Architects
- American Planning Association
- American Society of Civil Engineers
- County Commissioners Association of Ohio
- County Engineers Association of Ohio
- National Association of Environmental Professionals
- Ohio Regional Business Aviation Association
- Transportation Research Board

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CMT - Jon Kochis

Attachment F – Evaluation Form

Requirements	N	Y
Response to Performance Criteria		X
Bid Form completion		X
Evaluation	Points for Each Category	Score
Qualifications and Experience of the Firm	30	30
Qualifications of the Project Team	30	30
Project Understanding	20	30
Ability to meet Schedules and Demands	10	28
References	10	30
Total Points out of 100		98

John S. Smith CMT

Attachment F – Evaluation Form

Requirements	N	Y
Response to Performance Criteria		
Bid Form completion		
Evaluation	Points for Each Category	Score
Qualifications and Experience of the Firm	30	30
Qualifications of the Project Team	30	30
Project Understanding	20	20
Ability to meet Schedules and Demands	10	10
References	10	10
Total Points out of 100		100

2024 Airport Master Consulting Services Attachment F – Evaluation Form

Requirements	N	Y
Response to Performance Criteria		X
Bid Form completion		X
Evaluation	Points	for Each Category Score
Qualifications and Experience of the Firm	30	30
Qualifications of the Project Team	30	25
Project Understanding	20	20
Ability to meet Schedules and Demands	10	10
References	10	5
Total Points out of 100		90

**Fairfield County Airport Authority
Board Meeting, October 14, 2024**

Engineer's Summary Report

1. FY 21 FAA AIP Grants
Master Plan – Documents, complete. Grant closeout underway.
2. FY 23 FAA AIP Grant - Master Drainage Report
CMT and County working on grant closeout. **LOMR scope and fee being prepared.**
3. OH FY 22 State grant – Obstruction Removal (East).
 - a. East End - Phase 2 – On hold, check up every few months.
4. OH FY 23 State grant – West Obstruction Removal.
 - a. March 21, 2024 publication of the updated approach with night operations restored. **Grant closeout submitted.**
5. OH FY 24 State grant – Runway 28 RSA Clearing
 - a. Removal of Election House Road and RSA grading.
 - b. **Working with contractor to remark and reopen the runway Oct 22 to match up with crackseal work. No confirmation yet on this schedule.**
 - c. **Pay App #2 has been approved and is ready for payment.**
6. FY 24 FAA AIP Grant – Runway 10/28 Crackseal
 - a. Grant application submitted and revised. Pending grant agreement to proceed with work. Draft contract prepared and ready for contractor review.
 - b. **Anticipated work date Oct 22. One day anticipated runway closure, allowed 2 if needed.**
7. FY 24 FAA AIP Grant – Apron and Taxiway Rehab/Hangar Development (County funded)
 - a. Contract with Setterlin complete. **Submittal reviews ongoing.**
 - b. **Schedule for work start late October.**
8. FY 25 FAA ATP Grant application
 - a. Grant application submitted prior to July 31 deadline. Anticipate announcement late 2024.
9. Action Items:
 - a. Review and approve Pay App #2 for Election House Road removal project.

