



# Rhode Island Airport Corporation

August 21, 2014

**INVITATION FOR BID NO. 25565**  
**Rhode Island Pollutant Discharge Elimination System (RIPDES)**  
**Permit Sampling Services**  
**T. F. Green Airport**

## INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking bids for **Rhode Island Pollutant Discharge Elimination System (RIPDES) Permit No. RI0021598 Sampling Services, T. F. Green Airport, Warwick, RI**. Contract award shall be for a one-year period with two (2) additional one-year extensions at RIAC's sole discretion.

RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. RIAC will be the sole judge in determining as equivalent products (if applicable).

Sealed bids will be received at: Rhode Island Airport Corporation, Office of Procurement, 3<sup>rd</sup> Floor, T. F. Green Airport, 2000 Post Road, Warwick RI 02886-1533. The bidder must submit one (1) original and one (1) copy ("Public Copy") for the Response form.

**Due date for bids** is no later than **10:00AM** local time EST, **September 4, 2014**, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked "**IFB NO. 25565 - RIPDES Permit Sampling Services**".

**A Pre-Bid Conference will NOT be held.** All inquiries shall be directed via email to the Office of Procurement at [procurement@pvdairport.com](mailto:procurement@pvdairport.com) no later than 4:00PM local time EST on August 27, 2014. Answers to inquiries will be issued via Addenda by 12:00PM on August 29, 2014.

RIAC will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

The successful bidder must hold the bid price for ninety (90) days from bid opening date, and may not withdraw their bid for at least thirty days after the time and date set for the receipt of bids.

Delivery of any material is required within thirty (30) working days. All prices quoted for any material are to be FOB delivery location. RIAC is tax exempt and a certificate will be supplied as required.

Procedures respecting bids and the selection of Contractors shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.

  
\_\_\_\_\_  
Jay Brollin  
Manager of Environmental Programs

  
\_\_\_\_\_  
Jeffrey P. Goulart  
Manager of Finance & Administration

**SPECIFICATIONS**

RIPDES Permit No. RI0021598 specifies routine sampling requirements. Outfall sampling is conducted on a quarterly basis with the number of outfalls sampled dependent upon the quarter. In-stream monitoring is conducted annually at four locations in the Buckeye Brook Watershed in conjunction with Quarter 1 sampling (associated with aircraft deicing activities). The permit requires semi-annual dry weather screening. In addition, outfall and in stream sampling is required subsequent to complaints of odors that may be associated with aircraft deicing chemicals. The selected contractor shall have quality assurance and quality controls built in to sample collection and analysis.

**Quarterly Sampling Overview.** The RIPDES permit (Attachment A) specifies sampling requirements for a total of 13 perimeter outfalls at PVD. Outfalls 001A, 002A, 003A, 004A, and 013A discharge to tributaries of Warwick Pond. Outfalls 005A, 006A, 007A, 008A, and 009A discharge to tributaries of Buckeye Brook. Outfalls 010A, 011A, and 012A discharge to Tuscatucket Brook. Major outfalls, 002A, 003A, 008A, and 010A, are those outfalls which receive or may receive drainage from areas where aircraft deicing chemicals are applied. Sampling for major outfalls is defined in Part I.A.1 of the permit. Minor outfalls drain taxiways, runways, and other paved services. Sampling for minor outfalls is defined in Part I.A.2. of the permit. Part I.B.4.c describes sampling associated with an odor complaint (assume 2 events with one sample collected in-stream close to area of the complaint and one at the outfall tributary to the area of the complaint). Part I.B.4.e describes dry weather screening sampling requirements. Part I.B.4.h describes water quality monitoring requirements for receiving water bodies. Sampling of receiving water bodies is an annual requirement completed during Quarter 1. Additional sampling requirements are defined in Parts I.A.6., I.C. and I.D. Table 1 provides a summary of the number of sampling locations and the timing of sample collection by Quarter.

**Table 1  
General Quarterly Sampling Requirements**

Quarter	# of Outfalls	Sample Timing	
		Hours 1-3	Hours 4-12
1 <sup>st</sup> Quarter	4 Major Outfalls	Y	Y
2 <sup>nd</sup> Quarter	4 Major Outfalls	Y	Y
	9 Minor Outfalls	Y	N
3 <sup>rd</sup> Quarter	4 Major Outfalls	Y	Y
4 <sup>th</sup> Quarter	4 Major Outfalls	Y	Y
	9 Minor Outfalls	Y	N

1 <sup>st</sup> Quarter	4 in-stream stations (off-airport)	Every 4 hours for 48 hours
-------------------------	------------------------------------	----------------------------

The selected contractor shall prepare Quarterly Sampling Plans, including a Health and Safety Plan, and submit to RIAC Environmental for review within one month of contract execution. The selected contractor shall coordinate with RIAC Environmental to ensure that the precipitation event conforms to RIPDES sampling requirements. They shall also coordinate with RIAC Environmental and Airport Operations for access and escorting as necessary. Sampling personnel shall be properly authorized (badged) to work on the airfield. The contractor shall coordinate directly with the laboratory for sample collection and preservation materials. RIAC will provide measured flow data from outfalls 002, 003, and 008. The selected contractor shall provide RIAC with a sampling report within fifteen days of receipt of final analytical results which shall include at a minimum, a discussion of the precipitation event, analytical results and field measurements in a tabular format, as well as presentation of reporting data required by the permit in a tabular format. As necessary, analytical results and field measurements shall be transcribed to Discharge Monitoring reports as required by the RIPDES permit.

The selected contractor shall be responsible for sample collection, preservation, and chain of custody procedures. The selected contractor shall be responsible for expendable sampling supplies (e.g. gloves, measuring cups, flashlights, permanent markers, zip lock bags), and rent (or purchase) sample measurement devices (flow, conductivity, dissolved oxygen, and temperature). The selected contractor shall coordinate for and inventory sampling supplies (bottles, labels, and chain of custody forms) from the Laboratory.

The RIPDES permit specifies the types of storm events that qualify as a sampling event, and the timing of sample collection. Part I.A.6.g. of the permit defines representative storm events as greater than 0.1 inch of precipitation (water equivalent) and must be preceded by at least 72 hours within which there has been no measurable (< 0.10 inch) precipitation. Additionally, sampling for Quarters 1 and 4 must be associated with aircraft deicing.

Sample event draft report shall be submitted to RIAC for review within one week of receipt of final laboratory analyses. The report shall include at a minimum:

- Summary of the quarterly sampling requirement
- Drawing depicting sampling locations
- Discussion of the precipitation event, including a comparison to the average storm event in Rhode Island (see permit Part I.6.g.)
- A discussion of sampling (field and analytical) results
- Presentation of sampling results in a tabular format
- Transcribe sampling results onto RIDEM Discharge Monitoring Reports (DMRs) as necessary

RIAC installed continuous flow monitoring equipment (ISCO 2150 Area Velocity Meter) at Outfalls 002A, 003A, and 008A in 2007. The selected contractor shall be responsible for performing maintenance and calibration on these units twice per calendar year: prior to 2<sup>nd</sup> and 4<sup>th</sup> Quarter sampling. Materials necessary for repairs such as replacement batteries, cables, sensors, mounting rings or plates may be billed at cost.

*Figure 1* shows outfall and in stream sampling locations.

## **INSURANCE REQUIREMENTS**

Evidence of the following minimum insurance coverage must be provided prior to award:

- a. General Liability limits of \$1,000,000 per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1,000,000.
- c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$10 million excess of \$1,000,000 primary layer for airfield services, otherwise \$5 million.

RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of Worker's Compensation insurance.

## **AIRPORT BADGING REQUIREMENTS**

Each employee of the Contractor shall carry an Identification Badge issued by RIAC to be worn in a visible location, as prescribed by the Transportation Security Administration (TSA). The badge is to be worn on their person at all times while performing services on RIAC premises. Contractors will be charged a fee of \$330 for each badge of which \$250 is refundable upon return of each badge.

Identification Badges may not be issued until the Contractor has complied with RIAC and TSA requirements regarding the issuance of Identification Badges including a background check of each prospective employee.

The Contractor shall provide a personal history form for each prospective employee assigned to the contract. Information is to include a 10-year background check as required by the TSA.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

RIAC's has established a goal for DBE participation under this project as eight and six tenths percent (8.6%). Contractors shall use reasonable efforts to ensure that DBEs have the maximum opportunity to compete for subcontractor work under this project.

## **PROFESSIONAL SERVICES AGREEMENT (PSA)**

RIAC's standard PSA is attached hereto and incorporated herein by this reference. RIAC expects the bidder to execute this form of PSA. Any exceptions to the terms of the PSA **must** be noted in the bid form provided. RIAC reserves the right to accept, reject or modify any exceptions noted.

The term of the Professional Services Agreement (PSA) will be for a one-year period with two (2) additional one-year extensions at RIAC's sole discretion. RIAC reserves the right to terminate the contract with thirty (30) days notice at any time for convenience or cause.

**IFB No. 25565**  
**Rhode Island Pollutant Discharge Elimination System (RIPDES)**  
**Permit Sampling Services**  
**RESPONSE FORM**

Responses are **due no later than 10:00AM local time EST, September 4, 2014**, Attention: Office of Procurement, Rhode Island Airport Corporation, 3<sup>rd</sup> Floor, 2000 Post Road, Warwick, RI 02886. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered. They have read the entire document and understand all provisions. If accepted by RIAC this bid is guaranteed as written and amended and will be implemented as stated.

Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Hours \_\_\_\_\_

Taxpayer I.D. Number \_\_\_\_\_

Company Web Site Address \_\_\_\_\_ E-Mail \_\_\_\_\_

General Nature Of Business \_\_\_\_\_

Type or Organization (check one):

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Incorporated \_\_\_\_\_ Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_

Minority Business Enterprise \_\_\_\_\_ Woman-Owned Business Enterprise \_\_\_\_\_ Small Business Enterprise \_\_\_\_\_

Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_ Service \_\_\_\_\_

Number of Locations \_\_\_\_\_ Number of Persons Employed \_\_\_\_\_

We Acknowledge Receipt Of These Addenda: No. \_\_\_\_\_, Dated \_\_\_\_\_; No. \_\_\_\_\_, Dated \_\_\_\_\_

Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of Rhode Island? \_\_\_\_\_ If so, indicate dates and explanation for such.

\_\_\_\_\_

ALL vendors interested in responding MUST provide the following requested information in this format. Additional information may be included on accompanying sheets if necessary.

1. **Any additional information necessary to assist RIAC in evaluating your bid may be listed here.**

---



---

2. **Provide references from at least (3) companies, which have received the proposed or similar services.**

a. Name of Facility, Group, Organization or Firm \_\_\_\_\_

Address \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

b. Name of Facility, Group, Organization or Firm \_\_\_\_\_

Address \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

c. Name of Facility, Group, Organization or Firm \_\_\_\_\_

Address \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_

3. **List any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. An explanation must be provided below and documentation provided to verify compliance with the minimum specifications on a similar or equivalent basis.**

ITEM NO.	REASON FOR DEVIATION, DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION

4. Pricing Information (please print clearly):

**Detailed Pricing  
RIPDES Permit Sampling Services  
IFB# 25565**

		Unit Cost	Total	Estimated Hours
<b>A</b>	<b>Quarterly RIPDES Monitoring</b>			
	Field Sampling Plan (HASP)			
4/year	Project Coordination/Meetings			
Q1	Outfall Sampling Labor			
Q1	Outfall Sampling Analytical*			
Q1	Instream Sampling Labor			
Q1	Instream Sampling Analytical*			
Q1	Monitoring Report			
Q2	Outfall Sampling Labor			
Q2	Outfall Sampling Analytical*			
Q2	Monitoring Report			
Q3	Outfall Sampling Labor			
Q3	Outfall Sampling Analytical*			
Q3	Monitoring Report			
Q4	Outfall Sampling Labor			
Q4	Outfall Sampling Analytical*			
Q4	Monitoring Report			
<b>B</b>	<b>Dry Weather Screening</b>			
	Field Sampling Plan (HASP)			
2/year	Project Coordination/Meetings			
2/year	Outfall Sampling Labor			
2/year	Outfall Sampling Analytical*			
2/year	Monitoring Report			
<b>C</b>	<b>Odor Complaint Investigation</b>			
	Field Sampling Plan (HASP)			
2/year	Project Coordination/Meetings			
2/year	Outfall Sampling Labor			
2/year	Outfall Sampling Analytical			
2/year	Instream Sampling Labor			
2/year	Instream Sampling Analytical			
2/year	Outfall Monitoring Report			
2/year	Instream Monitoring Report			

\* costs provided include field monitoring equipment and expendables

				(hrs)
	Totals		\$	
	Total Cost in words			

The contract award amount shall be for the one-year period and the two (2) additional one-year extensions at RIAC's sole discretion.

**5. Exceptions to Professional Services Agreement**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Company)

certify that I have no exceptions to the Professional Services Agreement as presented for work associated with IFB No. 25565 Rhode Island Pollutant Discharge Elimination System (RIPDES) Permit Sampling Services, T. F. Green Airport.

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE

**OR**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title) (Company)

request the following exceptions to the Professional Services Agreement as presented for work associated with IFB No. 25565 Rhode Island Pollutant Discharge Elimination System (RIPDES) Permit Sampling Services, T. F. Green Airport.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE

**"NO BID" RESPONSE FORM**

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response –

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

---

---

---

\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone/Fax /

## Terms and Conditions

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, state laws and RIAC rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RIAC reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews, will become, and is to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. Prices offered may not be withdrawn for a period of ninety days immediately following the opening of this Bid. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
5. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
6. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address bid number, date, and time.
7. RIAC interprets the term "lowest responsible bidder" as requiring RIAC to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RIAC can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RIAC can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective bidders.
8. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RIAC in analyzing your bid.
9. A purchase order and/or contractual agreement constitutes RIAC's offer to the service provider upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
10. After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase order, or contractual agreement, RIAC may, by written notice, terminate the contract OR purchase order.
11. The supplier shall hold and save RIAC, The State of Rhode Island, and its officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the

contract, including its use by RIAC.

12. Payment of the seller's invoices is subject to adjustment.
13. The Bidder agrees that:
  - a. He/she shall not discriminate against any person under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
  - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
  - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC;
  - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC; and,
  - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
14. RIAC shall retain the right to reject any and/or all bids received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of RIAC.
15. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to RIAC a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RIAC in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for RIAC's actual damages that exceed the amount of the surety.
17. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that RIAC's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the Contract Documents, the bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
18. The bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation for Bids, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully

considered the nature and scope of the project as aforesaid.

19. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing RIAC hardware, software, and applications where applicable. Verification must be provided in the response to this document.
20. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
21. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of RIAC, and will not be returned. RIAC will use discretion with regards to disclosure of proprietary information contained in any response, but can not guarantee that information will not be made public. As a governmental entity, RIAC is subject to making records available for disclosure after Board approval of the recommendation.
22. RIAC will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, RIAC shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if RIAC has formally accepted a recommendation.
23. Bids must be received prior to the time and dates listed to be considered responsive. RIAC will not "accept" late responses and will return them to the sender. Further, RIAC will NOT: (1) guarantee security of the document received; and, (2) be held responsible for bids which are NOT legible (and may choose to reject such responses) .
24. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RIAC. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RIAC, at the discretion of the Purchasing Director in consultation with RIAC Counselor, may reject their bid.
25. Campaign Finance Compliance - Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. (RI General Law 17-27) Forms obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904 (401-222-2056).
26. Major State Decision-Maker - Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L. § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator,

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

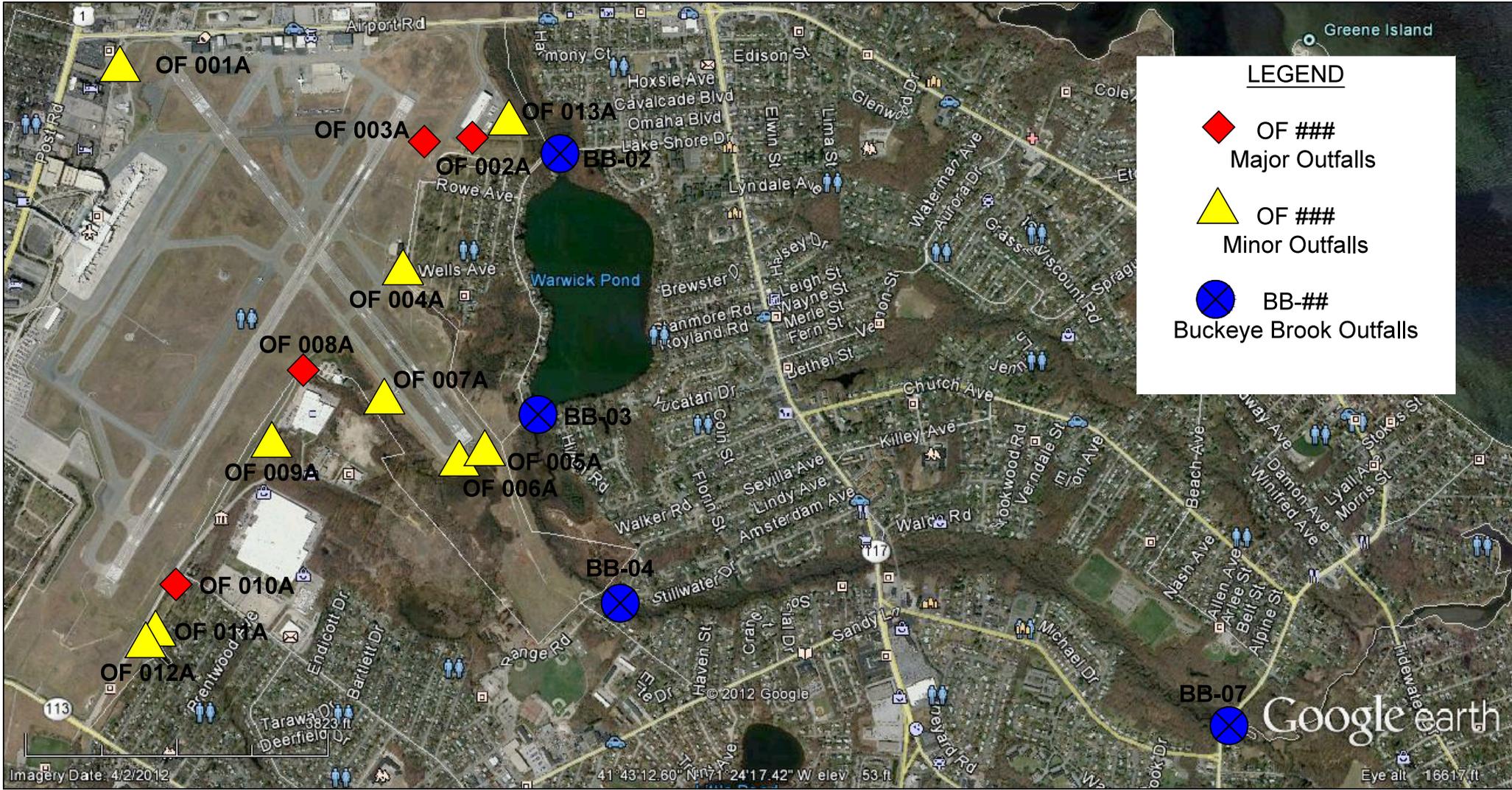


Figure 1 PVD Outfall and Receiving Water Monitoring Locations

AUTHORIZATION TO DISCHARGE UNDER THE  
RHODE ISLAND POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of Chapter 46-12 of the Rhode Island General Laws, as amended,

**Rhode Island Airport Corporation  
2000 Post Road  
Warwick, Rhode Island**

is authorized to discharge from a facility located at

**T. F. Green Airport  
2000 Post Road  
Warwick, Rhode Island**

to receiving waters named

Unnamed Tributaries of Warwick Pond and Buckeye Brook,  
and Tuscatucket Brook

in accordance with effluent limitations, monitoring requirements and other conditions set forth herein.

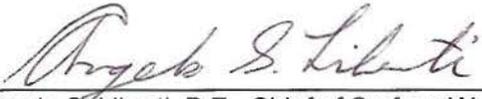
This permit shall become effective on September 1, 2012.

This permit and the authorization to discharge expire at midnight, five (5) years from the effective date.

This permit supersedes the permit issued on November 12, 2004.

This permit consists of 27 pages in Part I including effluent limitations and monitoring requirements, Storm Water Pollution Prevention Plan requirements, implementation schedules and reporting, etc. and 10 pages in Part II including General Conditions.

Signed this 30<sup>th</sup> day of July, 2012.

  
\_\_\_\_\_  
Angelo S. Liberti, P.E., Chief of Surface Water Protection  
Office of Water Resources  
Rhode Island Department of Environmental Management  
Providence, Rhode Island

## PART I

## A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning on the effective date and lasting through permit expiration date, the permittee is authorized to discharge from outfall serial number(s) designated 002A, 003A, 008A, and 010A. Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations					Monitoring Requirement	
	Quantity - specify units		Concentration - specify units			Measurement Frequency	Sample Type
	Average Monthly	Maximum Daily -	Average Monthly *(Minimum)	Average Weekly *(Average)	Maximum Daily *(Maximum)		
Flow	--- GPD	--- GPD				Quarterly <sup>(6)(7)</sup>	Cont/Estimate <sup>(1)</sup>
pH			(6.5 SU)		(9.0 SU)	Quarterly <sup>(6)(7)</sup>	Measurement
Temperature		--- °F				Quarterly <sup>(6)(7)</sup>	Measurement
Oil & Grease					15 mg/l	Quarterly <sup>(6)(7)</sup>	Grab <sup>(4)(5)</sup>
TSS			--- mg/l		--- mg/l	Quarterly <sup>(6)(7)</sup>	Grab <sup>(4)(5)</sup>
BOD <sub>5</sub>			--- mg/l		--- mg/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>
Propylene Glycol			--- mg/l		--- mg/l	Quarterly <sup>(6)</sup>	Grab/Composite <sup>(2)(3)</sup>
COD			--- mg/l		--- mg/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>
Potassium(K <sup>+</sup> )			--- mg/l		--- mg/l	Quarterly <sup>(6)</sup>	Grab/Composite <sup>(2)(3)</sup>
Sodium(Na <sup>+</sup> )			--- mg/l		--- mg/l	Quarterly <sup>(6)</sup>	Grab/Composite <sup>(2)(3)</sup>
Surfactants			--- ug/l		--- ug/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>
Dissolved Oxygen			--- mg/l		--- mg/l	Quarterly <sup>(6)(7)</sup>	Measurement
Total Organic Carbon (TOC)			--- mg/l		--- mg/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>
Fecal Coliform			--- MPN/100 ml		--- MPN/100 ml	Quarterly <sup>(6)(7)</sup>	Grab <sup>(4)(5)</sup>
Total Aluminum			--- ug/l		--- ug/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>
Total Chromium			--- ug/l		--- ug/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>

Effluent Characteristic	Discharge Limitations					Monitoring Requirement	
	Quantity - specify units		Concentration - specify units			Measurement Frequency	Sample Type
	Average Monthly	Maximum Daily	Average Monthly	Average Weekly	Maximum Daily		
Total Copper			--- ug/l		--- ug/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>
Total Iron			--- mg/l		--- mg/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>
Total Lead			--- ug/l		--- ug/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>
Total Zinc			--- ug/l		--- ug/l	Quarterly <sup>(6)(7)</sup>	Grab/Composite <sup>(2)(3)</sup>

--- signifies a parameter which must be monitored and data must be reported; no limit has been established at this time.

- <sup>(1)</sup> Average Monthly Flow and Maximum Daily Flow shall be determined by the use of a continuous flow monitor for twelve (12) hours following the initiation of precipitation that generates runoff for Outfalls 002A, 003A, and 008A. Outfall 010A is not equipped with a continuous monitor. Average Monthly Flow shall be calculated and reported for each outfall as the arithmetic average of the flow measurements made during each monitoring event over the duration of the event for Outfalls 002A, 003A, and 008A. Average Monthly flow shall be calculated and reported for Outfall 010A using the average intensity for the duration of the event. Maximum Daily Flow for Outfalls 002A, 003A, and 008A shall be reported for each outfall as the total of the flow measurements made during each monitoring event. Maximum Daily Flow for Outfall 010A shall be calculated using the depth and duration of precipitation as water equivalent for the event.
- <sup>(2)</sup> Analytical results reported as Average Monthly must be determined from composite samples taken with a continuous sampler or as a combination of a minimum of twelve-(12) sample aliquots taken during the first twelve-(12) hours following the initiation of precipitation that generates runoff with each aliquot being at least 100 ml and collected at a minimum of hourly intervals. Composite samples can be either flow-weighted or time-weighted. During snow events, the start of precipitation shall be assumed to occur when the total accumulation of snowfall is 0.5 inches in depth. During other freezing (i.e., sleet, freezing rain) or non-freezing (i.e., rain) precipitation events, the start of precipitation shall be assumed to occur when the total accumulation is 0.1 inches in depth.
- <sup>(3)</sup> Analytical results reported as Maximum Daily must be the maximum of the composite samples or the maximum of the twelve (12) sample aliquots collected during the twelve (12) hour period for all measured storm events for each reporting quarter in accordance with Note (2) above.
- <sup>(4)</sup> Analytical results reported as Average Monthly must be determined from the arithmetic average of three (3) individual hourly grab samples taken during the first three (3) hours following the initiation of precipitation that generates runoff.
- <sup>(5)</sup> Analytical results reported as Maximum Daily must consist of a single grab sample collected during the period starting twenty (20) minutes following the initiation of precipitation that generates runoff and commencing no later than three (3) hours following the initiation of precipitation that generates runoff. If the collection of a grab sample during the specified time period could not be achieved, a sample can be taken during the a subsequent period not to exceed six (6) hours following the initiation of precipitation that generates runoff, providing the permittee submit with the monitoring report, a description of why a sample during the specified period could not be collected.
- <sup>(6)</sup> Sampling required for Quarter 1 and Quarter 4. One (1) precipitation event shall be monitored for Quarter 1 and one (1) precipitation event shall be monitored for Quarter 4 while aircraft deicing is occurring. Quarter 1 is defined as the period from January 1 through March 31, and Quarter 4 is defined as the period from October 1 through December 31.
- <sup>(7)</sup> Sampling required for Quarter 2 and Quarter 3. One (1) precipitation event shall be monitored for Quarter 2 and one (1) precipitation event shall be monitored for Quarter 3. Quarter 2 is defined as the period from April 1 through June 30, and Quarter 3 is defined as the period from July 1 through September 30.

\*Values in parentheses ( ) are to be reported as Minimum/Average/Maximum for the reporting period rather than Average Monthly/Average Weekly/Maximum Daily. Samples taken in compliance with the monitoring requirements specified above shall be taken at the following locations: Outfalls 002A, 003A, 008A, and 010A.

**PART I**

**A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

2. During the period beginning on the effective date and lasting through permit expiration, the permittee is authorized to discharge from outfall serial number(s) designated 001A, 004A, 005A, 006A, 007A, 009A, 011A, 012A, and 013A. Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>					<u>Monitoring Requirement</u>	
	<u>Quantity - specify units</u>		<u>Concentration - specify units</u>			<u>Measurement Frequency<sup>(6)</sup></u>	<u>Sample Type</u>
	<u>Average Monthly</u>	<u>Maximum Daily</u>	<u>Average Monthly</u> *( <u>Minimum</u> )	<u>Average Weekly</u> *( <u>Average</u> )	<u>Maximum Daily</u> *( <u>Maximum</u> )		
Flow		--- GPD				2/Year <sup>(6)</sup>	Estimate <sup>(4)</sup>
pH			(6.5 SU)		(9.0 SU)	2/Year <sup>(6)</sup>	Measurement
Oil & Grease					15 mg/l	2/Year <sup>(6)</sup>	Grab <sup>(2)(3)</sup>
TSS			--- mg/l		--- mg/l	2/Year <sup>(6)</sup>	Grab/Composite <sup>(1)(3)</sup>
BOD <sub>5</sub>			--- mg/l		--- mg/l	Annual	Grab/Composite <sup>(1)(3)</sup>
Fecal Coliform			--- MPN/100 ml		--- MPN/100 ml	Annual	Grab <sup>(2)(3)</sup>
Potassium (K <sup>+</sup> )			--- mg/l		--- mg/l	Annual	Grab/Composite <sup>(1)(3)</sup>
Sodium (Na <sup>+</sup> )			--- mg/l		--- mg/l	Annual	Grab/Composite <sup>(1)(3)</sup>

---signifies a parameter which must be monitored and data must be reported; no limit has been established at this time.

<sup>(1)</sup> Results reported as Average Monthly must be determined from composite samples consisting of a minimum of three (3) sample aliquots taken during the first three (3) hours following the initiation of precipitation with each aliquot being at least 100 ml and collected intervals no less than fifteen (15) minute. Composite samples can be either flow-weighted or time-weighted. During snow events, the start of precipitation shall be assumed to occur when the total accumulation of snowfall is 0.5 inches in depth. During other freezing (i.e., sleet, freezing rain) or non-freezing (i.e., rain) precipitation events, the start of precipitation shall be assumed to occur when the total accumulation is 0.1 inches in depth.

<sup>(2)</sup> Analytical results reported as Average Monthly must be determined from the arithmetic average of three (3) individual hourly grab samples taken during the first three (3) hours following the initiation of precipitation that generates runoff.

<sup>(3)</sup> Analytical results reported as Maximum Daily must consist of a single grab sample collected during the period starting twenty (20) minutes following the initiation of precipitation that generates runoff and commencing no later than three (3) hours following the initiation of precipitation that generates runoff. If the collection of a grab sample during the specified time period could not be achieved, a sample can be taken during the a subsequent period not to exceed six (6) hours following the initiation of precipitation that generates runoff, providing the permittee submit with the monitoring report, a description of why a sample during the specified period could not be collected.

<sup>(4)</sup> Maximum Daily Flow shall be the calculated flow for the sampling event using depth and duration of precipitation as water equivalent for the event..

<sup>(5)</sup>Sampling required for at least one (1) precipitation event during Quarter 1 or Quarter 4 while aircraft deicing is occurring. Quarter 1 is defined as the period from January 1 through March 31, and Quarter 4 is defined as the period from October 1 through December 31.

<sup>(6)</sup>For Flow, pH, Oil & Grease, and TSS one (1) sampling event shall occur during Quarter 1 or Quarter 4 per the requirements of Footnote (5). The second sampling event may occur during a precipitation event during any calendar quarter.

\* Values in parentheses () are to be reported as Minimum/Average/Maximum for the reporting period rather than Average Monthly/Average Weekly/Maximum Daily. Samples taken in compliance with the monitoring requirements specified above shall be taken at the following locations: Outfalls 001A, 004A, 005A, 006A, 007A, 009A, 011A, 012A and 013A.