10 YEAR CAPITAL IMPROVEMENT PROGRAM (CIP) FY-2026 to FY-2035

Item #	Description	Fiscal Year	Total Cost	Entitlement	Apportionment Discretionary	Infrastructure Funds	State Non-FAA	Local	Remarks/Item Justification
<div style="display: flex; justify-content: space-between;"> \$150,000/year \$159,000/year </div>									
	Construct North Taxiway (680' x 35') and Apron (3,000 SY) - Environmental	25	\$175,000	\$166,250				\$8,750	
	Install AVIOS III	S26	\$300,000				\$285,000	\$15,000	NWS-NOAA Owned ASOS equipment
1A	Construct North Taxiway (680' x 35') - Design	26	\$50,000	\$47,500	\$0		\$0	\$2,500	
1B	Construct Apron (3,000 SY) - Design	26	\$25,000	\$23,750	\$0		\$0	\$1,250	
	Construct Entrance Drive	TBD	\$2,500,000					\$2,500,000	Proposed Ohio State Capital Funding
2A	Construct North Taxiway (680' x 35')	27	\$500,000	\$450,000	\$0		\$25,000	\$25,000	
2B	Construct North Apron (3,000 SY)	27	\$400,000	\$0	\$0	\$306,247	\$0	\$93,753	
3A	Remove Apron F Pavement - Design	28	\$30,000	\$27,000	\$0		\$1,500	\$1,500	Connecting Taxiways - Remove direct apron access
3B	Remove Taxiway A2 - Design	28	\$40,000	\$36,000	\$0		\$2,000	\$2,000	
3C	Rehabilitate Taxiway A3 - Design	28	\$35,000	\$31,500	\$0		\$1,750	\$1,750	
4A	Remove Apron F Pavement - Construction	29	\$60,000	\$54,000	\$0		\$3,000	\$3,000	
4B	Remove Taxiway A2 - Construction	29	\$140,000	\$128,000	\$0		\$7,000	\$7,000	
4C	Rehabilitate Taxiway A3 - Construction	29	\$160,000	\$39,000	\$105,000		\$8,000	\$8,000	
5	Construct Entrance Drive - Environmental	30	\$150,000	\$135,000	\$0		\$7,500	\$7,500	If not Ohio State Capital Funded
6	Construct Entrance Drive - Design	31	\$100,000	\$90,000	\$0		\$5,000	\$5,000	
7	Construct Entrance Drive - Construction	32	\$2,000,000	\$230,070	\$1,569,930		\$100,000	\$100,000	
8	Partial Perimeter Wildlife Fencing - Phase 1	33	\$250,000	\$150,000	\$75,000		\$12,500	\$12,500	North Side Property Line
9	Partial Perimeter Wildlife Fencing - Phase 2	34	\$250,000	\$150,000	\$75,000		\$12,500	\$12,500	North Side Property Line
10	TBD	35	\$0	\$0	\$0		\$0	\$0	

Beacon?, Future ODOT projects?

**Form of
CONTRACT AGREEMENT
Fairfield County Airport**

THIS AGREEMENT, made as of September 9, 2024 is

BY AND BETWEEN
the OWNER: Fairfield County Airport Authority, Ohio
and the CONTRACTOR: American Pavement Solutions Inc.
1455 Gruber Road
Green Bay, WI 54313

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Fairfield County Airport, Carroll, Ohio, generally described as follows;

CRACKSEAL RUNWAY 10/28

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$40,200.00

(Amount in Numerals)

Forty thousand two hundred dollars and no cents

(Amount in Written Words)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 2 Calendar Days of the commencement date stated within the Notice-to-Proceed with phasing as detailed in the Plan Sheets.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$200.00 per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

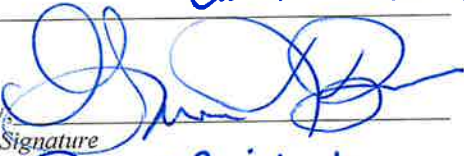
*Crawford, Murphy & Tilly, Inc.
8101 N High Street, Suite 150
Columbus, Ohio 43235*

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

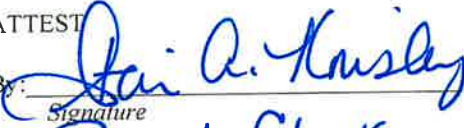
IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.

OWNER

Name: Fairfield County Airport Authority Board
Address: 3430 Old Columbus Rd. NW
Carroll Ohio 43112


By: 
Signature
Board President
Title of Representative

ATTEST


By: 
Signature
Board Clerk
Title

CONTRACTOR

Name: American Pavement Solutions, Inc.
Address: 1455 Gruber Rd., P.O. Box 13007
Green Bay, WI 54307-3007

By: 
Signature Timothy D. Helstad
President
Title of Representative

ATTEST

By: 
Signature Robert J. Burkel
Secretary
Title

Bid Proposal

ITEM NO.	SPEC	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT VALUES	EXTENDED VALUES
RUNWAY 10/28						
1	P-101	Joint and Crack Repair	LF	7,500	\$5.36	\$40,200.00
TOTAL BASE BID (IN NUMBERS)						\$40,200.00

TOTAL BASE BID (IN WORDS): Forty Thousand Two Hundred Dollars
and No Cents

Joint and Crack Repair quantities are estimated and the Owner reserves the right to add or delete the quantities bid without in any way affecting the unit price. Contractor shall be paid of actual quantities installed. Additional joint and crack repair requested to be installed shall be in a manner and of similar size to specified in the Request For Proposal documents.

BIDDER NAME: American Pavement Solutions Inc.

ADDRESS: 1455 Gruber Road

EMAIL: rburke1@americanpavement.com

TELEPHONE: 920-619-2785 or 920-662-9662

FEDERAL ID#: 39-1365550

BIDDER SIGNATURE: [Signature]

DATE: April 23, 2024

The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Ohio, Columbus, OH, Fairfield County.

A3 BREACH OF CONTRACT TERMS

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

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

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

A4 BUY AMERICAN PREFERENCE

Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,¹ U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration 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.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The

¹ Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all construction materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, 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, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) 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:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
 - b) To faithfully comply with providing U.S. domestic products.
 - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for 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:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

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


- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. 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).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) 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 (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

- d) Completed waiver applications for each comparable bid and/or offer.

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.

April 24, 2024	
_____ Date	_____ Signature Robert J. Burkel
American Pavement Solutions, Inc.	_____ Secretary
_____ Company Name	_____ Title

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Fairfield County Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 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 USC § 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 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq.*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or

disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A9 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and

subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

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 § 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;
- (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, U.S. Department of Labor, Washington, DC 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 the 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 that 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 <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 that 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 §§ 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 § 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 USC § 1001.

A11 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm 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 Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

A12 DISADVANTAGED BUSINESS ENTERPRISE

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

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

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

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

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

The Contractor, subrecipient 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, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

The prime contractor must not terminate a DBE subcontractor listed in response to A12 (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent the Owner. Unless the Owner consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS

None.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such 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 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.

(8) The Contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, 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 part 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 must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas 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 nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must 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 therefor, 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 woman 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 work force.

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 nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a 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, sexual orientation, gender identity, or national origin.

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

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

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the

implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 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 numbers, 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).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

A19 PROHIBITION OF SEGREGATED FACILITIES

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

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

A21 PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

A22 RIGHT TO INVENTIONS

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

A23 SEISMIC SAFETY Not applicable.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

PROSECUTOR APPROVAL PAGE

Reference No. 2024-CON-0257

Reference Title: American Pavement Solutions (Airport Crack Sealing)

The foregoing contract is approved as to legal form on October 3, 2024 for the Fairfield County Facilities.



Austin R. Lines

Assistant Prosecuting Attorney

Fairfield County Prosecutor's Office

239 West Main Street, Suite 101

Lancaster, Ohio 43130

Phone: 740-652-7560

Fax: 740-653-4708

austin.lines2@fairfieldcountyohio.gov



2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of (upon 10/29/24 installation) ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and Fairfield County ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and

B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. The Initial Term and any renewal terms shall be collectively referred to as the "**Term.**"

2. License, Services and Fees.

1.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web-based service interface application that will be provided, defined and determined by QTPOD.