## PART I

## A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

3. During the period beginning on the effective date and lasting through permit expiration, the permittee is authorized to discharge from outfall serial number 100A. Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations					Monitoring Requirement	
	Quantity - specify units		Concentration - specify units			Measurement Frequency	Sample Type
	Average Monthly	Maximum Daily	Average Monthly *(Minimum)	Average Weekly *(Average)	Maximum Daily *(Maximum)		
Flow	--- GPD <sup>(1)</sup>	--- GPD <sup>(2)</sup>				1/Discharge	Estimate <sup>(3)</sup>
pH			(6.5 SU)		(9.0 SU)	1/Discharge	Measurement
Benzene			5.0 ug/l		5.0 ug/l	1/Discharge	Grab
Toluene			--- ug/l		--- ug/l	1/Discharge	Grab
Ethylbenzene			--- ug/l		--- ug/l	1/Discharge	Grab
Total Xylenes			--- ug/l		--- ug/l	1/Discharge	Grab
Total BTEX			100 ug/l		100 ug/l	1/Discharge	Grab
MTBE			--- ug/l		--- ug/l	1/Discharge	Grab
Total Iron			--- mg/l		--- mg/l	1/Discharge	Grab
Benzo (a) Anthracene			--- ug/l		--- ug/l	1/Discharge	Grab
Benzo (a) Pyrene			--- ug/l		--- ug/l	1/Discharge	Grab
Benzo (b) Fluoranthene			--- ug/l		--- ug/l	1/Discharge	Grab
Benzo (k) Fluoranthene			--- ug/l		--- ug/l	1/Discharge	Grab
Chrysene			--- ug/l		--- ug/l	1/Discharge	Grab
Dibenzo (a,h) Anthracene			--- ug/l		--- ug/l	1/Discharge	Grab
Indeno (1,2,3-cd) Pyrene			--- ug/l		--- ug/l	1/Discharge	Grab

Effluent Characteristic	<u>Discharge Limitations</u>					<u>Monitoring Requirement</u>	
	Quantity - specify units		Concentration - specify units			<u>Measurement Frequency</u>	<u>Sample Type</u>
	<u>Average Monthly</u>	<u>Maximum Daily</u>	<u>Average Monthly</u> *( <u>Minimum</u> )	<u>Average Weekly</u> *( <u>Average</u> )	<u>Maximum Daily</u> *( <u>Maximum</u> )		
Acenaphthene			--- ug/l		--- ug/l	1/Discharge	Grab
Acenaphthylene			--- ug/l		--- ug/l	1/Discharge	Grab
Anthracene			--- ug/l		--- ug/l	1/Discharge	Grab
Benzo (ghi) Perylene			--- ug/l		--- ug/l	1/Discharge	Grab
Fluoranthene			--- ug/l		--- ug/l	1/Discharge	Grab
Fluorene			--- ug/l		--- ug/l	1/Discharge	Grab
Naphthalene			--- ug/l		--- ug/l	1/Discharge	Grab
Phenanthrene			--- ug/l		--- ug/l	1/Discharge	Grab
Pyrene			--- ug/l		--- ug/l	1/Discharge	Grab
Total Petroleum Hydrocarbon			--- mg/l		1.0 mg/l	1/Discharge	Grab

---signifies a parameter which must be monitored and data must be reported; no limit has been established at this time.

<sup>(1)</sup> Average Monthly Flow shall be reported as the arithmetic average of the Maximum Daily Flows recorded for each discharge during the quarterly reporting period.

<sup>(2)</sup> Maximum Daily Flow shall be reported as the maximum of the flow recorded for each discharge during the quarterly reporting period

<sup>(3)</sup> Monitor flow and submit a flow log with the monitoring results. The flow log shall include the rate and duration of flow including the time(s) of day when flow commences and ceases. At a minimum, the flow must be measured and reported each time a sample is collected.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: Outfall 100A (the effluent from the AST fuel farm water treatment system).

**PART I**

**A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

4. During the period beginning on the effective date and lasting through permit expiration, the permittee is authorized to discharge from outfall serial number 200A. The permittee shall provide real time monitoring of concentrations upstream of the diversion point and flow monitoring at a location downstream of the diversion point. All flows that bypass the collection and treatment system and are discharged to waters of the state (i.e. not diverted to storage, treatment and discharge to the sanitary sewer system) will be limited and monitored by the permittee as specified below:

Effluent Characteristic	Quantity - specify units		Discharge Limitations Concentration - specify units			Monitoring Requirement	Sample Type
	Average	Maximum	Average	Average	Maximum	Measurement	
	Monthly	Daily		Weekly		Frequency	
Flow, by-passing treatment <sup>(1)</sup>			---		0 GPM	Continuous <sup>(4)</sup>	Flow meter
Bypass Volume <sup>(1)</sup>					---	Once/Bypass Event <sup>(4)</sup>	Calculated
Number of Bypass Events <sup>(1)</sup>					---	Once/Bypass Event <sup>(4)</sup>	Calculated
Total Organic Carbon (TOC) <sup>(1)</sup>			---		---	Once/15 min. <sup>(2)(4)</sup>	Online Instrument
Propylene Glycol (PG) <sup>(1)</sup>			---		---	Once/15 min. <sup>(3)(4)</sup>	Correlation

<sup>(1)</sup> Flow monitoring will occur downstream of the diversion point prior to mixing with other flows and represents flow that is discharging toward the outfall. A Bypass Event is defined as a discharge that begins after the approved Response Period and the calculated PG concentration exceeds 2,950 mg/l and ends when the calculated PG is less than 2950 mg/l or flow ceases. The average flow bypassing treatment, the average calculated PG concentration and Bypass Volume shall be recorded for each Bypass Event. The approved Response Period represents the period between measurement of a calculated PG concentration greater than 2,950 mg/l and cessation of flow toward the outfall due to pump start-up, dewatering of the pump wet well and dewatering of the outfall line at the point of flow measurement. The response period shall be established as ten minutes, and shall be subject to modification based on assessment during the start-up and commissioning of the system as described in Part I.B.4.a.(2). Permittee shall submit a flow log with the monitoring results for any time period where the calculated PG concentration exceeds the diversion limit of 2,950 mg/l, which includes the duration of the bypass flow, the time(s) of day when the bypass flow commences and ceases, the calculated PG concentration and the bypass volume.

<sup>(2)</sup> TOC concentration shall be measured every 15 minutes at a location upstream of the diversion point and reported only for bypass events.

<sup>(3)</sup> The correlation between online Total Organic Carbon (TOC) measurement and propylene glycol (documented in the SWPPP and agreed to by RIDEM) shall be used to estimate the propylene glycol concentration.

<sup>(4)</sup> Sampling only required for Quarter 1 and Quarter 4. Quarter 1 is defined as the period from January 1 through March 31, and Quarter 4 is defined as the period from October 1 through December 31.

The number of bypass events shall be reported as the total number of events during the reporting period rather than Maximum.

**PART I**

**A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

5. During the period beginning on the effective date and lasting through permit expiration, the permittee is authorized to discharge from outfall serial number 300A. The permittee shall provide real time monitoring of concentrations upstream of the diversion point and flow monitoring at a location downstream of the diversion point. All flows that bypass the collection and treatment system and are discharged to waters of the state (i.e. not diverted to storage, treatment and discharge to the sanitary sewer system) will be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Quantity - specify units</u>		<u>Discharge Limitations</u> Concentration - specify units			<u>Monitoring Requirement</u>	<u>Sample Type</u>
	Average	Maximum	Average	Average	Maximum	<u>Measurement Frequency</u>	
	<u>Monthly</u>	<u>Daily</u>		<u>Weekly</u>			
Flow, by-passing treatment <sup>(1)</sup>			---		0 GPM	Continuous <sup>(4)</sup>	Flow meter
Bypass Volume <sup>(1)</sup>					---	Once/Bypass Event <sup>(4)</sup>	Calculated
Number of Bypass Events <sup>(1)</sup>					---	Once/Bypass Event <sup>(4)</sup>	Calculated
Total Organic Carbon (TOC) <sup>(1)</sup>			---		---	Once/15 min. <sup>(2)(4)</sup>	Online Instrument
Propylene Glycol (PG) <sup>(1)</sup>			---		---	Once/15 min. <sup>(3)(4)</sup>	Correlation

<sup>(1)</sup> Flow monitoring will occur downstream of the diversion point prior to mixing with other flows and represents flow that is discharging toward the outfall. A Bypass Event is defined as a discharge that begins after the approved Response Period and the calculated PG concentration exceeds 1,000 mg/l and ends when the calculated PG is less than 1,000 mg/L or flow ceases. The average flow bypassing treatment, the average calculated PG concentration and Bypass Volume shall be recorded for each Bypass Event. The approved Response Period represents the period between measurement of a calculated PG concentration greater than 1,000 mg/l and cessation of flow toward the outfall due to pump start-up, dewatering of the pump wet well and dewatering of the outfall line at the point of flow measurement. The response period shall be established as ten minutes, and shall be subject to modification based on assessment during the start-up and commissioning of the system as described in Part I.B.4.a.(2). Permittee shall submit a flow log with the monitoring results for any time period where the calculated PG concentration exceeds the diversion limit of 1,000 mg/l, which includes the duration of the bypass flow, the time(s) of day when the bypass flow commences and ceases, the calculated PG concentration and the bypass volume.

<sup>(2)</sup> TOC concentration shall be measured every 15 minutes at a location upstream of the diversion point and reported only for bypass events.

<sup>(3)</sup> The correlation between online Total Organic Carbon (TOC) measurement and propylene glycol (documented in the SWPPP and agreed to by RIDEM) shall be used to estimate the propylene glycol concentration.

<sup>(4)</sup> Sampling only required for Quarter 1 and Quarter 4. Quarter 1 is defined as the period from January 1 through March 31, and Quarter 4 is defined as the period from October 1 through December 31.

The number of bypass events shall be reported as the total number of events during the reporting period rather than Maximum.

6. Special Conditions/Authorizations/Prohibitions:  
This permit also authorizes the discharge of storm water from outfalls 004B, 004C, 006B, 006C, 006D, 007B and 014A. Outfalls 004A, 006A, and 007A are in the same drainage areas with similar industrial activities as outfalls 004B, 004C, 006B, 006C, 006D and 007B, therefore, monitoring from outfalls 004A, 006A, and 007A are considered representative. Outfall 014A is in a drainage area similar to 013A and therefore monitoring from outfall 013A is considered representative
- a. Non-storm water discharges including those from rubber removal practices and dry weather discharges of deicing/anti-icing chemicals are not authorized by this permit. Dry weather discharges are those discharges generated by processes other than those included in the definition of storm water. In RIPDES Rule 3, the definition of storm water includes storm water runoff, snowmelt runoff, and surface runoff and drainage. All other discharges constitute non-storm water discharges. Discharges of process wastewater or spills in snowmelt runoff are not authorized. Discharges of aircraft deicing/anti-icing fluid (ADF/AAF) and/or pavement deicing materials entrained in storm water constitute storm water discharges for purposes of this permit.
  - b. Unless identified by the permittee or the RI DEM as significant sources of pollutants to waters of the United States, the following non-storm water discharges are authorized under this permit to enter the storm water drainage system: discharges from fire fighting activities; fire hydrant flushings; exterior building and sidewalk wash down that does not use detergents; lawn watering; uncontaminated groundwater; springs; air conditioning condensate; potable waterline testing; and foundation or footing drains where flows are not contaminated with process materials, such as solvents, or contaminated by contact with soils, where spills or leaks of toxic or hazardous materials has occurred. If any of these discharges may reasonably be expected to be present and to be mixed with storm water discharges, they must be specifically identified and addressed in the facility's Storm Water Pollution Prevention Plan (SWPPP).
  - c. This permit does not authorize discharges to the separate storm sewer system or to waters of the State from floor drains and trench drains located inside of buildings and/or hangars.
  - d. This permit does not authorize discharges to the separate storm sewer system or to waters of the State from vehicle, airplane, or equipment washing activities.
  - e. This permit does not authorize the use of any Type I aircraft deicing fluid (ADF) which displays greater toxicity than the products currently used at the Airport. The toxicity of the Type I ADF products expressed as Propylene Glycol shall not be lower than 3,300 mg/l as determined by a 96-h LC<sub>50</sub> bioassay test on *Pimephales promelas* (Fathead minnow).
  - f. The pH of the effluent shall not be less than 6.5 nor greater than 9.0 standard units at any time, unless these values are exceeded due to natural causes or as a result of the approved treatment processes.
  - g. All samples, except those collected at internal Outfalls 200A and 300A, must be collected from a discharge(s) resulting from a representative storm event. A representative storm event is precipitation that (a) occurs at least seventy-two (72) hours from the previous measurable storm event, and (b), is greater than or equal to 0.1 inches water equivalent per twenty-four (24) hours in magnitude. The sampling event shall be compared to the average storm event in Rhode Island for both depth and duration. The average storm event in Rhode Island is 0.7 inches in depth and 12 hours in duration.
  - h. In addition to the required sampling results submitted in accordance with Part I.A.1.

- and I.A.2. of this permit, the permittee must provide the date and duration (hours) of the storm event sampled, the total depth of rainfall (inches), and the total volume of runoff (Ft<sup>3</sup>).
- i. If the permittee is unable to collect samples due to adverse climatic conditions or lack of a representative storm event during the entire quarterly monitoring period, the permittee must submit, in lieu of sampling data, a description of why samples could not be collected, including available precipitation data for the monitoring period. Adverse conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make sampling impractical.
  - j. Within one (1) year after the Deicer Fluid Collection and Management system described in Part I.B.4.a.(1) is operational, RIAC will evaluate pavement surface conditions and drainage for potential pooling issues in terminal deicing application areas, and if necessary and feasible, engineered and/or operational controls to mitigate pooling issues will be identified and implemented. However, if ramp construction in the proposed terminal deicing area occurs before the collection system is operational, any necessary and feasible engineered or operational controls will be identified and implemented to coincide with such construction. Within the deadline above, RIAC will provide RI DEM with a report information detailing the evaluation and basis for their determination regarding engineered or operational controls. Pooling for the purposes of this document is defined as the presence of free-standing water one hour or more than the end of the most recent precipitation event at an average depth greater than a half inch and an area greater than 100 square feet.
  - k. The discharges shall not cause visible discoloration of the receiving waters that would impair any usages specifically assigned to the receiving waters.
  - l. The discharges shall not cause odors in the receiving waters to such a degree as to create a nuisance or interfere with the existing or designated uses.
  - m. The discharge shall contain neither a visible oil sheen, foam, nor floating solids at any time.
  - n. The discharges shall not cause or contribute to any stream bank erosion and/or cause or contribute to any soil erosion and sedimentation.
7. All existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Director as soon as they know or have reason to believe:
- a. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
    - (1) One hundred micrograms per liter (100 ug/l);
    - (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitro-phenol; and one milligram per liter (1 mg/l) for antimony;
    - (3) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 C.F.R. s122.21(g)(7); or
    - (4) Any other notification level established by the Director in accordance with 40 C.F.R. s122.44(f) and Rhode Island Regulations.
  - b. That any activity has occurred or will occur which would result in the discharge, on a non-routine or infrequent basis, of any toxic pollutant which is not limited in the

permit, if that discharge will exceed the highest of the following "notification levels":

- (1) Five hundred micrograms per liter (500 ug/l);
- (2) One milligram per liter (1 mg/l) for antimony;
- (3) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 C.F.R. s122.21(g)(7); or
- (4) Any other notification level established by the Director in accordance with 40 C.F.R. s122.44(f) and Rhode Island Regulations.

c. That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product any toxic pollutant which was not reported in the permit application.