1.2. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form. Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

1.3. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise

attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights

under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. The remedies set forth in Exhibit 2 are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 10.1. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT

WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. Cardholder and Transaction Information: PCI Compliance.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with the then current version of the PCI Data Security Standard Card Association (as defined below) rules, policies, and regulations (as they may appear on Card Association websites), and all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction, including without limitation Sections 501(b) and 501(b)(2) of the Gramm Leach Bliley Act of 1999, 15 U.S.C. §6801 et seq (collectively, the "Requirements"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. Excused Non-Performance.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "Force Majeure") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general

assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

14.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

14.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QTPOD, LLC
2605 Trade Centre Ave., Ste. B
Longmont, CO 80503

Attention:

Address for Notice:

Fairfield County Airport
3430 Old Columbus Rd. NW
Carroll, OH 43112

Attention: _____

14.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

14.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

14.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

14.6 Governing Law; Jurisdiction and Venue. The Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Ohio and shall have been deemed to have been executed in Fairfield County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the courts of the Fairfield County, Ohio, and the United States District Court for the Southern District of Ohio, Eastern Division

14.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

14.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

14.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

14.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

14.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QTPOD, LLC

By: Matt Duncan

Name: Matt Duncan

Title: General Manager

Fairfield County Airport

By: Jo Kochis

Name: Jo Kochis

Title: Board Member

Exhibit 1

Fees

1. Fee Plans

The following Fee Plans are available. Please select one.

Base Plan—\$1195 per unit, per year

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates

Premium Plan—\$1,995 per unit, per year (Post-Warranty)

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. Cellular Option

The Services may be accessed through a cellular plan established by QTPOD at a cost of \$480 per unit, per year

3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("Parts Replacement"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (“**Uptime Percentage**”). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, “**Downtime**” includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer’s applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).

PROSECUTOR APPROVAL PAGE

Reference No. 2024-CON-0253

Reference Title: Subscription Service Agreement - QTPOD

The foregoing contract is approved as to legal form on October 21, 2024 for the Fairfield County Facilities.

A handwritten signature in blue ink, appearing to read "Steven T. Darnell", is written above a horizontal line.

Steven T Darnell

Assistant Prosecuting Attorney

Fairfield County Prosecutor's Office

239 West Main Street, Suite 101

Lancaster, Ohio 43130

Phone: 740-652-7560

Fax: 740-653-4708

steven.darnell@fairfieldcountyohio.gov

FR2024-10.14.y

A resolution to appropriate from unappropriated funds into a major expenditure category for capital outlay, Fund# 7800 – Fairfield County Airport Authority Board

WHEREAS, it is recommended by the Prosecutor to encumber a purchase order to Purvis for their software agreement; and

WHEREAS, additional appropriations are necessary for the purchase order; and

WHEREAS, appropriations from unappropriated funds will allow the budget to increase in the major category expense for capital outlay for org# 80780000.

NOW THEREFORE, BE IT RESOLVED BY THE AIRPORT AUTHORITY BOARD, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Auditor appropriate from unappropriated funds in the major expense category of materials and supplies for org# 80780000, Fund# 7800.

\$ 3,000 80780000 capital outlay

Motion by: Jon Kochis

Seconded by: Michael Kaper

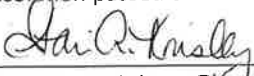
Ayes: Jon Kochis, Michael Kaper, Glenn Burns, Scott Richardson, John Smith, Bill Fagan

Nays: None

Abstentions: None

Absent: Tom Brennan

Resolution passed on October 14, 2024.


Staci A. Knisley, Clerk/Secretary

For Auditor's Office Use Only:

Section 1. \$3,000 80780000 574000

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

JOURNAL DETAIL 2024 9 TO 2024 9

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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80780000 AIRPORT OPERATIONS

80780000 530000 CONTRACTUAL SERVIC	175,000	195,965	139,716.97	13,648.76	33,246.12	23,001.86	88.3%
2024/09/000022 09/03/2024 API	186.12	VND 074480	PO 24000527	A T & T INC	monthly phone services 7/20-8/		5408933
2024/09/000754 09/16/2024 API	442.09	VND 003668	PO 24000338	LOCAL WASTE SERVICE	trash disposal for airport 9/2		5409830
2024/09/000754 09/16/2024 API	670.00	VND 009826	PO 24000365	WEBCHICK LLC	web updates/services 24/25		5409879
2024/09/000754 09/16/2024 API	67.00	VND 016659	PO 24000385	SUNRUSH WATER	drinking water services 8/23/2		5409917
2024/09/000754 09/16/2024 API	9.95	VND 016659	PO 24000385	SUNRUSH WATER	drinking water 9/2024		5409891
2024/09/000755 09/16/2024 API	585.00	VND 012572	PO 24006418	LEWELLENS SERVICES I	pest control services @ airpor		5409855
2024/09/000764 09/16/2024 API	2,153.27	VND 005790	PO 24000345	OHIO DEPT OF TAXATIO	8/1-8/31 fuel sales tax		5409855
2024/09/001172 09/18/2024 GEN	-1,498.00	REF EXPADJ	PO 24000328	PORTA KLEEN	AT&T SHLD BE 553000		5410392
2024/09/001237 09/23/2024 API	200.00	VND 001281	PO 24000342	HISTORICAL AIRCRAFT	rental for portable toilet 9/2		5411005
2024/09/001650 09/30/2024 API	2,500.00	VND 005552	PO 24000354	SUNDOWNER AVIATION L	snow plowing/mowing 10/1/2024		5411015
2024/09/001650 09/30/2024 API	8,333.33	VND 007099	PO 24000354	SUNDOWNER AVIATION L	FBO/airport management service		5411015

80780000 541001 ELECTRIC/UTILITIES

80780000 541001 ELECTRIC/UTILITIES	30,000	32,001	16,699.73	2,023.91	9,701.35	5,600.00	82.5%
2024/09/000022 09/03/2024 API	57.14	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD - 7/15-8/		5408836
2024/09/000022 09/03/2024 API	57.14	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3430 OLD COLUMBUS RD 7/12-8/14		5408837
2024/09/000022 09/03/2024 API	57.14	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD 7/12-8/14		5408838
2024/09/000754 09/16/2024 API	104.13	VND 023650	PO 24000516	FAIRFIELD CO UTILITI	3430 OLD COLUMBUS RD 7/31-8/30		5409951
2024/09/000754 09/16/2024 API	104.13	VND 023650	PO 24000516	FAIRFIELD CO UTILITI	3383 OLD COLUMBUS RD 7/31-8/30		5409952
2024/09/001232 09/23/2024 API	88.61	VND 001373	PO 24000469	SOUTH CENTRAL POWER	HANGAR G 8/6-9/6		5410398
2024/09/001232 09/23/2024 API	161.55	VND 001373	PO 24000469	SOUTH CENTRAL POWER	HANGAR G 8/6-9/6		5410399
2024/09/001232 09/23/2024 API	131.38	VND 001373	PO 24000469	SOUTH CENTRAL POWER	MOPED ASOS 8/6-9/6		5410400
2024/09/001232 09/23/2024 API	378.62	VND 001373	PO 24000469	SOUTH CENTRAL POWER	TERMINAL RUNWAY LIGHTS 8/6-9/6		5410401
2024/09/001232 09/23/2024 API	304.38	VND 001373	PO 24000469	SOUTH CENTRAL POWER	TERMINAL 2 8/6-9/6		5410402
2024/09/001235 09/23/2024 API	151.49	VND 001373	PO 24000469	SOUTH CENTRAL POWER	HANGAR Q 8/6-9/6		5410403
2024/09/001235 09/23/2024 API	112.39	VND 001373	PO 24000469	SOUTH CENTRAL POWER	HANGAR Q 8/6-9/6		5410404
2024/09/001235 09/23/2024 API	120.85	VND 001373	PO 24000469	SOUTH CENTRAL POWER	HANGAR P 8/5-9/6		5410405
2024/09/001241 09/23/2024 API	80.68	VND 001373	PO 24000469	SOUTH CENTRAL POWER	HANGAR F 8/6-9/6		5410406
2024/09/001651 09/30/2024 API	57.14	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3383 OLD COLUMBUS RD 8/14-9/12		5410989
2024/09/001651 09/30/2024 API	57.14	VND 003823	PO 24000481	NORTHEAST OHIO NATUR	3430 OLD COLUMBUS RD 8/14-9/12		5410990