8. Aboveground Storage Tank (AST) Fuel Farm:

- a. The permittee shall properly operate and maintain the AST fuel farm storm water treatment system. Mechanical failure or breakthrough of the treatment system causing an exceedance of any permit limits shall be immediately reported to the Office of Water Resources.
- b. The permittee shall treat all stormwater pumped from the containment dike associated with the AST fuel farm with a Granular Activated Carbon treatment system designed to meet the effluent limitations listed in Part I.A.3. The system shall not be modified without written approval from the Office of Water Resources.
- c. The treatment system shall be inspected at a minimum of once per month to assure the system is operating efficiently and to look for evidence of iron bacteria build-up. As a result of these inspections, appropriate actions shall be taken immediately to resolve any problems discovered during the inspection (i.e., removal of iron scale). Records documenting the inspections and any actions taken shall be retained and made available to the Office of Water Resources upon request.
- d. Discharge shall cease if any of the contaminants listed in Part I.A.3. are found in the effluent above the detection limits listed in Part I.C. The discharge may recommence once steps have been taken to ensure the limits will not be exceeded again. At a minimum, these steps shall include replacement of the activated carbon filter.

9. This permit serves as the State's Water Quality Certificate for the discharges described herein.

**B. STORM WATER POLLUTION PREVENTION PLAN REQUIREMENTS**

1. As of the effective date of this permit, RIAC shall implement the Storm Water Pollution Prevention Plan (referred to herein as the "SWPPP" and "the Plan") developed by the permittee dated August 2009. The SWPPP shall be maintained in accordance with good engineering practices and shall identify potential sources of pollutants that may reasonably be expected to affect the quality of storm water discharges associated with industrial activity from the facility. The SWPPP shall include a site map that consists of a delineation of the drainage area of each storm water outfall, each existing structural control measure to reduce pollutants in storm water runoff, locations where significant materials are exposed to storm water, locations where significant leaks or spills have occurred, a delineation of all impervious surfaces, all surface water bodies, all separate storm sewers, and the locations of the following activities where such areas are exposed to storm water: fueling stations, vehicle and equipment maintenance and/or cleaning areas, material handling areas, material storage areas, process areas, waste disposal areas, airplane deicing and anti-icing areas, glycol storage, processing and handling areas, and runway deicing and rubber removal. The site map shall also include: all underground injection control (UIC) systems, including systems that are owned or operated by RIAC's tenants; all outfall pipes, including pipes that are owned or operated by RIAC's tenants; all aboveground storage tanks (ASTs) and underground storage tanks (USTs), including tanks that are owned or operated by RIAC's tenants; and all floor drains in each building, including floor drains that are located in buildings that are owned or operated by RIAC's tenants (the location of the discharge point must be provided for each floor drain). The SWPPP shall identify in the site map airplane deicing areas, glycol storage areas, and vehicle washing areas and contain procedures to ensure that these activities occur only in the areas identified in the SWPPP. In addition, the Plan shall describe and ensure the implementation of Best Management Practices (BMPs) that are to be used to reduce or eliminate the pollutants in storm water discharges associated with industrial activity at the facility and to assure compliance with the terms and conditions of this permit; provide a description of potential sources which may be reasonably be expected to add significant amounts of pollutants to storm water discharges or which may result in the discharge of pollutants during dry weather from separate storm sewers draining the facility; and provide a description of storm water management controls appropriate for the facility and implement such controls.
2. The SWPPP shall be signed by the permittee in accordance with RIPDES Rule 12 and retained on-site. The SWPPP shall be made available upon request by the DEM.
3. The Director may notify the permittee at any time that the Plan does not meet one or more of the minimum requirements of the permit. After such notification from the Director, the permittee shall make changes to the Plan and shall submit to the Director a written certification that the requested changes have been made. Unless otherwise provided by the Director, the permittee shall have thirty (30) days after such notification to make the necessary changes. The permittee shall immediately amend the Plan whenever: 1) there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the waters of the State; 2) a release of reportable quantities of hazardous substances and oil; or 3) if the SWPPP proves to be ineffective in achieving the general objectives of controlling pollutants in storm water discharges associated with industrial activity. Changes must be noted and then submitted to this Department within thirty (30) days of amending the plan. Amendments to the Plan may be reviewed by the Department in the same manner as specified above.
4. In addition to the requirements in Part I.B.1., the SWPPP, shall contain the following items:
  - a. Deicing Fluid Collection and Management. A description of equipment and operation and management procedures related to deicing fluid usage and collection. The description of such operations and procedures must address the following minimum components:

- (1) *Collection Program Operating Procedures.* Standard operating procedures and overall glycol recovery goals for the collection program must be detailed. The terminal area and cargo glycol collection system shall be sized to collect 99.9% of all flows above the diversion concentrations (2,950 mg/l for the terminal area and 1,000 mg/l for the cargo area) based on simulations of 62 years of historical data. Operations and equipment for the various components of the collection program that must be addressed include, at a minimum, the following:
- i. Implementation of the Deicer Management System of real-time monitoring and collection, storage and discharge to the sanitary sewer system of glycol-impacted stormwater; from the terminal deicing area that exceeds 2,950 mg/l propylene glycol (or its surrogate equivalent); and, glycol-impacted stormwater from the cargo deicing area that exceeds 1,000 mg/l propylene glycol (or its surrogate equivalent);
    - a. The diverted glycol-impacted storm water from the terminal and cargo area collection systems will be treated on-site and discharged to the City of Warwick sanitary sewer system.
    - b. The terminal area collection system will be installed with one point of diversion, but be designed to be capable of incorporating two additional diversion points.
    - c. The Deicer Management System will function in concert with the glycol blending facility.
    - d. If the GlyCAST™ model or other simulation is used as a decision making tool to justify structural changes that are subject to approval by the RI DEM after the diversion system is in place, RIAC will calibrate the model with empirical data collected from permit sampling requirements and the operation of the diversion system. RIAC will provide RI DEM with the calibration data.
  - ii. Seasonal collection program operating schedule including procedures and a schedule to ensure that all collection, handling, and processing equipment is on-site and operational prior to October 15<sup>th</sup> of each year. The operating schedule shall be submitted annually with the third quarter Discharge Monitoring Report (DMR) forms due by October 15<sup>th</sup>;
  - iii. Dry weather and wet weather operating procedures;
  - iv. Management and description of glycol storage tanks;
  - v. Recordkeeping forms and procedures;
  - vi. Procedures for calibration and assessment of the on-line TOC sample collection and analysis system associated with the cargo and terminal area deicer fluid collection systems and for determination of the corresponding propylene glycol concentrations. These procedures shall include collection of discrete samples (from both the cargo and terminal area systems) during a deicing event, when flow exists at the downstream sampling location for analysis of TOC and PG.
  - vii. Operation of mobile collection units, included a unit dedicated to the Cargo area for dry weather and secondary deicing
    - a. Operation of mobile collection units and glycol recovery vehicles during dry weather and wet weather deicing events when activity within the terminal and cargo area is conducive to GRV use collection (i.e. "low activity wet weather") and at secondary deicing locations.
    - b. Location and operation of catch basin valve inserts;

- c. Procedures for ensuring that aircraft deicing fluids (ADFs) do not enter the storm drainage system near secondary deicing areas. Catch basin inserts in secondary deicing areas shall remain closed during deicing events. The inserts may be opened once the deicing fluids have been collected.
  - d. Collection equipment for each area where deicing occurs and associated temporary or day storage tanks of adequate capacity located in an area that will allow collection equipment to expeditiously resume collection activities after reaching capacity.
  - e. Training program for secondary deicing and dry weather glycol collection and processing facility personnel
- viii. Procedures for assessment of the period between measurement of PG concentrations that exceeds the diversion limit for both the terminal and cargo areas and cessation of flow toward the outfall due to pump start-up, dewatering of the pump wet well and dewatering of the outfall line at the point of flow measurement. The assessment shall be conducted during start-up and commissioning of the collection and treatment system and the results submitted by February 15, 2015. The permittee may request or DEM may initiate permit modification procedures to change the approved Response Period based on the results of this assessment.

(2) *Aircraft and Pavement Deicing Material Usage, Storage, and Collection.* The permittee shall implement practices for the management of aircraft and pavement deicing materials. The practices shall be designed to minimize the discharge of aircraft deicing fluids. Practices should include encouraging airlines to consider minimizing fluids applied to aircraft through improved application methods and innovative deicing technologies. Procedures shall include an evaluation of measures to minimize contact with storm water, to minimize the volumes of glycols used (with due consideration of FAA requirements and safety) as well as measures to prevent releases from accidental leaks and spills of deicing materials. The permittee shall develop an airport deicing management plan. This plan shall establish practices and procedures for collection of aircraft deicing fluids as well as pavement deicers. This plan shall be developed in cooperation with tenants and personnel involved with application and collection of deicing materials. With due consideration of safety and other regulatory requirements, such as FAA, the goal of the program shall be to minimize the discharge of deicing materials as follows:

- i. The permittee shall evaluate ADFs that are new or demonstrate less aquatic toxicity than those currently in use. Annually the permittee must provide information to tenants identifying less toxic ADFs encouraging tenants to utilize the most environmentally sensitive ADFs.
- ii. The permittee shall evaluate the feasibility of preventative anti-icing techniques. Annually the permittee shall provide information to tenants identifying various practices and encouraging the tenants to implement techniques as practicable.
- iii. The permittee shall evaluate aircraft deicing fluid application practices to identify means to reduce the discharge of aircraft deicing fluid. This shall include an evaluation of technologies such as hot air-low flow application equipment and techniques such as protective enclosures for applicators as well as varying the aircraft deicing fluid concentrations dependent upon ambient conditions. Annually the permittee shall provide information to

tenants identifying various practices and encouraging the tenants to implement techniques as practicable.

- iv. Implements BMPs for the management of glycol contaminated snow or frozen precipitation with the goal of reducing the amount of glycol discharged to the storm water system from melting snow contaminated with glycol and increasing the amount of glycol collected. Glycol impacted snow from the terminal and cargo areas will be plowed to areas within the drainage area of the terminal area and cargo glycol collection systems. Discharge from the portable snow melter will be routed to the terminal and cargo diversion structures where runoff greater than or equal to 2,950 and 1,000 mg/l of glycol from the terminal area and cargo areas, respectively will be collected. Collected snowmelt above the diversion concentrations shall be stored, treated and discharged to the sanitary sewer system. Snow melt will not be detained to enable dilution below the propylene glycol limits identified above point. Subject to the requirements above, snow melt/runoff concentrations below the concentrations identified may be discharged to the outfall.
  - v. Provides secondary containment for all aircraft deicing fluid storage facilities. These facilities shall be designed to reduce or eliminate the release of glycol to the storm sewer system.
  - vi. Implements BMPs for glycol and pavement deicer (i.e. potassium acetate and sodium formate) storage, transfer, and application practices that include a glycol inventory system and glycol handling procedures for all tenants. The inventory program must include daily record keeping of the amount purchased, amount used, a routine monthly reconciliation and routine visual inspection of storage facilities and handling equipment for drips, leaks, and spills. The BMPs must also include Standard Operating Procedures (SOPs) for reporting and responding to spills that includes basic information to be reported to RIAC and DEM (as necessary) including the amount spilled supported by inventory reconciliation.
  - vii. Implement an annual pavement sealing program for aircraft deicer application areas in order to enhance capture and conveyance of glycol impacted storm water and reduce potential for vertical migration.
  - viii. Provide a statement indicating that to the best of the permittee's knowledge there are no storm water or non-storm water connections to the terminal drainage system (that is directed to the diversion point or the western oil water separator located in the mid field area) that are not related to the dedicated terminal deicing areas. If any such connections are discovered, the ancillary flows will be rerouted such that they do not contribute to the terminal collection system flow.
- b. Runway Rubber Removal Procedures. This permit does not authorize the dry weather discharge of chemicals or wastewater associated with pavement and runway de-rubberizing. The permittee shall implement BMPs that include but are not limited to; performing all runway de-rubberizing during dry weather, using environmentally sensitive products, temporarily sealing the collection system, and rinsing/washing the product off the paved surfaces directed to grassy areas that infiltrate, or impervious areas where it shall be collected and disposed of prior to the next precipitation event.

- c. Odor and Bacteria Growth Response. The permittee shall develop and implement procedures to identify and respond to occurrences of odors and bacteria growths at outfalls and receiving streams that may be associated with airplane and runway deicing fluids, and amend the SWPPP to include these procedures. At a minimum, the procedures shall include routine observations of storm water outfalls and the receiving streams that receive discharges of storm water associated with deicing activities for the presence of odors and bacteria growths and procedures to respond to the identified odors and bacteria growths.
- (1) Within twenty-four (24) hours of being notified by RIDEM that an odor complaint that violates state water quality standards has been received, the permittee shall perform the following:
- i. Inspect all outfalls associated with the complaint for dry weather flows and obtain samples of all dry weather discharges and analyze for propylene glycol;
  - ii. Obtain instream samples at the location of the odor complaint and analyze for propylene glycol;
  - iii. Inspect all storm water collection system appurtenances and deicing areas associated with the complaint for evidence of residual glycols and clean as appropriate;
  - iv. Within five (5) days of receipt of laboratory analysis for the abovementioned instream samples, the permittee shall submit a report that describes the following: (a) Dates/times complaints received; (b) Dates/times notified by RIDEM; (c) Summary of recent deicing activities and collection efforts that includes the climatic conditions, amount of deicing chemicals used and recovered, a description of the glycol management BMPs implemented, locations of observed odors, measured concentrations of glycol in the discharge and the receiving stream, remedial actions to be taken to mitigate future occurrences and recommend additional investigations, controls and amendments to the SWPPP as necessary .
  - v. If the odors are evident during a dry weather period or after the deicing season has ended and/or the dry weather discharges from storm water outfalls are found to contain detectable levels of propylene glycol, the recommendations must include a scope of work and implementation schedule to perform additional investigations of the collection system and an investigation of the potential for groundwater to be contaminated with propylene glycol and to what extent it may enter the storm drain system and contribute to the occurrences of nuisance odor conditions. The plan must also identify potential remedies that may be implemented and include an implementation schedule should the investigation indicate that groundwater contaminated with propylene glycol contributes or is responsible for nuisance odor conditions in the outfalls and the receiving waters.

The permittee shall develop and implement a plan to document the occurrence and extent of iron-fixing and/or *Sphaerotilus* bacteria growths at all outfalls that receive discharges of deicing fluids and the downstream receiving waters. The permittee shall perform this investigation annually to determine to what extent the conditions have changed and make recommendations for additional controls and amendments to the SWPPP as necessary should nuisance growths continue to occur. This plan should consider the removal of existing

bacteria growth from outfalls and documenting the conditions associated with observed bacteria growths in an effort to understand contributing factors and identify measures to eliminate or reduce bacteria growth.