80780000 543000 REPAIR AND MAINTEN

80780000 543000 REPAIR AND MAINTEN	100,000	93,576	32,355.32	6,689.91	34,903.53	26,317.35	71.9%
2024/09/000253 09/09/2024 API	6,120.00	VND 006832	PO 24005644	A & A SAFETY, INC	barrier wall		5409225
2024/09/000253 09/09/2024 API	177.04	VND 014612	PO 24000375	AG-PRO OHIO, LLC	repairs to equipment		5409255
2024/09/000253 09/09/2024 API	392.87	VND 014612	PO 24000375	AG-PRO OHIO, LLC	repairs to equipment		5409256

80780000 553000 COMMUNICATIONS/TEL

80780000 553000 COMMUNICATIONS/TEL	2,100	2,621	1,685.84	1,498.00	935.00	.00	100.0%
2024/09/001172 09/18/2024 GEN	1,498.00	REF EXPADJ			AT&T SHLD BE 553000		

FAIRFIELD COUNTY



YEAR-TO-DATE BUDGET REPORT

FOR 2024 09

JOURNAL DETAIL 2024 9 TO 2024 9

ACCOUNTS FOR: 7800 AIRPORT OPERATIONS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
80780000 554000 ADVERTISING	2,000	2,000	1,035.57	.00	364.43	600.00	70.0%
80780000 558000 TRAVEL REIMBURSEME	200	213	45.67	.00	117.17	50.00	76.5%
80780000 560000 MATERIALS & SUPPLI	25,000	24,967	3,718.01	307.52	11,514.67	9,734.61	61.0%
2024/09/001649 09/30/2024 API	307.52 VND	005545 PO 24000486 PURVIS	BROTHERS INC	parts, supplies for fuel pumps	5411004		
80780000 561000 GENERAL OFFICE SUP	500	500	.00	.00	100.00	400.00	20.0%
80780000 562600 FUEL (GASOLINE/DIE	525,000	525,000	413,438.22	66,082.32	111,561.78	.00	100.0%
2024/09/000754 09/16/2024 API	24,580.51 VND	005545 PO 24000560 PURVIS	BROTHERS INC	FUEL PURCHASES FOR AIRPORT 9/5	5409852		
2024/09/000754 09/16/2024 API	41,501.81 VND	005545 PO 24000560 PURVIS	BROTHERS INC	FUEL PURCHASES FOR AIRPORT 8/2	5409853		
80780000 574000 EQUIPMENT, SOFTWARE	10,000	15,000	.00	.00	.00	15,000.00	.0%
80780000 574300 FURNITURE & FIXTUR	5,000	0	.00	.00	.00	.00	.0%
80780000 590310 REFUNDS OF HANGAR	3,000	3,000	425.00	.00	.00	2,575.00	14.2%
TOTAL AIRPORT OPERATIONS	877,800	894,843	609,120.33	90,250.42	202,444.05	83,278.82	90.7%
TOTAL AIRPORT OPERATIONS	877,800	894,843	609,120.33	90,250.42	202,444.05	83,278.82	90.7%
TOTAL EXPENSES	877,800	894,843	609,120.33	90,250.42	202,444.05	83,278.82	



Pay Online at
www.silcofs.com



Federal ID# 31-0620191

Invoice: 2648486

Customer Fairfield County
Customer Number 350635
Invoice Date 10/03/2024
PO Number _____
Service Technician John Yglesias-1442