- d. Pesticide Management. The permittee shall develop and implement BMPs for pesticide management with the goal of reducing or eliminating the concentrations and loads of pesticides in storm water discharges to the receiving waters. Mosquito control products shall be employed in accordance with State requirements by qualified personnel.
- e. Illicit Discharge Detection and Elimination. The permittee shall maintain and continue to implement and enforce a program to detect and eliminate illicit discharges or flows into the Airport's storm drainage system. The program established in the SWPPP shall continue to include the following:
  - (1) The plan must effectively prohibit non-storm water discharges into the system that are not authorized under this permit or the SWPPP. The plan shall include consideration of policies, contractual agreements, or other mechanisms that include sanctions for non-compliance. Procedures shall include inspections, site visits, audits, and notification for referral to DEM for enforcement action.
  - (2) The allowable non-storm water discharges listed in Part I.A.6.c. of the Permit must be addressed if they are identified by the permittee or the Department as being significant contributors of pollutants.
  - (3) The SWPPP must contain procedures to identify and locate illicit discharges, the source of the discharge, remove illicit discharges, document actions, and evaluate impact on storm water drainage system subsequent to the removal.
  - (4) The permittee must inform employees, businesses, contractors, and tenants of hazards associated with illegal discharges and improper waste disposal including, but not limited to, vehicle wash water and dry weather discharge of deicing chemicals.
  - (5) An annual inspection of catch basins and manholes for illicit connections, investigation of complaints, and dry weather field screening for non-storm water flows and field tests of selected parameters as indicators of illicit discharge sources as follows:
    - i. The permittee must keep records of all inspections and corrective actions required and completed.
    - ii. Implementation of procedures for dry weather surveys including field screening for non-storm water flows and field tests of selected parameters and bacteria. Dry weather surveys must be conducted no less than 72 hours after the last rain fall of 0.10 inches or more. At a minimum, all dry weather flows observed during the screening from outfalls must be collected and analyzed for temperature, conductivity, pH, propylene glycol and bacteria. It is recommended that flow measurements be conducted. In addition, visual observations must include but not be limited to the following: odors, sheen, stressed vegetation, coloration/staining, algae growth, sedimentation and/or scouring in the vicinity of the outfalls. If visual observations indicate the presence of illicit discharges additional sampling and analysis for any other parameters that may be useful in the identification of the illicit discharge must be performed as warranted. Dry weather survey results must be summarized in a table and include at a minimum,

- the following information: location (latitude/longitude), size and type of outfall (e.g. 15" diameter concrete pipe), flow (indicate if flowing or not, include flow rate if determined), sample results, results of other parameters if measured (e.g. temperature, conductivity, and pH), and sample analysis method (e.g. Standard Methods for the Examination of Water and Wastewater). The permittee must perform one (1) survey annually, to be conducted between October 1<sup>st</sup> – March 31<sup>st</sup>.
- iii. Annually, the permittee shall provide a report certifying that all discharges have been inspected and tested for the presence of non-storm water discharges. If no flow is observed the report shall include the date of outfall inspection and a certification that no flow was observed. If flow is observed the report must include a description of the results of any test for the presence of non-storm water discharges, the methods used, and the date of any testing. The report shall include a plan and schedule for investigating and removing the source of non-storm water flows.
- (6) The Plan must include development and implementation of sanitary waste handling BMPs to reduce the potential that storm water runoff will come in contact with or become contaminated by sanitary wastes associated with handling sanitary wastes from airplanes.
- f. Post-Construction Storm Water Management in New Development and Redevelopment. The permittee shall develop and implement a program to address storm water runoff from new development and redevelopment projects. The plan must address direct discharges of storm water to waters of the State in addition to the discharges to the storm drainage system. The program must ensure that controls are in place to prevent or minimize water quality impacts. The post-construction program must include:
- (1) Development and implementation of strategies which include a combination of structural methods such as detention basins, wet basins, infiltration basins and trenches, dry wells, galleys, vegetated swales and vegetated filter strips and/or non-structural BMPs.
  - (2) Procedures for site plan review to ensure that design of controls to address post-construction runoff are consistent with: The State of Rhode Island Storm Water Design and Installation Manual (as amended).
  - (3) Procedures to ensure adequate and long-term operation and maintenance of BMPs.
  - (4) Procedures to develop and implement strategies to reduce runoff volume which may include minimizing impervious areas such as roads, parking, paving or other surfaces, encouraging infiltration of non-contaminated runoff, preventing channelization, encouraging sheet flow, and where appropriate, preserving, enhancing or establishing buffers along surface water bodies and tributaries.
  - (5) Planned construction activities (such as terminal expansion or future pavement reconstruction/maintenance) to evaluate and if determined necessary for glycol containment, add additional drainage infrastructure to facilitate and/or enhance glycol-impacted storm water capture in the area(s) of construction.
- g. Drainage Master Plan. The Drainage Master Plan dated October 2008 shall be amended to incorporate the Deicer Fluid Collection and Management system described in Part I.B.4.a.(1). The plan shall provide the permittee with a detailed plan of the existing drainage, topography, and land use which will also be used to

assess existing conditions and storm water impacts as well as to determine the impact of future development at the facility.

h. Water Quality Monitoring. The permittee shall conduct instream water quality monitoring in order to evaluate storm water impacts on the receiving water bodies of the outfalls of the Airport's storm water drainage system. The monitoring shall be conducted annually and be coordinated with an outfall monitoring event during the deicing season as specified in Part I.A.1., I.A.2., I.A.4, and I.A.5. This monitoring will assist in determining the Airport's compliance with state water quality standards. The water quality monitoring plan shall consist of the following conditions:

(1) *Water Quality Monitoring Events and Locations.* Instream monitoring shall be conducted at the following four (4) receiving water locations: 1. The inlet to Warwick Pond at Lake Shore Drive; 2. The outlet to Warwick Pond; 3. Buckeye Brook at Rufus Road and; 4. Buckeye Brook at West Shore Road. The monitoring shall be conducted during a frozen precipitation event (i.e. snow, sleet, freezing rain) during the deicing season (October 1 – March 31) at the T.F. Green Airport while aircraft deicing is occurring. This monitoring shall be coordinated with storm water outfall sampling as specified in Part I.A.1., I.A.2., I.A.4, and I.A.5 of the permit.

(2) *Monitoring Parameters, Frequency, and Duration.* Water quality parameters monitored will include pH, temperature, conductivity, dissolved oxygen (DO), running average DO saturation over a 24-hour period, BOD<sub>5</sub>, COD, and propylene glycol. During the collection of samples a visual observation of the receiving waterbody shall be made to account for any discoloration and/or foaming and an observation to account for the presence of any nuisance odors. The frequency of monitoring will occur every four-(4) hours after the onset of the deicing event. The duration of the monitoring shall be approximately 48 hours after the onset of the storm event. The water quality monitoring schedule is summarized in the following table:

Station Type	Locations	Parameters	Approximate Frequency	Duration
Receiving Waters	Warwick Pond (Inlet) Warwick Pond (Outlet) Buckeye Brook (at Rufus Road) Buckeye Brook (at West Shore Road)	pH Temperature Conductivity DO DO saturation BOD <sub>5</sub> COD Propylene Glycol	Every 4 hours	2 days

- i. Site Inspection. An annual site inspection must be conducted by appropriate personnel named in the SWPPP to verify that the description of potential pollutant sources is accurate, that the drainage map has been updated or otherwise modified to reflect current conditions, and controls to reduce pollutants in storm water discharges associated with industrial activity identified in the Plan are being implemented and are adequate. A tracking or follow up procedure must be used to ensure that the appropriate action has been taken in response to the inspection. Records documenting significant observations made during the site inspection must be retained as part of the SWPPP for a minimum of five (5) years.
  
- j. Consistency with Other Plans. Storm water management controls may reflect requirements for Spill Prevention Control and Countermeasure (SPCC) plans under Section 311 of the Clean Water Act or Best Management Practices (BMP) Programs otherwise required by a RIPDES permit and may incorporate any part of such plans into the SWPPP by reference.

**C. DETECTION LIMITS**

The permittee shall assure that all stormwater testing required by this permit, is performed in conformance with the method detection limits listed below **(the EPA method is noted for reference, other EPA approved methods found in 40 CFR Part 136 may be utilized)**. **All sludge testing required by this permit shall be in conformance with the method detection limits found in 40 CFR 503.8.** In accordance with 40 CFR Part 136, EPA approved analysis techniques, quality assurance procedures and quality control procedures shall be followed for all reports required to be submitted under the RIPDES program. These procedures are described in "Methods for the Determination of Metals in Environmental Samples" (EPA/600/4-91/010) and "Methods for Chemical Analysis of Water and Wastes" (EPA/600/4-79/020).

The report entitled "Methods for the Determination of Metals in Environmental Samples" includes a test which must be performed in order to determine if matrix interferences are present, and a series of tests to enable reporting of sample results when interferences are identified. Each step of the series of tests becomes increasingly complex, concluding with the complete Method of Standard Additions analysis. The analysis need not continue once a result which meets the applicable quality control requirements has been obtained. Documentation of all steps conducted to identify and account for matrix interferences shall be submitted along with the monitoring reports.

If, after conducting the complete Method of Standard Additions analysis, the laboratory is unable to determine a valid result, the laboratory shall report "could not be analyzed". Documentation supporting this claim shall be submitted along with the monitoring report. If valid analytical results are repeatedly unobtainable, DEM may require that the permittee determine a method detection limit (MDL) for their effluent or sludge as outlined in 40 CFR Part 136, Appendix B.

Therefore, all sample results shall be reported as: an actual value, "could not be analyzed", less than the reagent water MDL, or less than an effluent or sludge specific MDL. The effluent or sludge specific MDL must be calculated using the methods outlined in 40 CFR Part 136, Appendix B. Samples which have been diluted to ensure that the sample concentration will be within the linear dynamic range shall not be diluted to the extent that the analyte is not detected. If this should occur the analysis shall be repeated using a lower degree of dilution.

When calculating sample averages for reporting on discharge monitoring reports (DMRs):

1. "could not be analyzed" data shall be excluded, and shall not be considered as failure to comply with the permit sampling requirements;
2. results reported as less than the MDL shall be included as values equal to the MDL, and the average shall be reported as "less than" the calculated value.

For compliance purposes, DEM will replace all data reported as less than the MDL with zeroes, provided that DEM determines that all appropriate EPA approved methods were followed. If the re-calculated average exceeds the permit limitation it will be considered a violation.

**LIST OF TOXIC POLLUTANTS**

The following list of toxic pollutants has been designated pursuant to Section 307(a)(1) of the Clean Water Act. The Method Detection Limits (MDLs) represent the required Rhode Island MDLs.

(Updated: March 28, 2000)

<b>Volatiles - EPA Method 624</b>			<b>Pesticides - EPA Method 608</b>		
		<b>MDL ug/l (ppb)</b>			<b>MDL ug/l (ppb)</b>
1V	acrolein	10.0	17P	heptachlor epoxide	0.040
2V	acrylonitrile	5.0	18P	PCB-1242	0.289
3V	benzene	1.0	19P	PCB-1254	0.298
5V	bromoform	1.0	20P	PCB-1221	0.723
6V	carbon tetrachloride	1.0	21P	PCB-1232	0.387
7V	chlorobenzene	1.0	22P	PCB-1248	0.283
8V	chlorodibromomethane	1.0	23P	PCB-1260	0.222
9V	chloroethane	1.0	24P	PCB-1016	0.494
10V	2-chloroethylvinyl ether	5.0	25P	toxaphene	1.670
11V	chloroform	1.0			
12V	dichlorobromomethane	1.0			
14V	1,1-dichloroethane	1.0	<b>Base/Neutral - EPA Method 625</b>		
15V	1,2-dichloroethane	1.0	1B	acenaphthene *	1.0
16V	1,1-dichloroethylene	1.0	2B	acenaphthylene *	1.0
17V	1,2-dichloropropane	1.0	3B	anthracene *	1.0
18V	1,3-dichloropropylene	1.0	4B	benzidine	4.0
19V	ethylbenzene	1.0	5B	benzo(a)anthracene *	2.0
20V	methyl bromide	1.0	6B	benzo(a)pyrene *	2.0
21V	methyl chloride	1.0	7B	3,4-benzofluoranthene *	1.0
22V	methylene chloride	1.0	8B	benzo(ghi)perylene *	2.0
23V	1,1,2,2-tetrachloroethane	1.0	9B	benzo(k)fluoranthene *	2.0
24V	tetrachloroethylene	1.0	10B	bis(2-chloroethoxy)methane	2.0
25V	toluene	1.0	11B	bis(2-chloroethyl)ether	1.0
26V	1,2-trans-dichloroethylene	1.0	12B	bis(2-chloroisopropyl)ether	1.0
27V	1,1,1-trichloroethane	1.0	13B	bis(2-ethylhexyl)phthalate	1.0
28V	1,1,2-trichloroethane	1.0	14B	4-bromophenyl phenyl ether	1.0
29V	trichloroethylene	1.0	15B	butylbenzyl phthalate	1.0
31V	vinyl chloride	1.0	16B	2-chloronaphthalene	1.0
			17B	4-chlorophenyl phenyl ether	1.0
			18B	chrysene *	1.0
			19B	dibenzo (a,h)anthracene *	2.0
			20B	1,2-dichlorobenzene	1.0
			21B	1,3-dichlorobenzene	1.0
			22B	1,4-dichlorobenzene	1.0
			23B	3,3' -dichlorobenzidine	2.0
			24B	diethyl phthalate	1.0
			25B	dimethyl phthalate	1.0
			26B	di-n-butyl phthalate	1.0
			27B	2,4-dinitrotoluene	2.0
			28B	2,6-dinitrotoluene	2.0
			29B	di-n-octyl phthalate	1.0
			30B	1,2-diphenylhydrazine (as azobenzene)	1.0
			31B	fluoranthene *	1.0
			32B	fluorene *	1.0
			33B	hexachlorobenzene	1.0
			34B	hexachlorobutadiene	1.0
			35B	hexachlorocyclopentadiene	2.0
			36B	hexachloroethane	1.0
			37B	indeno(1,2,3-cd)pyrene *	2.0
			38B	isophorone	1.0
			39B	naphthalene *	1.0
			40B	nitrobenzene	1.0
			41B	N-nitrosodimethylamine	1.0
			42B	N-nitrosodi-n-propylamine	1.0
			43B	N-nitrosodiphenylamine	1.0
			44B	phenanthrene *	1.0
			45B	pyrene *	1.0
			46B	1,2,4-trichlorobenzene	1.0
<b>Acid Compounds - EPA Method 625</b>			<b>MDL ug/l (ppb)</b>		
1A	2-chlorophenol	1.0			
2A	2,4-dichlorophenol	1.0			
3A	2,4-dimethylphenol	1.0			
4A	4,6-dinitro-o-cresol	1.0			
5A	2,4-dinitrophenol	2.0			
6A	2-nitrophenol	1.0			
7A	4-nitrophenol	1.0			
8A	p-chloro-m-cresol	2.0			
9A	pentachlorophenol	1.0			
10A	phenol	1.0			
11A	2,4,6-trichlorophenol	1.0			
<b>Pesticides - EPA Method 608</b>			<b>MDL ug/l (ppb)</b>		
1P	aldrin	0.059			
2P	alpha-BHC	0.058			
3P	beta-BHC	0.043			
4P	gamma-BHC	0.048			
5P	delta-BHC	0.034			
6P	chlordan	0.211			
7P	4,4' -DDT	0.251			
8P	4,4' -DDE	0.049			
9P	4,4' -DDD	0.139			
10P	dieldrin	0.082			
11P	alpha-endosulfan	0.031			
12P	beta-endosulfan	0.036			
13P	endosulfan sulfate	0.109			
14P	endrin	0.050			
15P	endrin aldehyde	0.062			
16P	heptachlor	0.029			

**OTHER TOXIC POLLUTANTS**  
**Updated: March 28, 2000**

	MDL ug/l (ppb)
Antimony, Total	5.0 - EPA Method 200.9
Arsenic, Total	5.0 - EPA Method 206.9
Beryllium, Total	0.2 - EPA Method 210.2 <sup>1</sup>
Cadmium, Total	1.0 - EPA Method 200.9
Chromium, Total	5.0 - Standard Methods 18 <sup>th</sup> Ed. 3113B
Chromium, Hexavalent***	20.0 - Standard Methods 16 <sup>th</sup> Ed., 312.B
Copper, Total	20.0 - EPA Method 200.7
Lead, Total	3.0 - EPA Method 200.9
Mercury, Total	0.5 - EPA Method 245.1
Nickel, Total	10.0 - EPA Method 200.7
Selenium, Total	5.0 - EPA Method 200.9
Silver, Total	1.0 - Standard Methods 18 <sup>th</sup> Ed. 3113B
Thallium, Total	5.0 - EPA Method 200.9
Zinc, Total	20.0 - EPA Method 200.7
Asbestos	**
Cyanide, Total	10.0 - EPA Method 335.4
Phenols, Total***	50.0 - EPA Method 420.2
TCDD	**
MTBE (Methyl Tert Butyl Ether)	1.0 - EPA Method 524.2

\* Polynuclear Aromatic Hydrocarbons

\*\* No Rhode Island Department of Environmental Management (RIDEM) MDL

\*\*\* Not a priority pollutant as designated in the 1997 Water Quality Regulations (Table 5)

**NOTE:**

All MDLs have been established in accordance with the definition of "Detection Limits" in the RIDEM Water Quality Regulations for Water Pollution Control. Unless otherwise noted the MDLs have been determined in reagent water by the Rhode Island Department of Health, Division of Laboratories. The MDL for a given analyte may vary with the type of sample. MDLs which are determined in reagent water may be lower than those determined in wastewater due to fewer matrix interferences. Variability in instrument performance can also lead to inconsistencies in determinations of MDLs.

<sup>1</sup>Method detection limits for these metals analyses were determined by the USEPA. They are not contrived values and should be obtainable with any satisfactory atomic absorption spectrophotometer. To insure valid data the analyst must analyze for matrix interference effects and if detected treat accordingly using either successive dilution matrix modification or method of Standard Additions (Methods for Chemical Analysis of Water and Wastes EPA-600/4-79/020).

To help verify the absence of matrix or chemical interference the analyst is required to complete specific quality control procedures. For the metals analyses listed above the analyst must withdraw from the sample two equal aliquots; to one aliquot add a known amount of analyte, and then dilute both to the same volume and analyze. The unspiked aliquot multiplied by the dilution factor should be compared to the original. Agreement of the results within 10% indicates the absence of interference. Comparison of the actual signal from the spiked aliquot to the expected response from the analyte in an aqueous standard should help confirm the finding from the dilution analysis. (Methods for Chemical Analysis of Water and Wastes EPA-600/4-79/020).

For Methods 624 and 625 the laboratory must on an ongoing basis, spike at least 5% of the samples from each sample site being monitored. For laboratories analyzing 1 to 20 samples per month, at least one spiked sample per month is required. The spike should be at the discharge permit limit or 1 to 5 times higher than the background concentration determined in Section 8.3.2, whichever concentration would be larger. (40 CFR Part 136 Appendix B Method 624 and 625 subparts 8.3.1 and 8.3.11).

**D. MONITORING AND REPORTING**

1. Monitoring

All monitoring required by this permit shall be done in accordance with sampling and analytical testing procedures specified in Federal Regulations (40 CFR Part 136).

2. Reporting

a. *Discharge Monitoring Report (DMR) Forms.*

For all outfalls except 200A/300A: Monitoring results obtained during the previous quarter shall be summarized and reported on DMR Forms, postmarked no later than the 15<sup>th</sup> day of the month following the completed reporting period. A copy of the analytical laboratory report, specifying analytical methods used, shall be included with each report submission. Testing shall be reported as follows:

	<u>Quarter Testing To be performed</u>	<u>Report Due No later than</u>	<u>Results Submitted on DMR for</u>
First Quarter:	January 1– March 31	April 15	March
Second Quarter:	April 1– June 30	July 15	June
Third Quarter:	July 1– September 30	October 15	September
Fourth Quarter:	October 1–December 31	January 15	December

The first report is due on October 15, 2012.

For outfall 200A/300A: Monitoring results obtained during the previous month shall be summarized and reported on DMR Forms, postmarked no later than the 15<sup>th</sup> day of the month following the completed reporting period. A copy of the analytical laboratory report, specifying analytical methods used, shall be included with each report submission. The first report is due on November 15, 2015.

b. *End of Season Deicing Summary and Management Report.* An annual report must be prepared which provides a summary and description of glycol usage, collection and management activities during the previous deicing season. Such report shall be submitted annually, no later than June 15 following the deicing season and must include, at a minimum, the following:

- i. Tabular summary of aircraft deicing fluid usage and collection volumes (daily log of volumes of glycol used by each tenant/entity, total glycol used and collected per day that deicing occurs, total glycol used and collected annually, annual % glycol collected, and % glycol collected per storm event);
- ii. Summary of overall seasonal weather conditions;
- iii. A summary of all odor complaints received and any investigations and related amendments to the SWPPP and associated BMPs,
- iv. Recommendations for usage and collection procedures, and equipment to improve collection efficiencies and overall program management, enhanced BMPs and recommendations to amend the SWPPP. This shall include an assessment of the applicability of source reduction BMPs such as anti-icing techniques and innovative technologies as well as an assessment of practices and procedures employed during the monitoring event to identify necessary improvements for the next deicing season. The recommendations must include a schedule to amend the SWPPP and implement enhanced BMPs subject to the Director’s approval.
- v. A report summarizing the results of the real time monitoring of concentrations upstream of the cargo and terminal area diversion points which are less than the

appropriate diversion limit and are discharged to the outfall after the approved Response Period. The report shall include a frequency distribution of the glycol concentration and volume discharged between the 15 minute TOC measurements. The range of the frequency distribution cells and reporting format shall be established during the start-up and commissioning of the system as described in Part I.B.4.a.(1). The specific format that information is reported under this section may be modified upon written approval from DEM.

- c. *Wet Weather Deicing Event Specific Deicing Fluid Collection and Management Report.* For each wet weather event in which aircraft deicing occurs, an event specific report must be prepared. Such report(s) shall be submitted with the DMR Forms as specified in Part I.D, and must include, at a minimum, the following:
- i. Tabular summary of aircraft deicing fluid usage and collection volumes (daily log of volumes of glycol used by each tenant/entity, total glycol used and collected per day that deicing occurs, and % glycol collected per storm event. The report shall identify the amounts used and collected for the terminal and cargo areas and secondary deicing areas;
  - ii. Summary of climatic conditions that includes a discussion of types and timing of storms and resulting effect(s) on collection activities for each individual storm event;
  - iii. A daily log of collection efforts and glycol monitoring that includes the number of employees dedicated to GRV collection efforts, the times and amounts collected from each deicing area, times and locations of collection efforts at each deicing area, efforts made to collect runoff in a timely manner as soon as practical to the time of application and identification of any impediments to timely and efficient collection of concentrated runoff prior to dilution and observations and/or recommendations for improvements.
  - iv. A summary and event specific discussion of outfall and in-stream monitoring results for sampling events conducted under Part I.A.1 and Part I.B.4.h. and calibration sampling conducted under Part I.B.4.a.(1).viii.;
  - v. A summary of any odor complaints received during or subsequent to the deicing event and any associated investigations performed by RIAC;
  - vi. Recommendations for usage and collection procedures, equipment to improve collection efficiencies and overall program management, enhanced BMPs and recommendations to amend the SWPPP. This shall include an assessment of the applicability of source reduction BMPs such as anti-icing techniques and innovative technologies as well as an assessment of practices and procedures employed during the monitoring event to identify necessary improvements for the next wet weather deicing event. The permittee shall immediately amend the plan in accordance with Part I.B.3. and submit changes to the plan to the DEM within thirty (30) days of amending the plan.
  - vii. A report summarizing the results of the real time monitoring of concentrations upstream of the cargo and terminal area diversion points which are less than the appropriate diversion limit and are discharged to the outfall after the approved Response Period. The report shall include a frequency distribution of the glycol concentration, volume discharged between the 15 minute TOC measurements and a graph of the flow and concentration values recorded at the 15 minute increments. The range of the frequency distribution cells and reporting format shall be established during the start-up and commissioning of the system as described in Part I.B.4.a.(1). The specific format that information is reported under this section may be modified upon written approval from DEM

- d. *Water Quality Monitoring Results.* All results obtained from the instream water quality monitoring in Part I.B.4.h. shall be summarized and reported in a water quality monitoring report postmarked no later than the 15<sup>th</sup> day of the third month following the end of the winter deicing season. The first report shall be due on June 15, 2013.
3. Signed copies of DMR Forms, and all other reports required herein, shall be submitted to:

Electronic Computer Operator  
Office of Water Resources  
Rhode Island Department of Environmental Management  
235 Promenade Street  
Providence, Rhode Island 02908

**PROFESSIONAL SERVICES AGREEMENT**

**for**

**XXXXXXXXXX**

**Contract No. XXXXX**

PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "AGREEMENT"), entered into as of **(ENTER DATE OF AGREEMENT)**, by and between **(ENTER CONSULTANT NAME AND ADDRESS)**, (hereinafter referred to as "CONSULTANT") and the Rhode Island Airport Corporation (hereinafter referred to as "RIAC"),

**WITNESSETH THAT:**

WHEREAS, RIAC has a need for \_\_\_\_\_ ("SERVICES") for T.F. Green, North Central, Quonset, Westerly, Newport and Block Island airports (hereinafter referred to as the "AIRPORTS");

WHEREAS, RIAC has the authority to contract for such professional SERVICES; and

WHEREAS, CONSULTANT represents that it is experienced and has the authority to enter into agreement and capability to perform such SERVICES;

NOW THEREFORE, the parties do mutually agree as follows:

**1. ENGAGEMENT OF CONSULTANT**

RIAC hereby engages CONSULTANT and CONSULTANT hereby agrees to do, perform and carry out the SERVICES in accordance with this AGREEMENT upon RIAC providing written authorization to proceed. The term of this Agreement shall be for \_\_\_\_\_. **(INSERT TERM INFORMATION)**

**2. TASK ORDERS AND SCOPE OF SERVICES**

Task Orders, in the general form shown on Exhibit "A", shall be used to describe the parties' mutual agreement on the scope of services, schedule, compensation and any other particulars ("Task Orders").

Task Orders are binding only after acceptance and execution by duly authorized representatives of both parties. Each Task Order shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this AGREEMENT. In the event of an inconsistency between the terms of any Task Order and the terms of this AGREEMENT, the terms of this AGREEMENT shall govern.

**3. RIAC'S RESPONSIBILITY**

RIAC shall perform and provide the CONSULTANT with the following in a timely manner: (i) all available information in its possession pertinent to the SERVICES, including previous reports, drawings, specifications or any other data as may be reasonably required by CONSULTANT to perform the SERVICES; (ii) written notice whenever RIAC becomes aware of any information that affects the scope or timing of CONSULTANT'S SERVICES, or any defect in the CONSULTANT SERVICES; and (iii) access to all public and private property as necessary for the performance of the work to be undertaken by CONSULTANT pursuant to the SERVICES, and any Task Order issued pursuant thereto.

**4. CHANGES/AMENDMENT**

Except as provided in Section 32, below, no changes or amendments to this AGREEMENT or any Task Order shall be effective unless agreed to in writing by both RIAC and CONSULTANT. No restrictions, promises, warranties, covenants or undertakings shall exist other than those expressly set forth in the AGREEMENT or any duly executed Task Order.

**5. STANDARD OF CARE/WARRANTIES**

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. CONSULTANT warrants that: (i) it has the authority and right to enter into this AGREEMENT and any Task Order, to perform services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other CONSULTANT obligation; (ii) each of its employees has the proper skill, training and background necessary to accomplish their assigned tasks; (iii) all services will be performed in a competent and professional manner, by qualified personnel authorized, as necessary under applicable State and Federal laws to perform the work necessary to complete the SERVICES, and will conform to RIAC's requirements hereunder and all applicable State and Federal laws; (iv) neither any deliverables, information, or materials, nor the performance of any services by CONSULTANT will infringe upon or violate the rights of any third party and RIAC shall receive free and clear title to all works, materials, information and deliverables prepared and/or developed in connection with this AGREEMENT; and (v) RIAC shall have the right to use for its own purposes, any ideas, methods, techniques, materials and information provided to or otherwise obtained by RIAC as a result of this AGREEMENT, without restriction, liability or obligation, except as may be specified herein.

**6. INSURANCE**

CONSULTANT shall maintain the insurance coverages specified on Exhibit "C" during the term of this AGREEMENT.

**7. SUBCONSULTANTS**

- (a) Without limiting the ability of CONSULTANT to hire subconsultants or subcontractors in accordance with this AGREEMENT, RIAC shall have the right to require CONSULTANT to engage subconsultants or subcontractors (reasonably acceptable to CONSULTANT) to perform any of the work required for the successful completion of the SERVICES or any Task Order under this AGREEMENT.
- (b) In the event that CONSULTANT proposes to engage a subconsultant or subcontractor to perform work required pursuant to any Task Order, such Task Order shall include the name of each subconsultant or subcontractor performing the task and a detailed description of the work to be performed by each subconsultant or subcontractor. Reference to any subconsultant or subcontractor in an approved Task Order executed in accordance with this AGREEMENT shall be deemed written approval by RIAC of the subconsultant or subcontractor, but only insofar as and to the extent that the work to be performed by the subconsultant or subcontractor is described in such Task Order.
- (c) Except as authorized above, none of the services to be provided by CONSULTANT pursuant to this AGREEMENT shall be subcontracted or delegated, in whole or in part, to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of RIAC, such approval to be at RIAC's sole discretion.
- (d) CONSULTANT shall enter into a written agreement with each such subcontractor or subconsultant pursuant to which each such subcontractor or subconsultant agrees to be bound by the terms and conditions of this AGREEMENT. RIAC shall have right to obtain a copy of any proposed subcontract upon request.

**8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

RIAC fully supports the employment of disadvantaged business enterprises. The applicable contractual requirements are set forth in Exhibit E and fully incorporated herein by this reference.

**9. INDEMNIFICATION**

- (a) To the fullest extent permitted by law, CONSULTANT agrees to defend, indemnify and hold RIAC, the state of Rhode Island, and/or their respective current and former agents, officers, officials, directors, and, employees harmless from and against legal liability for all claims, demands, causes of action, judgments, losses, damages, and expenses, including, without limitation, attorneys' fees and court costs and expenses to the extent such claims, demands, causes of action, judgments, losses, damages, or expenses including without limitation, attorneys' fees and court costs and expenses are caused by (or in the case of the duty to defend are alleged to be caused by) (i) failure of the CONSULTANT, or the CONSULTANT's officers, employees, agents, representatives, subconsultants, or subcontractors to properly perform SERVICES, or (ii) the negligent or willfully tortious or unlawful acts, errors or omissions of CONSULTANT, CONSULTANT's officers, employees, agents, representatives, subconsultants, or subcontractors.
- (b) The CONSULTANT's indemnity and defense obligation under Section 9(a) shall supersede any provision contained herein or elsewhere to the contrary, and shall survive expiration or earlier termination of this AGREEMENT for a period equal to the statute of limitations for any action which could be brought against RIAC, the state of Rhode Island or their respective agents, officers, directors and employees and shall continue through the duration of any such action brought during the applicable time periods.
- (c) In claims against any person or entity indemnified under this Section 9 by an employee of the CONSULTANT or its subcontractor, subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 9 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONSULTANT, a subcontractor or a subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

**10. WAIVER OF DAMAGES**

Notwithstanding any other provision of this AGREEMENT, to the fullest extent permitted by law, neither RIAC nor the state of Rhode Island, nor their respective agents, parent or subsidiary corporations, affiliates, shareholders, investors, directors, officers, employees, representatives, attorneys or agents shall be liable, whether in contract, tort, negligence, strict liability or otherwise, for any lost or prospective profits or any other special, punitive, exemplary, indirect, incidental or

consequential losses or damages arising out of or in connection with this AGREEMENT, or termination thereof, or any failure of performance related hereto, howsoever caused, whether arising from such person's sole, joint or concurrent negligence.