Registration Code: 5F39DD

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>Fairfield County Airport - 3430 Old Columbus Rd Nw, Carroll, OH</i>			
88.00	Annual Fire Extinguisher Inspection	\$3.75	\$330.00
28.00	Six Year Maint - Dry Chemical Fire Extinguisher	\$12.75	\$357.00
28.00	Hydrostatic Test - Dry Chem Stored Pressure Extin	\$25.75	\$721.00
1.00	Hydrostatic Test C02- 2.5 to 20lb Extinguisher	\$32.49	\$32.49
1.00	Hydrostatic Test - Clean Agent Extinguisher	\$30.75	\$30.75
50.00	Recharge 10 lb. ABC or BC Fire Extinguisher	\$29.75	\$1,487.50
1.00	Recharge 5 lb. C02 Fire Extinguisher	\$26.84	\$26.84
1.00	Pressurization - Clean Agent Fire Extinguisher	\$32.25	\$32.25
52.00	Verification Collar	\$5.00	\$260.00
52.00	Fire Extinguisher Valve Stem	\$17.00	\$884.00
52.00	Fire Extinguisher Neck Gasket	\$6.00	\$312.00
1.00	Wheeled Units (Stored Pressure)	\$59.50	\$59.50
	Subtotal:		\$4,533.33
	Trip Charge		\$75.00
	Fuel Recovery Fee		\$0.00
	Tax		\$0.00
	Payments/Credits Applied		\$0.00
	Invoice Balance Due:		\$4,608.33

Recommend Annual Exit & Emergency Light Inspection as Required by NFPA 101 Fire Code. Thank you

Please detach and return this portion with your payment to ensure proper credit.



Pay Online at
www.silcofs.com



REMITTANCE INFORMATION

Customer Number 350635
Invoice Number 2648486
Invoice Date 10/3/2024
Due Date 10/18/2024
TOTAL DUE \$4,608.33
Amount enclosed: _____

Fairfield County Commissioner
210 E Main St
Lancaster, OH 43130

Silco Fire & Security
PO BOX 933381
CLEVELAND, OH 44193

INVOICE

Integrity Painting and Gutters
7105 Harmony Church Rd
Johnstown, OH 43031

contactus@intpainting.com
+1 (614) 834-9612
www.intpainting.com



Bill to

Bill Fagan
3430 Old Columbus Road Northwest
Carroll, OH 43112

Invoice details

Invoice no.: 1000158
Terms: Net 15
Invoice date: 09/20/2024
Due date: 10/05/2024

#	Product or service	Description	Amount
1.	Our Guarantee	<p>We guarantee for a period of three years after application that your paint finish will not bubble, peel or blister. Should the product fail prematurely, our team will cover the cost of labor and materials to repair the failed area.</p> <p>If you have any issues with the finish, please give us a call back at 614-834-9612.</p> <p>This guarantee covers the paint provided by our team only. It does not cover acts of nature, ordinary wear and tear, chemical burns, etc. Replacement and reapplication coverage is subject to Integrity Paintings final review.</p>	\$0.00
2.	Application Surface(s)	<p>Paint the exterior of building O following the same practices and color schemes as prior buildings.</p> <p>Our team will be covering all planes prior to painting, to ensure any overspray between the bay doors does not land on the planes.</p> <p>Our team will also be replacing the letters/numbers on the doors with similar black vinyl</p> <p>Please note - this building has two roll up doors. Those doors cannot be painted. Current finish is an enameled coating that paint will not stick to.</p> <p>(approx 12,240 SQFT of paintable space)</p>	\$23,256.00
3.	Jobsite Prep - Exterior	<p>Our exterior jobsite preparation process:</p> <ul style="list-style-type: none">• Power wash to remove the dirt, mildew, and oxidation.	\$0.00

hanger to pull from the city water supply. Our team will haul in water to ensure the wash down can be completed.

- Mask and cover to protect the windows, landscaping and surrounding areas.
- Hand tool to remove paint scale back to a solid edge.
- Caulk open joints and seams where wood butts wood.
- Clean up and remove trash and debris

Your exterior jobsite preparation process:

- Move any delicate plants or flowerbed decorations
- Move any objects leaning on the house (such as wood, trash cans, etc.)

4. **Paint/Coatings**

Apply two coats of Benjamin Moore Direct to Metal paint with a two color scheme - matching the buildings we completed in 2023

\$0.00

Total

\$23,256.00

Ways to pay

BANK  

Note to customer

We appreciate the opportunity to work with you!

Pay invoice

View invoice online

Scan code or go to the link below to view the invoice online

[View invoice](#)