**11. DISPUTE RESOLUTION**

- (a) In the event of a dispute between RIAC and CONSULTANT arising out of or related to this AGREEMENT or any Task Order issued hereunder, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute within fifteen (15) calendar days of notice, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.
- (b) Should such negotiation or mediation fail to resolve the dispute within an additional fifteen (15) calendar day period, RIAC, in its sole discretion, thereafter, shall select either binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association, or State or Federal court seated in Rhode Island and having jurisdiction over such matter, as the next forum for dispute resolution. In the event that CONSULTANT is the party continuing to press a dispute not resolved in accordance with Section 11(a), RIAC shall make the foregoing forum determination within ten (10) business days of a written request from CONSULTANT. CONSULTANT consents to the personal jurisdiction of State or Federal courts seated in Rhode Island.
- (c) The provision of Section 11 shall survive expiration or earlier termination of this AGREEMENT.

**12. DOCUMENTS PROPERTY OF RIAC**

All documents, data, plans, reports and other materials prepared by CONSULTANT under this AGREEMENT shall become the property of RIAC and, at RIAC's option, shall be provided to RIAC in the electronic medium specified by RIAC (provided CONSULTANT has such capability); provided, however, that CONSULTANT shall have the right to retain copies of such documents and other materials for its records.

**13. DATA TO BE FURNISHED TO CONSULTANT**

All data, reports, records, plans, maps and other information as are available, in RIAC's custody, and necessary to carry out the SERVICES under this AGREEMENT shall be furnished to

CONSULTANT, without charge by RIAC, in a timely manner. RIAC shall coordinate with and assist CONSULTANT in obtaining all other information necessary to carry out the SERVICES.

**14. COORDINATION BETWEEN RIAC AND CONSULTANT**

- (a) Continuing coordination and communication shall be maintained between CONSULTANT and RIAC to ensure the timely completion of the SERVICES. To expedite such coordination and communications, RIAC shall designate a staff member as its representative to whom CONSULTANT shall direct all correspondence, progress reports, requests for information or assistance and other materials.
- (b) The CONSULTANT's designee, identified on the applicable Task Order, shall serve as the representative of CONSULTANT for the SERVICES and he/she or another CONSULTANT staff member acceptable to RIAC shall attend all meetings upon the reasonable request of RIAC.

**15. PERSONNEL**

CONSULTANT represents that it has, or will obtain at its sole cost and expense, all personnel required to perform the SERVICES required under this AGREEMENT and all Task Orders issued hereunder. Any and all persons engaged by CONSULTANT to perform the SERVICES shall be considered employees of CONSULTANT, not RIAC. Any of CONSULTANT's personnel or those of its subcontractors or subconsultants, specifically identified in a Task Order are considered essential to performance and may not be removed or replaced without the prior approval of RIAC. All personnel employed or engaged by CONSULTANT shall possess the necessary skills for performance under this AGREEMENT. CONSULTANT will at all times enforce proper discipline and good order among the personnel under its control or supervision.

**16. TIME IS OF THE ESSENCE**

The parties hereto agree that time is of the essence with respect to any deadline or schedule set forth in this AGREEMENT or any Task Order

**17. COMPENSATION**

RIAC agrees to pay CONSULTANT an amount in accordance with the Fee Arrangements set forth on Exhibit "D" and each Task Order.

**18. METHOD OF PAYMENT**

- (a) The specific method of payment for SERVICES to be rendered (i.e., lump sum, time and materials, etc.) shall be as set forth in Exhibit “D” or as separately established by Task Order. RIAC shall pay CONSULTANT in accordance with monthly invoices to be submitted by CONSULTANT. Invoices for time and material type contracts shall cover SERVICES performed during the preceding month and shall be for an amount calculated from the actual number of hours expended on the work by each staff member and the hourly rates specified in Attachment “D-1” to Exhibit “D”. Invoices for lump sum type contracts shall be based on percent complete of total project.
- (b) Out-of-pocket (direct) expenses shall be listed separately on any invoice and shall be in compliance with Attachment “D-2” to Exhibit “D”.
- (c) Subcontractors are to be considered as a direct expense when invoicing. No consultant mark-up will be allowed for subcontractor services.
- (d) From the total of the amount determined by RIAC to be payable on an invoice, CONSULTANT shall deduct a pre-determined percentage as set forth in Exhibit “D”, to be held as retainage and paid by RIAC upon completion of the Project.
- (e) RIAC shall pay CONSULTANT invoiced amounts within thirty (30) days after the date RIAC deems said invoice to represent a true and accurate detail of work performed and expenses. Invoices are due on the 15<sup>th</sup> of the month or the next business day should the 15<sup>th</sup> of the month fall on a weekend or State of Rhode Island recognized holiday. Invoices shall be accompanied by supporting documentation as required by RIAC.

**19. TERMINATION OF AGREEMENT FOR CAUSE OR RIAC’S CONVENIENCE**

- (a) This AGREEMENT may be terminated by either party upon written notice in the event of default under this AGREEMENT by the other party; provided, however, the non-performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure such default or to submit a plan for curing such default that is acceptable to the other party.
- (b) RIAC may terminate or suspend performance of this AGREEMENT for RIAC’s convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to RIAC, and RIAC shall pay CONSULTANT for SERVICES performed.

(c) The provisions of this Article shall also apply to each individual Task Order, separate and apart from any other Task Order, and without terminating or otherwise affecting this AGREEMENT as a whole.

**20. NOTICES**

Except as provided for otherwise herein, all notices, requests, demands and other communications required or permitted pursuant to this AGREEMENT shall be made in writing and shall be deemed to have been duly given if personally delivered or deposited in the United States mail, first class postage prepaid and addressed as follows:

To RIAC: Kelly J. Fredericks, P.E., A.A.E.  
President and CEO  
Rhode Island Airport Corporation  
T. F. Green Airport  
2000 Post Road  
Warwick, RI 02886

With copy to: General Counsel  
Rhode Island Airport Corporation  
T. F. Green Airport  
2000 Post Road  
Warwick, RI 02886

To CONSULTANT: (ENTER CONSULTANT NAME)  
**(CONTACT NAME/TITLE/ADDRESS)**

or to such other person or address as either party may specify by notice given as provided herein to the other party.

**21. FINDINGS CONFIDENTIAL**

Except as required by law, CONSULTANT shall not, at any time, divulge to any person any proprietary information or fact relating to the conduct, management or business of RIAC. All information relating to the details of the SERVICES and any other documents, data, plans, reports or other materials provided to or acquired by CONSULTANT in connection with this AGREEMENT shall be treated as confidential and used only in the performance of the services hereunder for the advancement of the interests of RIAC and the SERVICES. Except as required by law, no documents, data, plans, reports or other materials provided to or prepared or assembled by CONSULTANT in connection with this AGREEMENT shall be made available to any other individual or organization by CONSULTANT without prior written approval of RIAC.

**22. ASSIGNABILITY**

This AGREEMENT shall be binding upon and inure to the benefit of the successors, assigns or affiliates of CONSULTANT and RIAC. This AGREEMENT may not be assigned by either party hereto, in whole or in part, without the express written consent of the other party hereto and any attempted assignment in contravention of this provision shall be void and of no effect.

**23. NO THIRD-PARTY RIGHTS**

This AGREEMENT shall not create any right in or benefit to parties other than RIAC and CONSULTANT and their assignees or successors.

**24. NO JOINT VENTURE**

Nothing herein shall be construed to imply a joint venture or principal and agent relationship between RIAC and CONSULTANT, and neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.

**25. NONDISCRIMINATION**

RIAC does not tolerate the discrimination of any form. The applicable contract requirements for nondiscrimination are set forth in Exhibit E and fully incorporated herein by this reference.

**26. AVAILABILITY OF RECORDS**

CONSULTANT shall keep full, complete, and accurate books and records, showing all of its receipts and expenses pertaining to work related to this contract. Records include, but are not limited to, time and expense records. CONSULTANT shall, at all times, provide and maintain, in a true and accurate manner, and in accordance with General Accepted Accounting Principles (“GAAP”), such accounts, books, records and data as would reasonably be expected to be examined by an independent certified public accountant in performing an audit or examination of CONSULTANT’s receipts and expenses in accordance with GAAP and generally accepted auditing standards.

**27. NO WAIVER**

The failure of either party to enforce any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such party to enforce each and every provision. No RIAC payment to CONSULTANT for SERVICES performed under this AGREEMENT shall be construed as a waiver of any rights under this AGREEMENT.

**28. APPLICABLE LAWS**

CONSULTANT agrees to perform the SERVICES required hereunder in compliance with each Task Order and all applicable local, State and Federal laws and the rules, regulations, and requirements promulgated by RIAC from time to time.

**29. SEVERABILITY**

If a provision of this AGREEMENT is or becomes illegal, invalid, or unenforceable in any jurisdiction, that will not affect: (a) the legality, validity or enforceability in that jurisdiction of any other provision of this AGREEMENT; or (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this AGREEMENT.

**30. GOVERNING LAW**

This AGREEMENT shall be construed in accordance with the substantive and procedural laws of the State of Rhode Island, exclusive of its choice-of-law rules.

**31. AUDITS**

RIAC shall have the right, through its representatives, and at all reasonable times, to inspect, examine, copy, and audit such books and records and all documents related to any work that falls under this contract. The originals of all such records and documents shall be made available to RIAC at the airport during the contract term. CONSULTANT will maintain copies of all records and documents on electronic media, in the form customarily used in the industry, available for RIAC's inspection in printed form, for a period of not less than three (3) years following the latter of final payment for services, or contract completion.

**32. FAA REQUIRED CLAUSE**

RIAC adheres to all applicable FAA contractual and grant requirements. FAA required contract clauses are set forth in Exhibit E and, as applicable, are fully incorporated herein by this reference. Notwithstanding Section 4, above, CONSULTANT agrees that Exhibit E may be unilaterally amended by RIAC to update the FAA required clauses as necessary for RIAC to comply with its grant assurances and applicable law.

**33. SENSITIVE SECURITY INFORMATION.**

(a) CONSULTANT shall maintain in confidence, and shall cause its Key Employees (as hereinafter defined) to maintain in confidence, (a) all contract documents and information to be developed under this AGREEMENT, and (b) all records, documents, and information

provided to CONSULTANT by RIAC for CONSULTANT's preparation of said contract documents and information, that contain and/or constitute Sensitive Security Information ("SSI") as defined by 49 C.F.R. 1520.7, including without limitation, for (a) and (b), above, all data, plans, specifications, sketches, drawings, other renderings, individual personnel records, and all other records, documents and information that contain and/or constitute SSI. CONSULTANT shall restrict access to all such records, documents and information that contain and/or constitute SSI only to those employees of CONSULTANT who require such access to perform the services required under this Agreement (such employees, "Key Employees").

- (b) The unauthorized release of SSI is prohibited. All records, documents and information defined by 49 C.F.R. 1520 *et seq.* as SSI, or designated by RIAC as SSI, shall be marked, stored, distributed and destroyed in accordance with 49 C.F.R. 1520 *et seq.* SSI records, documents and information received during the course of this Agreement are the property of RIAC. No part of any such records or documents, or any of the information contained therein, may be photocopied or reproduced in any way except as specifically required or permitted by the terms of this AGREEMENT, or released to any person without the prior written permission of RIAC. Unauthorized possession, photocopying, reproduction, or release of such records and documents, or any portion of their contents, or failure to return them to RIAC immediately upon request, shall constitute a material breach of this AGREEMENT, and may result in immediate termination of this AGREEMENT and/or such other action as deemed appropriate by RIAC, including but not limited to referral to federal authorities [see 49 C.F.R. 1520.5(d)].

**34. CAMPAIGN FINANCE COMPLIANCE/MAJOR STATE DECISION-MAKER**

CONSULTANT certifies by the execution of this AGREEMENT that it is in full compliance with Rhode Island General Laws Chapter 27 of Title 17 and Chapter 14 of Title 36.

**34. ENTIRETY**

This AGREEMENT together with Exhibits, Task Orders, and attachments hereto, contains the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral.

**35. CAPTIONS**

The captions contained in this AGREEMENT are for reference only and are in no way to be construed as part of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed and intend to be legally bound hereby.

**ATTEST**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**RHODE ISLAND AIRPORT CORPORATION**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CONSULTANT**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit "A"**

**SAMPLE TASK ORDER**

**ENTER TASK ORDER NUMBER**  
**ENTER TYPE OF SERVICES**  
**For ENTER PROJECT NAME**  
**ENTER PROJECT CIP NUMBER**  
**AIP No. ENTER AIP NUMBER (if applicable)**  
**Contract No. ENTER CONTRACT NUMBER**

This Task Order is made as of this \_\_\_\_ (day) of \_\_\_\_\_, 20XX under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for (ENTER PSA TYPE OF SERVICES), dated (ENTER PSA DATE) (the "AGREEMENT") between the Rhode Island Airport Corporation ("RIAC") and (ENTER CONSULTANT NAME) ("CONSULTANT").

**Section A. – SERVICES**

A.1. CONSULTANT shall perform the following services:

**(ENTER DETAILED SCOPE OF SERVICES)**

(Collectively, "SERVICES").

A.2. In conjunction with the performance of the foregoing SERVICES, CONSULTANT shall provide the following submittals/deliverables (documents) to RIAC:

**LIST DELIVERABLES**

**Section B. – Schedule**

CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

**LIST MILESTONE DATES FOR SCHEDULE**

**Section C. – Compensation**

C.1. In return for the performance by CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed \$ \_\_\_\_\_, payable according to the following terms:

**ENTER PAYMENT TERMS OR CROSS EXHIBIT D TO AGREEMENT**

**Section D. – Subconsultants**

The following describes the scope, schedule and budget allocated to subcontractors and subconsultants used in performance of this Task Order.

**LIST SUBCONTRACTORS AND BUDGET INFORMATION**

The CONSULTANT shall ensure that all of the above-referenced subconsultants agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

**Section E. – Proposed Organization**

**LIST NAME AND TITLE OF PROPOSED STAFF**

**Section F. – RIAC’s Responsibilities**

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

**DEFAULT TO CONTRACT TERMS**

**Section G. – Other Provisions**

The parties agree to the following additional provisions with respect to this specific Task Order:

**ENTER OTHER PROVISIONS**

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

**RHODE ISLAND AIRPORT CORP.**

**(ENTER CONSULTANT NAME)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kelly J. Fredericks, P.E., A.A.E.

Name: \_\_\_\_\_

Title: President and CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "B"**

**TASK ORDER No. 1**

**ENTER TYPE OF SERVICES**  
**For ENTER PROJECT NAME**  
**ENTER PROJECT CIP NUMBER**  
**AIP No. ENTER AIP NUMBER (if applicable)**  
**Contract No. ENTER CONTRACT NUMBER**

This Task Order is made as of this \_\_\_\_ (day) of \_\_\_\_\_, 20XX, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT for (ENTER PSA TYPE OF SERVICES), dated (ENTER PSA DATE) (the "AGREEMENT") between the Rhode Island Airport Corporation ("RIAC") and (ENTER CONSULTANT NAME) ("CONSULTANT").

**Section A. – SERVICES**

A.1. CONSULTANT shall perform the following services:

**(ENTER DETAILED SCOPE OF SERVICES)**

(Collectively, "SERVICES").

A.2. In conjunction with the performance of the foregoing SERVICES, CONSULTANT shall provide the following submittals/deliverables (documents) to RIAC:

**LIST DELIVERABLES**

**Section B. – Schedule**

CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

**LIST MILESTONE DATES FOR SCHEDULE**

**Section C. – Compensation**

C.1. In return for the performance by CONSULTANT of the obligations set forth in this Task Order, RIAC shall pay to CONSULTANT an amount not to exceed \$XXXXXX, inclusive of expenses, payable according to the terms set forth on Exhibit D to the AGREEMENT.

CONSULTANT will bill on a time and materials basis and in accordance with Attachment A. Reasonable out-of-pocket expenses for telephone calls, transportation and subsistence related to site meetings and visits, reproduction of reports, express delivery and other services and materials, to include sub-consultant services will be billed at their actual cost with supporting detailed documentation.

From the total of the amount determined to be payable on an invoice, **XXXXX** percent (**XX%**) retainage of such total amount will be deducted and retained by RIAC until the final payment is made.

**Section D. – Subconsultants**

The following describes the scope, schedule and budget allocated to subcontractors and subconsultants used in performance of this Task Order.

**LIST SUBCONTRACTORS AND BUDGET INFORMATION**

The CONSULTANT shall ensure that all of the above-referenced subconsultants agree to carry insurance and to indemnify RIAC on the same terms and conditions as required in the AGREEMENT or any exhibit or schedule thereto.

**Section E. – Proposed Organization**

**LIST NAME AND TITLE OF PROPOSED STAFF**

**Section F. – RIAC’s Responsibilities**

RIAC shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, RIAC shall bear all costs incident to compliance with the following:

**DEFAULT TO CONTRACT TERMS**

**Section G. – Other Provisions**

The parties agree to the following additional provisions with respect to this specific Task Order:

**ENTER OTHER PROVISIONS**

Except to the extent modified herein, all terms and conditions of the AGREEMENT shall continue in full force and effect.

**RHODE ISLAND AIRPORT CORP.**

**(ENTER CONSULTANT NAME)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kelly J. Fredericks, A.A.E.

Name: \_\_\_\_\_

Title: President and CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "C"**

**ENTER TYPE OF SERVICES  
For ENTER PROJECT NAME  
ENTER PROJECT CIP NUMBER  
AIP No. ENTER AIP NUMBER (if applicable)  
Contract No. ENTER CONTRACT NUMBER**

**INSURANCE REQUIREMENTS**

1. CONSULTANT shall carry and maintain in full force and effect for the duration of this AGREEMENT, any supplements thereto, the insurance specified below. CONSULTANT shall submit to RIAC a certificate of insurance indicating the existence of such coverages prior to contract execution. If such insurance coverages are not maintained and documented by CONSULTANT, RIAC may consider the firm nonresponsive and may terminate this AGREEMENT.
2. The same insurance coverage shall be provided by or on behalf of all subconsultants and subcontractors engaged hereunder.
3. CONSULTANT (and all subconsultants and subcontractors) shall provide and maintain, at its own cost, the following minimum insurance:  
  
**(DEFAULT TO TERMS SPECIFIED IN THE RFP)**
4. RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of the Errors and Omission (Professional Liability) and Worker's Compensation insurance.

**Exhibit “D”**

**ENTER TYPE OF SERVICES**  
**For ENTER PROJECT NAME**  
**ENTER PROJECT CIP NUMBER**  
**AIP No. ENTER AIP NUMBER (if applicable)**  
**Contract No. ENTER CONTRACT NUMBER**

**FEE ARRANGEMENTS**

1. **(ENTER CONSULTANT’S NAME) (“CONSULTANT”)** fee to perform professional services set forth on an approved Task Order in conjunction with the AGREEMENT shall be invoiced on a not-to-exceed, time and materials basis and at the employee’s actual hourly rate, not to exceed the approved billable rates caps (see Attachment “D-1”) used to perform the work, except in the case of a lump sum Task Order. From the total of the amount determined to be payable on an invoice, **XXXXX** percent **(XX%)** of such total amount will be deducted and retained by RIAC until the final payment is made under said Task Order.
2. Reasonable out-of-pocket expenses for telephone calls, computer services, transportation and subsistence, reproduction of reports, express delivery and other services and materials, to include subconsultant services will be billed at their actual cost, and in compliance with Attachment “D-2”.
3. Prior to initiating any work for SERVICES under this AGREEMENT, CONSULTANT shall submit, in both electronic and hard copy, a proposed written work scope of services, proposed schedule of completion, list of deliverables, and an fee based on the approved billing rates and reimbursables specified in the AGREEMENT, CONSULTANT will only proceed when RIAC provides written notice to do so.
4. Invoices are due on the 10<sup>th</sup> of the month and shall be accompanied by supporting documentation as required. Invoices shall be addressed to:

Office of Procurement  
Rhode Island Airport Corporation  
2000 Post Road  
Warwick, RI 02886-1533

ATTACHMENT 'D-1'

**FEE SUMMARY**

## ATTACHMENT 'D-2'

The following has been established as acceptable expenses incurred while conducting RIAC business. It is recognized and anticipated that on certain occasions, circumstances may warrant deviations. In such cases, prior written approval must be obtained by the RIAC.

**Receipts must be submitted for all expenses.** Documentation shall include detailed receipts for all expenses (credit card receipts are **NOT** acceptable). Reimbursable expenses may include the following:

- The cost of travel. Modes of transportation that will adequately accommodate travel scheduling requirements and that are the most direct and cost effective to RIAC. The cost of air transportation shall not exceed the cost of coach airfare. Airfare will only be reimbursed up to the cost of coach airfare shown on the ticket, and not on the basis of any frequent flyer agreement.
- Employees will be reimbursed for the use of personal vehicles at the GSA approved rate.
- Ground transportation includes taxis, rental cars, buses and trains.
- RIAC will reimburse up to a full size automobile rental when other means of ground transportation would not be deemed cost effective.
- Parking costs, tolls, and other similar fees.
- Consultants conducting business at T. F. Green Airport should park in the hourly parking lot and have their tickets validated by RIAC Staff. RIAC will not reimburse for parking at T. F. Green Airport.
- All lodging will be at the single occupancy rate and must be supported and documented with detailed hotel receipts.
- RIAC will pay for reasonable meals and tips. If tips are given, the amount should be reflected on the receipt for the meal.
- Receipts for alcoholic beverages are **NOT** reimbursable.
- All travel and expense reports must be submitted for payment within one (1) month of the travel or expense.
- RIAC reserves the right to refuse payment of expenses submitted after one (1) month of being incurred.

Expenses that will be **disallowed** may include, but are not limited to the following:

- Unreasonable expenses, including meals, tips, lodging and transportation.
- Late fees, interest and/or finance charges due to untimely payments.
- Expenses submitted without a receipt.
- Expenses submitted with only credit card receipts.
- Mileage over and above the lesser of; mileage from CONSULTANT Rhode Island offices to T. F. Green or mileage from a CONSULTANT's employee's home to T. F. Green.
- RIAC will only reimburse for either gas or mileage, not both.
- Lease of vehicles without detailed supporting documentation.
- Badging deposits paid to RIAC.
- Any licensing and/or training fees for CONSULTANT's employees.
- Minimum order charges for recurring expenses.

- Expenses that are not specified for and/or associated to the Project, such as Annual Independent Audits.
- Tips and taxes that are not reduced by the cost of alcohol.

**EXHIBIT E**

**FAA REQUIRED CONTRACT CLAUSES**

As applicable, CONSULTANT agrees as follows:

**1. NONDISCRIMINATION – GENERAL**

- a. Applicability: Clauses 1.b to 1.e. apply to all contracts and must be included in all subcontracts.
- b. CONSULTANT agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- c. This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- d. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.
- e. In these cases the provision obligates the party or any transferee for the longer of the following periods:
  - i. the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended,

or for another purpose involving the provision of similar services or benefits; or

- ii. the period during which the airport sponsor or any transferee retains ownership or possession of the property.

2. **NONDISCRIMINATION – TITLE VI**

a. Applicability: Clause 2.b. applies to all contracts and must be included in all subcontracts.

b. During the performance under this AGREEMENT, CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations.** CONSULTANT shall comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities listed below in Section 2. b. 7, as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this AGREEMENT.

2. **Nondiscrimination.** CONSULTANT, with regard to the SERVICES performed by it during the term of this AGREEMENT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program as set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts.** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for

services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by RIAC or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to RIAC or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, RIAC shall impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (i) withholding of payments to CONSULTANT under this AGREEMENT until CONSULTANT complies, and/or
- (ii) cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. **Incorporation of Provisions.** CONSULTANT shall include the provisions of Section 15(b)(1) through (6) in every

subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as RIAC or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States or RIAC.

7. **Title VI List of Pertinent Nondiscrimination Statutes and Authorities.** During the performance of this Agreement, CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human

health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**3. ACCESS TO RECORDS AND REPORTS.**

- a. Applicability: Clause 3.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. CONSULTANT must maintain an acceptable cost accounting system. CONSULTANT agrees to provide RIAC, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**4. BREACH OF CONTRACT TERMS.**

- a. Applicability: Clause 4.b. applies to all AIP eligible projects that exceed \$100,000 and must be included in all subcontracts meeting that threshold.
- b. Any violation or breach of terms of this AGREEMENT on the part of the CONSULTANT or its subcontractors or subconsultants may result in the suspension or termination of this AGREEMENT or such other action that may be necessary to enforce the rights of the parties of this AGREEMENT. The duties and obligations imposed by the AGREEMENT and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**5. BUY AMERICAN PREFERENCE.**

- a. Applicability: Clause 5.b. applies to all AIP eligible projects under which this AGREEMENT has a manufactured product as a deliverable and must be included in all applicable subcontracts.
- b. CONSULTANT agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP eligible projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

**6. CLEAN AIR AND WATER POLLUTION CONTROL.**

- a. Applicability: Clause 6.b. applies to all AIP eligible projects that exceed \$100,000 and must be included in all subcontracts meeting that threshold.

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

**7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.**

- a. Applicability: Clause 7.b. applies to all AIP eligible projects that exceed \$100,000 and must be included in all subcontracts meeting that threshold.

b. CONSULTANT agrees:

- i. 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.
  
- ii. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
  
- iii. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration or RIAC shall upon its own action or upon written request of an authorized representative of the Department of

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

- iv. 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 above in paragraphs i. through iv. of this section.

## **8. DEBARMENT AND SUSPENSION**

- a. Applicability: Clauses 8.b and c. apply to all AIP eligible projects that exceed \$25,000 and must be included in all subcontracts meeting that threshold.
- b. By submitting a bid/proposal under the solicitation for this AGREEMENT, CONSULTANT certifies that at the time CONSULTANT submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- c. CONSULTANT, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a

“covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. CONSULTANT will accomplish this by:

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

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

**9. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

- a. Applicability: Clause 9.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. CONSULTANT agrees to abide by the federal minimum wage provisions contained in the Fair Labor Standards Act (29 USC 201). CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

**10. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.**

- a. Applicability: Clause 10.b. applies to all AIP eligible projects and must be included in all subcontracts.

- b. CONSULTANT certifies by executing this agreement, to the best of his or her knowledge and belief, now and at the time of the submission of its proposal, 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.

**11. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

- a. Applicability: Clause 9.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. CONSULTANT agrees to abide by the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONSULTANT has full responsibility to monitor

compliance to the referenced statute or regulation. CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

**12. RIGHT TO INVENTIONS.**

- a. Applicability: Clause 12.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. All rights to inventions and materials generated under this AGREEMENT are subject to requirements and regulations issued by the FAA and RIAC of the Federal grant under which this contract is executed.

**13. TERMINATION OF CONTRACT.**

- a. Applicability: Clause 13.b. applies to all AIP eligible projects that exceed \$10,000 and must be included in all subcontracts meeting that threshold.
- b. Additional Termination Rights:
  - i. RIAC may, by written notice, terminate this contract in whole or in part at any time, either for the RIAC's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to RIAC.

- ii. If the termination is for the convenience of RIAC, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- iii. If the termination is due to failure to fulfill the contractor's obligations, RIAC may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to RIAC for any additional cost occasioned to RIAC thereby.
- iv. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of RIAC. In such event, adjustment in the contract price will be made as provided in paragraph ii of this clause.
- v. The rights and remedies of RIAC provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **14. TRADE RESTRICTION**

- a. Applicability: Clause 14.b. applies to all AIP eligible projects and must be included in all subcontracts.
- b. CONSULTANT, by execution of this AGREEMENT, certifies that it:
  - i. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S.

firms published by the Office of the United States Trade Representative (USTR);

- ii. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- iii. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- iv. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
- v. Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- vi. The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed

circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

**15. TEXTING WHEN DRIVING**

- a. Applicability: Clauses 15.b. and c. apply to AIP eligible projects and must be included in all subcontracts.
- b. 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), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.
- c. CONSULTANT must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. CONSULTANT must include these policies in each third party subcontract involved on this project.

**16. VETERAN'S PREFERENCE**

- a. Applicability: Clause 16.b. applies to all AIP eligible projects and must be included in all subcontracts that involve labor.
- b. In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title

49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**17. DISADVANTAGED BUSINESS ENTERPRISES**

- a. Applicability: Clauses 16.b. through e. apply to all AIP eligible projects and must be included in all subcontracts.
- b. In connection with the performance of this AGREEMENT, CONSULTANT shall cooperate with RIAC in meeting its commitments and goals with respect to the maximum utilization of Disadvantaged Business Enterprises (DBEs). CONSULTANT shall use reasonable efforts to ensure that DBEs shall have the maximum opportunity to compete for subconsultant and subcontractor work under this AGREEMENT in accordance with RIAC's requirements relating to disadvantaged businesses. The stated goal for DBE participation under this AGREEMENT is eight and six tenths percent (8.6 %).
- c. On a monthly basis, in such form as RIAC may require, CONSULTANT shall provide a written report setting forth the efforts undertaken by CONSULTANT to comply with the requirements of this section and the level of participation of disadvantaged enterprises in the work undertaken pursuant to this AGREEMENT. Such report shall accompany the monthly invoices for payment submitted by CONSULTANT.
- d. CONSULTANT, and any subcontractor or subconsultant, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by CONSULTANT to carry out these requirements is a material breach of

this contract, which may result in the termination of this AGREEMENT or such other remedy, as the recipient deems appropriate.

- e. CONSULTANT agrees to pay each subcontractor or subconsultant under this AGREEMENT for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the CONSULTANT receives from RIAC. CONSULTANT agrees further to return retainage payments to each subcontractor or subconsultant within ten (10) days after the subcontractor's or subconsultant'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 RIAC. This clause applies to both DBE and non-DBE subcontractors and subconsultants.